

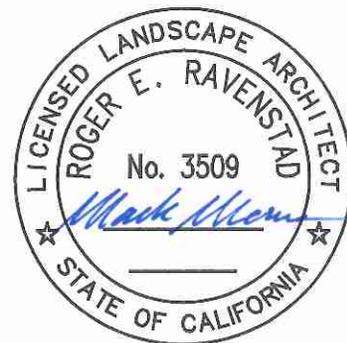
SPECIAL PROVISIONS
FOR

**CALIFORNIA NURSERY
HISTORICAL PARK
RETAIL BUILDING DEMOLITION**

**CITY PROJECT NO. PWC 8837A
CITY BID NO. 19-012
February 2019**

PROJECT MANAGER

Rico Lardizabal
RLARDIZABAL@FREMONT.GOV
(510) 494 - 4743



**COMMUNITY SERVICES DEPARTMENT • LANDSCAPE ARCHITECTURE DIVISION
CITY OF FREMONT • ALAMEDA COUNTY, CALIFORNIA**

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Notice Inviting Bids

1. Bid Submission.

The City of Fremont ("City") will accept sealed bids for its **California Nursery Historical Park Retail Building Demolition Project** ("Project"), on or before **Wednesday, March 13, 2019, at 2:00 p.m.** ("Bid Deadline"), at its Purchasing Division, located at 3300 Capitol Avenue, Building B, Fremont, California 94538, at which date, time and place the bids will be opened publicly and the dollar amounts of each bid will be read aloud.

2. Project Information.

2.1 Location and Description. The Project is located at California Nursery Historical Park, 36550 Niles Blvd., Fremont CA 94536 and is described as follows: Project scope includes, but not limited to the demolition of the existing historic retail building at the California Nursery Historical Park. The scope includes hand demolition and stockpiling of selected building and trellis posts and beams, and doors to be salvaged, disposal of materials not deemed to be salvaged, including roofing material, concrete paving and foundations. Salvaged materials shall be placed on site or turned over to City for future use.

2.2 Time for Completion. The planned timeframe for commencement and completion of construction of the Project is: **Twenty (20)** working days.

2.3 Estimated Project Cost. The estimated construction cost, or construction cost range, for the Project is **\$85,000**. This estimate serves only as a guideline to bidders of the scope of the Work and the Project. No bidder, including the successful bidder, is entitled to make any claim against City based on inaccuracy of the estimated cost or range of cost of the Work or the Project.

3. License and Registration Requirements.

3.1 License. This Project requires a valid California contractor's license for the following classification(s): **C21 – Building Moving/Demolition**. Contractors bidding as a joint venture must secure a joint venture license prior to award of the Contract for the Project.

3.2 DIR Registration. City may not accept a Bid Proposal from, or enter into the Contract with, a bidder without proof that the bidder is registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

4. Obtaining Contract Documents. The plans, specifications, plan-holder's list, bid, and contract documents for the Project, and any addenda thereto ("Contract Documents") may be purchased from ARC Document Solutions Santa Clara ("ARC"), located at 821 Martin Avenue, Santa Clara, CA 95050; telephone: (408) 295-5770; email: santaclara@e-arc.com; or via Planwell at: www.e-arc.com/ca/santaclara. No partial sets will be issued and the cost of purchase is non-refundable. Call in advance to confirm availability. Reference City of Fremont Bid No. 19-012.

Bidders are encouraged to recycle unused Contract Documents.

5. Bid Proposal and Security.

5.1 Bid Proposal Form. Each bid must be submitted using the Bid Proposal form provided with the Contract Documents.

5.2 Bid Security. The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that, upon award of the bid, the successful bidder will execute the Contract and submit the payment and performance bonds, the insurance certificates, and the other documentation required by the Contract Documents, within ten days after City's issuance of the Notice of Award.

6. Prevailing Wage Requirements.

6.1 General. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

6.2 Rates. The prevailing rates are on file with the City Engineer and available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

6.3 Compliance. The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code Section 1771.4.

7. Performance and Payment Bonds.

The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price.

8. Substitution of Securities.

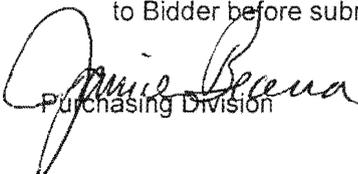
Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code Section 22300.

9. Subcontractor List.

Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and portion of the Work (based on the Base Bid) for each Subcontractor that will perform work or service, or fabricate or install work, for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

10. Instructions to Bidders.

Additional and more detailed information about the Project and City's bidding requirements is provided in the Instructions to Bidders. All bidders should carefully review the Instructions to Bidder before submitting a Bid Proposal for the Project.


Purchasing Division

Date: 2/6/19

Publication Dates: 1) February 19, 2019 2) February 26, 2019

Publication Dates: 1) **February 19, 2019** 2) **February 26, 2019**

11. **Bidders' Conference.** A conference will be held on **February 27, 2019 at 2:00 p.m.**, at the following location: California Nursery Historical Park, Retail Building site, to acquaint all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is not mandatory.

END OF NOTICE INVITING BIDS

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Instructions to Bidders

Each bid ("Bid Proposal") submitted to the City of Fremont ("City") for its **California Nursery Historical Park Retail Building Demolition Project** ("Project") must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

1.1 General. Each Bid Proposal must be signed, sealed and submitted to City, using the form provided in the Contract Documents, by or before the Bid Deadline set forth in the Notice Inviting Bids. City reserves the right to amend or postpone the Bid Deadline by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all indirect costs such as applicable taxes, insurance and field offices.

1.2 Bid Envelope. The envelope containing the sealed Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

SEALED BID ENCLOSED, CITY OF FREMONT

BID PROPOSAL

California Nursery Historical Park Retail Building Demolition Project, Project
No. **PWC8837A**
Bid No. 19-012

City of Fremont, Office of Purchasing (Finance Department)
3300 Capitol Avenue, Building B
Fremont, CA 94538
Attn: Linda Wright

The envelope must also be clearly labeled, as follows, with the bidder's name, address, contractor license number(s), and registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code Sections 1725.5 and 1771.1):

[Contractor company name]
[street address]
[city, state, zip code]
[California contractor license number(s)]
[DIR Registration No:_____]

1.3 DIR Registration. City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code Section 1725.5.) If the bid is sent by mail, the sealed envelope must be enclosed in a separate envelope.

1.4 Bid Submittals. Each bidder must use the forms provided by City in these Contract Documents for the bid submittal. All bid forms must be fully completed and signed as directed, along with the required attachments, and the sealed bid submittal must include the following:

- (A) Bid Proposal
- (B) Bid Schedule
- (C) Subcontractor List
- (D) Noncollusion Declaration
- (E) Bid Security (Cashier's or Certified Check or Bid Bond)
- (F) Bidder's Statement of Responsibility

2. Pre-Bid Investigation.

2.1 Contract Documents. Each bidder is solely responsible for diligent and thorough review of the Contract Documents (as defined in the General Conditions), examination of the Project site, and reasonable and prudent inquiry concerning known and potential site conditions prior to submitting a Bid Proposal. However, except for any areas that are open to the general public, bidders may not enter City's property or the Project site without prior coordination with and written authorization from City. Bidders are responsible for reporting any errors or omissions in the Contract Documents to City prior to submitting a Bid Proposal, subject to the limitations of Public Contract Code Section 1104. City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.

2.2 Project Site. Soil and soil test data, water table elevations, and soil analyses for test holes may be available for inspection in the Public Works Department and/or Community Services Department. Landscape Architecture Division or as otherwise specified in the General Conditions. Any additional subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. The water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during Project construction will not be considered changed Project site conditions.

2.3 Utility Company Standards. The Project must be completed in a manner that satisfies the standards and requirements of the affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the utility owners about their requirements before submitting a Bid Proposal.

3. Questions and Requests for Information or Clarification.

Questions, requests for information, and requests for clarification regarding the Project, the bid procedures, or any of the Contract Documents must be submitted to City in writing, addressed to the Project Manager for the Project, as follows:

Rico Lardizabal, Associate Landscape Architect
39550 Liberty Street, Fremont, CA 94537
rlardizabal@fremont.gov

If a bidder finds any error, omission, inconsistency, or ambiguity in the Contract Documents, the bidder must make a written request for clarification before submitting the bid. Bidders must submit any inquiry under this Section by **5 p.m.** at least **three (3)** Working Days before the Bid Deadline. Questions received any later will not be addressed before the Bid Deadline.

4. Addenda.

Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code Section 4104.5, City reserves the right to issue addenda prior to bid time. City will make reasonable efforts to deliver addenda to known plan

holders who have provided a delivery address for receipt of addenda. However, City makes no guarantee that all bidders will receive all addenda. Each bidder is responsible for ascertaining and ensuring it has received and reviewed all addenda prior to submitting its bid and must acknowledge receipt of all addenda in the Bid Proposal. Bidders should check with ARC (see Section 4 of Notice Inviting Bids) for any addenda or updates on the Project, at: <http://www.e-arc.com/ca/santaclara>.

5. **Brand Designations and “Or Equal” Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, and followed by the words “or equal,” is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. Pre-bid requests for substitution must be submitted to the Engineer at least seven Working Days before the Bid Deadline, so that all interested bidders may be notified of any approved alternative. Any other requests for substitution must comply with the General Conditions. If the Engineer denies the request for substitution, the material, product, thing or service specified in the Contract Documents must be furnished and installed. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code Section 3400(c) and Fremont Municipal Code Section 3.20.167(b).
6. **Bid Schedule.** Bidders are required to fully complete the Bid Schedule form accompanying the Bid Proposal form with unit prices as indicated, and to submit the completed Bid Schedule with their Bid Proposal.

6.1 Incorrect Totals. This provision is intended to resolve computational errors on the Bid Schedule form.

(A) Unit Price Subtotals. In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount (estimated quantity X unit cost).

(B) Unit Price Total. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price.

(C) Alternates. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price.

(D) Withdrawal for Material Error. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code Section 5100 *et seq.*

6.2 Estimated Quantities. The quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price. However, items marked as “Final Pay” items will be compensated based solely on City’s estimated quantities, and payment will not be adjusted based on actual quantities, even if the actual quantities differ from City’s estimate on the Bid Schedule. Only changes in quantities of “Final Pay” items due to design changes will be measured and paid separately pursuant to a Change Order.

7. **Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders, and may also submit a Bid Proposal as a prime contractor.
8. **Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included in the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive.
9. **Authorization and Execution.** Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporation Code Section 313.
10. **Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount (meaning the base bid plus all additive alternate prices, if any), in the form of a cashier's check or certified check made payable to City, or a bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, if City issues the Notice of Award of the Contract to the bidder, then the bidder will provide to City all of the documents required under Section 14 below within ten calendar days thereof.
11. **Withdrawal of Bid Proposals.** A Bid Proposal for the Project will be considered a firm offer and may not be withdrawn for a period of 90 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code Section 5100 *et seq.* or Fremont Municipal Code Section 3.20.200.
12. **Bid Protest.** Any bid protest must comply with City's protest procedures for public construction project contracts, set forth in Fremont Municipal Code Section 3.20.330. City will issue the Notice of Intent to Award the Contract by posting the notice on designated public bulletin boards and on its bid results webpage at: <http://fremont.gov/index.aspx?NID=532>. A bid protest must be submitted in writing to, and received by, City's Office of Purchasing, located at 3300 Capitol Avenue, Building B, Fremont, California 94538, before 5:00 p.m. on the fifth Working Day after the date of City's posting of the Notice of Intent to Award ("Bid Protest Deadline"). The protesting bidder will bear the risk of any nondelivery of its bid protest before the Bid Protest Deadline, regardless of the method of delivery used. The bid protest must comply with the following requirements:
 - 12.1 **General.** Only a bidder that has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 12, a "Working Day" means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code Section 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours.
 - 12.2 **Protest Contents.** The bid protest must contain a complete statement of the legal grounds for the protest, all the facts relevant to the protest, the form of relief requested, and the legal basis for such relief, as well as all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the Contract

Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person representing the protesting bidder. If City requests additional information, it must be provided to City within the time period City specifies.

12.3 Copy to Protested Bidder. Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.

12.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m. within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

12.5 Copy to Protesting Bidder. Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

12.6 Exclusive Remedy. The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

12.7 Right to Award. City reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

- 13. Reservation of Rights.** City reserves the right, acting in its sole discretion, to waive nonmaterial and inconsequential bid irregularities, to accept or reject any and all bids, to issue a new Notice Inviting Bids for the Project, or to abandon the Project entirely.
- 14. Award of Contract.** City will award the Contract, if at all, by issuing a written Notice of Award within 90 days after the opening of bids, or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. The successful bidder must submit to City all of the following documents, within ten calendar days after City's issuance of the Notice of Award:
- 14.1** Two duly signed counterpart originals of the Contract provided by City with the Notice of Award, using the form included in the Contract Documents;
 - 14.2** Documentation evidencing the authority of the individual(s) signing the Contract on behalf of the successful bidder;
 - 14.3** Payment and performance bonds for the Project as specified in the Contract Documents and using the bond forms included in the Contract Documents, each for 100% of the Contract Price as awarded;
 - 14.4** If required for this Project, a warranty bond as specified in the Contract Documents, using the warranty bond form provided for 20% of the Contract Price as awarded;
 - 14.5** Insurance certificates and endorsements evidencing the successful bidder's insurance coverage, as required by the Contract Documents;

- 14.6 Documentation evidencing the successful bidder's payment of City business tax and registration tax for a business license, as required by the Contract Documents;
 - 14.7 A copy of the successful bidder's California contractor's license(s), showing the classification(s) required by the Contract Documents; and
 - 14.8 Identification of the successful bidder's on-site superintendent for the Project, as required by the Contract Documents.
15. **Statement of Responsibility.** Each sealed Bid Proposal must include the bidder's Statement of Responsibility using the form provided with the Contract Documents. The Statement of Responsibility must be completed and signed, including all required attachments, providing satisfactory evidence that shows the bidder's financial resources, the bidder's experience in the type of work being required by City, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's qualifications to perform the Contract. City may consider such evidence before making its decision to award the proposed Contract. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder that submits a Statement of Responsibility which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.
16. **License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license within ten days following City's issuance of the Notice of Award. Each Subcontractor must also obtain a City business license before performing any Work.
- 16.1 **Hazardous Materials Certification(s).** The Project involves hazardous materials, summarized as follows and further specified in the Contract Documents: **See Appendix A: Asbestos and Lead (PB) Report, Limited Pre-Demolition/Renovation Survey & Evaluation.** The successful bidder and/or its Subcontractor(s) must also possess the following hazardous materials certification(s) as required by law to perform the portion of the Work that relates to the hazardous materials:
 A C22 – Asbestos Abatement License.
 A Hazardous Substances Remval (HSR) Certificate.
17. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code Sections 1777.1 or 1777.7 is prohibited from performing work on the Project.
18. **Pre-Construction Conference.** City will schedule a mandatory pre-construction conference for the Project following City's issuance of the Notice of Award and Contract execution by the successful bidder. The successful bidder must attend and participate in the pre-construction conference, and provide all of the required information and documents for the conference as set forth in Section 2.2(E) of the General Conditions. City will issue a Notice to Proceed following the conference, identifying the commencement date for the Work and the Contract Time.
19. **"For Reference Only."** The following documents are provided "For Reference Only" as defined in Section 3.4 of the General Conditions:
 a. Asbestos & Lead (PB) Report, Limited Pre-Demolition/Renovation Survey & Evaluation.
20. **Additive and Deductive Alternates.** As required by Public Contract Code Section 20103.8, if this bid solicitation includes additive or deductive items, the method checked below will be used to determine the lowest bid. If no method is checked, subparagraph (a) will be used to determine the lowest bid. City retains the right to add to or deduct from the Contract any of the additive or deductive alternates included in the Bid Proposal.
- (a) The lowest bid will be the lowest bid price on the base contract without consideration of the

prices on the additive or deductive items.

_____ (b) The lowest bid will be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal as being used for the purpose of determining the lowest bid price.

_____ (c) The lowest bid will be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by City before the first bid is opened.

_____ (d) The lowest bid will be determined in a manner that prevents any information that would identify any of the bidders or the proposed subcontractors or suppliers from being revealed to City before the ranking of all bidders from lowest to highest has been determined.

END OF INSTRUCTIONS TO BIDDERS

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Bid Proposal

California Nursery Historical Park Retail Building Demolition Project

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Fremont (“City”) for the above-referenced project (“Project”), in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, for the following price (“Base Bid”): \$_____. Bidder will furnish all labor (including supervision), materials and equipment (whether or not permanent or actually incorporated into the Work), utilities for the Work (including water, sanitary facilities, electricity, fuel, light, heat, and telephone), tools, transportation, and services necessary to complete the Work for the amounts quoted in this Bid Proposal (including the costs of all applicable taxes, patent rights, royalties, licenses, and permits). **Any Work shown on the Plans or described in the Specifications without a specific bid item(s) in this Bid Proposal is hereby included within or made part of this Bid Proposal.**

2. **Bid Alternates.** Bidder submits the following prices for the specified bid alternates:

Alternate #1: **DEMOLISH EXISTING PACKING SHED AUXILIARY STRUCTURE**
Add/Deduct: \$_____

3. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

4. **Bidder’s Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:

4.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code Section 1104.

4.2 **Examination of Worksite and Local Conditions.** Bidder has visited and examined the Worksite and is familiar with the local conditions at the Project location, including the weather, road access, vehicle routes, and surface and subsurface conditions. Bidder is also familiar with the availability of labor, materials, equipment, and utilities for the Project and has attended any mandatory bidders’ conference and any mandatory pre-bid Project site visit.

4.3 **Bidder is Qualified.** Bidder is fully qualified to perform the Work. Bidder has the expertise and financial capacity to perform all obligations required by the Contract Documents.

- 4.4 Contract Time.** The time for completion of the Work for the Project as specified in the Notice Inviting Bids is reasonable and Bidder is ready and able to perform the Work within that timeframe.
- 4.5 Legal Compliance.** Bidder is aware of and will comply with all applicable legal requirements for the Project, including all federal, California, local and City laws and regulations.
- (A) Trenching of Five Feet or More.** For the excavation of any trench of a depth of five feet or more, this Bid Proposal includes as a bid item the cost of adequate sheeting, shoring, bracing, sloping or other equivalent provisions to be made, including the costs of design for a detailed plan, for protection of life and limb from the hazard of caving ground during the excavation. Any such provisions will conform to applicable safety orders in accordance with California Labor Code Sections 6705 and 6707.
- 4.6 Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in the completed bid.
- 4.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 *et seq.* (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 5. Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, Bidder will provide all of the following to City within ten calendar days following City’s issuance of the Notice of Award:
- 5.1 Signed Contract.** Two duly signed counterpart originals of the Contract provided by City with the Notice of Award, using the form included in the Project contract documents (“Contract Documents”);
- 5.2 Signing Authority.** Documentation evidencing the authority of the individual(s) signing the Contract on behalf of Bidder;
- 5.3 Payment, Performance and Warranty Bonds.** A payment bond and a performance bond for the Project, each for 100% of the maximum Contract Price as awarded, and a warranty bond, if required, for 20% of the maximum Contract Price as awarded, each executed by sureties licensed to do business in the State of California and using the applicable bond form included with the Contract Documents;
- 5.4 Insurance.** The insurance certificates and endorsements evidencing Bidder’s insurance coverage as required by the Contract Documents;
- 5.5 Business Tax and Registration Tax.** Documentation evidencing Bidder’s and all listed Subcontractors’ payment of City business tax and registration tax for a business license, as required by the Contract Documents;
- 5.6 Contractor’s License.** A copy of Bidder’s California contractor’s license, showing the classification(s) required by the Contract Documents; and
- 5.7 On-Site Superintendent.** Identification of Bidder’s on-site superintendent for the Project, as required by the Contract Documents.

6. Bid Security. As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount (meaning the base bid plus all additive alternate prices, if any) in one of the following forms (check one):

_____ A cashier's check or certified check payable to City and issued by _____ in the amount of \$_____.

_____ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on _____, 20__.

_____	_____
	Name and Title
_____	_____
<i>[See Section 9 of Instructions to Bidders]</i>	Name and Title
_____	_____
Company Name	License #, Expiration Date, and Classification
_____	_____
Address	DIR Registration #
_____	_____
City, State, Zip	Phone
_____	_____
Contact Name	Contact Email

END OF BID PROPOSAL

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Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form. In case of a math error or ambiguity, the unit cost listed for any bid item will prevail over the extended total amount listed for that bid item. The grand total of all of the extended total amounts listed will also prevail over the Total Base Bid listed below.

LS = Lump Sum EA = Each LF = Linear Foot CY = Cubic Yard F = Final Pay
 SF = Square Feet LB = Pounds TON = Ton (2000 lbs) AL = Allowance S = Specialty Item

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	General Demolition	1	LS	\$	\$
2	Tree Protection Fence	200	LF	\$	\$
3	Temporary Construction Fence with Windscreen	120	LF	\$	\$
4	Hazardous Material Abatement	1	LS	\$	\$
5	Building Hand Demolition	1	LS	\$	\$
6	Utility Removal & Termination	1	LS	\$	\$
7	Concrete Foundation Demolition (F)	50	CY	\$	\$
8	Stamped Concrete Paving Demolition (F)	30	CY	\$	\$
9	Rough Grading (F)	75	CY	\$	\$
10	Hydroseeding	5000	SF	\$	\$

TOTAL BASE BID: Items 1 through 10 inclusive: \$ _____

[Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.]

ALTERNATE #1: DEMOLISH EXISTING PACKING SHED AUXILIARY STRUCTURE

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
11	General Demolition	1	LS	\$	\$

TOTAL ALTERNATE #1: Item 11 inclusive: \$ _____

[Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.]

BIDDER NAME: _____

END OF BID SCHEDULE

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Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [title] of _____
[business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code Section 7106 and Title 23 U.S.C Section 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Name

END OF NONCOLLUSION DECLARATION

Bid Bond

_____ (“Bidder”) has submitted a bid, dated _____, 20____ (“Bid”), to the City of Fremont (“City”) for work on the < _____ > Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and _____, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten calendar days following issuance of the Notice of Award to Bidder, Bidder must submit the following to City:
 - 2.1 **Signed Contract.** Two duly signed counterpart originals of the Contract provided by City with the Notice of Award, using the form included in the Project contract documents (“Contract Documents”);
 - 2.2 **Evidence of Signing Authority.** Documentation evidencing the authority of the individual(s) signing the Contract on behalf of Bidder.
 - 2.3 **Payment, Performance and Warranty Bonds.** A payment bond and a performance bond for the Project, each for 100% of the maximum Contract Price as awarded, and a warranty bond, if required for 20% of the maximum Contract Price as awarded, each executed by a surety licensed to do business in the State of California and using the applicable bond forms included with the Contract Documents;
 - 2.4 **Insurance.** The insurance certificates and endorsements evidencing Bidder’s insurance coverage as required by the Contract Documents.
 - 2.5 **Business Tax and Registration Tax.** Documentation evidencing Bidder’s and all listed Subcontractors’ payment of City business tax and registration tax for a business license, as required by the Contract Documents.
 - 2.6 **Contractor’s License.** A copy of Bidder’s California contractor’s license, showing the classification(s) required by the Contract Documents.
 - 2.7 **On-Site Superintendent.** Identification of Bidder’s on-site superintendent for the Project, as required by the Contract Documents.
3. **Enforcement.** If Bidder fails to execute the Contract and submit to City all of the required documentation as required under Section 2 above, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

4. **Duration; Waiver.** If Bidder fulfills its obligations under Section 2 above, then this obligation will be null and void; otherwise it will remain in full force and effect for 90 days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code Sections 2819 and 2845.

This Bid Bond is entered into and effective on _____, 20_____.

SURETY: _____
Business name

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney Must be Attached)

BIDDER: _____
Business name

Signature

Name/Title

END OF BID BOND

Bidder's Statement of Responsibility

California Nursery Historical Park Retail Building Demolition Project

The bidder must submit to City, with the Bid Proposal, a completed and signed Bidder's Statement of Responsibility. The bidder must use this form and include all required attachments and attaching clearly labeled additional sheets if needed. City may use the completed Statement of Responsibility to evaluate a bidder's qualifications for this Project. The Statement of Responsibility must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Statement of Responsibility may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part 1: General Information

Bidder Business Name: _____ ("Bidder")

Check One: Corporation
 Partnership
 Sole Proprietorship
 Joint Venture of: _____
 Other: _____

Address: _____

Phone: _____

Owner of Company: _____

Contact Person: _____

Email: _____

Bidder's California Contractor's License Number(s): _____

Part 2: Bidder Experience

1. How many years has Bidder been performing work as a contractor under its present business name? _____ years

1.1 If any of Bidder's experience listed in this Statement of Responsibility refers to work performed under a different business name(s), list on a separate sheet of paper the other name(s) and describe the relationship to Bidder's current business.

2. Has Bidder completed projects similar in type and size to this Project as a general contractor?
_____ Yes _____ No

3. Has Bidder ever been disqualified on grounds that it is not responsible?
_____ Yes _____ No

If yes, provide additional information on a separate sheet of paper regarding the disqualification, including the name and address of the agency or owner of the subject project, the type and size of the project, the reasons that Bidder was disqualified as not responsible, and the month and year in which the disqualification occurred.

4. Has Bidder ever been terminated from a construction project, either as a general contractor or as a subcontractor?
_____ Yes _____ No

If yes, provide additional information on a separate sheet of paper regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's current projects performed as general contractor as follows:

- 5.1 How many construction projects is Bidder currently under contract to perform that are still in progress? _____
- 5.2 What is the total dollar amount of the current construction contracts listed in Subsection 5.1? \$_____
- 5.3 What is Bidder's total bonding capacity? \$_____
- 5.4 How many construction contracts listed in Subsection 5.1 are:
 - (A) In an amount of 50% or less of Bidder's total bid amount for the Project?

 - (B) In an amount between 50% and 100% of Bidder's total bid amount for the Project? _____
 - (C) In an amount between 100% and 150% of Bidder's total bid amount for the Project? _____
 - (D) In an amount over 150% of Bidder's total bid amount for the Project?

6. Provide information about Bidder's past projects performed as general contractor as follows:

- 6.1 <Insert Number> most recently completed public works projects within the last <Insert Number> years;
- 6.2 Three largest completed projects within the last three years; and
- 6.3 Any project which is similar to this Project.

7. Use separate sheets of paper to provide all of the following information for each project identified in response to Sections 5 and 6:

- 7.1 Project name
- 7.2 Location
- 7.3 Owner
- 7.4 Owner contact (name and current phone number)
- 7.5 Architect or engineer name
- 7.6 Architect or engineer contact (name and current phone number)
- 7.7 Project manager (name and current phone number)
- 7.8 Description of project and scope of work performed
- 7.9 Initial contract value (at time of bid award)
- 7.10 Final cost of construction (including change orders) (provide estimated cost if project is still in progress)
- 7.11 Original scheduled completion date
- 7.12 Time extensions granted (number of days)
- 7.13 Actual date of completion (provide estimated date if project is still in progress)

- 7.14 Number and amount of stop notices or mechanic's liens filed
- 7.15 Amount of liquidated damages assessed against Bidder
- 7.16 Nature and resolution of any claim, lawsuit, and/or arbitration between Bidder and the owner.

Part 3: Claim History

1. Provide information about Bidder's claims history as follows:

- 1.1 Has any claim been made against Bidder in the past five years which has resulted in arbitration or litigation?_____
- 1.2 Has Bidder made a claim(s) against any city or other client in the past five years which has resulted in arbitration or litigation?_____
- 1.3 If the answer was yes to Subsections 1.1 or 1.2 , describe each claim(s) using the format below:

Project name _____
 Claim amount _____
 Other party entity name _____
 Other party contact (name and current phone number)_____

Description of the claim(s), using separate sheets of paper

Part 4: Surety History

1. Provide information about Bidder's surety history as follows:

- 1.1 Has Bidder ever failed to satisfactorily complete a construction contract?

- 1.2 Has a surety completed any portion of a Bidder construction contract within the last five years? _____
- 1.3 If the answer was yes to Subsections 1.1 or 1.2, provide explanation(s) using the format below:

Project name _____
 Surety name _____
 Surety contact (name and current phone number)_____

Date surety took over the project_____

Explanation(s), using separate sheets of paper

Part 5: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Statement of Responsibility on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Statement of Responsibility and the accompanying pages and attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____ Date: _____

By: _____
Name and Title

On Behalf of (Legal Name of Bidder): _____

END OF BIDDER'S STATEMENT OF RESPONSIBILITY

Contract

This public works contract ("Contract") is entered into by and between the City of Fremont ("City") and _____ ("Contractor"), for work ("Work") on the **California Nursery Historical Park Retail Building Demolition Project** ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform Work on the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract and Change Orders;
 - 2.6 Payment and Performance Bonds, and (if required) Warranty Bond;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Drawings and Specifications;
 - 2.10 Notice of Award;
 - 2.11 Notice to Proceed; and
 - 2.12 The following: No other documents
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$_____ ("Contract Price"), in accordance with the payment provisions in the General Conditions. The Contract Price is fully inclusive of all direct and indirect costs for performing the Work in full compliance with the Contract Documents, including, but not limited to, the items specified in Section 1 of the Bid Proposal, compliance with all General Conditions and Special Conditions requirements, all Work encompassed by the Plans and Specifications, and all taxes, overhead, and profit.
5. **Time for Completion.** Contractor will fully complete the Work for the Project within **Twenty (20)** "Working Days" from the commencement date given in the Notice to Proceed ("Contract Time"). Contractor must commence the Work no later than ten calendar days after the commencement date stated in the Notice to Proceed. By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of **\$500** for each day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 DIR Registration. City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Under Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a direct or indirect conflict of interest in relation to this Contract, or in the performance of this Contract, that violates any City ordinance or policy or violates any California law, including under Government Code Section 1090 *et seq.* and under the Political Reform Act as set forth in Government Code Section 81000 *et seq.* and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the manner in which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

Name: City of Fremont
Address: 3300 Capitol Avenue
City/State/Zip: Fremont, California 94538
Phone: 510-494-4700
Attn: Khandan Bahmani, City Engineer
Email: kbahmani@fremont.gov
Copy to: Rico Lardizabal, Associate Landscape Architect, rlardizabal@fremont.gov

Contractor:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____
Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City’s written consent. This Contract is binding on Contractor’s successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Alameda County, and no other place.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY OF FREMONT:

Approved as to form:

Signature

Signature

Name/Title

Name/Title

Date: _____

Date: _____

CONTRACTOR: _____
Business Name

Signature

Seal:

Name/Title

Date: _____

Second Signature (See Section 12.7)

Name/Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

The City of Fremont ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on the **California Nursery Historical Park Retail Building Demolition Project** ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

- 1. General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ _____, under California Civil Code Sections 9550, *et seq.*
- 2. Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code Section 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors, under California Unemployment Insurance Code Section 13020, with respect to the work and labor, then Surety will pay for the obligation.
- 3. Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
- 4. Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
- 5. Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code Section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

- 6. Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Alameda County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____, 20___. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: _____
Business Name

Signature

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney Must be Attached)

CONTRACTOR: _____
Business Name

Signature

Name/Title

Signature

Name/Title

APPROVED AS TO FORM:

Signature

Name/Title

END OF PAYMENT BOND

Performance Bond

The City of Fremont ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on the **California Nursery Historical Park Retail Building Demolition Project** ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$_____. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, and Contractor has timely provided a warranty bond as required under the Contract, Surety's obligation under this Bond will become null and void upon the City's acceptance of the Project, excluding any exceptions to acceptance, if any. Otherwise Surety's obligations will remain in full force and effect until expiration of the one year warranty period under the Contract.
3. **Surety's Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City that Contractor is in default under Section 13.3 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in that Section 13.3 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. Law and Venue. This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Alameda County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. Effective Date; Execution. This Bond is entered into and effective on _____, 20____. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: _____
Business Name

Signature

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney Must be Attached)

CONTRACTOR: _____
Business Name

Signature

Name/Title

Signature

Name/Title

APPROVED AS TO FORM:

Signature

Name/Title

END OF PERFORMANCE BOND

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the words “day,” “furnish,” “including,” “install,” “work day” or “working day.”

Allowance means an amount included in the Bid Proposal for Work that may or may not be included in the Project, depending on conditions that will not become known until after bids are opened. If the Contract Price includes an Allowance and the cost of performing the Work covered by that Allowance is greater or less than the Allowance, the Contract Price will be increased or decreased accordingly.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the City of Fremont, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegee(s) designated to oversee and manage the Project on City’s behalf.

City Standard Specifications means the current version of City’s Standard Specifications in effect at the time bids were submitted.

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment, performance and warranty bonds; the General Conditions; the Special Conditions; the Project Drawings and Specifications; any Change Orders; and any other documents expressly made part of the Contract Documents.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, or equipment following submission of the Bid Proposal.

Contract Time means the number of calendar days for performance of the Work, as set forth in the Contract and as amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture that has signed the Contract with City to perform the Work.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural, landscape architectural, or engineering services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations

Drawings means the City-provided plans and graphical depictions of the Project requirements, and does not include Shop Drawings.

Engineer means the City Engineer for City and his or her authorized delegates.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, that: (A) is not covered by Contract unit prices; (B) is not part of or incidental to the scope of the Work; (C) is substantially different from the Work as described in the Contract Documents at bid time; or (D) results from a substantially changed Project condition.

Field Order means written instructions from the Engineer that require or authorize minor changes in the Work that do not affect the Contract Price or Contract Time.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the Engineer's satisfaction, including all punch list items, and any required commissioning, and has provided the City with all required submittals, including the warranty bond, instructions and manuals, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld pursuant to the Contract Documents, including liquidated damages, up to 125% of the amount of any unreleased stop notice, amounts subject to setoff, up to 150% of any unresolved third-party claim for which Contractor is required to indemnify City, and up to 150% of any amount in dispute as authorized by Public Contract Code Section 7107.

Furnish means to purchase and deliver for the Project.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context requires otherwise.

Inspector means the individual(s) or firm(s) retained by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all applicable codes, regulations, and permits.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Plans has the same meaning as Drawings.

Project means the public works project referenced in the Contract.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is

unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Request for Information or RFI means Contractor's written request for information submitted to City, in the manner and format specified by City, about the Contract Documents, the Work or the Project.

Section as used in these General Conditions, means a numbered Section of the General Conditions, unless otherwise indicated by the context, such as statutory references.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City approval, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Drawings and Specifications.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into this Project by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors, suppliers, fabricators, and equipment lessors of all tiers, unless otherwise indicated by the context.

Technical Specifications means Specifications.

Work means all of the construction and services necessary or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or Working Day, whether or not capitalized, means a weekday when the City is open for business and does not include holidays observed by the City.

Worksite means the place or places where the Work is performed.

Article 2 - Roles and Responsibilities

2.1 City.

(A) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor, in the form of Field Orders or otherwise, to ensure proper and timely completion of the Project.

(B) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Contract Documents. The Design Professional's decision(s) regarding interpretation of the Drawings or Specifications is final and conclusive.

2.2 Contractor.

(A) **General.** Contractor must provide all labor, materials, equipment and services necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economic and efficient manner in the best interests of City.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to the Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, also provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The on-site superintendent must be authorized to act on Contractor's behalf concerning the Project, with the authority to sign, send, and receive all notices contemplated or required by the Contract Documents and to direct the Work. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until the approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Pre-Construction Conference.** City will designate a date and time for the mandatory pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed. Contractor must submit a draft version of the baseline schedule required under Section 5.2, below, at least ten days before the scheduled date for the pre-construction conference, unless a shorter period is specified by the City. The draft baseline schedule must specify the time or number of days allocated for completion of each major item, rather than the specific dates. If the City provides comments on the draft baseline schedule before the pre-construction conference, Contractor must prepare responses to the City's comments for review at the pre-construction conference. At the pre-construction conference Contractor must also present City with the information or documents listed below for City's review and acceptance before the Work commences. Failure to timely comply with any of these pre-construction submittal requirements may operate to delay issuance of the Notice to Proceed and commencement of the Work. Contractor is solely responsible for any resulting delay damages caused by its failure to comply with this provision.

- (1) Qualifications of the proposed on-site superintendent for the Project and his or her 24-hour complete contact information, including email address and telephone numbers during regular hours and after hours;

- (2) List of all other key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- (3) Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
- (4) If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
- (5) Responses to City comments on the draft baseline schedule for the Work, and if required in the Special Conditions, proof of order and estimated delivery dates for any long lead time items;
- (6) Breakdown of lump sum bid items, and cost distribution schedule of prices (schedule of values), to be used for determining the value of Work completed for future progress payments to Contractor;
- (7) Schedule with a list of Contractor's Project submittals that require City review, and list of the proposed material suppliers;
- (8) Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- (9) Videotape and photographs recording the conditions throughout the Project site before any Work begins, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
- (10) Contractor's safety program and identification of Contractor's safety officer for the Project;
- (11) Copies of the required documentation for each Subcontractor, including a copy of the contract between Contractor and each Subcontractor and the Subcontractor's California contractor's license and identification of its authorized representative for the Project;
- (12) If requested by City, Contractor's cash flow projections; and
- (13) Any other documents or information specified in the Special Conditions or Notice of Award.

(F) **Standards; Compliance.** Contractor must, at all times, ensure that the Work is performed in an efficient skillful manner following best practices and in full compliance with the Contract Documents and all applicable laws, regulations, codes, standards, and permits, including City's municipal code, rules, and regulations, and any orders of the administrative or judicial bodies with jurisdiction over the Work.

(G) **Progress Meetings.** Contractor, and the Subcontractors requested by City, must attend regular Project progress meetings with City that City will schedule;

(H) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the

Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor of Contractor who has proven during the course of the Work to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in workmanship, materials, parts, or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Drawings, Specifications and every other Contract Document, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. City may elect to retain defective Work and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos and electronic records. Project records subject to this provision include: records relating to preparation of Contractor's bid; Project cost and accounting records; Project employment records; a record copy of the Contract Documents, including the Project Plans and Specifications, Addenda, Change Orders, RFIs and RFI responses, Field Orders, and approved Shop Drawings; contracts with Contractor's suppliers and Subcontractors for the Project; and all notes, daily logs and memoranda relating to the Work.

(1) Contractor's cost and accounting records must include all supporting documentation, including original purchase orders, receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project records in an organized manner, according to generally accepted accounting principles, for a period of four years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours. Contractor must also provide copies of the Project records to City upon request.

(K) **Copies of Project Documents Onsite.** Contractor and its Subcontractors must keep copies, at the Project site, of the Work-related documents, including the Contract, Drawings, Plans, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Field Orders, approved Shop Drawings, and any related written interpretations. The Contract Documents, as-built drawings, and all Worksite copies must be available to City for reference at all times.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate workforce. Each Subcontractor must obtain a City business license before performing any Work. Each Subcontractor must also pay City business tax and registration tax for a business license, under Fremont Municipal Code Chapter 5.05, before performing any Work.

(B) **Contractual Obligations.** Contractor must include a provision in each of its subcontracts that incorporates by reference, and requires the Subcontractor to be bound to and comply with, the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, and to likewise bind their own subcontractors or suppliers. Such provisions to be incorporated by reference specifically include, but are not limited to, the following obligations of Contractor under the Contract Documents: indemnification of City; City business tax and registration tax compliance; insurance coverage; and compliance with nondiscrimination and all other applicable laws. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if City accepts the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code Section 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing.

2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform or to have performed other work on or adjacent to the Project site while the Work is being performed. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors and subcontractors. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) **Defects.** Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work.

2.5 Submittals.

Unless otherwise specified, Contractor must submit the following to the Project Manager for review: all schedules, Shop Drawings, samples, product data and similar submittals required by the Contract Documents, and any other submittals

requested by the Project Manager. Unless otherwise specified, all submittals, including Requests for Information, are subject to the provisions of this Section.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current approved schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project. For planning purposes, Contractor should assume at least 14 days for City review of each submittal or batch of submittals, and a longer time period for complex submittals or for large batches of submittals.

(C) **Required Contents.** Each submittal must be numbered in sequential order and include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If City notes exceptions and requires corrections for any submittal, Contractor must promptly make and submit the required corrections to City in full conformance with the requirements of this Section.

(E) **Effect of Review and Acknowledgement by City.** City's review and acknowledgement of a submittal that results in no exceptions taken by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review and acknowledgement of a submittal by City with no exceptions taken is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or material used without prior review of a required submittal will be performed at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** A Request for Information will be considered excessive or unnecessary if City determines that the explanation or response to the Request for Information is clearly and unambiguously discernable from the Contract Documents or in any Field Order that City has issued. City's costs to review and respond to excessive or unnecessary Requests for Information may be deducted from payments otherwise due to Contractor.

(H) **Additional Requirements for Submittals.** Any additional requirements for submittals may be included in the Special Conditions or Specifications.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to show all necessary details. Unless otherwise specified by City, three copies must be provided to the Engineer for review at least 30 days before the Work will be performed. If City notes exceptions or requires changes, three copies of the corrected Shop Drawings must be resubmitted to the Engineer for review. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are reviewed by City. Contractor is responsible for any errors or omissions

in the Shop Drawings, shop fits and field corrections, any deviations from the Contract Documents, and for the results obtained by the use of Shop Drawings. Review of Shop Drawings by the Engineer does not relieve Contractor of Contractor's responsibility.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Drawings and Specifications.** The Drawings and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Drawings and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Drawings and Specifications, the Specifications will control. Any arrangement or division of the Drawings and Specifications in sections is for convenience and is not to limit the Work required by separate trades. A conclusion presented in Drawings or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusion. Subject to the limitations of Public Contract Code Section 1104, it is Contractor's responsibility to ascertain the existence of any conditions affecting the cost of the Work.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including under the Drawings or Specifications, Contractor must immediately submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The Request for Information must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. City will not extend the Contract Time due to Contractor's failure to submit a timely Request for Information to the Engineer.

(C) **Figures and Dimensions.** Figures control over scaled dimensions.

(D) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) **Measurements.** Contractor must verify all relevant measurements at the Worksite before ordering any material or performing any Work, and will be responsible for the correctness of those measurements.

3.2 **Order of Precedence.** Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Notice of Award;
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment, Performance and (if required) Warranty Bonds;
- (I) Specifications;
- (J) Drawings;
- (K) Contractor's Bid Proposal and attachments;
- (L) Notice Inviting Bids;
- (M) Instructions to Bidders;
- (N) City Standard Specifications;
- (O) City Standard Details; and
- (P) Any other documents prepared by and on behalf of a third party that were not prepared specifically for this Project.

3.3 Caltrans Standard Specifications. Any reference in the Contract Documents to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Standard Specifications:

(A) **Limitations.** None of the "General Provisions" of the Standard Specifications, i.e., Sections 1 through 9, applies to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Standard Specifications and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

- (1) Any reference to the "Engineer" is deemed to mean the City Engineer.
- (2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions, or any portions thereof, are expressly included in the Contract Documents under Section 2 of the Contract.
- (3) Any reference to the "Department" or "State" is deemed to mean City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or incorporated into or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract

Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is For Reference Only.

- 3.5 Current Versions.** Unless otherwise specified by City, any reference to the City Standard Specifications, Standard Plans and Standard Details, technical specifications, or any City or California codes or regulations means the latest specification, code or regulation in effect at the time that bids were due.

Article 4 - Bonds, Indemnity, and Insurance

- 4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, using the bond forms included with the Contract Documents.

(A) **Surety.** Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor may be required provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

- 4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, including its elected officials, officers, agents, employees, consultants and volunteers (individually, an "Indemnitee," and collectively the "Indemnitees"), from and against any and all liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, including its officers, agents, representatives, employees, Subcontractors and suppliers, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code Section 9201. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

- 4.3 Insurance.** No later than ten days following issuance of the Notice of Award, and before commencing any Work, Contractor must, at its sole expense, procure the insurance coverage required by this Section and provide acceptable proof of the coverage to the satisfaction of City's Risk Manager. Proof of coverage must be evidenced within the body of the insurance policies or in the form of certificates and endorsements as described below. The required insurance must cover Contractor, including its officers, agents, representatives, employees, Subcontractors and suppliers, for claims now and in the future that may relate to or arise from the performance of the Work. The insurance must remain in full force and effect throughout the duration of the Contract. The insurance

must be issued by companies licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. Contractor's procurement of the required insurance will not be construed to relieve Contractor of any performance obligations, to limit Contractor's liability, or to fulfill Contractor's indemnification obligations under the Contract. Contractor may carry any additional insurance it deems necessary or prudent, at its sole expense.

(A) **Insurance Coverage and Limits.** Any available insurance proceeds related to this Contract that are broader than or in excess of the specified minimum insurance coverage requirements or limits for Contractor must be made available to the additional insureds under this Contract. The requirements for Contractor's coverage and limits are: (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insureds, whichever is greater. The limits of insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary and non-contributory basis for the benefit of City, before City's own insurance or self-insurance will be called upon to protect it as a named insured.

(B) **Minimum Scope of Insurance.** Contractor must procure and maintain all of the following insurance coverage for this Contract, unless otherwise specified in the Special Conditions:

- (1) Insurance Services Office Commercial General Liability ("CGL") insurance that includes:
 - a) Blanket contractual liability coverage;
 - b) Contractor's protected coverage;
 - c) Broad form property coverage;
 - d) Personal injury coverage;
 - e) Completed operations coverage; and
- (2) Insurance Services Office Automobile Liability insurance, Code 1 (any auto).
- (3) Builder's Risk insurance.
- (4) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
- (5) *Pollution Liability Insurance:* The pollution liability insurance policy must be issued on an occurrence basis, for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.
- (6) Any other insurance coverage City may require in the Special Conditions.

(C) **Minimum Limits of Insurance.** Contractor must maintain coverage limits of at least the following for this Contract, unless otherwise specified in the Special Conditions:

- (1) CGL insurance: Issued on an occurrence basis, with \$2,000,000 per occurrence for bodily injury, personal injury and property damage and \$4,000,000 general aggregate. If CGL insurance or other form with a general aggregate liability is used, either the general aggregate limit must apply

separately to this Contract or the general aggregate limit must be twice the required occurrence limit.

- (2) Automobile Liability insurance: \$1,000,000 per accident for bodily injury, death and property damage. For owned, loaned, hired and non-owned autos.
- (3) Builder's Risk insurance: Issued on an occurrence basis, with all-risk coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.
- (4) Employer's Liability insurance:
 - a) Bodily Injury by Accident - \$1,000,000 each accident;
 - b) Bodily Injury by Disease - \$1,000,000 policy limit; and
 - c) Bodily Injury by Disease - \$1,000,000 each employee.
- (5) Any other limits City may require in the Special Conditions.

(D) ***Deductibles and Self-Insured Retentions.***

- (1) Any deductible or self-insured retention (SIR) applicable to Contractor's insurance must be declared to and approved by City. At City's option, either:
 - a) the insurer must reduce or eliminate such deductible or SIR with respect to City, including its elected officials, officers, agents, employees, consultants, volunteers and Design Professional; or
 - b) Contractor must procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- (2) Policies containing any SIR provision must provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City.
- (3) City reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right will not constitute a waiver of the right to exercise it later.

(E) ***Endorsements.*** The required CGL, automobile liability and builder's risk insurance policies must contain, or be endorsed to contain, the following provisions:

- (1) City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional, are covered as additional insureds as respects: any alleged liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; any automobiles owned, leased, hired or borrowed by Contractor. The coverage will contain no special limitations on the scope of protection afforded to City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional.
- (2) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional.
- (3) The insurance will apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's

liability. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(4) The policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(F) **Insurance Certificates and Endorsements.** Contractor must furnish properly executed certificates of insurance from insurance companies acceptable to City, with signed copies of the specified endorsements for each policy as required in Subsection M below. Such documentation must clearly evidence all coverages as required above, including specific evidence of separate endorsements naming City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional as additional insureds as also required above. The certificates must also provide that such insurance will not be materially changed, terminated or allowed to expire except after 30 days prior written notice thereof has been filed with the City Clerk by certified mail, return receipt requested, unless the change or termination is due to non-payment of premiums, in which case ten days prior written notice thereof must be filed with the City Clerk.

(G) **Completed Operations.** Contractor must maintain the required insurance coverage to the fullest amount allowed by law and must maintain the insurance for a minimum of five years following Final Completion of the Project. In the event Contractor fails to obtain or maintain completed operations coverage as required herein, City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

(H) **Cross-Liability.** The CGL policy must include a cross-liability or severability of interest endorsement.

(I) **Failure to Maintain Insurance Coverage.** Contractor's failure, for any reason, to maintain the required insurance coverage will be deemed a material breach of this Contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from such breach. Alternatively, City may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by City for the insurance.

(J) **Primary and Non-Contributory.** Contractor's insurance coverage under this Contract will be primary insurance as respects City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional. Any insurance or self-insurance maintained by City, its elected officials, officers, agents, employees, consultants, volunteers or Design Professional, will be excess of Contractor's insurance and will not contribute with it. The additional insured coverage under Contractor's policies will be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and will be at least as broad as CG 20 01 04 13.

(K) **Subcontractors.** Contractor must require all Subcontractors to maintain the same levels of insurance and provide the same indemnity that Contractor is required to provide under this Contract, including the requirements related to the additional insureds and waivers of subrogation.. Contractor must require each Subcontractor to provide evidence of the required insurance and endorsements prior to the Subcontractor's commencement of any Work. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

(L) **Subrogation Waiver.** Contractor agrees to waive subrogation rights against City, regardless of the applicability of any insurance proceeds, and to require all Subcontractors or others involved in any way with the Work to do likewise. Each required

insurance policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against City, its elected officials, officers, agents, employees, consultants, volunteers and Design Professional.

(M) **Verification of Coverage.** Contractor must furnish City with original endorsements effecting coverage required by this Section 4.3. The endorsements must be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements must be received and approved by City's Risk Manager before the Work commences. Contractor must provide substitute insurance coverage, and written proof of the substitute insurance coverage, to City, in the form of policies, certificates and endorsements acceptable to City's Risk Manager, no later than 30 days prior to the expiration date of any insurance policy required under this Contract.

- 4.4 Warranty Bond.** If required for this Project, within ten days following issuance of the notice of award, Contractor must submit a warranty bond, using the form included with the Contract Documents, to guarantee its Work as specified in Article 11, Completion and Warranty Procedures. The warranty bond must be issued by a surety admitted in California for 20% of the awarded Contract Price or as otherwise specified in the Contract Documents. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City.

Article 5 - Contract Time

- 5.1 Time is of the Essence.** Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed, and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work on the Project site before the date specified in the Notice to Proceed.

(B) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

- 5.2 Schedule Requirements.** All schedules must be prepared using standard scheduling software acceptable to City, and must provide schedules in electronic and paper form as requested.

(A) **Baseline (As-Planned) Schedule.** Within three calendar days following City's issuance of the Notice to Award (or as otherwise specified in the Special Conditions), Contractor must submit to City for review a final baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time. The final baseline schedule must be based on the draft baseline schedule submitted for the pre-construction conference pursuant to Section 2.2, above, and must incorporate City comments as directed during the pre-

construction conference. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, the activity's dependence on completion of other activities, and the duration of the activity.

- (1) *Specialized Materials Ordering.* The baseline schedule must include ordering and estimated delivery dates for specialized materials or items that are not readily available from suppliers.
- (2) *Long Lead Time Items.* The baseline schedule must include realistic estimates of the lead time required for ordering items that require a long lead time, such as items that must be specially fabricated or are subject to special handling or shipping.

(B) **City's Review of Schedules.** City will review and may note or take exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions taken in a schedule and must, within seven days, correct the schedule to address them.

(C) **Progress Schedules.** After City reviews a final baseline schedule on which no exceptions are taken, Contractor must submit to City an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

- (1) *Float.* The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and not to Contractor.
- (2) *Failure to Submit Schedule.* Reliable, up-to-date schedules are essential to timely, efficient and cost-effective administration of the Project. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has taken no further exceptions.

(D) **Recovery Schedule.** If City determines that the Work is more than two weeks behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acknowledgement.** Contractor and its Subcontractors must perform the Work in accordance with the most current schedule unless otherwise directed by City. City's review of a schedule does not operate to extend the time for completion of the

Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting.** Contractor must at all times prominently post in its on-site office a copy of the most current progress or recovery schedule that has no exceptions taken by City.

(G) **Reservation of Rights.** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays, from 7:30 a.m. until 4:00 p.m., except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

(I) **Additional Requirements for Work Schedules.** Any additional requirements for Work schedules may be included in the Special Conditions or Specifications.

5.3 Delay and Extensions of Contract Time.

(A) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. Contractor is not entitled to an extension of the Contract Time for delay that will not affect the time for Final Completion, based on the critical path in the baseline schedule.

(B) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

- (1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;
- (2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for timely completion of the Work;
- (3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for the timely performance and completion of the Work;

- (4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Worksite or review of the Contract Documents or other information provided or available to Contractor; or
- (5) Contractor's financial inability to perform the Work, including insufficient funds to pay its Subcontractors or suppliers.

(C) **Compensable Delay.** Pursuant to Public Contract Code Section 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay, or that does not affect the time for Final Completion, based on the critical path in the baseline schedule.

(D) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule reviewed by City. Recoverable Costs will not include home office overhead or lost profit.

(E) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

- (1) **Required Contents.** The request must include a detailed description of the cause(s) of the delay, and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.
- (2) **Delay Days and Costs.** The request must specify the number of days of Excusable Delay claimed, or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed, or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of calendar days, if any, by which an Excusable Delay or a Compensable Delay exceeds a concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract

Time, or compensation for Recoverable Costs for Compensable Delay, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

- (3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.
- (4) *Burden of Proof.* Contractor has the burden of proving that: (a) the delay was an Excusable or Compensable Delay, as defined above; (b) Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; (c) the delay will unavoidably result in delaying Final Completion; and (d) any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.
- (5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code Section 7102.
- (6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.
- (7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the Dispute Resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code Section 7203, if Contractor fails to achieve Final Completion within the Contract Time, City will charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate

as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) **No Limitation on Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of default or damage, including damage to property or persons, or for defective materials or workmanship. This provision for liquidated damages will not apply to the Contract or limit City in any way if Contractor abandons the Work. In such event, Contractor will be liable to City for all losses incurred.

Article 6 - Contract Modification

6.1 Contract Modification and Changes in Work. Modifications to the Contract are valid and legally binding only if, duly authorized by a written and signed Field Order or Change Order. City may also make changes in the Work without invalidating the Contract. City may direct changes in the Work, which may include Extra Work as set forth in Subsection (B) below. Any change in the Work, whether directed by City or pursuant to Contractor's request for a Change Order under Section 6.2 below, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, which may include commensurate changes in the Contract Price or Contract Time as applicable. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation pursuant to Public Contract Code Section 7101 based on cost reduction changes or "value engineering," unless otherwise specified in the Special Conditions, or unless expressly authorized in advance in writing by City.

(A) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. In the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(B) **Extra Work.** Contractor must promptly perform any Extra Work authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on the adjustments to the Contract Price or Contract Time for such work. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. Contractor must also provide City with summary report(s) of the Extra Work performed and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs. The Engineer will make any adjustments to Contractor's Extra Work report(s) based on the Engineer's records of the Work. When an Extra Work report(s) is agreed on and

signed by both City and Contractor, the report(s) will become the basis for payment under a duly authorized and signed Change Order.

(C) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, and subcontract amounts. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions.

(D) **Required Form.** Contractor must use City's form(s), or a format(s) approved by City, for submitting all Change Order requests or proposals, unless otherwise specified by City during the pre-construction conference.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete, and agrees that any costs, expenses, or time extension request not included herein is deemed waived. Contractor understands that submission of claims which have no basis in fact or which Contractor knows to be false may violate the False Claims Act, as set forth in Government Code Sections 12650 *et seq.*"

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods, but in the order provided:

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or schedule of values, will apply if unit pricing has previously been provided in Contractor's accepted bid schedule or schedule of values for

the affected Work. No additional markup for overhead or profit or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon lump sum, with no additional markup for overhead, profit or other indirect costs.

(C) **Time and Materials.** On a time and materials basis, which may include a not-to-exceed limit, calculated as the total of the following sums:

- (1) All direct labor costs, plus 15 percent markup;
- (2) All direct material costs, including sales tax, plus 15 percent markup;
- (3) All direct plant and equipment rental costs, plus 15 percent markup; and
- (4) All direct subcontract costs, plus 15 percent markup for the first \$2,000 in such costs and five percent markup for all subcontract costs in excess of \$2,000.

(D) **Markup.** Markup is deemed to include all indirect costs, including overhead and profit. Any additional bond or insurance premium costs will be considered to be included in the amounts charged to City as set forth above.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed change order, including disputes over the amount of compensation or extension of time that contractor has requested, the value of deleted or changed work, what constitutes extra work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the amount of compensation and added time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

6.6 Value Engineering. Unless otherwise specified in the Special Conditions, this Contract does not provide for payment of extra compensation to the Contractor for cost reductions resulting from a proposal submitted by the Contractor, and Contractor will not be entitled additional compensation for value engineering pursuant to Public Contract Code Section 7101.

Article 7 - General Construction Provisions

7.1 Permits and Taxes.

(A) **General.** With the exception of City building permit fees, Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work, including a City business license. Contractor and all Subcontractors must pay City business tax and registration tax for the business license under Fremont Municipal Code Chapter 5.05. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all notices, permits, licenses, and renewals required for the Work. Contractor will be solely responsible for finalizing and closing out all permits for the Project issued by City's building department and all other government agencies with jurisdiction over the Project.

(B) **Federal Excise Tax.** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

7.2 Temporary Facilities. Except as otherwise specified in the Special Conditions, and in addition to any requirements in the Specifications pertaining to temporary facilities, Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for material and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The locations of all temporary facilities must be approved by the City prior to installation.

(A) **Standards.** Such structures must be safe and adequate for the intended use, and installed and maintained in accordance with all applicable federal, state, and local laws, codes, and regulations.

(B) **Screening.** Contractor must fence and screen the Project site and staging area, and its operation must minimize inconvenience to neighboring properties.

(C) **Utilities.** Contractor must install and maintain the light, power, water and all other utilities required for the Project site, including the piping, wiring, lamps and related equipment necessary to perform the Work.

(D) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

(E) **Additional Requirements.** Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

7.3 Noninterference and Additional Work Areas. Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must notify the affected parties of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) **Offsite Acquisition.** Unless otherwise provided by City, Contractor must acquire, use and dispose of, at its sole expense, any additional Work areas, easements, and temporary facilities necessary to access and perform the Work.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability.

7.4 Signs. No signs may be displayed on or about City's property, except signage which is required by law or by the Contract Documents, without City's prior written approval as to size, design, and location.

7.5 Worksite and Nearby Property Protections.

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding exceptions to acceptance, if any.. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Drawings. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's real or personal property, the real or personal property of adjacent or nearby property owners, and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

- (1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work, the Project site, City's real or personal property, and the real or personal property of adjacent or nearby property owners.
- (2) Public wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.
- (3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) **Reporting Damage.** If any death, personal injury or property damage occurs in connection with the performance of the Work or otherwise in relation to the Project or the Contract, Contractor must immediately notify City. Contractor must first notify the Project Manager and the City Risk Manager's office by telephone and then promptly submit to the Project Manager and City Risk Manager a written report, in a form acceptable to City, with the following information: (1) a detailed description of the damage or injury, including the location, the circumstances, and the name and address of any injured or deceased person(s) and any affected property owner(s); (2) the name and address of any witnesses to the incident; and (3) the name and address of Contractor's insurance company representatives.

(D) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Drawings or apparent from inspection of the Project site, Contractor must immediately notify City and promptly submit a Request for Information to the Engineer and avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The

Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(E) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by law.

(F) **Post-Construction Restoration.** Contractor must ensure, as part of the Work, that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements.

(G) **Additional Requirements.** Any additional requirements for protecting the Work, the Project site and the adjacent or nearby property may be included in the Special Conditions or Specifications.

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must furnish evidence satisfactory to the Project Manager concerning the kind and quality of materials and equipment provided. Contractor must also employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation, and must be installed in accordance with the manufacturer's recommendation. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1 below. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must promptly notify City of any defects discovered in City-provided materials or equipment. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required, including payment of any royalties or license fees, for the use for or incorporation into the Work of an invention, design, product, material, equipment, device, or process that is patented, copyright-protected, or subject to advance licensure for use. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

(D) **Certificate of Compliance.** When a Certificate of Compliance is specified or for any material produced outside of the United States, Contractor must submit a Certificate of Compliance before incorporating that material into the Project. The Certificate of Compliance must be in a form acceptable to the Engineer, identifying the material and its source, and the lot. The Certificate of Compliance must be signed by the material producer stating that the material fully complies with the applicable requirements of the specifications. Submission of a Certificate of Compliance will not limit Contractor's continuing obligation to use only materials that conform with the requirements of the Contract Documents.

7.7 Substitutions.

(A) **"Or Equal."** Any specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name that is followed by the words "or equal" is intended to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost,. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City with no increase in Contract Price or Contract Time.

(F) **Contractor's Obligations.** City's review of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

(G) **Additional Requirements for Substitutions.** Any additional requirements for substitutions may be included in the Special Conditions or Specifications.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and locations during construction and/or fabrication and at any Worksite, including at shops and yards as well as at the Project site. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, provide City with safe access to the Worksite and make all portions of the Work available for inspection.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than two Working Days before any inspection or testing, and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond specified Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing.

(C) **Responsibility for Costs.** City will bear the initial cost of inspection and testing to be performed by City's inspectors or any independent testing consultants retained by City, subject to the following exceptions:

- (1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.
- (2) Contractor will be responsible for inspection costs, at City's established rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.
- (3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs. If the Engineer requests to see a covered or concealed portion of the Work that was not subject to such testing or inspection, Contractor must promptly uncover the Work but may also submit a request for a Change Order for the cost of uncovering and then re-covering that portion of the Work. However, if the uncovered Work does not conform to the Contract Documents, Contractor must pay all such costs and will not be entitled to any adjustment to the Contract Time or Contract Price.
- (4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.
- (5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as

specified. Any Work done without the required inspection(s) will also be subject to rejection by City.

(E) ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) ***Final Inspection.*** The provisions of this Section 7.8 apply to final inspection under Article 11, Completion and Warranty Provisions.

(G) ***Additional Requirements for Testing and Inspection.*** Any additional requirements for inspection and testing may be included in the Special Conditions or Specifications.

7.9 Worksite Maintenance and Operation. Contractor must at all times, on a 24 hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean and neat condition and in compliance with all regulatory requirements for air quality and dust control. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) ***Air Emissions Control.*** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any applicable law, regulation or rule.

(B) ***Dust and Debris.*** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If the Engineer determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Worksite and any dirt deposited on public streets.

(C) ***Clean up.*** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials. Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(1) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(2) If the Contract Documents include the Caltrans Standard Specifications, Contractor must comply with the Caltrans requirements for disposal of material outside of the highway right of way.

(D) ***Disposal.*** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into City's storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Worksite all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Worksite, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas, leaving those areas in the condition originally found or better.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and the cost will be deducted from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** All manufacturers' application or installation instructions must be provided to City at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees and warranties, must be delivered to City for review.

(B) **Instruction of Personnel.** Contractor or its Subcontractors must instruct City's personnel in the operation and maintenance of any complex equipment as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must maintain at the Project site a separate complete set of Drawings which will be used solely for the purpose of recording changes made in any portion of the Work in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Progress payments may be delayed, in whole or in part, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Drawings must be shown in detail. The location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings in PDF format to City for review and approval as a condition precedent to Final Completion.

7.12 Existing Utilities. As required by Government Code Section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Drawings or Specifications with reasonable accuracy, and for

equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

7.13 Notice of Excavation. Government Code Section 4216.2 requires that, except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert ("USA") at 800-642-2444 (for Northern California), at least two working days but not more than 14 calendar days before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations, and, if practical, Contractor must delineate with white paint or other suitable markings the area to be excavated. Contractor is required to contact USA before beginning Work on the Project, and take appropriate measures to avoid damaging or obstructing access to subsurface installations.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code Section 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law;

(2) Subsurface or latent physical conditions at the Worksite differing from those indicated by information about the Worksite made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Worksite of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions materially differ or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (A) above, Contractor will not be excused from any scheduled completion date provided for in the Contract Documents, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes between Contractor and City.

7.15 Trenching of Five Feet or More. As required by Labor Code Section 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural

engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections. Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must engage a California licensed surveyor to provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans.

7.18 Historic or Archeological Items.

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, burial grounds, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. Any suspension of Work required due to discovery of Historic or Archeological Items will be treated as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all applicable federal, state, and local laws and regulations concerning pollution of waterways.

(A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other applicable state, municipal or regional laws, ordinances, rules or regulations governing

discharge of stormwater, including applicable municipal stormwater management programs.

- 7.20 Noise Control.** The noise level from Contractor's operations must not exceed 86 dBa at a distance of 50 feet at any time. In addition, Contractor must comply with all applicable noise control laws, ordinances, regulations and rules, including any noise mitigation requirements in an environmental document applicable to the Project, such as a mitigated negative declaration or environmental impact report. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

Article 8 - Payment

- 8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, providing an itemized breakdown of all lump sum pricing previously provided in Contractor's Bid Proposal or Bid Schedule, including mobilization and demobilization. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods stipulated in the Contract Documents. For progress payments, compensation for unit-priced items will be based on the actual quantities installed during the preceding month, with the exception of items identified by City as a "Final Pay" items on the Bid Schedule, which will be paid for based solely on City's estimated quantities, except as provided in Section 8.8, on Final Payment.

(B) **Deleted or Reduced Work.** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

- 8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment installed in the Project, as well as authorized and approved Change Orders. Each pay application must be supported by Contractor's Bid Schedule or schedule of values and any other substantiating data required by the Contract Documents.

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code Section 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. City may adjust or reject the amount requested, in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Amounts withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

- (A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work;
- (B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Worksite City may deduct an amount based on the estimated cost to repair or replace;
- (C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments;
- (D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work;
- (E) For any unreleased stop notice, City may withhold 125% of the amount claimed;
- (F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount equal to five percent of the total amount requested;
- (G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's estimated cost to prepare the as-builts;
- (H) For Work performed without City review of Shop Drawings, when review of Shop Drawings is required before proceeding with the Work, City may deduct an amount based on the estimated costs to correct unsatisfactory Work or diminution in value;
- (I) For fines assessed under the Labor Code, as required by law; or
- (J) For any other costs or charges that may be offset against payments due, as provided in the Contract Documents, including liquidated damages.

8.4 Early Occupancy. Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will retain five percent of the amount due on each progress payment, or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

- (A) **Substitution of Securities.** As provided by Public Contract Code Section 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code Section 22300, and will be subject to approval as to form by City's legal counsel.

- (B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld under Section 8.3 or Section 8.6, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(D) below, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete under Public Contract Code Section 7107(c).
- 8.6 Setoff.** City is entitled to set off any amounts due from Contractor against any payments due to Contractor. City's entitlement to setoff includes progress payments as well as Final Payment and unreleased retention.
- 8.7 Payment to Subcontractors and Suppliers.** Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Worksite by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of the law, and those of the Contract Documents and applicable subcontract or supplier contract.
- (A) **Withholding for Stop Notice.** Pursuant to Civil Code Section 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.
- (B) **Joint Checks.** City reserves the right to issue joint checks made payable to Contractor and its Subcontractors or suppliers. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by City. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.
- 8.8 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Adjustments to under-payment or over-payment in previous progress payments, including adjustments to payments for unit-priced items based on actual quantities, may be included in the calculation of Final Payment. However, compensation items for identified by City as a "Final Pay" item on the Bid Schedule (marked "F") will be based solely on the estimated quantities provided in the Bid Schedule. Only changes in quantities due to design changes will be measured and paid separately pursuant to a Change Order. The date of Final Payment is deemed to be effective on the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.
- 8.9 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts, in accordance with Civil Code Section 8120, *et seq.* Any disputed amounts may be specifically excluded from the release.
- 8.10 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

9.1 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable federal and California laws, including the California Fair Employment and Housing Act (Government Code Sections 12900 *et seq.*), Government Code Section 11135, and Labor Code Sections 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements.

(A) **Eight Hour Day.** Under Labor Code Section 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) **Penalty.** Under Labor Code Section 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code Section 1815.

(C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code Section 1777.5, which is fully incorporated by reference.

(D) **Notices.** Under Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation.

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code Section 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Worksite.

(A) **Penalties.** Under Labor Code Section 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the current applicable prevailing wage rates under federal law, available online at <http://www.access.gpo.gov/davisbacon/ca.html>.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code Sections 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must

contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct; and
- (2) Contractor or the Subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further required by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code Section 1776, Contractor or Subcontractor has ten days in which to comply with requirements of this Section. If Contractor or Subcontractor fails to do so within the ten day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from progress payments then due.

9.5 Labor Compliance. Under Labor Code Section 1771.4, the Contract for this Project, if awarded on or after January 15, 2015, is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must comply with all applicable safety laws, rules and regulations and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored on or off site, and property at or adjacent to the Worksite.

(A) **Reporting Requirements.** Contractor must immediately provide a written report to City of all recordable accidents and injuries occurring at the Worksite. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by law or regulation.

(C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Worksite is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an

increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

10.2 Hazardous Materials. Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Worksite that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with Section 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Material Safety Data Sheets ("MSDS") at the Worksite, as required by law, for materials or substances used or consumed in the performance of the Work. The MSDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Worksite and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Worksite so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition. Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Worksite condition, the method of construction, or the way any Work must be performed.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) **Final Inspection.** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. Based on that inspection, City will prepare a punch list of items that are incomplete, incorrectly installed, or not operating as required by the Contract Documents. The omission of any such item from this punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents.

(B) **Punch List.** City will deliver the punch list to Contractor and will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. Following the final inspection, City will charge Contractor for

City's staff time and any other costs incurred for City's additional inspection(s) and review(s) of incomplete or unacceptable punch list Work.

(C) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including a warranty bond if required, instructions and manuals as required under Section 7.10, and as-built drawings as required under Section 7.11, all to City's satisfaction.

(D) **Acceptance.** The Project will be considered accepted upon the date specified in the Engineer's written memorandum of acceptance. The City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list. With the exception of warranty work, City's acceptance, subject to any express exceptions, terminates Contractor's duty to perform the Work.

(E) **Final Payment.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment.

11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of City's acceptance of the Project pursuant to Section 11.1(D) (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to acceptance, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period.

(F) **City's Remedies.** If Contractor, or its responsible Subcontractor, fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform to the Contract Documents at Contractor's sole expense. Contractor, or its surety, must reimburse City for its costs within 30 days following City's submission of a demand(s) for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs City incurs to correct the defective Work.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform to the Contract Documents at Contractor's sole expense. Contractor, or its surety, must reimburse City for its costs within 30 days following City's submission of a demand(s) for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs City incurs to immediately correct the defective Work, including any associated overtime charges.

11.3 Use Prior to Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion. City will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

(A) **Non-Waiver.** Occupation or use prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **City's Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to perform the Work.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for change in the

Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Section 9204 and Sections 20104 *et seq.*, which are incorporated by reference herein.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of the Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing, clearly identified as a "Claim" submitted pursuant to this Article 12, and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format.** A Claim must be submitted in the following format:

(1) General introduction, specifically identifying the submission as a "Claim" submitted under this Article 12.

(2) Relevant background information, including identification of the specific demand at issue, and the date of City's rejection of that demand.

(3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:

(a) The background of the issue, including references to relevant provisions of the Contract Documents;

(b) A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

- (c) A chronology of relevant events;
- (d) The identification and attachment of all supporting documents (see subsection (A), above, on Substantiation); and
- (e) Use of a separate page for each issue.

(4) Summary of issues and damages.

(5) The following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 *et seq.*)."

(C) **Submission Deadlines.**

(1) A Claim must be submitted within 15 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.8, above.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. **Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.**

12.3 City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code Section 9204. However, if City determines that the Claim is not adequately documented, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor.

(B) **Non-Waiver.** Any failure by City to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response, or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing of the sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute City's response in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) **Mediation.** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code Section 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of mediation equally, except costs incurred by each party for its representation by legal counsel or any other consultants.

(B) **Government Code Claims.**

(1) Timely presentment of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

12.6 Tort Claims. This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

- 12.7 Arbitration.** It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Damages.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula may not be used for any recovery under the Contract.
- 12.9 Multiple Claims.** In the interest of efficiency, City, acting in its sole discretion, may elect to process multiple Claims concurrently, in which case the applicable procedures above will be based on the total amount of such Claims rather than the amount of each individual Claim. Any such election will not operate to change or waive any other requirements of this Article.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

- 13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct work in accordance with the Contract Documents, City may immediately order the Work, or any portion of it, suspended until the cause for the suspension has been eliminated to City's satisfaction.
- (A) **Failure to Comply.** Contractor will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.
- (B) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.
- 13.2 Suspension for Convenience.** City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience, and not due to any act or omission by Contractor or its Subcontractors. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work as directed by City. The Contract Price and the Contract Time will be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience. However, the time for completing the Project will only be extended if the suspension causes or will cause delay in Final Completion.
- 13.3 Termination for Default.** Contractor may be deemed in default for any material breach of or inability to perform the Contract, including Contractor's: refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers; refusal or failure to correct rejected Work or replace or

repair any damage caused by Contractor, its agents, or Subcontractors; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; abandonment of the Work; or responsibility for any other material breach of the Contract requirements.

(A) **Notice of Default.** Upon City's determination that Contractor is in default, City may provide Contractor and its surety a written notice of default. The notice may, in City's sole discretion: provide an opportunity for Contractor to immediately cure the default; inform Contractor of City's intent to cure the default; or inform Contractor of City's intent to terminate the Contract as set forth below.

(B) **City's Right to Cure.** City may choose to cure the default through use of its own forces and charge Contractor for all resulting expenses. Such expenses may include charges for all City staff time spent and charges for any replacement contractor(s) engaged to cure the default, and any associated expenses such as for City administrative staff time, consultant fees and attorney's fees. Interest on all expenses will also be charged, in the amount of seven percent per annum from the date of payment for each expense. City may deduct all such expenses and costs from amounts otherwise payable to Contractor under the Contract.

(C) **Notice of Termination.** Within seven calendar days after the written notice of default has been given, unless the default is otherwise cured or arrangements to cure the default have been made and memorialized in writing to City's satisfaction, City may terminate the Contract by providing written notice thereof to Contractor with a copy to Contractor's surety.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to, within seven calendar days from the date of City's notice of termination, arrange for completion of the Work in accordance with the Performance Bond, Contractor's surety will be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces. City may use City staff or hire a replacement contractor(s), or use any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional expenses and costs incurred by City to complete the Work following termination. Such expenses may include charges for all City staff time spent and charges for any replacement contractor(s) engaged to complete the Work, and any associated expenses such as for City administrative staff time, consultant fees, and attorney's fees. Interest on all expenses will also be charged, in the amount of seven percent per annum from the date of payment for each expense. In addition, City will have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

(E) **Other Rights and Remedies.** No Contract termination by City, or other action City takes following such termination, will prejudice, limit or extinguish any other rights or remedies that will remain available to City by law or under the Contract Documents upon such termination. City may proceed against Contractor following Contract termination to recover all losses and costs City has suffered or incurred relating to Contractor's default.

(F) **Wrongful Termination.** If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including consequential damages, lost opportunity costs or lost profits.

13.4 Termination for Convenience. City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City's instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. Subject to City's directions in the notice, Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated. Contractor must also promptly cancel all existing subcontracts that relate to performance of the discontinued Work.

(A) **Compensation to Contractor.** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) *Completed Work.* The value of its Work satisfactorily performed to date, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) *Demobilization.* Actual and substantiated demobilization costs; and

(3) *Markup.* Five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

13.5 Effect of Any Contract Termination. Upon any termination pursuant to this Article, City may enter upon and take possession of the Project and the Work. City may also take possession of, for the sole purpose of completing the Work, all of Contractor's tools, equipment and appliances, and all materials on the Worksite or stored off the Worksite that will be incorporated in the Work. Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

14.1 Assignment of Unfair Business Practice Claims. Under Public Contract Code Section 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.

14.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.
- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that that bids were due.

END OF GENERAL CONDITIONS

Special Conditions

1. **Warranty Bond Requirement Waived.** The warranty bond requirement set forth in Section 4.4 and Section 11.1(C) is waived and does not apply to this Contract. Except as expressly stated, all other Final Completion and Warranty provisions set forth in Article 11 are unchanged and remain in full force and effect.

END OF SPECIAL CONDITIONS

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SECTION 010600 REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

This section includes regulatory and environmental requirements applicable to Contract.

1.02 SECTION INCLUDES

- A. This Section provides terms associated with the Contract environmental requirements
- B. Federal Water Pollution Control Act
- C. Chemicals
- D. Hazardous Substances Waste Materials and Asbestos
- E. Cultural Resources
- F. References to Regulatory Requirements
- G. Compliance with Americans with Disabilities Act

1.03 RELATED SECTIONS

- A. Section 010610 Regulatory Requirements - Hazardous Waste
- B. Section 015639 Tree Protection Fencing

1.04 REGULATORY REQUIREMENTS

- A. Summary
 - 1. This section includes regulatory requirements applicable to Contract.
- B. References to Regulatory Requirements
 - 1. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in the Contract. Codes, laws, ordinances, rules and regulations are not furnished to Contractor, since Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be used.
 - 2. Contractor's work shall conform to all applicable codes, laws, ordinances, rules and regulations which are in effect on date of contracting.
 - 3. References on the Drawings or in the Specifications to "code" or "building code" not otherwise identified shall mean the codes specified below, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.
- C. Codes which apply to Contract include, but are not limited to, the following:
 - 1. California Building Code (Part 2, Title 24, C.C.R., including, without means of limitation, sections 11A, 11B, 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)
 - 2. California Electrical Code (Part 3, Title 24, C.C.R.)
 - 3. California Mechanical Code (Part 4, Title 24, C.C.R.)
 - 4. California Plumbing Code (Part 5, Title 24, C.C.R.),
 - 5. National Electrical Code
- D. Laws, Ordinances, Rules and Regulations

1. During prosecution of Work to be done under Contract, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
 2. Federal
 - a. Americans with Disabilities Act
 - b. Federal Water Pollution Control Act
 - c. 29 CFR, Section 1910.1001, Asbestos
 - d. 40 CFR, Subpart M, National Emission Standards for Asbestos
 3. Executive Order 11246
 4. State of California
 - a. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
 - b. California Education Code
 - c. California Public Contract Code
 - d. California Health and Safety Code
 - e. California Government Code
 - f. California Labor Code
 - g. California Civil Code
 - h. California Code of Civil Procedure
 - i. CPUC General Order 95, Rules for Overhead Electric Line Construction
 - j. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
 - k. California Occupational Safety and Health Administration (Cal OSHA)
 - l. Occupational Safety and Health Administration (OSHA): Hazard Communications Standards.
 5. State of California Agencies
 - a. State and Consumer Services Agency
 - b. Office of the State Fire Marshall
 - c. Office of Statewide Health Planning and Development
 6. Local Agencies:
 - a. Bay Area Air Quality Management District
 - b. California Green Building Standard
 - c. City of Fremont
 - d. County of Alameda
 7. Other Requirements:
 - a. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
 - b. Energy Efficient Standards
 8. City of Fremont:
 - a. Per the City of Fremont Municipal Code
- E. Implementation of environmental mitigations shall be in accordance with the California Environmental Quality Act (CEQA) Guidelines, Title 14, CCR, Section 15091 and the National Environmental Policy Act (NEPA). Environmental mitigations come from the Mitigation Monitoring and Reporting Plan for the BART Warm Springs Extension Project EIR/EIS (see Exhibits - Environmental). Mitigation measures are requirements of regulatory agencies' permits and conditions of approval. The Contractor shall comply with the requirements and conditions specified in the listed Exhibits - Environmental.

1. Section 401 of the Clean Water Act Section, Water Quality Certification issued by the Regional Water Quality Control Board (RWQCB).
2. Section 402 of the Clean Water Act, National Pollutant Discharge Elimination System -General Permit for Stormwater Discharges Associated with Construction issued by the State Water Resources Control Board (SWRCB) located at the following website:
http://www.waterboards.ca.gov/water_issues/programs/npdes/. (A revised permit was adopted by SWRCB September 2, 2009 and goes into effect July 1, 2010).

1.05 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in the Contract. Codes, laws, ordinances, rules and regulations are not furnished to Contractor, since Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be used.
- B. Contractor's work shall conform to all applicable codes, laws, ordinances, rules and regulations which are in effect on date of contracting.
- C. References on the Drawings or in the Specifications to "code" or "building code" not otherwise identified shall mean the codes specified below, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.

1.06 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of this Agreement.

PART 2 PRODUCTS

Not applicable to this section.

PART 3 EXECUTION

3.01 MEASUREMENT AND PAYMENT

Full compensation for conforming to the provisions of this section shall be considered as included in prices paid for various contract items of work involved and no additional compensation will be allowed therefore, unless specified otherwise.

END OF SECTION

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SECTION 010610 Regulatory Requirements – Hazardous Waste

PART 1 GENERAL

1.01 SUMMARY

- A. Contrary to Article 10.2 of the General Conditions, this site does contain asbestos concrete pipe (ACP), and it may be encountered during the course of construction.
- B. This section supplements Section 010600 and the work specific listings of applicable regulatory requirements elsewhere in the specifications.
- C. This section includes regulatory requirements applicable to Contract work in connection with hazardous waste abatement and disposal, including, but not limited to, asbestos and asbestos containing materials, lead based paint, polychlorinated biphenyls, petroleum contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.
- D. Principal items specified herein are:
 - 1. Hiring of specialty contractor for removal of ACP.
 - 2. Handling and Disposal of ACP, including protection, signage, slurry backfill of sections abandoned in place, and legal disposal.
- E. Related Sections.
 - 1. Section 01 06 00 - Regulatory Requirements - Environmental Protection.

1.02 HAZARDOUS SUBSTANCES, WASTE MATERIALS, LEAD AND ASBESTOS

- A. Refer to Section 01 63 00 "Project Coordination" and the various reports attached herein performed by The Consulting Group for Lead and Asbestos abatement.
- B. Refer to the Special Provisions herein, Part 7-1.23 Removal of Asbestos and Hazardous Substances. The City's liability for the discovery of unforeseen deposits of hazardous substances, waste materials, and asbestos, shall be limited to the provisions of these Special Provisions, Caltrans Standard Specifications, and Section 25914.1 of the Health and Safety Code.
- C. The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of this Contract. The Contractor shall immediately report any such release to the Construction Manager. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the City by any agency as a result of such release, and shall hold harmless, indemnify and defend the City from any claims arising from such release. For purposes of this section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any proceeding brought against the City, its council members, officers or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the City."
- D. If the performance of the work outlines by these contract specifications creates any hazardous wastes, those wastes shall be properly disposed of according to Federal, State and local laws, at the expense of the Contractor. The Contractor

shall dispose of the wastes under its own EPA Generator Number or the City's EPA generator number if appropriate. The Contractor shall notify the Construction Manager of any such hazardous wastes and the City reserves the right to a copy of any tests conducted on the wastes and, at its cost, to perform additional tests or examination of those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend the City from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor.

- E. Contractor shall notify the City's Hazardous Waste Management Coordinator to coordinate disposal and recording of said disposals – Kate Shonk 510-979-5715.

1.03 REFERENCES TO REGULATORY REQUIREMENTS

- A. Refer to 010600 - Regulatory Requirements - Environmental Protection.

1.04 REFERENCED CODES AND SPECIFICATIONS

The work performed shall conform to the following regulations:

- A. California Code of Regulations (CCR), Title 8 "Industrial Relations," Subchapter 4 "Construction Safety Orders." § 1529, "Asbestos"
- B. Title 22, Division 4 Chapter 30 of the California Code of Regulations (CCR).
- C. National Emissions Standards for Hazardous Air Pollutants (NESHAP).
- D. Division of Occupational Safety and Health (CALOSHA).
- E. Bay Area Air Quality Management District (BAAQMD).

1.05 LAWS, ORDINANCES, RULES AND REGULATIONS

- A. During prosecution of Work under Contract, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, those listed below.
- B. Federal:
 - 1. Statutory Requirements:
 - a. Resource Conservation and Recovery Act, 42 U.S.C. " 6901 et seq.
 - b. Toxic Substances Control Act of 1976, 15 U.S.C. " 2601 et seq.
 - c. Hazardous Materials Transportation Act of 1975, 49 U.S.C. " 1801 et seq.
 - d. Clean Water Act, 33 U.S.C. " 1251 et seq.
 - e. Safe Drinking Water Act, 42 U.S.C. "3001 et seq.
 - f. Clean Air Act, section 112, 42 U.S.C. '7412
 - g. Occupational Safety and Health Act of 1970, 29 U.S.C. " 651 et seq.
 - h. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. " 11001 et seq.
 - 2. Environmental Protection Agency (EPA):
 - a. 40 C.F.R. Parts. 260, 264, 265, 268, 270
 - b. 40 C.F.R. Parts 258 et seq.
 - c. 40 C.F.R. Part 761

- d. 40 C.F.R. Parts 122-124
- 3. Occupational Safety and Health Administration (OSHA):
 - a. OSHA Worker Protection Standards, Title 29 CFR Part 1926.58, Construction Standards and 29 CFR 1910.1001 General Industry Standard
 - b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos
 - c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
 - d. National Emission Standard for Hazardous Air Pollutants, Title 40 CFR Part 61
 - e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763
- 4. Department of Transportation:
 - a. Title 49 C.F.R. 173.1090
 - b. Title 49 C.F.R. 172
 - c. Title 49 C.F.R. 173
 - d. DOT, HM 181 and MH126f
- C. State of California Requirements:
 - 1. Statutory Law:
 - a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code 25300 et seq.
 - b. Health and Safety Code 25359.4
 - c. Hazardous Waste Control Law, Health & Safety Code 25100 et seq.
 - d. Porter Cologne Water Quality Control Act, California Water Code 13000 et seq.
 - e. Health and Safety Code 25915-25924.
 - f. California Labor Code Chapter 6, including, without limitation, 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080.
 - g. California Business and Professions Code, including without limitation, 7058.5, 7065.01, 7118.5.
 - h. Underground Storage of Hazardous Substance Act, Health & Safety Code 25280 et seq.
 - i. Petroleum Underground Storage Tank Cleanup, Health and Safety Code 25299.10 et seq.
 - j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code 25249.5 et seq. (Proposition 65).
 - k. Above Ground Petroleum Storage Act, Health and Safety Code 25270 et seq.
 - l. Hazardous Materials Release Response Plans and Inventory, Health and Safety Code Chapter 6.95.

2. Administrative Code and Regulations:
 - a. Title 22 C.C.R. Division 4.5, Environmental Health Standards for the Management of Hazardous Waste 6600 et seq.
 - b. Cal OSHA Worker Protection Standards, Title 8 C.C.R. 1529, 5208.
 - c. Title 8 C.C.R. 1532.1, Lead in Construction Title 23 C.C.R. 2610 et seq.
3. Local Agency Requirements:
 - a. Bay Area Air Quality Management District, Fugitive Dust Rules.
 - b. Bay Area Air Quality Management District Regulation 11-2-303.
 - c. State Water Resource Control Board, Statewide General Construction Permit Requirements (Order 99-O8 DWQ).
4. City and County Requirements:
 - a. City Fremont Ordinances.
 - b. Alameda County ordinances.

1.06 PERMITS

- A. Contractor shall comply with, implement and acknowledge effectiveness of all the permits applicable to the Work, and initiate and cooperate in securing all required notifications or approvals therefore, including but not limited to permits affecting environmental work.

1.07 SUBMITTALS

Submit the following work plan:

- A. Removal and Legal Disposal of Asbestos Cement Pipe Plan
 1. Work plan shall include, but not be limited, to the following:
 - a. Name of specialty contractor to remove and dispose of AC pipe.
 - b. Schedule of work.
 - c. Regulated Work Area (RWA) to include area for disposal bin.
 - d. Security measures for work and disposal area.
 - e. Staff training – Contractor shall provide at least one competent person who is capable of identifying asbestos hazards at the job site for the entire duration of the AC pipe removal and disposal operation.
 - f. Trenching and removal of pipe procedure.
 - g. Contractors work plan for the removal of ACP shall be reviewed by City prior to the commencing work.

1.08 DEFINITIONS

- A. Adequately Wet: Penetration of the pipe wall, with liquid to prevent release of particulates.
- B. Asbestos-Cement Pipe: Also commonly referred to as AC Transit Pipe or ACP. Pipe that is generally composed of cement and asbestos fibers.
- C. Competent Person: A trained worker who is capable of identifying existing and predictable asbestos hazards, perform exposure assessment and monitoring, is

qualified to train other workers, and has the authority to take immediate corrective action to eliminate a hazardous exposure.

- D. Non-Friable Asbestos-Containing Material (NACM): Material containing more than 1 percent asbestos, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- E. Regulated Asbestos-Containing Material (RACM): Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder in the course of work.

1.09 RESPONSIBILITIES AND SAFETY

The Contractor is responsible for complying with California Code of Regulations (CCR) governing this work and shall conduct an Initial Exposure Assessment (IEA) of the work, as provided in Section (f) "Exposure Assessments and Monitoring" subsection 2, "Initial Exposure Assessment" of §1529, "Asbestos," of the CCR.

PART 2 PRODUCTS

2.01 ASBESTOS CEMENT PIPE (ACP)

- A. The pipe to be removed from the ground has been in service for approximately 50 years. The manufacturer and exact composition of the pipe to be removed is unknown. ACP is generally manufactured using Portland cement or pozzolan cement and asbestos fiber. Common pipe lengths are 3'-3," 6'-6," 9'-9" and 13'-0."

2.02 PIPE FITTINGS

- A. Brass, galvanized pipe, copper, cast iron, galvanized pipe or steel fittings shall be separated from pipe and disposed of separately by Contractor.

2.03 SLURRY BACKFILL

- A. All abandoned pipes shall be pumped full to prevent collapse with a 1-sack slurry mix.

2.04 TRENCH BACKFILL

- A. Trench backfill will be used to back fill all trenches containing solid reinforced concrete pipe (RCP) or solid PVC pipe.
- B. All solid pipe trenches in landscaping shall be backfilled trench backfill to within 12 inches from finished grade. Native soil previously excavated from the trench will be used to backfill the top 12 inches.
- C. Gradation requirements for trench backfill, refer to Section 11A and 11B, City Of Fremont Standard Trench Backfill Specification, Standard Specifications, dated January 1995 (amended) or the sieve analysis provided below.
- D. Compact to 90% minimum relative compaction.
- E. Sand equivalent: 20 min, per CTM 217
- F. Sieve Analysis – CTM 202, gray sand

<u>Sieve Size</u>	<u>Sieve Size</u>	<u>Percent Passing</u>
25.0 mm	1"	100
19.0 mm	3/4"	100
12.5 mm	1/2"	100
9.5 mm	3/8"	100

4.75 mm	#4	80
2.36 mm	#8	56
1.18 mm	#16	41
600 um	#30	33
300 um	#50	27
150 um	#100	22
75 um	#200	17.3

PART 3 EXECUTION

3.01 NOTIFICATIONS

- A. 24 hours prior to performing pipe removal operations, Contractor shall notify CALOSHA.
- B. Contractor shall notify City three (3) working days in advance of commencing pipe removal operations, if required for Park projects.

3.02 WORK AREA

- A. Establish a regulated work area, using at a minimum, construction warning tape to establish limits of work area for the ACP removal.
- B. On site stockpiling or storage of ACP designated for disposal shall not be allowed. Upon removal of each pipe segments and all connecting parts, it will be directly stored in the environmental bin provided by the contractor used for hauling by the Contractor. The location of disposal bin shall be determined by the contractor and approved by the City of Fremont.
- C. Contractor's shall provide a 40 cubic yard disposal bin for the purposes of storing ACP pipe removed from the trench for this project only. Upon the delivery of the disposal bin to the work site, Contractor shall perform the following:
 - 1. Contractor shall install, at a minimum, a security fence around the disposal bin. It shall be the Contractor's responsibility to use all means necessary to prevent access to the disposal bin by others during non-work hours of operation.
 - 2. Line the entire bin with 6-mil poly wrap plastic wrap prior to placing any AC in bin.
 - 3. Label bin in accordance with CCR, title 8, Section 5208 or NESHAP, 40CFR 61.152 (b) (1) (iv) (7/1/86 edition).
 - 4. Contractor may not use storage bin until all the requirements of this section are satisfactorily completed.

3.03 SAFETY

- A. Conduct an IEA.
- B. Provide a hand/face wash station.

3.04 EXCAVATION OF ACP

- A. Machine excavates to expose ACP.
- B. Hand excavates areas under pipe where breaks are planned.
- C. Pipe shall be pre-wetted prior to any breaks being made.

D. Pipe shall be snapped using mechanical snapping methods.

3.05 AC PIPE REMOVAL

- A. Pipe removal shall be by trained employees in conformance with Section (g) Methods of Compliance, of CCR, Title 8, § 1529, "Asbestos," mandating wet methods, vacuum cleaner with HEPA filters to collect debris and prompt cleanup.
- B. All required pipe breaking operations shall require adequate pre-wetting with potable water.
- C. The Contractor shall make every effort to minimize the number of pipe breaks. Wherever possible, the pipe should be removed by pulling the pipe out of the pipe joint collars.
- D. Remove sections of ACP intact at joint collars by mechanical snapping methods between collars.
- E. Wet and containerize waste materials as removed from the trench. Use lifting straps and methods that do not further damage the pipe.
- F. Sections of ACP that become cut or have broken edges shall be wet at exposed fractures and immediately wrapped. The pipe ends shall be sealed using a minimum 6-mil poly film wrap, which is securely fastened, taped to close the pipe end and shall have conspicuous, legible labeling that has the following or equivalent labeling:

CAUTION: CONTAINS ASBESTOS FIBERS - BREATHING ASBESTOS DUST
MAY CAUSE SERIOUS BODILY HARM

- G. ACP sections shall not be left exposed in public view, either in trench or in disposal area.
- H. All connecting parts of pipe, rubber gaskets, and pipe couplings shall be discarded with pipe.
- I. Sections designated to be abandoned in place shall be backfilled with slurry to prevent collapse during rough grading and rock placement activity. Pipe shall be capped at one end and a hole drilled into that end to allow for air to escape during pumping operations. Slurry shall be pumped from the high end to low end, or other method as determined by the contractor.
- J. ACP from this project only, shall be placed in the bin. No other construction waste within project limit shall be placed in the bin.

3.06 LEGAL DISPOSAL

- A. Removal of filled bin shall be coordinated with the City inspector. Contractor shall give City 48 hours notice prior to removing filled bin and providing for the delivery of a replacement bin.
- B. Contractor shall remove disposal bin from the job site within two (2) working days after notification to the City to do so. The bin shall be transported to an authorized legal dump site for legal disposal by others.

3.07 SLURRY BACKFILL AND TRENCH BACKFILL

- A. After ACP is removed from trench and placed in disposal bin, remaining sections in the ground, if abandoned in place, shall be slurry-filled to prevent future collapse.
- B. Contractor shall backfill the trench with on-site clean fill or City Standard trench backfill.

3.08 MEASUREMENT AND PAYMENT

Removal and Disposal of Asbestos Concrete Pipe shall be paid for from the contract supplemental upon site investigation and determination that the material is ACP.

END OF SECTION

PART 1 – GENERAL**1.01 SUMMARY**

- A. This section specifies requirements for managing construction and demolition debris, diverting debris from the landfill and accepted hauling practices.
- B. Related requirements specified elsewhere include, but are not limited to:
 1. Fremont Municipal Code
 2. California Building Standards Code, most current version (including CalGreen)
 3. Alameda County Waste Management Authority Ordinance 2008-01

1.02 PERFORMANCE REQUIREMENT

- A. Performance Requirement: The performance requirement for this project is to divert:
 - 100% of the asphalt and concrete through reuse or recycling
 - 100% of plant debris to be composted or used as mulch
 - 65% of remaining construction and demolition debris to be reused or recycled
- B. The Performance Requirement shall be satisfied by providing all of the following:
 1. An approved Waste Handling Plan within 10 days of Notice to Proceed
 2. Two Debris Diversion & Disposal Reports that include:
 - receipts, weigh tags or other acceptable documentation from approved recycling facilities that clearly indicate the performance requirement was met
 - the City of origin listed as Fremont
 - the type and weight of material reused or recycled
 - the weight of material landfilled (garbage).

1.03 DEFINITIONS

- A. "**Approved Recycling Facility**" means an off-site facility that provides processing of material for recycling, composting or other diversion from landfill and is approved by the City of Fremont. See the attached list for the facilities that are approved. Only these approved facilities may be used.
- B. "**Construction and Demolition Debris**" shall mean material generated as a result of construction, repair or demolition on pavement, houses, commercial buildings and other structures, as well as construction job sites, including discarded packaging, containers and waste construction materials. Materials may include a mixture of municipal solid waste and recyclable materials, such as, brick, concrete, scrap wood, scrap metal, sheet rock, cardboard, packaging and rubble.
- C. "**Divert**" includes reuse and recycling, and to use material for any purpose other than disposal in a landfill or transformation.
- D. "**Generator**" means an owner or responsible party (including employees and contractors of generators) of a residential dwelling, business, commercial or residential facility, and construction site, which generates municipal solid waste, organics and recyclable materials as a result of its business, facility or property activity, including construction sites.
- E. "**Hauler**" means any person or entity that transports municipal solid waste, recyclables, organics or other discarded materials.

- F. **"Municipal Solid Waste"** means all putrescible and non-putrescible solid, semisolid and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial waste, and other discarded wastes, including residue from recycling, composting and other similar processes.
- G. **"Recyclable Materials"** mean materials which may be returned to the economic mainstream as commodities for reuse, or for processing to create new or reconstituted products, which if not segregated from municipal solid waste would otherwise become municipal solid waste. Recyclable materials include single commodity construction and demolition debris.
- H. **"Self-Haul"** means generators who transport their own materials by using a vehicle owned by the generator and driven by the generator or their employee, rather than using the hauling services of the City's franchise hauler or a third party hauling company.
- I. **"Single Commodity Construction and Demolition Debris"** means soil, asphalt and concrete resulting from construction, remodeling, repair or demolition on pavement, houses, commercial buildings, multi-family dwellings and other structures, including construction job sites and that is source separated from each other and other materials, and contains less than 10% garbage or municipal solid waste. Any hauler who pays their business tax may haul soil, asphalt, and concrete in a debris box.

1.04 SUBMITTALS

- A. The Contractor is required to submit a schedule that will describe all construction, demolition and removal procedures, sequence of activities, and schedule of activities. The schedule must be submitted within 10 calendar days after receipt of the Notice to Proceed, prior to any demolition or construction activities, and must be approved by the Project Manager.
- B. The Contractor is required to submit a Waste Handling Plan to indicate how materials will be diverted from landfill and which facility will be used. The Waste Handling Plan must be submitted within 10 calendar days after receipt of Notice to Proceed and must be approved prior to any demolition or construction activities. Submit this form to: City Project Manager (See Notice to Bidders for contact information).
- C. The Contractor is required to submit a completed Debris Diversion & Disposal Report including receipts, weigh tags or other acceptable documentation at 50 percent completion of the Work. The report should be submitted within 30 calendar days of 50% completion of the Work.
- D. The Contractor is required to submit a completed Debris Diversion & Disposal Report including receipts, weigh tags or other acceptable documentation at 100 percent completion of the Work. The report should be submitted within 30 calendar days of the completion of the Work. Final payment will not be issued until the documentation is approved or outstanding fines resolved.
- E. Contractors who choose to self-haul construction debris instead of using a Republic Services debris box will be required to submit monthly Debris Diversion & Disposal Reports and deliver the material to approved facilities.

1.05 QUALITY ASSURANCE

- A. A City of Fremont Business tax (license) is required of all hired persons working in Fremont, including all contractors, subcontractors, and vendors.
- B. Republic Services is the only hauler authorized to haul construction and demolition debris from Fremont. The contractor must subscribe to debris box service with Republic Services for all construction and demolition debris materials, except soil, asphalt and concrete.
- C. Alternately, the contractor may self-haul the construction and demolition debris, using their own employees, equipment and vehicles, to an approved recycling facility on the attached list, as long as the debris hauling is an incidental part of construction or demolition services provided by the contractor.

- D. Soil, asphalt and concrete resulting from construction, remodeling, repair or demolition on pavement, houses, commercial buildings, multi-family dwellings and other structures, including construction job sites should be source separated from each other and other materials. Any hauler who pays their business tax may haul soil, asphalt, and concrete in a debris box.

1.06 WASTE HANDLING PLAN DEVELOPMENT and IMPLEMENTATION

- A. The Waste Handling Plan is an estimate of the amount and type of debris that will be generated from the project. It is important to create a Waste Handling Plan prior to starting the project to identify costs, potential savings and ensure proper recycling of the materials needed to achieve the diversion requirement. Estimate the amount and type of debris generated from the project, and then develop a plan for diverting the required percentage of construction and demolition debris from the landfill.
1. Identify each type of debris item generated during the project (wood, scrap metal, etc.). Propose means and methods for collecting and separating each type of debris deemed reusable or recyclable. Recommended Handling and Storage Procedures with suggested actions for salvage or recycling of each type of demolition and construction debris are provided at the end of this section.
 2. Estimate the weight or volume, by number of tons or cubic yards (CY), of each item that will be reused, recycled, or disposed in a landfill. Enter this number in the appropriate columns. If the materials are to be reused on site, list that in Reuse column: i.e., "wood waste chipped on site for mulch."
 3. Include an estimate of each type of construction debris generated by the project. Items subject to the estimate and diversion requirement include:
 - a. Asphalt & Concrete
 - b. Brick/Masonry/Tiles
 - c. Building Materials (doors, windows, fixtures, etc.)
 - d. Cardboard
 - e. Carpet/Padding/Foam
 - f. Ceiling Tiles (acoustic)
 - g. Dirt/Soil/Clean Fill
 - h. Drywall/Sheetrock
 - i. Electrical Components (light fixtures, cables, etc.)
 - j. Landscape Debris (Plant & Tree Trimmings)
 - k. Metal
 - l. Mixed C&D (3+ materials in one load that will be taken to an approved facility for recycling)
 - m. Mechanical Debris (ducts, plumbing fixtures, etc.)
 - n. Plastic
 - o. Trash/Garbage
 - p. Universal waste (thermostats, batteries, fluorescent tubes, etc.)
 - q. Wood and Pallets
 4. All the asphalt/concrete must be reused or recycled. All plant debris must be separated from other materials and composted or used for mulch and delivered only to facilities approved by the city of Fremont. 65% of the remaining debris must be reused or recycled to comply with the CalGreen Building Code. Asphalt, concrete and plant debris do not count toward meeting the 65% diversion requirement.
 5. List the name of an approved recycling facility for each type of debris. Contact the facility and verify that they can accept that debris item in the proposed quantities anticipated. Schedule each debris item and list the recycling service and recycling company name, telephone number, address, and person contacted.

B. Implementation

1. Maintain a log of each load, of each debris category item diverted from landfill and materials sent to recycling facilities. Maintain the receipts and weigh tags from all disposal and recycling activities.
 - a. Include the following information in the log: type of load, load weight, name of recycling service or facility, and date accepted by recycling service or by facility.
 - b. The Project Manager reserves the right to audit the log at any time. Contractor shall retain and provide to Project Manager all weight tickets, copies of receipts, invoices, and any other documentation related to the recycling or disposal of debris generated by the job.
 - c. Units of measure: Use same units as stated in the approved plan "good faith" estimate of construction or demolition debris (tons or cubic yards).

2. Designate specific on-site area(s) to facilitate separation of materials for potential reuse, salvage, and recycling. Do not mix garbage with materials designated for reuse, recycling or composting. Loads designated for recycling may not contain more than 10% garbage by weight or volume.
 - a. Keep garbage bins and pile areas neat and clean. Signage is required to clearly mark bins for each category of debris.
 - b. When ordering a debris box, be sure to specify that the materials are from a construction site and must be recycled, not landfilled. Inform the debris box vendor that you will require documentation that clearly states the city of origin as Fremont, and identifies the type and weight of material reused or recycled.
 - c. Landscape/plant debris: Separate plant and tree debris from other materials. The landscape debris must be composted, used for mulch or biofuel. Alameda County ordinance requires that plant and tree debris is composted. Landscape debris shall not be taken out of Alameda County, except to the approved facilities below.

3. Training and Coordination
 - a. Provide on-site instruction of appropriate salvage, reuse, separation, handling, and recycling methods to be used by all entities at the appropriate stages of the Project.
 - b. Provide copies of the Waste Handling Plan to all on-site supervisors, each subcontractor, and the Project Manager.
 - c. Include construction debris management on the agenda of meetings. At a minimum, discuss mandatory recycling requirements and debris management issues at the following meetings:
 - 1) Pre-demolition/pre-construction meeting
 - 2) Regularly scheduled job-site meetings

PART 2 – MATERIALS, EQUIPMENT AND FACILITIES

2.01 Furnish all materials, tools, equipment, devices, appurtenances, and services required for performing the salvage, demolition, and construction. Dispose of debris in a safe, acceptable manner, at approved facilities. Burying of trash and debris on the site is not permitted.

- A. Republic Services is the only approved debris box hauler for materials in Fremont (except for separated loads of concrete, asphalt or soil). It is illegal to subcontract with a third party to haul garbage or other construction debris.
- B. Alternately, the contractor may self-haul construction and demolition debris to an approved recycling facility, with some restrictions. Debris removal must be provided incidentally to construction or demolition services provided by the Contractor. Contractors can self-haul construction debris off site, if all these conditions are met:
- Contractor is providing a construction or demolition service on site and the debris removal is an incidental part of the work performed; and
 - Contractors use their own employees, company vehicles and equipment; and
 - Contractors deliver the construction debris to an approved facility (see list of approved facilities)
 - A City of Fremont Business tax (license) is required of all hired persons working in Fremont, including all contractors, subcontractors, and vendors.
- C. The following facilities are the **only** facilities approved to accept construction and demolition debris for recycling:

Name of Facility	Address	Phone
Fremont Recycling & Transfer Station	41149 Boyce Road, Fremont	(510) 252-0500
Newby Island Landfill	1601 Dixon Landing Road, Milpitas	(408) 432-1234
Zanker Material Processing Facility	675 Los Esteros Road, San Jose	(408) 263-2384
Davis Street Recycling and Transfer Station	2615 Davis Street, San Leandro	(510) 563-4257
Berkeley Transfer Station	1201 2nd St, Berkeley	(510) 981-7270
Vasco Road Landfill	4001 N. Vasco Rd, Livermore	(925) 447-0491
Guadalupe Landfill	15999 Guadalupe Mines Road, San Jose	(408) 268-1670

- D. Approved services for specific construction debris types:

Type of Material	Approved Hauling Options
All Garbage and Construction / Demolition debris	<ul style="list-style-type: none"> • Republic Services debris box or • Contractor self-haul to approved facility in list
Source separated recyclable material (wood, plant debris/green waste, sheetrock)	<ul style="list-style-type: none"> • Republic Services debris box or • Contractor self-haul to approved facility in list
Source separated recycling commodity (metal, cardboard)	<ul style="list-style-type: none"> • Republic Services debris box or • Contractor self-haul to approved facility or • Any approved debris box from metal recycler (Schnitzer Steel, Sims Metals etc.)
Source separated inerts (concrete, asphalt, soil)	<ul style="list-style-type: none"> • Republic Services debris box or • Contractor self-haul to approved facility/quarry or • Any approved debris box from inert recycler (Vulcan Materials, etc.)
The following materials cannot be collected in Republic Services debris box containers:	

asbestos, batteries and other universal waste, hazardous waste, liquids, paint, oils, medical waste, tires, televisions, monitors and appliances containing chlorofluorocarbons(CFCs)

PART 3 - EXECUTION

3.01

- A. Conduct construction and demolition to minimize interference with adjacent building areas.
- B. Conduct operations with minimum interference to public or private access.
- C. Maintain protected egress and access at all times.
- D. Perform demolition work in accordance with ANSI A10.6 and the accepted demolition plan or program.
- E. Remove items indicated for demolition within the limits of the work, and as required to complete the work of this contract. Do not remove anything beyond the limits of work indicated without prior written approval by the Project Manager. If in doubt whether to remove an item, obtain written approval by the Project Manager prior to proceeding.
- F. Remove materials from site as work progresses, but at least once per week. Remove debris from the site so that the debris accumulation will not delay the progress of the work. Debris shall be containerized at all times. Debris shall be the property and responsibility of the Contractor, unless otherwise specified and shall be removed and disposed of in a legal manner off the City's property.

3.02 MEASUREMENT AND PAYMENT

Full compensation for conforming to the provisions in this section "**Construction and Demolition Debris Management**" not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.



Waste Handling Plan - Form 1
(Pre-Demolition/Pre-Construction)

Permit BLD/PWC # _____

Project Name:

Project Address: _____

Date:

Contractor: _____

Contact:

Phone: _____

Email:

To complete the form:

Place an “**X**” in the box next to each type of material that will be generated from the project

- For materials that will go in a **debris box**, place the **X** in that column
- For materials that the **contractor will self-haul** using their own equipment and vehicles, place the **X** in that column
- For materials that the contractor will self-haul, provide the name of an approved recycling facility where the materials will be delivered. Approved facilities are listed in Section 01505.
- Return form to Project Manager within 10 days of the Notice to Proceed

Material	Republic Services Debris Box	Other Debris Box	Self-Haul by Contractor	Name of Recycling Facility
Asphalt / Concrete / Soil				
Plant or Tree Debris –				
Cardboard				
Metal				
Mixed Construction & Demolition debris <small>(ie, wood, metal, drywall, plastic)</small>				
Wood – unpainted/pallets				

Garbage				
Universal Waste (thermostats, batteries)				
Other:				

Recycling requirements:

- **RECYCLE 100% of asphalt and concrete and non-contaminated dirt/soil.**
- **RECYCLE 65% of remaining materials generated**
- **SEPARATE plant/tree debris from other material, and COMPOST 100% of plant debris**

SAVE ALL RECEIPTS FOR SUBMITTAL WITH A FINAL DIVERSION REPORT
Failure to provide proper documentation may result in a \$1000/ton penalty for each ton not recycled

Waste Handling Plan Acknowledgment			
<p>The Foreman for each Subcontractor that comes on site is to receive a copy of the Construction Waste Handling Plan and complete this Acknowledgment Form.</p> <p>I have read the Waste Handling Plan for the project; I understand the goals of this plan and agree to follow the procedures in the Fremont Municipal Code (<i>Fremont Municipal Code § 8.40-Solid Waste, Recyclables and Organics Management Ordinance www.fremont.gov</i>).</p>			
DATE	SUBCONTRACTOR COMPANY NAME	FOREMAN NAME	SIGNATURE

All Subcontractors shall comply with the project's Waste Handling Plan, and will provide weight and waste diversion data for their debris. Foremen shall sign the Acknowledgment Sheet.

Subcontractors who fail to comply with the Waste Handling Plan will be subject to backcharges or withholding of payment, as deemed appropriate. For instance, Subcontractors who contaminate debris boxes that have been designated for a single material type will be subject to backcharge or withheld payment.

1. The project's debris diversion requirements are 100% of asphalt, concrete, inerts, plant debris.
2. 65% of the remaining waste that is generated on this jobsite will be diverted from the landfill and recycled for other use.
3. The Waste Handling Plan identifies the materials that will be generated from the project, and the diversion strategy for each material type.
4. Waste prevention and recycling activities will be discussed at the beginning of subcontractor meetings. As each new subcontractor comes on-site, the contractor will present him/her with a copy of the Plan and provide a tour of the jobsite to identify

materials to be salvaged and the procedures for handling jobsite debris. All Subcontractor foremen will acknowledge in writing that they have read and will abide by the Plan. The Waste Handling Plan will be posted at the jobsite trailer.

5. Salvage: Excess materials that cannot be used in the project should be returned to the vendor, the owner, or donated to charity if feasible.
6. Republic Services debris boxes will be delivered to the Fremont Recycling and Transfer Station. As site conditions permit, additional debris boxes should be used for particular phases of construction (e.g., concrete and wood waste) to ensure the highest amount of diversion possible.
7. In the event that the waste diversion rate is projected to be lower than what is required, then a strategy of source-separated waste diversion and/or waste stream reduction will be implemented. Source separated waste refers to jobsite waste that is not mixed but is instead allocated to a debris box designated for a single material type, such as clean wood or metal.
8. In the event that site use constraints (such as limited space) restrict the number of debris boxes that can be used for collection of designated waste the project Superintendent will, as deemed appropriate, allocate specific areas onsite where individual material types are to be consolidated. These collection points are not to be contaminated with non-designated waste types.

Recommended Handling & Storage Procedures

Item or Material by Division	Suggested Action
02 SITEWORK	
Asphalt Paving	<i>Salvageable</i> - reuse for temporary road construction
Chain Link Fencing	<i>Salvageable</i> - roll up chain link and cut off posts to maximum length allowable - all accessories (tops, clamps, bolts, straps, etc.) should be kept together in a container
Wood Fencing	<i>Salvageable</i> - if possible, dismantle in sections for easy re-erection - cut posts off at ground level
03 CONCRETE	
Cast-in-place Concrete	Recyclable - typically too large for salvage and reuse
Precast Concrete	Recyclable - typically too large for salvage and reuse
04 MASONRY	
Concrete Block	<i>Salvageable</i> - if not concrete filled - recyclable if filled with concrete
Paving Stones	<i>Salvageable</i> - stack and palletize for easy removal
Brick	<i>Salvageable</i> - if set with lime-based mortar - recyclable if set with concrete
Decorative Concrete Block	<i>Salvageable</i> - if not concrete filled - recyclable if filled with concrete
05 METALS	
Reinforcing Steel (rebar)	Recyclable - usually imbedded in concrete, therefore not reusable
Steel Flashing	Recyclable - usually not in suitable condition for reuse
Interior Metal Wall Studs	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
Structural Steel	<i>Salvageable</i> - includes I-Beams, H-Beams, Square Tubing, Pipe, and Chanel Iron - ensure care is taken to keep straight - separate by size
Cast Iron	Recyclable - usually too old and brittle for reuse
Copper	Recyclable - rarely salvageable due to the possibility of damage while salvaging
Aluminum Soffit	Recyclable - usually not in suitable condition for reuse
Misc. Steel	<i>Salvageable</i> - includes Pipe, Q-decking, Square-tubing, and Wilson joists - prior to reuse must determine the item's structural ability to meet current Building Code - recyclable if item is bent or structural ability is compromised
06 WOOD & PLASTICS	
Regular Wood Framing	<i>Salvageable</i> - all lumber should be slated, stacked and banded according to dimension and lengths - stacks should be kept uniform (ensure piles fit in accordance with truck deck, 2 piles side by side - each pile a maximum width of 4' each including dunnage, height of piles should be kept to 3' to 4' maximum)
Pressure Treated Wood Framing	<i>Salvageable</i> - same as regular wood framing
Regular Plywood Sheathing	<i>Salvageable</i> - stack in piles keeping full sheets together and partial sheets together in lots of 50 pieces - separate by 1/4", 1/2", 3/4" etc. - recommend stacking nail side to nail side - materials should be kept dry by covering with plastic sheeting (which also allows for air flow)
Pressure Treated Plywood Sheathing	<i>Salvageable</i> - same as regular plywood sheathing
Laminated Beams	<i>Salvageable</i> - beams should be kept dry by covering with plastic sheeting (which also allows for air flow) - beams should be supported in such a manner as to keep them straight and should be slated to allow air flow when stacked
Wood Truss Joists	<i>Salvageable</i> - joists should be supported in such a manner as to keep them straight and should be slated to allow air flow when stacked

Item or Material by Division	Suggested Action
Heavy Timbers/Posts	Salvageable - all timber should be sorted according to dimension and length - timber should be slated to allow air flow - all damaged ends should be trimmed
Washroom Counters	Salvageable - if fixtures are removed, counters can be stored vertically (like doors) - should be kept dry

07 THERMAL & MOISTURE PROTECTION	
Roofing Gravel	Salvageable - reusable
Fiberglass Bat Insulation	Salvageable - prevent from getting wet
Rigid Fiberglass Insulation	Salvageable - prevent from getting wet
Plastic sheeting Rigid Insulation	Salvageable - stack and band for easy transport
Copper Flashing	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
Roof Drains, Metal	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
08 DOORS & WINDOWS	
Doors, Metal	Salvageable - remove with full frame and hardware - apply a metal self tapping screw through the top of the door to hold it in the frame as a unit - label keys belonging to each door
Doors, Wood	Salvageable - remove with full frame and hardware - nail the door through the frame to hold it from falling out of jam - label keys belonging to each door
Bi-Fold Doors, Metal	Salvageable - remove all hardware parts and attach to door (e.g. in plastic zip lock bags) - wrap track on edge of door with duct tape
Bi-Fold Doors, Wood	Salvageable - remove all hardware parts and attach to door (e.g. in plastic zip lock bags) - screw track on edge of door
Overhead Doors	Salvageable - must be removed carefully (as doors have spring assembly) - all door hardware should be kept together - (hinges, screws, rollers, guides etc.) - door panels should be stacked face to face - track should be marked left and right - note, it is very important to keep all parts
Patio Doors	Salvageable - remove and stand vertically with drains to the bottom
Metal Sliding Doors	Salvageable - dependent on size and condition of doors and hardware - recyclable otherwise if too large or not in suitable condition
Mechanical Closures	Salvageable - dependent on age and physical condition
Panic Hardware	Salvageable - keep all parts together (e.g. in plastic zip lock bags)
Pre-Finished Aluminum Thermal Windows	Salvageable - dependent on the size - smaller windows should always be salvaged but larger windows can be difficult to resell (especially if fixed/non-opening)
Metal Sash Windows	Salvageable - if small but limited marketability - recyclable otherwise by removing glass and recycling metal frame
Glass Panels	Salvageable - limited marketability - store vertically or horizontally - ensure panels are level or supported in order to prevent damage to the seal
Unframed Glass Mirrors	Salvageable - store vertically on either a carpet, cardboard, or rubber surface for protection - recommend storing face to face
Store Fronts	Salvageable - best to be keep in one unit - store on A-frame rack and tie back
Skylights	Salvageable - ensure that seal is not broken - store where not affected by wind
09 FINISHES	
Carpet/Carpet Tiles	Salvageable - if in very good condition
Terra Cotta Tile	Salvageable - dependent on quantities available, since sometimes difficult to match if product is obsolete
Metal Base Board	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
Wood Base Board	Salvageable - remove, denail (if possible), stack face to face, and hold together

	with duct tape - keep sizes and lengths together (if possible)
Hardwood Flooring	<i>Salvageable</i> - if tongue and groove flooring - remove, denail, stack face to face, and hold together with duct tape - keep lengths together (if possible) - thin strip flooring is not salvageable (i.e. too thin for refinishing)
Gypsum Panels	Recyclable
Wood Paneling	<i>Salvageable</i> - if in suitable condition (otherwise not cost effective) - recyclable otherwise (with clean wood)
Metal Suspension System	Recyclable - usually too time-consuming to save in suitable condition for reuse, therefore not cost effective
Specialty Wood Finishes	<i>Salvageable</i> - includes mantels, built-in shelving, bookcases, crown moldings, and window sash - keep all trim work where possible
Cabinets	<i>Salvageable</i> - includes kitchen and bathroom cabinets - if possible, take a picture of the cabinet in place prior to removal as this will give potential purchasers a better idea of how the cabinets look in place
10 SPECIALTIES	
Toilet Partitions	<i>Salvageable</i> - must ensure all hardware is available
Framed Glass Mirrors	<i>Salvageable</i> - store vertically on either a carpet or rubber surface for protection - recommend storing face to face
Towel Racks, Soap Dispensers, and Other Washroom Accessories	<i>Salvageable</i> - for commercial products ensure all keys to open units are included
Shower Stalls	<i>Salvageable</i> - if acrylic stalls - ensure the stall is suitable condition and not cracked or overly worn
Chalk boards and White boards	<i>Salvageable</i> - limited marketability
Metal Lockers	<i>Salvageable</i> - for ease of handling and resale, break into units of 6 or less
Old Hardware	<i>Salvageable</i> - includes glass door knobs, hinges, and antique items
11 EQUIPMENT	
Household appliances	<i>Salvageable</i> - if in suitable condition - includes fridges, stoves, stove hoods, dish washers, freezers, washers, and dryers
12 FURNISHINGS	
Metal File Cabinets	<i>Salvageable</i> - only if in very good condition
Metal Shelving Unit	<i>Salvageable</i> - when dismantling ensure all bolts, nuts and additional parts are kept together - recommend marking sections in order to make it easier to re-erect
Commercial Metal Racking	<i>Salvageable</i> - when dismantling ensure all bolts, nuts and additional parts are kept together - recommend marking sections in order to make it easier to re-erect
Metal Desks	<i>Salvageable</i> - if in suitable condition - recyclable otherwise
Wood Desks	<i>Salvageable</i> - if in suitable condition
14 CONVEYING SYSTEMS	
Winches	<i>Salvageable</i> - if in suitable mechanical condition - recyclable otherwise
15 MECHANICAL	
Toilets	<i>Salvageable</i> - limited marketability due to current Plumbing Codes (white toilets offer the best resale opportunities) - recyclable otherwise (sink with concrete and taps with metals)
Urinals	<i>Salvageable</i> - ensure there are no cracks and the hardware is working - recyclable otherwise (sink with concrete and taps with metals)
Ceramic Sinks	<i>Salvageable</i> - if in suitable condition, recyclable otherwise (sink with concrete and taps with metals)
Stainless Steel Tanks	<i>Salvageable</i> - dependent on previous usage (sometimes required to destroy for contamination reasons) - recyclable otherwise
Janitor Sinks	<i>Salvageable</i> - dependent on its condition - recyclable if made of old cast iron

Bath Tubs	<i>Salvageable</i> - dependent on its condition and colour (white bath tubs and old claw foot tubs offer the best resale opportunities)
Radiators	<i>Salvageable</i> - dependent on size (for ease of handling, 20 to 25 ribs would be the maximum suitable size for salvaging) and condition - recyclable otherwise
Hot Water Tanks	<i>Salvageable</i> - if year 1995 or newer - recyclable otherwise
Suspended Blow Heaters	<i>Salvageable</i> - if year 1990 or newer - recyclable otherwise
Wall Mount Radiators	<i>Salvageable</i> - dependent on its condition - recyclable otherwise
Wall Mount Electric Radiators	<i>Salvageable</i> - dependent on its condition - recyclable otherwise
Mechanical Water Pumps & Tanks	<i>Salvageable</i> - dependent on its condition - recyclable otherwise
Oil Interceptor	Recyclable
Oil Storage Tank	<i>Salvageable</i> - dependent on previous usage (sometimes required to destroy for contamination reasons) - recyclable otherwise
Ventilation Ducting	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Metal Ducting\Ventilation	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Stainless Steel Ducting\Ventilation	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Copper Ducting\Ventilation	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Aluminum Ducting\Ventilation	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Piping	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Exhaust Hood, Galvanized Metal	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Exhaust Hood, Stainless Steel	<i>Salvageable</i> - dependent on size and condition - recyclable otherwise
Supply Air Units	<i>Salvageable</i> - dependent on age, condition, and marketability - specialty item
Return Air Metal Grill	<i>Salvageable</i> - if in suitable condition or collectable, recyclable otherwise (with metals)
Fresh Air Metal Diffuser	<i>Salvageable</i> - if in suitable condition or collectable, recyclable otherwise (with metals)
Fire Bells	<i>Salvageable</i> - if in suitable condition or collectable, recyclable otherwise (with metals)
Air Receiver Tank	<i>Salvageable</i> - based on marketability - specialty item
Compressor Tank	<i>Salvageable</i> - based on marketability - specialty item
Compressor Motor	<i>Salvageable</i> - dependent on age and condition - recyclable otherwise
After Cooler	<i>Salvageable</i> - based on marketability - specialty item
Boilers (hot water heating)	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
HVAC Roof Systems	<i>Salvageable</i> - dependent on age and condition - recyclable otherwise
Gas Furnaces	<i>Salvageable</i> - dependent on size and condition and if year 1995 or newer - recyclable otherwise
16 ELECTRICAL	
Transformers	Usually tested for PCBs and if confirmed, then handled as a special waste - <i>salvageable</i> otherwise
Switch Boxes	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
Receptacle Switches	<i>Salvageable</i> - dependent on age and condition - landfilled otherwise
Receptacle Plugs	<i>Salvageable</i> - dependent on age and condition - landfilled otherwise
Heat Detectors	<i>Salvageable</i> - dependent on age, size and condition - landfilled otherwise
Exhaust Fans	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
Electrical Ceiling Blade-Fans	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
Incandescent Light Fixtures	<i>Salvageable</i> - dependent on age, size and condition - recyclable or landfilled otherwise
Fluorescent Light Fixtures	Usually tested for PCBs and if confirmed, then handled as a special waste - <i>salvageable</i> otherwise - dependent on age and condition
Battery Lighting Fixtures (wall mount)	<i>Salvageable</i> - dependent on age (as sometimes batteries are limited to holding a charge) - landfilled otherwise
Exit Lights	<i>Salvageable</i> - dependent on age (as sometimes batteries are limited to holding a charge) - landfilled otherwise
Panel Boxes	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise
Commercial Vapor Lights	<i>Salvageable</i> - dependent on age and condition - landfilled otherwise
Street Lights on Poles	<i>Salvageable</i> - dependent on age, size and condition - recyclable otherwise

END OF SECTION

SECTION 015639 Tree Protection

PART 1 GENERAL

1.01 DESCRIPTION

- A. Section includes protecting and maintaining existing trees, not specifically designated for removal, affected by this Work, whether or not tree trunk is located within project site. Include pruning and remedial work, protection and irrigation during removal work, site work and construction.
- B. Tree Protection Measures shall be applied to all Landscape Trees designated for preservation with tree protection fencing as indicated on plans. These measures shall include but not be limited all items listed within the "Tree Preservation Notes" and the "Tree Preservation Detail" including all Tree Protection fences.
- C. General: The Contractor shall exercise all necessary precautions so as not to destroy or damage any trees, or other vegetation, including that landscaping material lying within the project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the City or other jurisdictional agency. All existing trees and other vegetation, which become damaged during demolition, shall be trimmed or replaced by the Contractor in consultation with a certified arborist to the satisfaction of the City and/or agency. Tree trimming and replacement shall be accomplished as approved and directed by the Engineer.
- D. Replacement: Refer herein to "Tree Replacement"
- E. All trees to be preserved and protected shall be watered by whatever means necessary to keep the trees in a healthy condition.

1.02 RELATED SECTIONS

- A. Section 020500 - Demolition
- B. Section 022000 - Earthwork
- C. Landscape Standard Details, LSD-9, or most current revision.

1.03 DEFINITIONS

- A. DBH – Diameter at Breast Height
- B. "Drip line" is defined as outermost extent of tree canopy, encompassing tree canopy, trunk, roots and soil. In no case shall drip line encompass an area less than a 10 foot diameter circle.
- C. "Injury" is defined, without limitation, as any bruising, scarring, tearing, or breaking of roots, branches or trunk; or soil compaction or contamination resulting in decline of health of tree.
- D. "Critical Root Zone" is defined as a minimal distance from the trunk where roots must be protected from construction related activities
- E. "Root Pruning": All pruning shall be done by a State of California Licensed Tree Contractor (C61/D49). All pruning shall be done by Certified Arborist or Certified Tree Worker in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2008-Revised) and adhere to the most

recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300).

- F. Consulting Arborist: Referred to from here on as City's Arborist, shall be retained by the City through an existing Master Service Agreement, specifically for this project work. The Contractor shall be required to coordinate and take direction from the City's Arborist to maintain the health and structure of trees affected by overlay, curb, and gutter work within the scope of this project.
- G. Certified Arborist or Certified Tree Worker: A worker that has been certified by the International Society of Arboriculture (ISA), in compliance with ISA standards, as experienced and capable of tree trimming and root pruning per the ISA guidelines, or the requirements as defined herein.
- H. Landscape Standard Details (LSD) – Included as part of the Fremont City Standard Details for Improvements within Public Right of Way; Approved by City Council, Resolution No 2006-31, April 1985; amended December 13, 2011; and last revised September 5, 2012.
- I. Infrastructure: The limits of work of the project as delineated on the plans, described in the special provisions, and as described by the Standard Specifications.

1.04 QUALITY ASSURANCE

- A. General Responsibility: The Contractor shall be directly responsible for protection and welfare of existing trees, which are noted to remain. This responsibility shall continue throughout the full construction period until the entire project is completed and accepted by the City and through completion of the maintenance period.
- B. Qualifications of workmen: Trimming shall be performed only by a certified arborist, or certified tree worker, certified by the International Society of Arborists; in compliance with ISA or ANSI standards. Contractor shall be responsible for obtaining and scheduling arborist, and shall have an arborist on site continuously while existing trees or roots are being pruned or remedial work is being performed. Arborist must be approved by the City of Fremont in writing.
- C. Reference Standards: Published specification, standards, tests, or recommended methods of trade industry apply to work of this section.
- D. International Society of Arboriculture (ISA) "Guide for Establishing Values of Trees and Other Plants," prepared by the Council of Tree and Landscape Appraisers.

1.05 JOB CONDITION

- A. Contractor shall install tree protection fencing before any construction equipment enters the site, and must not be removed during the demolition or grading process. Fencing can be adjusted during the demolition, grading and construction activities.
- B. Sequencing schedule: Coordinate and cooperate with other trades to enable the work to proceed as rapidly and efficiently as possible.

1.06 GUARANTEE

- A. Contractor shall guarantee that all plants covered by the provisions of this Section will be healthy and in flourishing condition of active growth one year from the date of final completion.
- B. During the warranty period the Contractor shall be liable for damages to all trees covered by the provisions of this Section.

PART 2 PRODUCTS

2.01 TREE PROTECTION FENCING

- A. Tree Protection Fence: 6-foot high chain link fence, sturdy and capable of acting as a barrier against objects, vehicles, etc., and designed so as to allow for access to inside for care of tree as required. It shall be continuously maintained and repaired as necessary. Metal shall be galvanized.
- B. Refer to LSD-9 and Tree Protection notes incorporated into the project plans.
- C. Install tree protection fencing around trees to be preserved at a distance required from the base of the trunk to the drip line of the tree. Fencing shall remain until landscape work has commenced, and it shall be removed when authorized by the Engineer.
- D. Fence Relocation: During the course of construction, relocation of the fence may be required to facilitate construction. Contractor shall request authorization to relocate fence. Requests for Authorization shall be in writing to the Engineer 48 hours prior to anticipate relocation at no cost to the City.

2.02 TREE BARK MULCH

Prior to beginning construction, install tree protection fencing. For trees being protected using LSD-9 immediately after fencing is installed, cover the entire soil area inside the fence with a three-inch thick layer of mulch, holding the mulch back from the tree trunk a minimum of 6 inches. Mulch shall be Sun-up Walk-on bark, or approved equal.

2.03 CITY ASSIGNED ARBORIST/CONSULTING ARBORIST

- A. All requirements defined in Section 01 56 30 shall apply herein.

PART 3 EXECUTION

3.01 TREE PROTECTION AND TREE PRESERVATION

- A. Tree Preservation Notes per city LSD-9:
 - 1. Current standard detail at city engineering division shall prevail.
 - 2. Tree protection measures must be in place before construction, demolition and/or grading activities commence. City of Fremont will stop construction if tree protection measures are not in place and maintained throughout the construction period.
 - 3. Trees called out for preservation shall be fenced at the drip line. Fencing may occur at the combined drip lines of groves of trees. Place a three-inch thick layer of bark mulch beneath drip lines of trees to be preserved. Keep bark mulch back from the tree trunk a minimum of 6 inches.

4. Fencing shall be 6 feet tall chain link fencing with steel posts embedded in the ground.
 5. No grading shall occur within the drip lines/fenced area of existing trees unless required by the plans, or the nature of the work.
 6. No construction materials or construction vehicles may be stored within the drip lines/fenced area of existing trees.
 7. Construction vehicles or machinery may not pass between two or more existing trees identified for preservation if their canopies are within 10 feet of touching. Additional fencing may be required by the city as needed.
 8. The contractor is required to have an arborist certified by the International Society of Arboriculture (ISA), approved by the city, on site if site construction efforts require removal of existing roots or branch pruning. Roots approved for cutting must be cut cleanly with a saw. Ripping or shredding roots subject to fine/penalty.
 9. Unauthorized tree removal is subject to replacement equal to the appraised value of the tree lost per FMC 4-5108.
 10. The contractor is required to water, fertilize and attend to other maintenance needs of existing trees to maintain healthy growth throughout the construction period. An earthen berm measuring minimum 6 feet in diameter, and 6 inches in height shall be constructed at the base of each tree to function as a temporary watering basin during the construction period. Trees shall be watered according to weather and tree species requirements.
 11. If trees are being relocated: relocation of existing trees shall occur under the observation and direction of a certified arborist approved by the city of Fremont.
 12. Trunk wrap protection shall occur for trees situated in small tree wells or sidewalk planters. This form of protection will be allowed by approval from senior landscape architect only.
- B. Contractor shall install tree protection fencing before any construction equipment enters the site, and must not be removed during the demolition or grading process. If fencing is installed, fencing can be adjusted during the demolition, grading and construction activities.
 - C. Install tree protection fencing around trees to be preserved at a distance required from the base of the trunk to the drip line of the tree. Fencing shall remain until landscape work has commenced, and it shall be removed when authorized by the Engineer.
 - D. Immediately after fencing is installed, cover soil area inside fence with three-inch thick layer of mulch as specified in Section 32 90 00 - Planting. Mulch shall be held back from the base of the tree trunk a minimum of 6 inches.
 - E. During the course of construction, relocation of the fence may be required to facilitate construction. Contractor shall request authorization to relocate fence. Requests for Authorization shall be in writing to the Engineer 48 hours prior to anticipate relocation at no cost to the City.

3.02 PROTECTION OF TREES

- A. Water: Provide ample water supply of potable quality and sufficient quantity for all operations required in this section. The contractor shall provide a schedule to the Project Manager outlining the proposed watering schedule for trees affected by construction.
- B. Trees shall not be allowed to deteriorate and shall be maintained in a healthy and vigorous condition during the course of construction and maintenance period.
- C. During the course of construction, the Contractor shall take all necessary precautions, as outlined herein, to protect the existing trees to be preserved from injury or death. Protection shall be given to the roots, trunk, and foliage of all existing trees to remain. Trees, subject to the provisions of this Section, which have been injured, or may be affected by construction, shall be assessed by the City's Arborist, and then repaired immediately by a certified tree worker, under the direction of the City's Arborist. Repair may include removal of rough edges and sprung bark and severely injured branches, or other necessary work, as determined by the City's Arborist.
- D. Irrigation system servicing trees that will be affected by construction shall be repaired, replaced, or relocated according to the plans, within 30 days of removal. If the existing irrigation system is turned off, removed, or out of service for more than 30 days, all trees shall be hand watered, or watered by what ever means necessary to keep the trees in a healthy and vigorous condition during the course of construction and maintenance period.
- E. Tree protection fencing shall be installed for the protection of existing trees to be preserved. No construction, demolition, or work of any nature will be allowed within the fenced area without prior written approval by the Engineer.
 - 1. Approval by the Engineer for work within the fenced area shall not release the Contractor from any of the provisions specified herein for the protection of existing trees to be preserved.
 - 2. During the course of construction of approved work within the fenced area, no roots larger than two inches in diameter shall be cut without prior written approval the Engineer.
- F. During construction, the existing site surface drainage patterns shall not be altered within the area.
- G. Take necessary measures to maintain healthy living conditions for existing trees to be preserved. Such measures shall include but not limited to periodic washing of leaves for removal of dust, irrigation, redistribution of bark mulch, etc.
- H. No construction, demolition, or work of any nature will be allowed within the fenced area without prior written approval by the Engineer. Approval by the Engineer for work within the fenced area shall not release the Contractor from any of the provisions specified herein for the protection of existing trees to be preserved. During the course of construction of approved work within the fenced area, no roots larger than two inches in diameter shall be cut without direction from the City's Arborist in the field.
- I. Do not permit the following within drip line of any existing tree to be preserved.
 - 1. Storage or parking of automobiles or other vehicles.
 - 2. Stockpiling of building materials or refuse of excavated materials.
 - 3. Skinning or bruising of bark.
 - 4. Use of trees as support posts, power poles, or signposts; anchorage for ropes, guy wires, or power lines; or other similar functions.

5. Dumping of poisonous materials on or around trees and roots. Such material includes but is not limited to paint, petroleum products, contaminated water, or other deleterious materials.
6. Cutting of tree roots by utility trenching, foundation digging, placement of curbs and trenches, and other miscellaneous excavation without prior approval of the Engineer and monitored by a certified arborist.
7. Damage to trunk, limbs or foliage caused by maneuvering vehicles or stacking material or equipment too close to the tree.
8. Compaction of the root area by movement of trucks or grading machines; storage of equipment, gravel, earth fill, or construction supplies.
9. Excessive water or heat from equipment, utility line construction, or burning of trash under or near shrubs or trees.
10. Damage to root system from flooding, erosion, and excessive wetting and drying resulting from dewatering and other operations.

3.03 EXCAVATION AROUND TREES

Refer to Section 01 56 30 "Tree Removal, Tree Pruning and Root Pruning"

3.04 IRRIGATION SYSTEM

- A. If system is in place, protect existing irrigation system service point from damage.
- B. If repair or relocation is required, make repairs, or perform relocation, ensure it is automated, and re-activate the system in order to water trees that may be affected by excavation, root pruning or crown thinning.
- C. Set up a watering program to ensure that existing trees are provided with adequate water to prevent drying out during construction
- D. Full compensation for conforming to the provisions in "Irrigation System" and the replacement, relocation and activation of the existing irrigation system shall be considered as included in the units price paid for "Irrigation Modifications" and no additional compensation will be allowed therefore.

3.05 TREE TRIMMING, TREE PRUNING, CROWN THINNING, ROOT PRUNING

Refer to Section 01 56 30 "Tree Removal, Tree Pruning and Root Pruning"

3.06 REPAIR COMPENSATION

Refer to Section 01 56 30 "Tree Removal, Tree Pruning and Root Pruning"

3.07 TREE REPLACEMENT

- A. The Contractor shall immediately notify the City and/or other jurisdictional agency if any tree is damaged by the Contractor's operations. If, in the opinion of the City or said other agency, the damage is such that replacement is necessary, the Contractor shall replace the tree at their expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the Contractor shall pay the owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the City or other jurisdictional agency.

- B. The size of trees shall not be less than 1-inch diameter nor less than 6 feet in height.
- C. Fines will be assessed against the Contractor for removal of trees without the prior written approval of the City. The minimum amount of the fine or restitution to the City will be the replacement of the tree removed, with one of equal or greater size and maturity and as approved by the City. Larger fines may be assessed against the Contractor depending on the circumstances and type of tree removed, especially in the case of trees listed in the City's Historical Tree List.

3.08 MAINTENANCE

Contractor shall be responsible to perform periodic inspections of existing trees to be preserved and submit written proposals to the Engineer for additional maintenance work as may be required to ensure the health and general well-being of the trees. Contractor shall retain, at the direction of the Engineer, a certified arborist to perform or monitor this work.

3.09 MEASUREMENT AND PAYMENT

The linear foot price paid for "**Tree Protection Fencing**", shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work covered in this Section, including placement of bark mulch, related maintenance, and the relocation of fencing to facilitate construction, complete in place as shown on the plans, as required by the Special Provisions, and as required by the Engineer or Certified Arborist, and no separate payment will be made therefore.

END OF SECTION

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SECTION 020500

DEMOLITION

PART 1 GENERAL

1.01 SCOPE

The work includes the furnishing of labor, materials of any kind, tools, equipment, implements, machinery, methods of process, and services necessary to demolish the existing building and clear the site as shown on the plans, described by these Special Provisions, and as directed by the Engineer. The work shall include, but shall not necessarily be limited to, the following:

- A. Hand demolition of building and trellis structure to allow for salvaging of selected materials. Salvaged items identified to remain, be protected and placed at designated location on site.
- B. Installation of construction fencing and gates.
- C. Develop and implement Best Management Practices (BMP) as first order of work.
- D. Tree protection fencing
- E. Remove and dispose of railings and footings.
- F. Cut, remove and cap sanitary sewer lines within the limit of work and terminate in a concrete box.
- G. Cut, remove and cap potable water lines within the limit of work. Install ball valve and terminate in a concrete box.
- H. Remove all underground electrical service back to the existing meter.
- I. Remove all underground gas service back to the existing meter.
- J. General demolition and removal of all debris from within the limits of work including concrete, asphalt, piping, steel, wood timbers, furnishings, and other miscellaneous materials not identified to be salvaged.
- K. Remove telephone/cable service back to service point.
- L. Remove all building structures not delineated for salvaging or protection, their contents and foundations down to native material.

1.02 RELATED SECTIONS

- A. Section 01000 "General Conditions"
- B. Section 01505 "Construction and Demolition Debris Management"

1.03 CODES AND STANDARDS

- A. "Clearing and Grubbing" shall conform to the provisions of Section 15, "Existing Highway Facilities," and Section 16, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions.

1.04 DEFINITIONS

- A. Clearing and grubbing: The removal and clearing of all vegetation shown on plans, logs, upturned stumps, roots of down trees, brush, grass, weeds, and other objectionable material above the natural ground surface.
- B. Best Management Practice: A method, activity, maintenance procedure, or other management practice for reducing the amount of pollution leaving a construction site and entering a water body.

1.05 SUBMITTALS

- A. Detailed information on methods and sequencing for accomplishing this Work shall be submitted to Project Landscape Architect no later than 10 days prior to commencement.

1.06 JOB CONDITIONS

- A. UTILITIES: Underground utilities exist in work areas; use extreme caution. Pothole to verify actual depth/ location of utilities. Notify city Engineer in writing if existing conditions interfere with any construction. Locations shown on the plan are approximate and for general information only. Notify underground service alert (USA) at least 48 hours prior to an excavation on this project (phone: 800-227-2600). Locate and mark all utilities prior to start of construction.
- B. For utilities within the project site, a private utility locating firm may be required, at the option of the contractor, to identified underground utilities which may not be identified through USA.
- C. Remove materials carefully, to extent shown or required. Provide neat and orderly junctions between existing and new materials.
- D. Protect from damage existing trees, structures and facilities that are to remain.
- E. Perform Work so as to provide the least interference and most protection to existing facilities and improvements to remain.

1.07 PROTECTION

- A. Provide as necessary to protect public, the Owner's employees, existing finishes, improvements to remain, existing utilities, and adjoining property from damage, all in accordance with applicable regulations.
- B. Dust Palliation: All necessary precautions, including watering, shall be taken to control air-borne dust to within reasonable limits. If serious problems and/or complaints arise due to air-borne dust, and when directed by the Project Engineer, or Project Inspector, operations causing such problems shall be temporarily discontinued.
- C. Explosives: Use of explosives will not be permitted.

1.08 BEST MANAGEMENT PRACTICES

- A. Refer to Section 01000, "General Conditions" for further information on Best Management Practices

PART 2 MATERIALS/PRODUCTS

2.01 TEMPORARY CONSTRUCTION FENCE WITH WINDSCREEN

- A. Chain link fence with windscreen.

2.02 TREE PROTECTION

- A. Refer to plans and City of Fremont standard, LSD-9 Tree Protection and LSD-10 Temporary Trunk Warp Protection Detail.

2.03 BEST MANAGEMENT PRACTICES

- A. Materials, as necessary, to implement Best Management Practices, as delineated, for all phases of work, as the project progresses.

- B. Stabilized construction entrances, protect drain inlets, dust control, material storage operations, dewatering operations, pavement saw-cutting operations, pavement operations, concrete operations, grading and excavation operations, protection of adjacent properties operations, spill prevention and control, vehicle and equipment cleaning, vehicle and equipment operation and maintenance, litter control, pavement cleaning, construction waste management, protection of storm drain sewers, catch basins, inlets, outlets, culverts, stockpiles, silt fence, filter rolls, hydroseeding, straw crimping, and other conveyance systems.

PART 3 EXECUTION

3.01 TEMPORARY CONSTRUCTION FENCING WITH WINDSCREEN

- A. As first order of work, the contractor shall install all temporary construction fencing to secure the site.
- B. Construction fencing fronting the community garden (LEAF) shall have windscreen, as indicated on plans.

3.02 TREE PROTECTION

- A. Refer to plans and City of Fremont standard, LSD-9 Tree Protection and LSD-10 Temporary Trunk Warp Protection Detail.
- B. The contractor shall install all tree protection fencing as required to protect tree designated to remain.
- C. All existing vegetation to remain shall be protected from injury or damage resulting from the Contractor's operations in accordance with the "Tree Preservation Notes" on the plans. All existing vegetation that is to remain in place and is damaged by the Contractor shall be replaced by the Contractor at no cost to the City.

3.03 BEST MANAGEMENT PRACTICES

- A. Contractor shall implement all Best Management Practices, before any other item of work can begin that could generate erosion, sedimentation or other pollutants.

3.04 SALVAGE OF EXISTING MATERIALS

- A. Wooden support poles and footings to remain and be protected.
- B. Sliding doors and hardware to be removed and stored within the park site. Coordinate with city representative for exact location.
- C. Trellis Structure wooden posts and beams shall be salvaged. Saw off and dispose concrete footing. Remove all nails and fasteners from all salvaged wood members. Salvaged wood to be stored within park site. Coordinate with city representative for exact location.

3.05 INSPECTION

- A. Examine areas affected by Work of this Section. Where existing conditions conflict with representations of the Contract Documents, notify the Engineer and obtain written clarification prior to commencement of demolition.

- B. Do not commence Demolition Work until unsatisfactory conditions have been corrected.

3.06 BUILDING HAND DEMOLITION

- A. Hand-demolish all buildings and trellis structure not identified to be salvaged, including foundations down to native material.
- B. Contractor shall disconnect all active and inactive utilities from the buildings prior to demolition of the building.
- C. The contractor shall remove all contents within each building and dispose those contents, properly offsite.
- D. Contractor shall remove all nails and fasteners from all wood members identified to be salvaged.
- E. Salvaged materials shall be placed by the Contractor at a location on site. Coordinate with City Representative.

3.07 CONCRETE FOUNDATION DEMOLITION

- A. Building and trellis, concrete foundation including footings, perimeter walls and pad shall be broken up and pulverized into pieces no smaller than 2 inches in diameter and removed for recycling.
- B. For bidding purposes, building pad is estimated at 6" thick.
- C. Upon completion of demolition, the resulting void shall be backfilled.

3.08 STAMPED CONCRETE PAVING DEMOLITION

- A. Stamped concrete paving shall be broken up and pulverized into pieces no smaller than 2 inches in diameter and removed for recycling.
- B. For bidding purposes, building pad is estimated at 4" thick.
- C. Upon completion of demolition, the resulting void shall be backfilled.

3.09 HAZARDOUS MATERIALS ABATEMENT

- A. All demolition, removal disposal, and mitigation of hazardous material shall be done in accordance with Section 02100 "Hazardous Materials", Section 02120 "Asbestos Abatement", Appendix A "Asbestos Survey and Evaluation" and "Lead Survey and Evaluation"

3.10 UTILITY REMOVAL & TERMINATION

- A. All utilities servicing the existing building shall be terminated and capped. For utilities that are delineated but noted that USA and other means of marking underground locations are incomplete, the contractor shall pothole around the utility to determine the direction of undergrounding and direction of trenching for removal.
- B. Upon removal of all underground utilities, the exposed trenches shall be backfilled by collapsing the edges of the trenches in upon itself, so to remove and abrupt changes in elevation and eliminate hazardous conditions.

3.11 CHAINLINK FENCE TEMPORARY REMOVAL

- A. Contractor is responsible for removal of any footings or structures associated with the existing chain link fencing, including post and fabric, and other related materials.
- B. Footings may not be abandoned in place at any depth below grade. All concrete must be removed in its entirety.
- C. Existing fence, including gates to be removed for contractor access shall be reinstalled prior to project completion.

3.12 GENERAL DEMOLITION

- A. General: All materials resulting from demolition work, except as indicated or specified otherwise, shall become the property of the Contractor and shall be removed from the limits of the site. Store materials that cannot be removed daily in areas specified by the Owner.
- B. General demolition shall include, but not be limited to, the removal of such items found on the site, and as delineated on the plans, but not quantified and described in the material specific line items noted in the project. This material will include the removal of all miscellaneous debris from within the limits of work including concrete, asphalt, piping, steel, wood, wood timbers, glass, aggregate, subbase material, PVC pipe, wire, and other miscellaneous materials. Debris buried in the soil shall be removed to full depth if encountered.
- A. Perform all work in accordance with ANSI 10.6, unless otherwise specified.
- B. Upon completion of demolition and removal of all materials, the site shall be disked to a depth of 12" prior to placement of final erosion control stabilization.

3.13 HYDROSEEDING

- A. Refer to Section 02485 "Hydroseeding"

3.14 CLEAN-UP

Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean-up spillage from streets and adjacent areas to best of ability. Remove ALL debris that may cause incident to vehicular/pedestrian traffic.

3.15 DISPOSAL

All materials removed shall be disposed of in accordance with the provisions in Section 01505 Construction and Demolition Debris Management.

3.16 REGULATIONS

Comply with all Federal, State, and Local Agency hauling and disposal regulations.

3.17 MEASUREMENT AND PAYMENT

- A. The lump sum unit price paid for “**General Demolition**” shall include full compensation for the various items covered by this section, including those in Section 01505 Construction and Demolition Debris Management, and the implementation of “Best Management Practice”, removal of all miscellaneous debris described in this section, and disking of the site to 12” in depth, and shall include furnishing all labor, materials, tools, equipment, and incidentals and doing all the work, complete in place, as required by these Special Provisions, and as directed by the Project Engineer, and no additional compensation will be allowed therefore.
- B. The contract unit (per linear foot) price paid for “**Temporary Construction Fence with Windscreen**”, and “**Tree Protection Fence**”, shall include full compensation for the various items covered by this section, including “Salvage of Existing Structures and Items”, “Inspection”, “Clean-up”, “Disposal” and “Regulations” and shall include furnishing all labor, materials, tools, equipment, and incidentals and doing all the work, complete in place as shown on the plans, as required by these Special Provisions, and as directed by the Project Engineer.
- C. The lump sum unit price paid for “**Building Hand Demolition**”, and “**Utility Removal & Termination**” shall include full compensation for the various items covered by this section, and shall include salvage of selected materials, furnishing all labor, materials, tools, equipment, and incidentals and doing all the work, complete in place, as required by these Special Provisions, and as directed by the Project Engineer, and no additional compensation will be allowed therefore.
- D. The lump sum contract unit price paid for “**Concrete Foundation Demolition (F)**” of the unit price schedule shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work covered in this section, including excavations, concrete footings, concrete pad and aggregate base, complete and in place as shown on the plans, as required by the Special Provisions, and as required by the City Engineer or his designee.
- E. The lump sum contract unit price paid for “**Stamped Concrete Paving Demolition (F)**” of the unit price schedule shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work covered in this section, including excavations, concrete footings, concrete pad and aggregate base, complete and in place as shown on the plans, as required by the Special Provisions, and as required by the City Engineer or his designee.
- F. Asbestos and Hazardous Material Abatement is considered to be included in the lump sum contract price paid for “**Hazardous Material Abatement**”, as stated in Sections 02120 Asbestos Abatement, and 02100 Hazardous Materials, and no additional payment will be made therefore.
- G. The quantities shown on the Engineer’s Estimate for items designated as “Final Pay” (F) shall be the final pay quantity for which payment is made as specified in Section 9-1.015, “Final Pay Quantities” of the Standard Specification.

END OF SECTION

SECTION 021300 LEAD-BASED MATERIALS

PART 1 - GENERAL

1.01 SUMMARY OF WORK

- A. This section deals with general requirements and procedures in conjunction with the work related to lead containing materials and lead-based paint to be performed by all Contractors who perform work on this project. High lead-content items are known to exist in the scope-of-work areas as follows: **See Appendix A – Asbestos & Lead (PB) Report, Limited Pre-Demolition/Renovation Survey & Evaluation Report, prepared by The Consulting Group**
- B. Contractors are required to follow all federal, state, and local standards that regulate lead notification; lead-related construction work; lead work practices, safety, monitoring, disposal; accreditation of firms performing lead-related work; training of individuals performing lead related work, etc.

1.02 DEFINITIONS

- A. Lead: Metallic lead, all inorganic lead compounds and organic lead soaps, and excluding all other organic lead compounds.
- B. Lead-containing: Any material, coating, substrate or product, which contains metallic lead, all inorganic, lead compounds and organic lead soaps, and excluding all other organic lead compounds.

1.03 KNOWN LEAD

- A. Lead-containing materials (LCM) and lead-based paint (LBP) have been identified on this project. Lead reports and lead data are included in these project documents. These data are being provided for the benefit, review, and evaluation of each Contractor whose employees will or may perform work on the Project.
- B. Contractors/employers may need to obtain additional data to assess and prepare for regulatory lead compliance relative to their specific scope of work. If Contractor concludes (after a review of the lead reports) that existing data are insufficient to properly prepare for their particular scope of work, Contractor shall arrange to obtain sufficient data. In the absence of sufficient lead data, the contractor shall assume surface coatings contain lead.
- C. Any/all costs associated with assessing the impact of lead on the project and lead exposure; preparing for and conducting worker protection, worker training, handling, removal, waste disposal, etc. shall be borne by the contractor.
- D. Contractors/employers will be required to perform various tasks that could expose potential personnel to regulated levels of lead. The specific tasks required to complete this project that may impact lead components include:
 - 1. Removal of designated flashings.
 - 2. Removal of designated wood siding and wood fascia
- E. General tasks that are required to complete this project that may impact lead components include:
 - 1. Demolishing or salvaging items where lead or materials containing lead are present.
 - 2. Removing materials containing lead.
 - 3. Constructing, altering, repairing or renovating structures, substrates, or portions thereof, that contains lead or materials containing lead.

4. Cleaning-up lead contamination.
5. Transporting, disposing, storing, or containing lead or lead containing materials on the site where construction and renovation activities are performed.

1.04 PUBLIC SAFETY AND PUBLIC CONVENIENCE

- A. The Contractor(s) shall take all necessary measures to ensure the safety of the general public and adjacent residents throughout the course of this project. The Contractor shall take adequate measures to make the building or work areas inaccessible to the public (such as temporary fencing if necessary).
- B. The Contractor shall ensure that lead (in any form) does not contaminate the site during this demolition process.

1.05 REGULATIONS

- A. Contractors are required to follow all Federal, State, and local standards that regulate lead-related construction work and lead disposal including but not limited to: the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the California Department of Occupational Safety and Health (Cal-OSHA), and any other applicable federal, state and local government regulations pertaining to lead-based paints (LBP) and other lead-containing wastes.
- B. The Contractor and all subcontractors shall ensure that each employee who will or may handle, impact, or otherwise disturb lead or encounter lead contaminated areas:
 1. Receive proper and sufficient Cal OSHA compliant training.
 2. Receive proper and sufficient personal protection equipment
- C. Regulatory Statutes
 1. Environmental Protection Agency National Ambient Air Quality
 2. Standards, as applicable (40 CFR 61)
 3. Occupational Safety and Health Administration (inclusive of OSHA 29 CFR 1919.134 and 1926.62)
 4. California Department of Occupational Safety and Health (inclusive of Cal/OSHA 8 CCR 1532.1, 3203, 5155, 5194, 5216)
 5. California Environmental Protection Agency (Cal-EPA), (22 CCR Section 66000, et seq.)
 6. California Department of Health Services (17 CCR Sections 3500061000)
 7. Resources Conservation and Recovery Act (42 U.S.C. Section 6901 et seq., and regulations 40CFR part 260 et seq.)
 8. California Health and Safety Code (Division 20 and regulations, and 22 CCR section 66000 et seq.).
 9. Resource Conservation and Recovery Act
 10. Federal Occupational Safety and Health Administration (Fed/OSHA) (29CFR 1910.134 and 1926.62)
 11. Federal Environmental Protection Agency (Fed/EPA) (40 CFR50 et seq.) Federal Department of Transportation (49 CFR)

- 12. Other applicable federal, state, and local governmental regulations pertaining to lead hazards and lead waste.
- 13. U.S. Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing
- 14. 14 US Environmental Protection Agency (EPA) Lead-based Paint Hazards 40 CFR 745.80, Subpart E.

1.06 REGULATORY COMPLIANCE

- A. All Contractors/employers, whose employees may impact or perform trigger activity associated with lead-based paint or lead containing materials, shall comply with the requirements, standards and work practices codified by Cal OSHA lead construction standard per CCR Title 8 § 1532.1. Each Contractor/employer shall:
 - 1. Make an assessment as to the applicability of the Cal OSHA lead construction standard relative to their specific work. Cal OSHA standards are designed to regulate and enforce on-the-job worker safety. Employers are required by law to ensure that employees are not exposed to airborne lead levels that exceed the permissible exposure limit (PEL). The standard requires worker exposure monitoring, medical surveillance, training, special work practices, etc.
 - 2. Contractors/employers, whose employees will be working on this project, are required to assess lead exposure risk to their employees (as per Cal OSHA lead standard CCR Title 8 § 1532.1). In making this evaluation, contractors should:
 - a. Review all lead related documents and reports.
 - b. Become familiar and comply with Cal OSHA and other applicable lead regulations.
 - c. Make an assessment to determine potential worker exposure relative to the various lead-related construction work to be performed.
 - d. Collect supplemental data/samples if necessary.
 - e. Assess and monitor worker lead exposure levels during the performance of lead trigger tasks or other activities that may potentially expose workers to levels above the Cal OSHA permissible exposure level.
 - f. Determine compliance requirement relative to DOSH notification rules.
 - 3. Cal OSHA requires compliance with their lead construction regulation when:
 - a. The permissible exposure limit (PEL) will or may be exceeded. The PEL is an exposure to airborne lead dust of 50 micrograms of lead per cubic meter of air (50 µg/m³) over an 8 hour time weighted average (TWA).
 - b. Employees perform "trigger activities" that impact a material containing lead in any detectable amount. Cal OSHA mandates that an employer assume the PEL will be exceeded when his/her employees conduct "trigger activities" involving lead. Trigger activities are defined as follows:

Trigger Activity	Anticipated Exposure	Required Respirator
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Trigger Activity	Anticipated Exposure	Required Respirator
<ul style="list-style-type: none"> • Manual demolition • Manual scraping and sanding • Heat gun use • Use of power tools with dust collection systems • Spray painting with lead paint 	50-100 µm/m3	Half-mask, air purifying
<ul style="list-style-type: none"> • Any other activity that the employer has any reason to believe that an employee may be exposed in excess of the PEL. 	50-100 µm/m3	Half-mask, air purifying
<ul style="list-style-type: none"> • Using lead containing mortar • Lead burning • Rivet busting • Power tool cleaning without dust collection system • Clean-up of dry abrasive blast residue. 	500-2500 µm/m3	Full-face, air purifying, or Tight fitting PAPR, or Supplied air, contiguous flow
<ul style="list-style-type: none"> • Abrasive blasting • Welding • Cutting • Torch burning. 	>2500 µm/m3	Supplied air, pressure demand

4. If Cal OSHA lead compliance is required, contractor(s) shall adhere with the following requirements:
- a. Construct Project Hygiene Facilities and implement decontamination policies in accordance with the Cal OSHA lead construction standard. Worker decontamination station shall be provided at all locations where workers enter or exit the work area. The decontamination station shall be placed at the most strategic location to allow easy worker access. The Contractor must install a filtering system for removing contaminants from the drained water. The system must have as a two stage cascading filtering system capable of filtering down to 5 µm or smaller. Filtered water may then be disposed of into the sanitary sewer. The Contractor shall maintain a supply of filters for the filtering system. The filters will be changed as often as needed to prevent the system from clogging.
 - b. Determine if any employee may be exposed to lead at or above the action level (30 mg/m3). This assessment is made by taking at least one full shift personal air sample for each job classification.
 - c. Until an exposure assessment is made, any employee performing a trigger activity, shall be treated as if exposed above the personal exposure limit (PEL, 50 mg/m3).
 - d. Until an exposure assessment is performed, the employer must implement employee protective measures per Cal OSHA - CCR Title 8 § 1532.1 including:
 - Appropriate respiratory protection
 - Appropriate personal protective clothing and equipment
 - Appropriate change areas
 - Appropriate hand wash facilities
 - Biological monitoring (blood testing)
 - Appropriate training

- e. Implement engineering controls and work practice controls, including administrative controls, to reduce and maintain employee exposure to lead at or below the PEL or to the lowest feasible level. If engineering controls cannot reduce exposures below the PEL, supplement controls with appropriate respiratory protection.
- f. Prior to the job, establish and implement a written compliance program to ensure that no employee is exposed to lead above the PEL. The program must address the specific issues outlined in Cal OSHA - CCR Title 8 § 1532.1.
- g. Respirator use is required when:
 - Employee exposure exceeds the PEL
 - Employee requests it
 - During the initial exposure assessment
- h. If required, implement a respiratory protection program addressing the specific elements outlined in the OSHA respiratory protection standard (CCR Subchapter 7. General Industry Safety Orders § 5144).
- i. If required, implement a medical surveillance program for employees exposed on any day to lead at or above the action level. The medical surveillance program must address the specific elements in the standard including (but not limited to):
 - Initial medical surveillance consisting of biological monitoring (blood testing) and analysis for lead and zinc protoporphyrin levels.
 - Employee notification of blood test results.
 - Medical examinations and consultation under certain circumstances.
- j. Post appropriate warning signs (as prescribed in the standard) in each regulated area or work area where an employee's exposure to lead is above the PEL.
- k. The employer must establish and maintain an accurate record of:
 - Exposure assessment data
 - Medical surveillance data
 - Observation procedures
- l. Contractors/Employers whose employees disturbs more that 100 sq ft of lead-based paint (LBP) are required to submit written notification to Cal OHSA (per Health and Safety Code, Title 17 CCR Section 36000 (c)).

1.07 CERTIFICATION AND TRAINING

- A. Firms performing lead-based paint work in target housing or child occupied facilities must be certified by the US EPA (per 40 CFR 745.80, Subpart E).
- B. Employers whose employees disturbed lead paint shall assure that each employee is trained in accordance applicable requirements specified by Cal OSHA (per Cal OSHA lead standard CCR Title 8 § 1532.1) and US EPA (per 40 CFR 745.80, Subpart E).

1.08 SITE PROTECTIVE CONTROLS

- A. Perform all lead-related construction work in accordance with Cal OSHA lead construction standards and all other applicable regulatory requirements.

- B. General Dust Controls: Implement engineering controls as necessary to reduce airborne exposures to lead to the greatest extent possible. Engineering controls shall include but not necessarily be limited to:
1. Misting of the work area as necessary to eliminate visible emissions beyond the regulated area during active demolition.
 2. Collect all lead debris and lead contaminated waste for proper waste profiling, packaging, labeling, and disposal.
 3. Power tools used for lead-paint removal (if performed) shall be equipped with attached HEPA vacuums to collect lead dust emissions generated by the power tool(s).
 4. Install worker decontamination facilities immediately adjacent to the work area entry/exit.
 5. If any of the containment systems are damaged in any way, repairs will be made immediately.
- C. Warnings and Signs: Provide the following minimum signs and posting requirements where airborne concentrations of lead may exceed the permissible exposure limit (PEL):
1. The Contractor will establish a regulated area where (if) airborne concentrations of lead may exceed the PEL. Only authorized personnel may enter the regulated area. All persons entering the regulated area will be supplied with and required to wear appropriate personal protective equipment and respiratory protection.
 2. Warning signs and caution tape will be posted at all approaches to the regulated area. Warning signs shall be visible from all vantage points approaching the work area so that untrained personnel and/or the public can take precautionary measures to avoid the restricted area. No unauthorized person will be allowed to be within 30 feet of active lead-related construction work. Lead warning signs will read as follows:

WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING
AUTHORIZED PERSONNEL ONLY

- D. Lockout/tag-out electrical equipment within the regulated area, as necessary.

1.09 WASTE DISPOSAL AND MANIFESTING PROCEDURES

- A. All lead and lead-contaminated debris shall be collected and kept separate from all/any non-lead waste. Laboratory costs associated with analyses required for disposal, will be at the Contractor's expense. Lead-waste streams shall be tested to characterize hazard levels as follows:

Test 1 - California: SW846, Total Threshold Limit Concentration (TTLC)

If: TTLC is less than 50 mg/kg STOP testing - classify and dispose of as non-hazardous waste

If: TTLC is greater than 50 mg/kg but less than 350 mg/kg perform test 2

If: TTLC is greater than 1000 mg/kg perform test 3

Test 2 - California: Waste Extraction Test (WET), Soluble Threshold Limit Concentration (STLC)

If: STLC is less than 5 mg/l - classify and dispose of as Designated Class II Non Hazardous Waste

If: STLC is greater than 5 mg/l - classify and dispose of as Class I California Hazardous Waste and perform Test 3

Test 3 - Federal: Soluble Threshold Limit Concentration (TCLP)

If: TCLP is less than 5 mg/l - classify and dispose of as non-RCRA waste

If: TCLP is greater than 5 mg/l - classify and dispose of as RCRA waste, stabilize waste

- B. The contractor will be responsible for the proper storage, packaging, labeling, manifesting, transportation, and disposal of lead containing and lead hazardous materials.
- C. Packing, labeling, transporting, and disposing of hazardous waste shall comply with Cal-EPA regulations under 22 CCR, including completion of the Uniform Hazardous Waste Manifest Form (OTSC 8022A and EPA 8700-22).
- D. Segregate, containerize, and characterize construction debris including rags, protective coveralls, polyethylene sheeting, and other consumable items. Waste will be packaged in accordance with the applicable U.S. Department of Transportation regulations included in 49 CFR Parts 173, 178, and 179.
- E. A "Waste Manifest" will be completed for disposal of hazardous waste. The transporter will possess a valid EPA Transporter ID number. The Contractor's Hazardous Materials Supervisor will notify the Owner's Inspector at least 48 hours before the time that the Manifest is required to be signed by the Owner.
- F. Warning labels will be affixed to all waste containers that contain lead wastes in concentrations considered hazardous. The labels will conform to Cal OSHA, RCRA, DOT, and DTSC guidelines.
- G. Any lead contaminated water generated during the work for decontamination purposes will be filtered to 5 µm and drummed. If TTLC/STLC testing can prove that the water is non-hazardous, it will be discharged into the sanitary sewer system. If the water is shown as hazardous per TTLC/STLC testing, it will be disposed as such.

1.10 MEASUREMENT AND PAYMENT

Full compensation for conforming to the provisions in this section "**Lead-Based Materials – Ceramic Wall Tile,**" not otherwise provided for, shall be considered as included in lump sum price paid for "**Demolition – Existing Building**" and no additional compensation will be allowed therefore.

END OF SECTION

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PART I GENERAL

1.01 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions and Division 1, General Requirements, apply to the work specified in this section.

1.02 DESCRIPTION OF WORK

A. Work Included

1. All labor, material, power tools, transportation, services and equipment necessary for and properly incidental to the furnishing, installation and completion of all excavation, trench excavation, import, rough grading, mounding, filling, incorporation, backfilling, and compaction for the items of work requiring earthwork and grading as shown or indicated on the drawings specified herein or reasonably to be inferred therefrom.

B. Work Specified Under Other Sections

1. Section 02050 "Demolition"

C. Consult all other sections, determine the extent and character of related work and properly coordinate work specified herein with that specified elsewhere to produce a complete, finished and workmanlike installation.

D. Prior to any excavation, locate all underground utility facilities so that proper precautions may be taken not to damage such facilities. Failure to follow this procedure places upon the Contractor the responsibility for, at the Contractor's expense, making any and all repairs for damage resulting from work hereunder.

1.03 QUALITY ASSURANCE

A. Reference Standards

The following codes and standards are hereby made a part of this section, and all earthwork shall conform to the applicable requirements therein, except as otherwise specified herein or shown on the drawings.

1. Standard Specifications

Where referred to in these Specifications, "Standard Specifications" shall mean the California Caltrans Specifications, current edition, or City of Fremont Standard Specifications, where noted.

2. Percent Compaction

a. As referred to in these specifications and in accordance with City of Fremont Standard Specifications, percent compaction or relative compaction shall mean the in-place dry density of material expressed as a percentage of the maximum dry density of the same material determined by City of Fremont dry density method. The optimum moisture content corresponding to the maximum dry density shall be determined by the same test.

B. Requirements of Regulatory Agencies

1. Work shall comply with the latest rules and regulations of local and State agencies having jurisdiction.

2. State and local code requirements shall control disposal of debris.

C. Allowable Tolerances – see elsewhere herein.

D. Definitions

1. Rough grading and Excavation

- a. Removal of all organics and surface materials, including sod, the manipulation, grading and export of the native soils, organics and surface materials to achieve new subgrade and positive drainage.
2. Onsite Clean Fill Material
That obtained from required onsite excavation and rough grading. This material shall contain no organic material. Such material can be obtained through trenching of proposed utilities, and rough grading and excavation of the site.
3. Import Clean Fill Material
That hauled in from approved offsite borrow areas.
4. Subgrade
A combination of excavated and compacted native material, or imported clean fill material, graded per the plans, on which a pavement or finished surfacing section is placed, or upon which the foundation of a structure is built.
5. Finished Grade (FG) – Final grade of softscape surfaces, including lawn, mulch, and other planting areas, but prior to the placement of these elements.
6. Finished Surface (FS) – Relates to final grade of all hardscape (concrete, asphalt) surfaces and the finished surface of the synthetic turf surface as it relates to the grades provided on the plans
7. Aggregate Base (AB) - A graded material, imported and placed on top of prepared subgrade in anticipation of future placement of final surfacing material which can include concrete, asphalt, decomposed granite, rubberized surfacing or other material requiring base.
8. Subgrade (SG) – Final grade of excavated or import soil in preparation for the placement of geotextile, aggregate base, or other surfacing.
9. Potholing – Refer to Section 01560 “Protection of Existing Facilities”, and Section 02050 “Demolition”.

1.04 REFERENCE STANDARDS

A. ASTM

1. ASTM C136 - Test Method for Sieve Analysis of Fine and Coarse Aggregates
2. ASTM D422 - 63(2007) Standard Test Method for Particle-Size Analysis of Soils
3. ASTM D653 - Terminology Related to Soil, Rods, and Contained Fluids
4. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2007.
5. ASTM D 1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN m/m³)); 2007.
6. ASTM D 2216 – Test Method for Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil-Aggregate Mixtures.
7. ASTM D2487 – Test Method for Classification of Soils for Engineering Purposes
8. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2005.
9. ASTM D2974 – Test Method for Moisture, Ash, and Organic Matter of Peat and Other Organic Materials
10. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 2005.
11. ASTM D4253 - 00(2006) Standard Test Methods for Maximum Index Density and

Unit Weight of Soils Using a Vibratory Table

- 12. ASTM D4254 - 00(2006)e1 Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
- 13. ASTM Laboratory Procedure D5080

1.05 SUBMITTALS

- A. Submit the following items, and other items as may be required by the Project Engineer, and obtain written approval prior to delivery of materials to the site. Finished work shall match approved samples.
 - 1. Soil Testing Report(s).
 - 2. Soil Sample and Material Curve for native subgrade
 - 3. Soil Sample and Material Curve for clean import fill material
 - 4. Soil Sample and Material Curve for aggregate base
- B. Product Data: Manufacturer's specifications, catalog cuts, data sheets, and installation instructions.

1.06 SPECIAL INSPECTION AND TESTING

- A. The City shall perform compaction testing and related special inspection and other related testing, or provide the special inspection firm, under Master Service Agreement, for the General Contractor to coordinate with regarding related inspections.
- B. See Section 01400 "Testing and Inspection"

PART 2 MATERIALS

2.01 NATIVE SUBGRADE

- A. Native subgrade under concrete paving, decomposed granite surfacing, and mow bands shall be compacted to a minimum of 88 percent in landscape areas and a maximum of 95 percent relative compaction under paving.
- B. Native soil should be compacted at a moisture content above optimum.

2.02 IMPORTED CLEAN FILL MATERIAL

Imported Clean Fill Material will be imported and used only to establish subgrade, and backfill voids, if on-site material is insufficient in quantity or quality. Such material shall be free of non-organic material, free of perishable material, rubble, and building debris. Maximum particle size for imported clean fill shall be limited to 3 inches with at least 90% by weight passing a 1-inch sieve. Material shall be granular in nature, and adhere to the following gradation recommendations and conform to the minimum criteria:

<u>Size</u>	<u>% Passing</u>
6 inch	100
4 inch	90-100
No. 200	10-90

Plasticity Index: 25

2.03 ON SITE CLEAN FILL MATERIAL/NATIVE BACKFILL MATERIAL

- A. On-site native material excavated during trenching, rough grading, or other activity, and stockpiled on site prior to disposal, may be used as backfill for all subgrade voids and irrigation trenches in landscape areas.
- B. Material shall be free of debris, organics and other deleterious material, perishable material, rubble, and building debris.
- C. It will be the responsibility of the contractor to provide and arrange for all testing in order to establish compaction requirements.

2.04 AGGREGATE BASE (AB)

- A. Refer to Section 02721 Aggregate Base

2.05 ROUGH GRADING

- A. In order to achieve new subgrade in proposed concrete areas, mow band locations, lawn areas and decomposed granite areas, rough grading shall include the removal of existing surfaces, including sod removal, to the approximate limits shown on the plans, to the required depth, to accept the new surfacing section and planting.
- B. Clearing and grubbing shall be considered as included in the final pay quantity for the various line items as noted in Section 02050, Demolition, in order to achieve new subgrade.
- C. Excavation to subgrade shall be included in the various line items requiring rough grading including but not limited to Decomposed Granite Surfacing, Concrete Paving, Pervious Concrete, Permeable Pavers and Concrete Bands, Curbs and Walls.

PART 3 INSTALLATION

3.01 INSPECTION

Check all points of horizontal and vertical control before any work is commenced; also check all lines and levels on the drawings. Should any discrepancies be found on the drawings or in the marks established at the site, immediately notify the Project Landscape Architect in writing so that proper adjustment may be made. The Project Landscape Architect reserves the right to make such minor adjustments in the field as necessary to accomplish the true intent of the drawings and Specifications.

3.02 LINES AND LEVELS

- A. Protect and maintain all existing bench marks and control monuments and stakes and any new bench marks and control monuments and stakes that may be established.
- B. Finish grades shown on drawings are given in feet and decimals of feet, and are to be the top of all graded or paved surfaces. Slope uniformly between given spot elevations unless otherwise indicated.
- C. Transition between slopes and relatively flat areas shall be rounded and gradual.

3.03 DUST PALLIATION AND SPILLAGE

- A. All necessary precautions, including watering, shall be taken to control air-borne dust to within reasonable limits in accordance with Section 01000 "General Requirements of these Specifications.
- B. If serious problems and/or complaints arise due to airborne dust, and when directed by the Project Engineer, operations causing such problems shall be temporarily discontinued at no cost to the City.
- C. The contractor shall prevent spillage when hauling on or adjacent to any public street or highway. In the event that spillage occurs, the contractor shall immediately remove all spillage, sweep and clean such streets in accordance with City, County, and State, and other governing regulatory requirements.

3.04 SURFACE DRAINAGE

- A. All portions of the work shall be kept free of standing water at all times until all work specified herein is complete. Maintain uniform grades, construct ditches, or swales, and/or provide and operate pumps as necessary to prevent erosion, softening of compacted surfaces and formation of mud in trenches and excavations. If ditches or swales are required, they shall be constructed, tamped and maintained in a neat, uniform shape.
- B. All areas designated for turf planting shall be graded to surface drain from established high points away from new walkways and follow the natural slope.

3.05 ROUGH GRADING AND EXCAVATION

- A. After irrigation and underground utilities have been removed and backfilled, excavation shall be performed to the lines and grades indicated on the drawings, as contained in these specifications, and as required to provide for the various paving and surfacing materials, or imported topsoil, and sod.
- B. The subgrade shall be excavated to follow the natural slope, and create positive slopes toward the drain inlets. Subgrade shall be sloped as indicated on the plans, unless otherwise noted.
- C. Rough grading and excavation shall include, but not be limited to:
 - 1. Subgrade under concrete shall be compacted to 90 percent minimum relative compaction prior to placement of aggregate base, geotextile or other fill material.
 - 2. Excavated material may be stockpiled in the undeveloped portion of the park, and re-used as landscape fill, where required. If material is not to be used as fill, it shall be spread in the underdeveloped portion of the park and disked into the surface.
 - 3. All soil shall be disked into existing surface. No stockpiles shall remain when all excavation and off haul work is completed.
 - 4. All areas rough graded shall be hydroseed per Specification Section 02485.
- D. Fill areas include, but are not limited to:
 - 1. Fill areas resulting from demolished and removed foundations.
 - 2. Fill required attaining proposed subgrade in order to accept placement of aggregate base and decomposed granite, concrete surfacing, mow bands, and all other features requiring fill to attain proposed subgrade.
- E. The soil subgrade should be moisture conditioned and compacted at over optimum water content. Relative compaction values are based on the laboratory test procedure ASTM 01557-02.

- F. Excavate for footings to the indicated depth or deeper if required for solid bearing. Excavations shall have all loose earth, rubbish, etc., removed.
- G. All excavated soils may be used as fill material within the project limits.
- H. Unauthorized excavations for footings, etc., carried to greater depths than indicated shall be filled with concrete without additional expense to the city.
- I. Excavations for footings, field inlets or area drains, where possible, shall be made to allow concrete to be poured directly against the side of the excavation (Poured Neat) without use of side forms.
- J. Where forming is required, excavation shall be sufficient to permit placing and removal of forms. Unnecessary unauthorized excavation shall not be made.
- K. Excavations shall be kept free of water during excavation and until concrete work and backfilling are complete.
- L. The method of excavation used shall meet with the approval of the City Engineer.
- M. **Unsuitable Material:** Material below the grading plane in the excavation area that is unsuitable for the planned use, as determined by the Engineer, or in excess, shall be hauled to the undeveloped area within the site, compacted and hydroseeded.

3.06 ALLOWABLE TOLERANCE FOR LINES AND GRADES

- A. Final subgrade slopes shall conform to the lines and grades shown on the drawings. The measured grades shall not deviate more than 0.08 feet from the planned grades and not vary more than 0.04 feet in 10 feet in any direction. Laser grading is recommended.
- B. All subgrade slopes shown on the drawings shall be completed and verified by the contractor in a method acceptable by the City. The contractor shall submit the verified grades to the City for review and approval before commencing with subsequent work items.
- C. If the methods of verification by the contractor are not acceptable by the City, and the City therefore finds it necessary to field verify the grades, the contractor will be charged accordingly.
- D. Finished surfaces, 4:1 and flatter:
 - 1. Plus or minus one-tenth of a foot (0.1'). However, the average grade over any one 50 foot square or 50 foot lineal feet of paving shall not vary more than 0.05' from the average grade shown on the drawings.
 - 2. Slopes Steeper than 4:1:
 - a. Plus or minus 0.5'.

3.07 HAND EXCAVATION AROUND TREES

- A. Clear and grub and excavate within the drip line and root zone of the existing trees to achieve new subgrade for proposed improvements.
- B. When excavation is to occur around, and within the drip line of trees, as indicated on the plans, all excavation work shall be done by hand within the tree root zone, or by using a water or vacuum excavator to minimize damage to root system. Mechanical excavation will not be allowed.
- C. Hand dig, or water/vacuum excavate a trench at the edge of the area where excavation will be required to construct paving, curb and gutter. Depth of the trench should be determined by the depth of the excavation required, including aggregate base, to construct the paving, curb and gutter, or concrete paving.

- D. Main lateral roots and taproots shall not be cut. Smaller roots that interfere with installation of new work may be cut with prior approval as described elsewhere herein.
- E. Roots shall be completely exposed to at least 2 inches below the bottom of the roots. Main lateral roots and taproots shall only be pruned under the direction of the City's Arborist. An attempt shall be made to preserve all roots 1/2" diameter and larger. Roots less than two (2) inches in diameter that interfere with installation of new work, may be cut and removed after field review and approval of such proposed cuts by the City's Arborist.
- F. Roots shall be relocated in backfill areas wherever possible. If large, main lateral roots are encountered, they shall be exposed beyond excavation limits as required to bend and relocate without breaking. If relocation of roots is not practical, roots shall be cut and removed from within the excavation limits after field review and approval of such cuts by the City's Arborist.
- G. Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be packed with peat moss and covered with a layer of burlap and temporarily supported and protected from damage until covered with backfill. The cover over the roots shall be wetted twice a day, during day and evening, at the contractor's expense, and no additional payment shall be made therefore.
- H. The above excavations should be carried out by a certified arborist or certified tree worker, and monitored by the City's Arborist. At that time, the City's Arborist should evaluate any damage which has already occurred and the extent of the root damage that would be required to construct the proposed improvements. It will be determined at that time whether the tree is a satisfactory candidate for preservation. If the tree is to be preserved, the City's Arborist should direct and monitor the pruning of roots and removal of loose bark as needed.
- I. Hand excavation will be considered as incidental to the work and paid for as part of "Rough Grading" and no additional payment will be made therefor.

3.09 STOCKPILING, SPREADING, AND DISPOSAL OF NATIVE OR UNSUITABLE MATERIAL

- A. Stockpiling and re-use of material generated from rough grading and excavation work is considered part of rough grading operations and shall be paid for within the contract price paid for "Rough Grading" and no separate payment shall be made therefor.
- B. Excavated, native material that will not be used to achieve subgrade backfill, or conform, shall be off-hauled and disposed of properly.
- C. Material below the grading plane in the excavation areas that is unsuitable for the planned use, as determined by the Engineer, shall be excavated and disposed of outside the limits of work. Full compensation for the removal and disposal of such unsuitable material below the grading plane shall be considered as included in the contract price paid per cubic yard for "Earthwork" and no separate payment will be made therefor.
- D. Refer to "Disposal" found herein.

3.10 DISPOSAL

- A. All materials removed shall be disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside of the Highway Right-of-Way," of the Standard Specifications.

3.11 MEASUREMENT AND PAYMENT

- A. The lump sum unit price paid for “**Rough Grading (F)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the excavation, soil off-haul, backfill and compaction work included at fill areas resulting from demolished and removed foundations, in order to achieve subgrade in all the areas shown in the Plans, and finished grade in all import areas prior to fine grading, all in accordance with this section, complete in place as shown on the plans, as required by these Special Provisions, and as directed by the City Engineer or his designee. Stockpiling, re-use of material generated from cut and fill operations, and off haul of stockpiled material, rough grading of the all utility trenching, herbicide application to the subgrade, shall be included in the contract lump sum price paid for “Rough Grading” and no separate payment will be made therefore. Quantities of grading will not be measured. The quantity shown on the Engineer’s Estimate for rough grading shall be the final pay quantity for which payment is made as specified in Section 9-1.015, “Final Pay Quantities” of the Standard Specification.

END OF SECTION

Section 024850

HYDROSEEDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of slopes, fertilizing, hydroseeding (erosion control seeding) and protection of seed beds.

1.02 RELATED SECTIONS

- A. Section 01000 - General Requirements
- B. Section 02200 – Earthwork

1.03 REFERENCES

- A. Standard Specification - State of California, Department of Transportation (CALTRANS)

1.04 CERTIFICATES OF INSPECTION

- A. Inspection certificates shall accompany the invoice for each shipment or order of stock as may be required by law for transportation. The certificates shall be submitted to the University.

1.05 SUBMITTALS

- A. Submit under the provisions of Section 01000, General Requirements.
- B. Field and laboratory test reports of fiber performance, and certificates of inspection.
- C. Hydroseeding time schedule.

PART 2 PRODUCTS

2.01 HYDROSEEDING MIXTURE

- A. Stabilization materials for Hydroseeding shall conform to the provisions of CALTRANS Standard Specification, "Erosion Control and Highway Planting," Section 20.
- B. Mix shall attain a temporary cover over the conform grading areas and other disturbed areas of the park. The mix shall attain a temporary cover lasting 1 to 3 years.
- C. The materials shall consist of a mixture of fiber, seed, fertilizer and water mixed and applied in the following proportions per acre:

Fiber	1,000 pounds/acre
Stabilizer	500 pounds/acre
Seed	155 pounds/acre
Fertilizer	1500 pounds/acre
Water	as needed for application

2.02 SEED

Mix shall consist of the following seed mix by Pacific Coast Seed, or approved equal:

Seed proportions	lbs per acre
Bromus carinatus	10

Elymus glaucus	8
Hordeum californicum	8
Nemophila menziesii	6
Festuca idahoensis	5
Nassella pulchra	5
Poa secunda	4
Eschscholzia californica	2
TOTAL	48 lbs/acre

2.03 FERTILIZER

Fertilizer for seed mix shall be:

Bio Sol 7-2-1	1000 lbs/acre
AM 120 mycorrhizal inoculant	60 lbs/acre

2.04 FIBER

- A. Fiber shall be green colored fibrous, wood cellulose mulch containing no growth or germination inhibitors and shall be manufactured so that it will form a uniformly suspended homogeneous slurry when added to the fertilizer, seed and water in a tank and agitated.
- B. The fibers in the slurry will form a blotter-like ground cover impregnated with seed when hydraulically sprayed.
- C. The fibers will allow the absorption of moisture and allow rainfall to percolate to the underlying soil.
- D. Cellulose shall be certified that laboratory and field testing of the product have shown that the fiber meets the foregoing requirements.
- E. Each package of cellulose fiber shall be marked by the manufacturer to show the air dry weight.

2.05 STABILIZING EMULSION

- A. Stabilizing emulsion shall conform to the provisions in Section 20-2.11 of the Standard Specifications and these provisions. Stabilizing emulsion may in dry powder form, liquid form, may be re-emulsifiable, and shall be a processed organic adhesive used as a soil tackifier.

2.06 WATER

- A. Water is to be clean and potable.

PART 3 EXECUTION

3.01 HYDROSEEDING

- A. Preparation
 - 1. The entire site affected by demolition and rough grading shall be disked prior to hydroseed placement.
 - 2. Water the slope thoroughly for one week prior to seeding as needed. Exercise care to avoid erosion.
- B. Application
 - 1. Apply the erosion control seed mixture at the rate of 48 pounds per acre to all areas.

2. The hydromulch mixture shall be applied by hydraulic equipment mounted on a traveling unit. The equipment shall have with a built-in agitation system and sufficient capacity to deliver the hydromulch uniformly in a continuous non-fluctuating discharge in the specified quantities.
- C. Notify the City 48 hours in advance of all seeding.

3.02 PROTECTION

- A. Provide and maintain temporary fencing and barriers as required to protect newly seeded areas from damage including erosion and pedestrian, vehicular traffic, or wildlife.

3.03 MEASUREMENT AND PAYMENT

- A. The contract unit (per square foot) price paid for “**Hydroseeding**” shall include full compensation for soil preparation, furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved and described above, complete in place as shown on the plans, as required by these Special Provisions, and as directed by the Project Landscape Architect.

END OF SECTION

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SECTION 02600 ASBESTOS REMOVAL

PART 1 GENERAL

1.01 SUMMARY OF WORK

This work plan described the performance standards for asbestos removal and decontamination at the Retail Building at California Nursery Historical Park, Fremont, California. The intent of the project is to:

- A. Remove, package and dispose of non-friable black/gray roof mastic at penetrations/skylights.

1.02 CONTRACT REQUIREMENTS

- A. The asbestos abatement contractor shall furnish all labor, material, facilities, equipment, services, employee training and testing, permits and agreements necessary to perform the work required for asbestos removal, encapsulation, decontamination, and all other work in accordance with Cleanup and Abatement Order 11-1116 (issued by the San Francisco Department of Public Health (SFDPH)), these specifications, the latest regulations from the US. Environmental Protection Agency (EPA), Cal-EPA, the Occupational Safety and Health Administration (OSHA), the State of California Department of Industrial Relations (Cal/OSHA), the recommendations of the National Institute of Occupational Safety and Health (NIOSH), and any other applicable federal state and local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provision is applicable.
- B. The Contractor shall provide all labor, materials, services, insurance, bonding and equipment required to complete the hazardous materials abatement.
- C. The Contractor must visit the work site to obtain first-hand knowledge of all existing conditions including ACM quantities. Contractor is responsible for all unusual conditions or deviations from the specifications that exist at the time of their site examination, and such conditions must be reflected in the bid proposal. Contractor will not be given extra payments above the accepted bid prices for conditions that can be determined by examining the site, all Contract Documents, and drawings prior to the submission of proposals.
- D. The Contractor is responsible for all required notifications to regulatory agencies and other parties, within required time frames. The Contractor shall notify the Site Contact, and the Environmental Consultant of any changes in the mobilization date or other key schedule dates at least one week in advance.
- E. Electrical and water services will be provided by the facility. The Contractor is responsible for providing, installing, and removing temporary connections to these services, without damaging the owner's equipment or disrupting these services to the facility.

1.03 SCHEDULE

Work shall be completed during normal business hours on normal business days, when possible, unless otherwise arranged. Time periods for removal and other work are to be coordinated in advance with The Site Contact and the Consultant.

1.04 SECURITY

- A. The facilities are to be kept locked or secured at all times when not occupied. Access is to be arranged prior to mobilization through the Site Contact.
- B. All Contractor personnel parking in the premises shall follow parking restrictions as directed by the Site Contact.
- C. Containment structures and work areas shall be secured to restrict access. All work areas are to be clearly marked with caution tape and appropriate signage. The Contractor shall ensure that full access to emergency exits and to entrances to the structure and to surrounding facilities is maintained at all times.
- D. The Contractor is responsible for securing its own equipment, supplies, and facilities, including lifts, trucks, ladders, and job boxes.

1.05 SUBMITTALS

- A. Below is the detailed list of submittal requirements. The Contractor is responsible for any delays in project completion as a result of incomplete or inaccurate submittals.
 - 1. Pre-job submittals are to be received by the project Environmental Consultant upon mobilization. Hazardous materials abatement, including pre-cleaning work, will not proceed until appropriate submittals are in place. Employees without proper training, medical, and respiratory protection documentation will not be allowed to work on the project.
 - 2. Work-in-progress submittals are to be received on a daily or weekly basis, as appropriate. Post-abatement submittals are to be received within two weeks of on-site completion of abatement.

Pre-job Submittals:	
•	BAAQMD Notification (10 working days in advance)
•	Cal/OSHA Asbestos Abatement Notification per 8 CCR 1529 (twenty four (24) hours in advance)
•	Copy of current Contractors' State Licensing Board (CSLB) License
•	Copy of Cal/OSHA Asbestos Registration Certificate
•	Proof of all required permits or variances
•	Work schedule
•	Abatement work plan
•	Copies of asbestos training certificates for workers and the Competent Person
•	Copies of workers' annual medical exam and respirator approval
•	Copies of workers' twelve (12) month respirator fit testing records
•	Material Safety Data Sheets (MSDS) for chemicals used
•	Emergency phone and pager listing
•	Proposed location of locked dumpster
•	Rotometer calibrations within past six (6) months

Periodic Submittals	
•	Personal air monitoring (daily)
•	Updated worker documentation (as needed)
•	Work area access logs (daily)
•	Copies of updated notification to regulatory agencies (as needed)
•	Work schedule changes (as needed)

Project Close-out Submittals	
•	Copies of completed uniform waste manifests, including hazardous and non-hazardous waste
•	Foreman's daily job reports
•	Air sample results for all personnel, work areas and air filtration units

PART 2 EXECUTION

2.01 SCOPE OF WORK

- A. Contractor shall properly remove, package, label and dispose of the ACMs : **See Appendix A – Asbestos & Lead (PB) Report, Limited Pre-Demolition/Renovation Survey & Evaluation Report, prepared by The Consulting Group**

2.02 WORK PRACTICES

- A. Pre-Abatement Tasks:
1. Submit required pre-job submittals prior to mobilization
 2. Fit test each worker with appropriate respiratory protection.
 3. Install GFI power sources
- B. Work Area Preparation:
1. Install Cal OSHA asbestos warning signs.
 2. Install decontamination facilities.
 3. No HazMat work shall begin until a pre-abatement containment inspection is performed and approval is given by the Consultant.
 4. Clean and decontaminate all work area surfaces.
- C. Asbestos Abatement Activities:
1. Perform cleaning and decontamination using standard manual removal, HEPA vacuuming and wet wipe procedures.

2. Removal all ACM using wet methods.
3. Following successful visual clearance, remove all barriers and demobilize.
4. Submit all project close-out submittal documents.

2.03 PROHIBITED ACTIVITIES

- A. The following work practices and engineering controls are prohibited and shall not be used under any circumstances:
 1. High-speed abrasive disc saws that are not equipped at point of cut with HEPA filtered exhaust devices.
 2. Compressed air used to removed hazardous materials, unless the compressed air is used in conjunction with an enclosed HEPA filtered ventilation system designed to capture the dust cloud created by the compressed air.
 3. Dry sweeping, shoveling or other dry clean-up of debris containing hazards.
 4. Employee rotation as a means of reducing employee exposure to asbestos.
- B. Smoking, eating, drinking, applying cosmetics and chewing tobacco in regulated areas is prohibited. Hot work is prohibited unless authorized by the City.

2.04 AIR MONITORING

- A. Compliance Air Monitoring:
 1. Personal air monitoring "Exposure Monitoring". shall be performed by the contractor as required to meet Cal OSHA requirements:
 2. If the Time Weighted Average (TWA) for any work shift or 8-hour period exceeds Cal-OSHA standards, stop all work, leave pressure differential system in operation and notify City's Representative. Do not recommence work until authorized in writing by City's Representative.
- B. Environmental Air Monitoring:
 3. ProTech will conduct environmental monitoring throughout the course of the project. The purpose of environmental (area) air monitoring will be to detect faults in the work area isolation.
 4. If any air sample taken outside of the work area exceeds background or clearance standard levels, the Contractor shall immediately and automatically stop all work, regulate the affected area, and decontaminate all affected spaces. Perform all such required cleaning or decontamination at no additional cost to the Client.
- C. Project Clearance:
 1. A visual clearance of the work areas will be performed by ProTech to determine if all clean-up and decontamination work is satisfactorily completed. Contractor shall bare all costs associated with any recleaning/decontamination work required by the Consultant.

2. No air samples will be collected. Clearance criteria for this project will be a successful visual inspection as determined by the Owner's 3rd party consultant.
3. The contractor may conduct his own sampling and laboratory testing if he elects to do so. The cost of such air monitoring and laboratory testing shall be at the Contractors expense.

2.05 CONTROL WORK AREA ACCESS

- A. The area where hazmat work takes place is considered a contaminated area.
- B. Permit Access to the regulated area only to authorized personnel.
- C. Warning signs that demarcate the regulated area shall be posted in accordance with Cal OSHA, EPA, CDPH, and all other applicable governing authorities. Signs shall be posted at all work area entrance and on the public side of all work area barriers that may be accessible to otherwise unknowing persons. Warning signs shall be posted in locations that would allow any person to read the signs from any approach to the work area. The warning signs shall bear the following language:
 1. Asbestos:
DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY RESPIRATORS AND
PROTECTION CLOTHING ARE REQUIRED IN THIS AREA

2.06 WORK AREA PREPARATION

- A. Work Area:
 1. The Contractor must completely isolate the work to prevent Hazmat dust or debris from passing beyond the isolated/regulated area.
- B. Containment Barriers:
 1. Critical barriers shall be constructed by applying a double layer of 6 mil plastic sheeting, in an airtight fashion, over all openings within, and proximate to, the Work Area including but not limited to: HVAC air intakes, vents, and penetrations.
 2. Windows located on the floor below the roof shall be closed and remain closed during abatement activities. Contractor shall coordinate with Owner as to schedule window closure.
 3. The Contractor shall provide systems to prevent ACM roofing debris from falling over the edge of the roof. The Contractor shall use a perimeter barrier or other effective engineering control to protect non-work areas from ACM fall-out. A continuous drop-sheet shall be installed around the perimeter of the building to contain any accidental fall-out. The perimeter barrier shall be placed at the foot of the building and extend away from the structure as far as needed to capture potential fall-out. The barrier shall be of 6 mil polyethylene sheeting or other impermeable membrane of equivalent (or greater) durability and thickness

- C. Hygiene Facilities:
 1. Worker decontamination area(s) shall be contiguous to the work area and shall be located location(s) where workers enter or exit the work area. The decontamination area(s) will be placed at the most strategic location(s) to allow easy access and usage for personnel and shall be capable of withstanding crew usage without deterioration for the entire duration of the project; PPE; tools and equipment.
 2. Decontamination area(s) shall be equipped with a clean water source for each crew member (a bucket of water for shared uses shall not be permitted); clean, dry towels, HEPA equipped vacuum cleaner; storage area for workers street clothing.
- D. Negative Pressure:

Not Required.
- E. Negative Pressure Monitoring:

Not Required.
- F. View Window:

Not Required.
- G. GFI Electric Circuits:
 1. Electric circuits located within the NPE shall be deactivated or equipped with ground-fault circuit interrupters.

2.07 GENERAL REQUIREMENTS

- A. Receive authorization from the Client and/or Consultant prior to initiating any hazmat removal activity. Client or Consultant shall conduct a pre-abatement inspection to ensure compliance prior to authorizing start of any hazmat removal activities.
- B. Inspect the integrity of all Regulated Area barriers at the beginning of each shift. Any detected leaks shall be sealed prior to start of work.
- C. Perform all work using:
 1. HEPA vacuum cleaners.
 2. Wet methods.
 3. Prompt clean-up and disposal of asbestos in leak-tight containers.
- D. Ensure that the level of respiratory protection worn by Contractor's employees is adequate to protect the employees from exposure to airborne asbestos fibers above the Permissible Exposure Limits.
- E. Notify the Client and/or Consultant immediately in the event of a breach of the containment barrier or spill of ACM outside of the Regulated Area. Take protective measures to ensure occupants adjacent to the spill or breach are not exposed to asbestos.
- F. In the event of a breach of the containment barrier or hazmat spill outside of the Regulated Area, immediately stop work, repair the breach and clean-up the spilled material using wet methods and HEPA vacuuming.

- G. In the event that a non-work area becomes contaminated with hazardous materials, the Contractor shall immediately and automatically stop all work. If the contaminated area is inside the building and outside of critical barriers, the Contractor shall erect new critical barriers to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, floor, etc.). Decontaminate the affected area in accordance with this specification. Leave critical barriers in place until final visual and air clearance is given.
- H. That Contractor shall perform all required cleaning and/or decontamination at no additional cost to the City.
- I. The Contractor shall not encapsulate abated surfaces until the work area has passed final inspection as determined by the City or City's Representative.

2.08 PACKAGING, LABELING, AND DISPOSAL OF ASBESTOS WASTE

- A. Packaging, labeling, transporting, and disposing of hazardous waste shall comply with applicable Cal OSHA, AQMD, DTSC/Cal/EPA regulations under Title 22 CCR and the California Health and Safety Code, including completion of the Uniform Hazardous Waste Manifest Form. The Contractor shall prepare the form in typing in a neat, correct, and legible fashion.
- B. Transportation and disposal of all hazardous waste shall be coordinated by the Contractor. The transporter shall possess a valid and current EPA Generator ID number. The Contractor shall notify the BCM/SAR Project Manager at least 24 hours in advance of the time at which the manifest is ready to be signed.
- C. Labeling:
 - 1. Asbestos disposal containers to be labeled as follows:

DANGER
 CONTAINS ASBESTOS FIBERS
 AVOID CREATING DUST
 CANCER AND LUNG DISEASE HAZARD
 HAZARDOUS WASTE
 STATE AND FEDERAL LAW
 PROHIBITS IMPROPER DISPOSAL
 IF FOUND, CONTACT THE NEAREST
 POLICE OR PUBLIC SAFETY
 AUTHORITY OR THE CALIFORNIA
 DEPARTMENT OF
 TOXIC SUBSTANCE CONTROL
 Generator's Name
 Address
 Manifest No.
 RQ, Asbestos, 9, NA2212, III
 Cal/EPA & DOT Diamond Label

2.09 FINAL CLEARANCE

- A. The Consultant shall conduct a final inspection of the work area upon completion of Hazmat work. The contractor shall notify the Client/Consultant at least 24 hours in advance of the project completion.

2.10 MEASUREMENT AND PAYMENT

- A. Full compensation for conforming to the provisions in this section "Asbestos Removal" and work related to asbestos removal not otherwise provided for, shall be considered as included in lump sum price paid for "**Demolition**" and no additional compensation will be allowed therefor.

END OF SECTION

SECTION 028300 LEAD REMEDIATION

PART 1 GENERAL

1.01 SUMMARY OF WORK

- A. This section deals with general requirements and procedures in conjunction with the work related to lead containing materials and lead-based paint to be performed by all Contractors who perform work on this project. High lead-content items are known to exist in the scope-of-work areas as follows:
- B. Two types of lead-related construction materials have been found to be present in the project site: **See Appendix A – Asbestos & Lead (PB) Report, Limited Pre-Demolition/Renovation Survey & Evaluation Report, prepared by The Consulting Group**
- C. Contractors are required to follow all federal, state, and local standards that regulate lead notification; lead-related construction work; lead work practices, safety, monitoring, disposal; accreditation of firms performing lead-related work; training of individuals performing lead related work, etc.

1.02 DEFINITIONS

- A. Lead: Metallic lead, all inorganic lead compounds and organic lead soaps, and excluding all other organic lead compounds.
- B. Lead-containing: Any material, coating, substrate or product, which contains metallic lead, all inorganic, lead compounds and organic lead soaps, and excluding all other organic lead compounds.

1.03 KNOWN LEAD

- A. Lead-containing materials (LCM) and lead-based paint (LBP) have been identified on this project. Lead reports and lead data are included in these project documents. These data are being provided for the benefit, review, and evaluation of each Contractor whose employees will or may perform work on the Project.
- B. Contractors/employers may need to obtain additional data to assess and prepare for regulatory lead compliance relative to their specific scope of work. If Contractor concludes (after a review of the lead reports) that existing data are insufficient to properly prepare for their particular scope of work, Contractor shall arrange to obtain sufficient data. In the absence of sufficient lead data, the contractor shall assume surface coatings contain lead.
- C. Any/all costs associated with assessing the impact of lead on the project and lead exposure; preparing for and conducting worker protection, worker training, handling, removal, waste disposal, etc. shall be borne by the contractor.
- D. Contractors/employers will be required to perform various tasks that could expose potential personnel to regulated levels of lead. The specific tasks required to complete this project that may impact lead components include:
 - 1. Removal of designated flashings.
 - 2. Removal of designated wood siding and wood fascia
- E. General tasks that are required to complete this project that may impact lead components include:
 - 1 Demolishing or salvaging items where lead or materials containing lead are present.

- 2 Removing materials containing lead.
- 3 Constructing, altering, repairing or renovating structures, substrates, or portions thereof, that contain lead or materials containing lead.
- 4 Cleaning-up lead contamination.
- 5 Transporting, disposing, storing, or containing lead or lead containing materials on the site where construction and renovation activities are performed.

1.04 PUBLIC SAFETY AND PUBLIC CONVENIENCE

- A. The Contractor(s) shall take all necessary measures to ensure the safety of the general public and adjacent residents throughout the course of this project. The Contractor shall take adequate measures to make the building or work areas inaccessible to the public (such as temporary fencing if necessary).
- B. The Contractor shall ensure that lead (in any form) does not contaminate the site during this demolition process.

1.05 REGULATIONS

- A. Contractors are required to follow all Federal, State, and local standards that regulate lead-related construction work and lead disposal including but not limited to: the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the California Department of Occupational Safety and Health (Cal-OSHA), and any other applicable federal, state and local government regulations pertaining to lead-based paints (LBP) and other lead-containing wastes.
- B. The Contractor and all subcontractors shall ensure that each employee who will or may handle, impact, or otherwise disturb lead or encounter lead contaminated areas:
 - 1 Receive proper and sufficient Cal OSHA compliant training.
 - 2 Receive proper and sufficient personal protection equipment
- C. Regulatory Statutes
 - 1 Environmental Protection Agency National Ambient Air Quality
 - 2 Standards, as applicable (40 CFR 61)
 - 3 Occupational Safety and Health Administration (inclusive of OSHA 29 CFR 1919.134 and 1926.62)
 - 4 California Department of Occupational Safety and Health (inclusive of Cal/OSHA 8 CCR 1532.1, 3203, 5155, 5194, 5216)
 - 5 California Environmental Protection Agency (Cal-EPA), (22 CCR Section 66000, et seq.)
 - 6 California Department of Health Services (17 CCR Sections 3500061000)
 - 7 Resources Conservation and Recovery Act (42 U.S.C. Section 6901 et seq., and regulations 40CFR part 260 et seq.)
 - 8 California Health and Safety Code (Division 20 and regulations, and 22 CCR section 66000 et seq.).
 - 9 Resource Conservation and Recovery Act
 - 10 Federal Occupational Safety and Health Administration (Fed/OSHA) (29CFR 1910.134 and 1926.62)

- 11 Federal Environmental Protection Agency (Fed/EPA) (40 CFR50 et seq.)
Federal Department of Transportation (49 CFR)
- 12 Other applicable federal, state, and local governmental regulations pertaining to lead hazards and lead waste.
- 13 U.S. Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing
- 14 US Environmental Protection Agency (EPA) Lead-based Paint Hazards 40 CFR 745.80, Subpart E.

1.06 REGULATORY COMPLIANCE

- A. All Contractors/employers, whose employees may impact or perform trigger activity associated with lead-based paint or lead containing materials, shall comply with the requirements, standards and work practices codified by Cal OSHA lead construction standard per CCR Title 8 § 1532.1. Each Contractor/employer shall:
 - 1. Make an assessment as to the applicability of the Cal OSHA lead construction standard relative to their specific work. Cal OSHA standards are designed to regulate and enforce on-the-job worker safety. Employers are required by law to ensure that employees are not exposed to airborne lead levels that exceed the permissible exposure limit (PEL). The standard requires worker exposure monitoring, medical surveillance, training, special work practices, etc.
 - 2. Contractors/employers, whose employees will be working on this project, are required to assess lead exposure risk to their employees (as per Cal OSHA lead standard CCR Title 8 § 1532.1). In making this evaluation, contractors should:
 - a. Review all lead related documents and reports.
 - b. Become familiar and comply with Cal OSHA and other applicable lead regulations.
 - c. Make an assessment to determine potential worker exposure relative to the various lead-related construction work to be performed.
 - d. Collect supplemental data/samples if necessary.
 - e. Assess and monitor worker lead exposure levels during the performance of lead trigger tasks or other activities that may potentially expose workers to levels above the Cal OSHA permissible exposure level.
 - f. Determine compliance requirement relative to DOSH notification rules.
 - 3. Cal OSHA requires compliance with their lead construction regulation when:
 - a. The permissible exposure limit (PEL) will or may be exceeded. The PEL is an exposure to airborne lead dust of 50 micrograms of lead per cubic meter of air (50 µg/m³) over an 8 hour time weighted average (TWA).
 - b. Employees perform "trigger activities" that impact a material containing lead in any detectable amount. Cal OSHA mandates that an employer assume the PEL will be exceeded when his/her employees conduct "trigger activities" involving lead. Trigger activities are defined as follows:

Trigger Activity	Anticipated Exposure	Required Respirator
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Trigger Activity	Anticipated Exposure	Required Respirator
<ul style="list-style-type: none"> • Manual demolition • Manual scraping and sanding • Heat gun use • Use of power tools with dust collection systems • Spray painting with lead paint 	50-100 $\mu\text{m}/\text{m}^3$	Half-mask, air purifying
<ul style="list-style-type: none"> • Any other activity that the employer has any reason to believe that an employee may be exposed in excess of the PEL. 	50-100 $\mu\text{m}/\text{m}^3$	Half-mask, air purifying
<ul style="list-style-type: none"> • Using lead containing mortar • Lead burning • Rivet busting • Power tool cleaning without dust collection system • Clean-up of dry abrasive blast residue. 	500-2500 $\mu\text{m}/\text{m}^3$	Full-face, air purifying, or Tight fitting PAPR, or Supplied air, contiguous flow
<ul style="list-style-type: none"> • Abrasive blasting • Welding • Cutting • Torch burning. 	$>2500 \mu\text{m}/\text{m}^3$	Supplied air, pressure demand

4. If Cal OSHA lead compliance is required, contractor(s) shall adhere with the following requirements:
- a. Construct Project Hygiene Facilities and implement decontamination policies in accordance with the Cal OSHA lead construction standard. Worker decontamination station shall be provided at all locations where workers enter or exit the work area. The decontamination station shall be placed at the most strategic location to allow easy worker access. The Contractor must install a filtering system for removing contaminants from the drained water. The system must have as a two stage cascading filtering system capable of filtering down to 5 μm or smaller. Filtered water may then be disposed of into the sanitary sewer. The Contractor shall maintain a supply of filters for the filtering system. The filters will be changed as often as needed to prevent the system from clogging.
 - b. Determine if any employee may be exposed to lead at or above the action level (30 mg/m^3). This assessment is made by taking at least one full shift personal air sample for each job classification.
 - c. Until an exposure assessment is made, any employee performing a trigger activity, shall be treated as if exposed above the personal exposure limit (PEL, 50 mg/m^3).
 - d. Until an exposure assessment is performed, the employer must implement employee protective measures per Cal OSHA - CCR Title 8 § 1532.1 including:

- Appropriate respiratory protection
 - Appropriate personal protective clothing and equipment
 - Appropriate change areas
 - Appropriate hand wash facilities
 - Biological monitoring (blood testing)
 - Appropriate training
- e. Implement engineering controls and work practice controls, including administrative controls, to reduce and maintain employee exposure to lead at or below the PEL or to the lowest feasible level. If engineering controls cannot reduce exposures below the PEL, supplement controls with appropriate respiratory protection.
- f. Prior to the job, establish and implement a written compliance program to ensure that no employee is exposed to lead above the PEL. The program must address the specific issues outlined in Cal OSHA - CCR Title 8 § 1532.1.
- g. Respirator use is required when:
- Employee exposure exceeds the PEL
 - Employee requests it
 - During the initial exposure assessment
- h. If required, implement a respiratory protection program addressing the specific elements outlined in the OSHA respiratory protection standard (CCR Subchapter 7. General Industry Safety Orders § 5144).
- i. If required, implement a medical surveillance program for employees exposed on any day to lead at or above the action level. The medical surveillance program must address the specific elements in the standard including (but not limited to):
- Initial medical surveillance consisting of biological monitoring (blood testing) and analysis for lead and zinc protoporphyrin levels.
 - Employee notification of blood test results.
 - Medical examinations and consultation under certain circumstances.
- j. Post appropriate warning signs (as prescribed in the standard) in each regulated area or work area where an employee's exposure to lead is above the PEL.
- k. The employer must establish and maintain an accurate record of:
- Exposure assessment data
 - Medical surveillance data
 - Observation procedures
- l. Contractors/Employers whose employees disturbs more than 100 sq ft of lead-based paint (LBP) are required to submit written notification to Cal OSHA (per Health and Safety Code, Title 17 CCR Section 36000 (c)).

1.07 CERTIFICATION AND TRAINING

- A. Firms performing lead-based paint work in target housing or child occupied facilities must be certified by the US EPA (per 40 CFR 745.80, Subpart E).

- B. Employers whose employees disturbed lead paint shall assure that each employee is trained in accordance applicable requirements specified by Cal OSHA (per Cal OSHA lead standard CCR Title 8 § 1532.1) and US EPA (per 40 CFR 745.80, Subpart E).

1.08 SITE PROTECTIVE CONTROLS

- A. Perform all lead-related construction work in accordance with Cal OSHA lead construction standards and all other applicable regulatory requirements.
- B. General Dust Controls: Implement engineering controls as necessary to reduce airborne exposures to lead to the greatest extent possible. Engineering controls shall include but not necessarily be limited to:
 - 1. Misting of the work area as necessary to eliminate visible emissions beyond the regulated area during active demolition.
 - 2. Collect all lead debris and lead contaminated waste for proper waste profiling, packaging, labeling, and disposal.
 - 3. Power tools used for lead-paint removal (if performed) shall be equipped with attached HEPA vacuums to collect lead dust emissions generated by the power tool(s).
 - 4. Install worker decontamination facilities immediately adjacent to the work area entry/exit.
 - 5. If any of the containment systems are damaged in any way, repairs will be made immediately.
- C. Warnings and Signs: Provide the following minimum signs and posting requirements where airborne concentrations of lead may exceed the permissible exposure limit (PEL):
 - 1. The Contractor will establish a regulated area where (if) airborne concentrations of lead may exceed the PEL. Only authorized personnel may enter the regulated area. All persons entering the regulated area will be supplied with and required to wear appropriate personal protective equipment and respiratory protection.
 - 2. Warning signs and caution tape will be posted at all approaches to the regulated area. Warning signs shall be visible from all vantage points approaching the work area so that untrained personnel and/or the public can take precautionary measures to avoid the restricted area. No unauthorized person will be allowed to be within 30 feet of active lead-related construction work. Lead warning signs will read as follows:

WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING
AUTHORIZED PERSONNEL ONLY

- D. Lockout/tag-out electrical equipment within the regulated area, as necessary.

1.09 WASTE DISPOSAL AND MANIFESTING PROCEDURES

- A. All lead and lead-contaminated debris shall be collected and kept separate from all/any non-lead waste. Laboratory costs associated with analyses required for disposal, will be at the Contractor's expense. Lead-waste streams shall be tested to characterize hazard

levels as follows:

Test 1 - California: SW846, Total Threshold Limit Concentration (TTLC)

If: TTLC is less than 50 mg/kg STOP testing - classify and dispose of as non-hazardous waste

If: TTLC is greater than 50 mg/kg but less than 350 mg/kg perform test 2

If: TTLC is greater than 1000 mg/kg perform test 3

Test 2 - California: Waste Extraction Test (WET), Soluble Threshold Limit Concentration (STLC)

If: STLC is less than 5 mg/l - classify and dispose of as Designated Class II Non Hazardous Waste

If: STLC is greater than 5 mg/l - classify and dispose of as Class I California Hazardous Waste and perform Test 3

Test 3 - Federal: Soluble Threshold Limit Concentration (TCLP)

If: TCLP is less than 5 mg/l - classify and dispose of as non-RCRA waste

If: TCLP is greater than 5 mg/l - classify and dispose of as RCRA waste, stabilize waste

- B. The contractor will be responsible for the proper storage, packaging, labeling, manifesting, transportation, and disposal of lead containing and lead hazardous materials.
- C. Packing, labeling, transporting, and disposing of hazardous waste shall comply with Cal-EPA regulations under 22 CCR, including completion of the Uniform Hazardous Waste Manifest Form (OTSC 8022A and EPA 8700-22).
- D. Segregate, containerize, and characterize construction debris including rags, protective coveralls, polyethylene sheeting, and other consumable items. Waste will be packaged in accordance with the applicable U.S. Department of Transportation regulations included in 49 CFR Parts 173, 178, and 179.
- E. A "Waste Manifest" will be completed for disposal of hazardous waste. The transporter will possess a valid EPA Transporter ID number. The Contractor's Hazardous Materials Supervisor will notify the Owner's Inspector at least 48 hours before the time that the Manifest is required to be signed by the Owner.
- F. Warning labels will be affixed to all waste containers that contain lead wastes in concentrations considered hazardous. The labels will conform to Cal OSHA, RCRA, DOT, and DTSC guidelines.
- G. Any lead contaminated water generated during the work for decontamination purposes will be filtered to 5 µm and drummed. If TTLC/STLC testing can prove that the water is non-hazardous, it will be discharged into the sanitary sewer system. If the water is shown as hazardous per TTLC/STLC testing, it will be disposed as such.

1.10 **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the provisions in this section "Lead-Remediation," not otherwise provided for, shall be considered as included in lump sum price paid for "**Demolition**" and no additional compensation will be allowed therefore.

END OF SECTION

