SAN LEANDRO UNIFIED SCHOOL DISTRICT
Business Services Division

# PO Change Order Request Form

**This form will be used to request a change in the amount of the Purchase Order. Please use a plus (+) sign to indicate an increase or a minus (-) sign to indicate a decrease in the balance of the Purchase Order.**

**Vendor Name** JLC P.O.# J19-00214

Acct. No: 212-6270-9112-0000-8500-007-30- -803 Amount $94,139.41

Acct. No: Amount $

Comments:
Please increase the above PO by $94,139.41 to cover the cost increase for attached Change Order #5 on the Roosevelt Modulars.

Authorized Signature: _____ Date:

Posted By: (Purchasing): Date:

Budget Transfer # _____ Posted By: _____ Date:_____

All requests should be completed by site staff and then approved by site/program Manager. Please forward all signed and completed paperwork to the Purchasing Dept. in the District Office.

If necessary, please attach Budget Transfer request to this form to cover the increase of the Purchase Order. If there is a Budget Transfer Form attached, both requests will be forwarded to the Budget Technician, which will be processed and later forwarded to the Purchasing Dept.

# Change Order

Project: **Roosevelt Modular Classrooms**
**951 Dowling Ave.**
**San Leandro, CA 94577**

**CO #: 5**
Date: 11/19/2020
Contract Date: 02/05/2020
DSA Application #: 01-118101
DSA File #: 01-35

Owner: **San Leandro Unified School District**
**1145 Aladdin Ave**
**San Leandro, CA 94577**

Contractor: **Jeff Luchetti Construction, Inc.**
**70 Stony Point Road, Suite D**
**Santa Rosa, CA 95401**

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You are directed to make the following change(s) in this Contract:

Work Based Upon: 1 Proposed Change Order (See attached for backup)

**PCO #24 Phase 2 Portable Demolition**

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Proposed Adjustments

1. The proposed basis of adjustment to the Contract Amount:
   - ☒ Lump Sum increase of: $94,139.41
   - ☐ Unit Price of $_____ per_____
   - ☐ Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation of cost, but Not To Exceed: $
   - ☐ As follows:

2. The Contract Time is proposed to remain unchanged / changed.

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The work covered by this order shall be performed under the same terms and conditions as that of the original contract.

When signed by the Owner, Architect, and Construction Manager and received by the Contractor, this document becomes effective IMMEDIATELY as a Change Order (CO), and the Contractor shall proceed with the change(s) described above.
Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CO.

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| Architect | Construction Manager | Owner | Contractor |
|---|---|---|---|
| **WLC Architects**<br>**2600 Tenth Street, Suite #500**<br>**Berkeley, CA 94710** | **RGM Kramer**<br>**3230 Monument Way**<br>**Concord, CA 94518** | **San Leandro USD**<br>**1145 Aladdin Ave.**<br>**San Leandro, CA 94577** | **Jeff Luchetti Construction, Inc.**<br>**70 Stony Point Road, Suite D**<br>**Santa Rosa, CA 95401** |
| Name:_____ | Name:_____ | Name:_____ | Name:_____ |
| By:_____ | By:_____ | By:_____ | By:_____ |
| Date:_____ | Date:_____ | Date:_____ | Date:_____ |

JL CONSTRUCTION

70 Stony Point Road, Suite D
Santa Rosa, CA 95401
Ph : (707) 527-5788
Fax: (707) 542-7718
Contractors License No.761270

# Change Proposal

**To:** RGM Kramer, Inc.
1145 Aladdin Ave.
San Leandro, CA 94577

**Number:** 024
**Date:** 11/17/20
**Job:** 1-19-1913 SL Roosevelt (JLC)
**Phone:**

**Description:** Phase 2 Portable Demo

Reason: Change in Scope
Source: Budget

We are pleased to offer the following specifications and pricing to make the following changes:

Costs associated with the following scope of work:
1. Demo & removal of one (1) existing building sitting on a raised foundation.
2. Demo and removal of eight (8) existing portables three (3) of which are sitting on top of AC paving and five (5) in the field.
3. Safe off of electrical. Electrical will be disconnected from power poles. Power pole removal by the District.
4. Safe off of plumbing. All plumbing lines are to be cut back and abandoned in place.
5. Removal and disposal of all fluorescent lights and ballasts. Lights and ballasts are to be taken to Waste Management and disposal will charged under the School District's account.
6. Removal of all refrigerant from HVAC units prior to demo.
7. Removal and reinstallation of fence and gates to allow for access.

Pricing excludes any additional work or demo not listed above, removal and/or relocation of temp power poles, restoration of grass or irrigation in the field once portables are removed, patching of holes from temp power poles, any unforeseen conditions that may arise, removal or moving of any furniture, any premium time, and damage to AC paving as a result of the demolition operation.

Pricing is based on one (1) mobilization. There will be additional costs if any of the work is to be performed as a separate mobilization. All furniture, material, and equipment are to be removed by the District prior to the start of work. Work is to be performed during normal business hours.

| Description | Labor | Material | Equipment | Subcontract | Other | Price |
|---|---|---|---|---|---|---|
| Stomper - Proposal 11/11/20 | | | | $54,858.00 | | $54,858.00 |
| HVAC Refrigerant Removal | | | | $4,816.00 | | $4,816.00 |
| Plumbing Safe Off | | | | $3,284.00 | | $3,284.00 |
| Electrical Safe Off | | | | $3,744.00 | | $3,744.00 |
| Ballast & Bulb Removal | $3,200.00 | | | | | $3,200.00 |
| Fence & Gate Removal | | | | $4,485.00 | | $4,485.00 |
| Added Supervision | $9,000.00 | | | | | $9,000.00 |
| | | | | | Subtotal: | $83,387.00 |
| | | | Fee | $83,387.00 | 8.00% | $6,670.96 |
| | | | Bond & Insurance | $90,057.96 | 2.50% | $2,251.45 |
| | | | Ballast & Bulb Removal | $3,200.00 | 15.00% | $480.00 |
| | | | Added Supervision | $9,000.00 | 15.00% | $1,350.00 |
| | | | | | **Total:** | **$94,139.41** |

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Contractors License No.761270

# Change Proposal

**To:** RGM Kramer, Inc.
1145 Aladdin Ave.
San Leandro, CA 94577

**Number:** 024
**Date:** 11/17/20
**Job:** 1-19-1913 SL Roosevelt (JLC)
**Phone:**

The schedule will be TBD.

If you have any questions, please contact me at .

Submitted by:

Approved by: _____
Date: _____

Cc: Frank Scalercio (JL Constructi, Vic Vazquez (Jeff Luchetti Construction, Inc)

JL CONSTRUCTION

**Roosevelt ES**
**Portable Demo**

**11/16/2020**

| | Bid #1 | Bid #2 | Bid #3 |
|---|---|---|---|
| **Scope** | **Stomper** | **BCPG** | **D&V** |
| Demo of Ph 2 Portables | $24,968.00 | $79,085.00 | $96,900.00 |
| Demo of Additional Portables | $29,890.00 | $45,505.00 | $48,000.00 |
| | $54,858.00 | $124,590.00 | $144,900.00 |

# PROPOSAL

Bid #1 of 3

| | | |
|---|---|---|
| **Stomper Company, Inc**<br>3135 Diablo Ave<br>Hayward, CA 94545 | Stomper | (510) 574 0570 Phone<br>(510)574 0550 Fax<br>Contractor's License No. 313376 |

| | | | | | |
|---|---|---|---|---|---|
| ***Submitted To:*** | Frank | ***Job Name:*** | Roosevelt Elementary | ***Date:*** | 10.16.20/11.11.20 |
| ***Company:*** | JL Construction | ***Address:*** | 951 Dowling Blvd | ***City:*** | San Leandro, Ca |

**SCOPE OF WORK:** Provide Exterior Demolition of Concrete foundation/piers as well as wood structures as described in plan set by WLC Architects dated 9.13.19 and Stomper Proposal dated 10.16.20

**Foundation Demolition:**
*Demo and remove perimeter stem walls/foundation
*Demo and remove 30" x 30" piers x 12" – 18" thick
*Demo and remove concrete steps at each end of structure.
**Size of foundation and piers assumed to be same as prior foundation demo – see attached as-builds**

**Demolition and removal per above referenced documents LS$ 34,842.00**

**Building Demolition:**
*Demo and remove wood structure sitting on top of above referenced foundation
*Demo and remove 3 adjacent wood structures complete down to AC (No Foundations)

**Demolition and removal per above referenced documents LS$ 24,968.00**

**Alternate 1:** Demo and remove five (5) portables with No Foundations
Per site Inspection on **11.11.20** **Alt Add = $29,890.00**

**SPECIFIC CLARIFICATIONS / EXCLUSIONS:**

- ***Due to Shelter In Place Ordinances, Stomper cannot confirm resource availability at this time. Projected start dates, durations and completion dates may be impacted***

- Price Based on **1 mobilization**. Additional mobilizations will be charged at **$5,600** each
- Access for multiple recycle boxes and or high side trailers needed near load out doors/ window bays
- All lay out and safe offs to be done by others **PRIOR** to Stomper arrival
- All asbestos abatement to be performed by others
- Cutting and or capping of utilities is excluded. If utilities are to be removed under this proposal, a 2" air gap shall be created by others. NO utility will be removed without a visible air gap on both ends of the pipe(s).
- Based on regular work hours. No Weekends or holiday time included
- Any required site-specific training and/or drug testing that has not been included above, will be provided on a T&M basis once the requirement is clarified.
- SWPPP shall be installed and maintained by others.
- If required, flaggers will be provided for our work only.
- Please advise **10 working days** prior to Stomper mobilization

**EXCLUSIONS:**
- **Any work with Asbestos Lead or PCB's**
- **Office furniture/ supplies**

**Frank Scalercio** Bid #2 of 3 - For Reference only

**From:** Kevin Barker <kbarker@baycities.us>
**Sent:** Wednesday, November 11, 2020 1:29 PM
**To:** Frank Scalercio
**Subject:** RE: Roosevelt & Washington - Portable Demo

Frank,

I received the price for Roosevelt this morning and he's working on Washington which I hope to have tomorrow.

The price for Roosevelt is as Follow:

Portable Demolition Per Sheet C2.2 4EA : $79,085.00

Demolition of 5 Portables in Field area : $45,505.00

Let me know if this is acceptable and I'll forward a formal COR request.

Thanks,


KEVIN BARKER
**Project Manager**
Office: (925) 687-6666 Fax: (925) 687-2122
kbarker@baycities.us
**43195 MISSION BLVD, STE. B-1,**
**FREMONT, CA 94539**
*925-446-6008 (Direct Line)*


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**From:** Frank Scalercio <FrankS@jlcbuild.com>
**Sent:** Wednesday, November 11, 2020 1:05 PM
**To:** Kevin Barker <kbarker@baycities.us>
**Subject:** RE: Roosevelt & Washington - Portable Demo

Hi Kevin,

Any word on the portable demo pricing for Roosevelt & Washington?


**Frank Scalercio** | FrankS@jlcbuild.com

JL CONSTRUCTION
JL MODULAR

70 Stony Point Rd, Suite D | Santa Rosa, CA 95401
707-527-5788 ext. 229 | 707-542-7718 Fax

October 28, 2020 **DIR Registration # 10000001404**

**JL CONSTRUCTION**

**ATTN: Project Manager / Estimator**

**RE: Roosevelt Elementary School Increment 1 - San Leandro**

We are pleased to submit a proposal for the subject project as follows:

**********
*Civil Plans:*
- C2.2 and C3.2 | Prepared by Hohbach-Lewin, Inc, Dated 03/27/2019 and DSA date – 09/30/219.

*Geotechnical Investigation:*
- None were noted at bid time.

Number of Addendum noted:
- None were noted at bid time.

Bldg Demo: $96,900
AC Demo: $15,000

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**Our Base Bid Includes the Following:**

*Base Bid – Building (4ea) and Ac Demo*

1. Pothole for underground utilities
2. Saw-cut, demo and off-haul existing ac pavement. Per revised area emailed on 10/27
3. Demo and off-haul existing portable classroom buildings. Any hazardous testing and abatement are to be done by others prior to D&V starting

**Total Base Bid: $111,900.00**

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**ALTERNATE #1 – Added Building Demo**

*Added Building Demo – 5ea*

1. Demo and off-haul existing portable classroom buildings. Any hazardous testing and abatement are to be done by others prior to D&V starting

**Total Alternate #1: $48,000.00**

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**ALTERNATE #2 – Concrete Footing Demo/Removal**

1. Demo and off-haul existing concrete portable foundation.
    a. D&V figured the following foundation assumptions (We'll need to confirm quantities after portable buildings are removed)
        i. Perimeter Footing - 350lf - 1.5" x 5' = 98 cy
        ii. Interior Stem Walls – 6ea - 40 x 1.5 x 5 = 67 cy
        iii. Interior Piers - 15ea - 2 x 2 x 3 = 7 cy

**Total Alternate #2: $36,900.00**

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**ALTERNATE #3 – Excavate, Finish, Rock and Pave for New Pavement Section**

1. Excavate for new pavement sections
2. Load, haul and dispose of material generated from excavation operation
   ***Note 1:*** *Prior to exporting any material we require soil analytical testing indicating that there are no hazardous contaminates and/or debris for all material to be exported and that it meets the DTSC guidelines with reporting limits acceptable for unrestricted residential use.*
   ***Note 2:*** *Soils must be dry for use as fill, suitable for unrestricted use and compaction with no debris*



**DURAN & VENABLES, INCORPORATED**
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3. Scarify and recompact subgrade for the following areas;
    a. Fire lane ac pavement areas
    b. Ac pavement areas
4. Place, grade and compact recycle class II aggregate base rock for new;
    a. Fire lane ac pavement areas – 12" section
    b. Ac pavement areas – 9" section
5. Place and compact 3" (1 lift) of ½" max medium hot asphaltic concrete for new ac pavement sections
6. Conform grade landscape areas under existing portable areas and clean up our portion of work

**Total Alternate #3: $97,600.00**

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**Our Base Bid Excludes the Following:**

1. Permits, fees and cost of furnishing bonds
2. Engineering, staking, layout, soils testing, hazardous materials testing, or other testing
3. Potholing for other trades (we will stockpile our potholing spoils on-site)
4. Import of soil
5. Underground demo of any kind
6. Over-excavation and re-compaction of existing soils
7. Reworking unsuitable, over optimum, saturated or organically laden soils including but not limited to dewatering or aeration
8. Dewatering
9. Grading under the drip line of trees or removal of roots and organics
10. Chemical treatment of soils including but not limited to lime treatment or cement treatment
11. Structural or wall excavation or backfill
12. Footing excavation
13. Drainage or drain rock for backfill
14. Notching, excavation, or sloping of subgrade or base rock for depressed concrete slab sections, sloping slabs, pits, thickened slab edges, or curbs
15. Any underlayment of the building pad including, but not limited to, slab rock, sand, or vapor barrier
16. Removal of strippings off-site (strippings to remain on-site in landscape areas)
17. Handling other trades' spoils
18. Removal and handling of buried debris or other latent features
19. Removal and disposal of asphalt concrete with paving fabric
20. Patching and cleaning of new asphalt due to other trades construction
21. Prime coat or soil sterilizer for pavement
22. Any seals or sealants
23. Handling of hazardous, contaminated, asbestos-containing or regulated materials
24. Locating, potholing, relocation, disconnection, marking or removal of underground utilities or storage tanks (including septic tanks & leach lines)
25. Concrete, utilities, striping, signage, bumpers, truncated domes, or header boards
26. Sheeting, shoring, bracing and underpinning
27. Temporary Fences, barricades, or canopies
28. Tree protection or work within tree protection areas
29. Landscape work including finish grading or import and placement of topsoils and borrow for grass, landscape and planter areas
30. Excavation, subgrade, or base rock for landscape concrete headers, curbs, mow bands, or seat walls
31. Root barriers
32. Construction of bioswales, flow through planters, or pre-cast planters including excavation, bio-treatment soil mix, pipe, or rock
33. Erosion control, maintenance, or removal
34. Providing a site-specific storm water prevention plan, QSD/QSP duties, or BMP inspection
35. Winter maintenance such as pumping of rainwater or installation or removal of temporary construction roads
36. Dust control when our crews are not physically working at the site (after hours or weekends)
37. Raising or lowering of existing or new manholes, utility boxes, vaults, monuments, etc.
38. Repairs to existing improvements due to construction traffic
39. Traffic control for others
40. Providing labor to meet any local hire goals



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**********

**Specific Conditions of this Bid:**

1. Our proposal is based on using GPS technology which will require a minimum of five control points and the CAD file.
2. Asphalt paving to be placed in one (1) lift and one (1) move-in.
3. Landscape rough grading will be done during initial rough grade operations.
4. Building pad to be certified by Owner / General Contractor prior to D&V demobilizing after this operation. Costs for certification of pads to be borne by Owner / General Contractor.
5. All devices protruding into subgrade (e.g. manholes and valve boxes) shall be lowered by others to 12" below subgrade prior to commencement of our subgrade operation.
6. One move-in per phase of work and one continuous operation per move-in with clear, unobstructed access
7. Any additional phasing of our work will result in additional costs due to reduction in production and additional move-ins. Additional move-ins are generally as follows: Blade / small scraper rough grading crew or Blade finish crew is $11,500; Skip loader finish crew is $7,000; Sidewalk finish crew is $5,100; Patch pave crew is $6,100; Paving crew is $13,500. If the asphalt paving is broken up into separate lifts done at separate times there will be the added cost to clean and tack the bottom lift.
8. Any work requested by the Owner / Client to be performed in inclement weather or over-optimum moisture conditions will result in additional costs and will be billed on a time and materials basis.
9. If any seals are included in our proposal, any cleaning of the pavement prior to application is not included
10. Any overtime requested by the Owner / Client to expedite completion of this project must be approved prior to the work being done and will be billed as a change order.
11. Our bid is based on our work being complete before building work begins – if building work begins prior to completion of our work there may be a cost impact that will need to be evaluated.
12. Our bid is based on the availability of a water source on or adjacent to the job site; no provisions for rationing are included.
13. When a fog seal is included in our proposal, the seal is to be applied immediately after paving. Any delay caused by General Contractor / Owner could result in an added cost for sweeping and washing.
14. Unless noted otherwise, all base rock is recycled base rock that will meet Caltrans Class 2 specification
15. Per California Government Code 4216, any excavation within 24" of existing underground utilities must be done with hand tools. Our proposal does not include hand digging in these areas (other than potholing). If this condition occurs during the construction of new improvements and the utilities cannot be relocated (by others) or a design change made, we will need to either be compensated for hand digging these areas or released from all liability if we are directed to proceed with our heavy equipment. We will not proceed with the excavation if we believe it will be an unsafe operation.
16. Our prices do not include working over, under or within five (5) feet of underground/aerial devices of any description including, but not limited to, water lines, gas lines, commodity transmission lines, T.V. and telephone lines, tunnels, vaults, etc. Electrical lines require 6ft minimum clearance and/or OSHA standards.
17. Any soil export will require testing per the DTSC guidelines with reporting limits acceptable for residential use and a soil certification letter from the Owner certifying that the soils are non-toxic, non-hazardous, not contaminated, and suitable for unrestricted use prior to the start of construction. All testing costs are by others.
18. Pricing subject to review of final plans, final soils report, confirmation of the existing ground topography and site inspection prior to initial mobilization.
19. Due to the unpredictable energy costs and availability Duran & Venables reserves the right to pass on increased costs over 5% to the cost of natural gas, electricity, and/or petroleum products passed on by our suppliers and truckers. Asphalt concrete is based on a current liquid asphalt price of **$510** per ton.
20. All Rock screening shall be considered extra work and Duran & Venables, Inc. shall be compensated on a Time and material basis for such work.
21. Any Serpentine encountered, shall become the responsibility of the General Contractor/ Owner, and any delays and/or work related to the encountered rock shall be considered extra work.
22. Bid is based on each party being responsible for its own acts and for its share of liability. The contract's indemnification provision must include a "comparative fault" clause (and/or inclusion of this specific condition) by which Duran & Venables is obligated to indemnify Owner/General Contractor only to the extent caused in whole or part by the negligent acts or omissions by Duran & Venables. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence of any hazardous or toxic material present under or on the work area if in fact the material has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of



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tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this subcontract.

23. Retention to be paid 30 days after substantial completion of our work even if the work has not been accepted by the governing agency if the delay is not the fault of Duran & Venables
24. The inclusions, exclusions, and conditions in this letter shall be made an "Attachment" of any subsequent contract. In case of conflict between this document and the other contract documents, the terms of this document will prevail.
25. We will need to be enrolled in an OCIP for this project; we will need to review the policy for acceptance prior to contract execution.
26. This proposal remains in effect for thirty days from receipt.
27. Number of Addenda noted: none

**********

We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,
**Duran & Venables, Inc.**

John Vogel
Estimator



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## Frank Scalercio

**From:** John Vogel <john@dvpave.com>
**Sent:** Wednesday, November 11, 2020 9:20 AM
**To:** Frank Scalercio
**Subject:** RE: [External]RE: [External]RE: Roosevelt ES - Portable Demo Proposal

Frank,

I have 15K in my base bid for ac demo operation.

Best,

John Vogel
*Estimator | Project Manager*

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CA License 375068A | www.duran-venables.com

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**From:** Frank Scalercio <FrankS@jlcbuild.com>
**Sent:** Wednesday, November 11, 2020 9:09 AM
**To:** John Vogel <john@dvpave.com>
**Subject:** [External]RE: [External]RE: Roosevelt ES - Portable Demo Proposal

Hi John,

See attached. Can you please breakout the building demo and the AC demo from your base bid for Roosevelt ES?

**Frank Scalercio** | FrankS@jlcbuild.com

JL CONSTRUCTION
JL MODULAR

70 Stony Point Rd, Suite D | Santa Rosa, CA 95401
707-527-5788 ext. 229 | 707-542-7718 Fax

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**From:** John Vogel <john@dvpave.com>
**Sent:** Wednesday, October 28, 2020 9:28 AM
**To:** Frank Scalercio <FrankS@jlcbuild.com>
**Subject:** RE: [External]RE: Roosevelt ES - Portable Demo Proposal

Frank,

- **Salvage of door frames or door hardware**
- **Salvage of light fixtures to be reused or relocated**
- **Surface prep / Floor prep**
- **Cleaning dirt or grease from floors, walls or columns**
- **Leveling compounds**
- **Grinding concrete**
- **Epoxy or painted flooring**
- **Fire caulking on beams, joists or underside of decks and roof**
- **Fire proofing**
- **Wall coverings on walls that remain**
- **J-boxes and cover plates on walls that remain**
- **Exterior site demolition, landscape demo, concrete sidewalks, planters and walls**
- **See Standard Exclusions and Clarifications below**

**STANDARD CLARIFICATION & EXCLUSIONS: (unless specifically included above):**

*Clarifications*: All identification, layout and safe off of existing above & below ground MEPF utilities, including concrete scanning, by others prior to the start of work. Safe off to comply with Stomper Co Safe-Off Protocol (follow link for access). A CLEAN hazmat report or clearance letter must be produced by others prior to the start of demolition. GC assumes all responsibility & liability for guardrails & hole covers after initial installation, if included in this contract. Price based on work expressly shown on drawings or detailed in contractor's bid scope, subject to the inclusions / exclusions listed herein. Project recycling goals may not be attainable - soft debris to be commingled during demolition and are subject to facility bulk C&D diversion rates, unless specifically noted otherwise (see recycling information below).

*Exclusions*: Permits, utility cut-offs, safe off, layout, engineering, shoring, bracing, weather protection, pedestrian barricades, dust partitions, safety railings, wall prep, floor prep, cost impacts from project delays, bonds, glue or mastic under any finish flooring, finish cuts, any work with hazardous or contaminated materials, early payment discounts, SWPP design, installation or maintenance, petromat in asphalt, wire mesh in concrete. Removal of or cost implications from damage to unknown or buried structures / utilities / building features. X-ray / scanning forced account work if not mutually agreed upon, contractual recycling minimum requirements if deemed unachievable per the schedule below. Doweling / roughening / prepping concrete unless specifically included above.

**RECYCLING INFORMATION:**

LEED v4 has compromised the ability to provide high recycling percentages for projects involving soft demolition. Historically, non-recyclable items have been used as "Alternative Daily Cover" (ADC) in landfills and have been able to count towards a recycling goal. The new guidelines have determined that ADC no longer counts as recycling. As a result, total recycling rates have fallen sharply for soft demolition debris. **Ultimately, only recyclable materials can be recycled**, **and stated goals may or may not be achievable based on the materials that exist on the project.**

| Non-Exhaustive List of Non-Recyclable Materials | Non-Exhaustive List of Recyclable Materials* |
|---|---|
| • Non-approved carpet<br>• Non-approved ceiling Tiles<br>• Sheetrock assemblies (including studs & insulation)<br>• Some painted sheetrock<br>• VCT / vinyl flooring<br>• Laminates (doors, desks, casework)<br>• Compressed wood products<br>• Flex Duct<br>• Insulation<br>• Light weight concrete<br>• Concrete with wire mesh<br>• Asphalt with petromat<br>• Misc. tenant debris<br>• Furniture<br>• Any item with hazardous materials<br>• Roofing material<br>• Some plasters | • Metals<br>• 100% source separated sheetrock**<br>• Some carpets<br>• Some ceiling tiles<br>• Solid wood products<br>• Concrete<br>• Asphalt<br>• Some plasters<br><br>*****Pending review & approval by recycling facility. Subject to additional testing requirements / affidavits by building owner*<br>***Material would have to be source separated from wall assemblies by hand. Additional costs may apply.* |

**PRE-DEMOLITION HAZMAT TESTING REQUIREMENTS**

- In general, hazardous materials surveys are required for debris recycling purposes.
- Asbestos Surveys are required regardless of bldg age per Cal OSHA Title 8 CCR 5208 & BAAQMD Rule 11.2.303.8
- Lead Surveys are required on every job regardless of building age per Cal OSHA Title 8 CCR 1532.1
- PCB sampling will likely be a condition of a demolition permit to satisfy BASMAA compliance and EPA's TSCA 40 CFR761. The extent of removal will be by strict prescription of the project hygienist. Note residual PCB's may exist in adjacent substrates due to leaching. BASMAA does not require substrate remediation (removal), though it may be required by the EPA. Project owner to decide if substrate remediation will be required.

**STANDARD QUALIFICATIONS**:

1. Work stoppage due to layout, dewatering, noise vibration, engine fumes, dust inherent in the type of work and equipment involved, or other reason will be billed at our hourly rate plus markup over and above the contract price.
2. If trace asbestos is to be removed under this contract, it must be characterized via point count method.
3. Glue Scraping is defined as razor-scraping adhesives from the floor. This process will remove tackiness and contour, but will not remove discoloration or adhesives that have been absorbed by a porous surface, such as concrete.
4. Should a BAAQMD permit be required, the project is subject to a 10-day waiting period after filing. No exceptions.
5. Recycling certificates will be available approximately 30 days after the month in which work is complete
6. Unless for reasons specifically agreed to, a clean hazardous materials assessment is required prior to project start.
7. In the event of default in any of the terms of this contract, or in the event of any action to enforce any of the terms thereof, the prevailing party shall be entitled to reasonable attorney fees and cost of suit.
8. **RETENTION IS DUE AND PAYABLE WITHIN 30 DAYS AFTER COMPLETION OF OUR WORK.** Interest will be charged @ 1.5% per month on past due accounts.
9. If any dispute arises regarding the performance under this contract, the parties hereby agree to arbitrating this dispute pursuant to the construction industry rules of the American Arbitration Association then in effect. This provision does not affect the right of Stomper Company, Inc. to pursue legal remedies for stop notices, mechanics' liens and recovery against bonding companies.
10. **Stomper Company, Inc. reserves the salvage rights on items not scheduled to be returned to owner per bid documents. Unauthorized removal of salvageable items not in bid documents will result in a Change Order.**
11. The above scope of work and exclusions are expressly the scope of the work for any subsequent subcontract except as agreed in writing.
12. Owner/General Contractor to provide access to power, water to the work area, toilet facilities and sanitary sewer
13. Stomper Company will not accept back charges unless notified in advance and mutually agreed upon.
14. **Unless mutually agreed upon in writing, this proposal will be incorporated as an addendum to any contract**
15. Work is scheduled on a first-come, first-served basis, only after a contract has been received. Any Job rescheduling within 72 hours of scheduled start date may result in additional delays.
16. Significant delays in the start of Stomper's work could result in staffing / equipment issues, therefore creating a potential delay to completion of this contractor's scope.
17. Stomper Company is signatory to the Laborers & Operating Engineers Unions. We agree to be bound to the terms and conditions of the UCON Laborers Master Agreement & CMCA Operating Engineers Master Agreement only. Any contract language binding us to another agreement must be accompanied by said agreement for our review.
18. Any indemnity provision will be limited by the law as if the prime and subcontract were entered into after January 1, 2013. Stomper excludes indemnification of any person other than the prime contractor and those persons which the prime contract requires the subcontractor to indemnify
19. All insurance premiums have been paid for in advance; no credits will be provided for CCIP / OCIP participation
20. Should any persons require use of Stomper Company's owned or rented equipment, a signed release of liability letter fully indemnifying Stomper Company will be required. Any operator must provide certification proving ability to operate such a machine or tool. Said party must agree to maintain and fuel the equipment.
21. Stomper Co is compliant with new silica regulations. For special requests / demands above and beyond Cal OSHA regs, additional costs may apply

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

**Labor Rates –** Base rates for manpower, inclusive of 15% OH&P, are as follows, valid through **June 2021** for the proposed project only. Does not include equipment, disposal, subs, non-field time, etc. Full rate sheet available.

| | ***Per Hour*** | ***Overtime*** | ***Double-time*** |
|---|---|---|---|
| ***Laborer*** | *$102.26* | *$130.57* | *$158.88* |
| ***Laborer Foreman / Super*** | *$117.11* | *$152.01* | *$186.91* |
| ***Operating Engineer*** | *$131.68* | *$169.82* | *$207.95* |
| ***OE Foreman / Super*** | *$139.60* | *$181.25* | *$222.89* |
| ***ADDS*** | | | |
| *Lead or Silica - $8.50 / MH* | *Special Single Shift - $6 / MH* | | |
| *SF Payroll Tax - $1 / MH* | *For Public Works, Laborers Billed as OEs when on bobcats* | | |

*Authorized Signature: Michael Dugan* | ***Note: This proposal is valid for 30 days***