

## Addendum (RFP)



Addendum No.: **001**  
Date: 12/26/17

Project: **Montezuma Cortez High School Demolition**  
**Additional Services Request #9 –Existing High School Demolition**  
Project No.: 13-0017.001 ADSR #9  
District RFP No: NA

From: Dekker/Perich/Sabatini  
7601 Jefferson St. NE, Suite 100  
Albuquerque, NM 87109

To: All Prospective Bidders and Plan Holders

**This Addendum forms a part of the Procurement Documents and modifies the Procurement Documents issued by Dekker/Perich/Sabatini (D/P/S) and dated 12/14/2016. Acknowledge receipt of this Addendum on the RFP Form. Failure to do so may subject the offeror to disqualification. All other provisions of the Procurement Documents shall remain unchanged.**

**This Addendum contains a total of Nineteen (20) 8 ½"x11" pages.**

### 1. GERENAL REFERENCE INFORMATION:

- 1.1 It is the contractor's responsibility to check the district's website for any and all information related to this procurement and to acknowledge receipt of addenda on the proposal form.
- 1.2 Original construction and design drawings of the high school building and additions over time are available at the at the following FTP site. Please note that these documents are provided for reference only and are not complete in any fashion. The owner and architect do not warranty the information represented in any way. They are being made available as a curtesy only and all aspects and conditions should be verified by the proposer.

Host: <ftp:dpsdesign.org>

Username: prospectiveproposer

Password: 206 w7MCHS

Expires: 4/24/17

Usernames and passwords are case sensitive.

- 1.3 Contact information for some of the local entities that may be considered as resources for proposers is as follows. Please note that these contacts are being provided as reference information only and the District and architect make no recommendations in regard to these organizations.

Yoshi Okano, Contract Environmental Services, Inc.

(Asbestos Landfill)

925 S. Broadway, Suite 251

Cortez, CO 81321

Phone: (970) 565-1198

Fax: (970) 565-7688

Cell: (858) 401-3985

E-mail: [yoshi@contractenv.com](mailto:yoshi@contractenv.com)

Website: <http://www.contractenv.com>

Shak Powers

Landfill Manager

Montezuma County Landfill

26100 Rd F

Cortez, CO 81321

(970) 565-9858 F: (970) 565-9309 C: (970) 739-6718

7601 Jefferson NE, Suite 100 / Albuquerque, NM 87109 / 505.761.9700 / [dpsdesign.org](http://dpsdesign.org)

D & L Construction  
(Local contractor who has the crusher for concrete and  
asphalt recycling)  
(970) 565- 2087



1.4 List of items that will be removed from the Old High School by the District prior to demolition.

- Tan pro-panel off the lean-to north of the Ag shop
- Fire Alarm control panel
- Misc. Items just a few desk, tables, chairs, cabinets
- Fire department wants an 8' section of the Fire riser
- OSB plywood pulled from windows on north side
- Once the water is turned off we will pull as many Sloan flush valves as possible
- Band room items: uniforms, drums, organ, pianos, chalk board, shelf, and speakers
- Will remove the doors from the commons
- If possible we may take a four row section of bleachers the length of the gym if not they will go down in the demo

1.5 In the boiler room the items the District will disconnect and remove.

- Exhaust and Air intake piping
- Expansion tank hot water
- Pipe that we can restore and reuse
- Tekmar boiler control
- Small circulating pumps
- Emergency shut off switch
- Compressor and Air dryer
- Electrical control panel and breakers

1.6 Items the District will need help with from the Demo Contractor to remove.

- 2 Lochinvar boilers and frames
- 2 pump and motors
- Boiler expansion tank
- Air separator
- A few transformers in the building

1.7 It was mentioned at the pre-proposal that there would be an additive alternate for the demolition contractor to propose on potential disposal of contaminated concrete under the mercury floor. In the auxiliary gym. No additive alternate cost is required. This issue will be negotiated if need as a change order if needed.

2. **REQUIREMENTS:**

2.1. RFP DEADLINE AND LOCATION REMAIN UNCHANGED

2.2. Refer attached Sign-In sheet for the list of General Contractors in attendance at the Mandatory Pre Proposal meeting held on 12/20/17 at the old Montezuma Cortez high School.

2.3. Refer attached Agenda Pre-Proposal meeting.

2.4. RFP DOCUMENT CHANGES AND OR CLARIFICATIONS:

2.4.1 **Delete** from page 9, Section II. B, item 5. Proposal to be sent also via email (except fee proposal by hard copy). No Email copy of the proposal is required.

2.4.2 **Delete** from page 9, Section II.B, item 5.a. ii. Sub-Contractor's Qualifications, including Attachments. No sub qualifications are required.

2.4.3 **Delete** from page 12, Section IV.C. Electronic Copies: Email or site sharing, with a maximum 10MB file size for attachments to emails. No Email copy of the proposal is required.

2.4.4 **Replace** from page 16 Section B, item 4. NM resident/veteran contractor preference law with Colorado resident preference law. Reference page 7 of the RFQP for definition of resident preference.

2.4.5 **Delete** from page 17 section B, The criterion below aligns with the 1.4.8 NMAC Rules that govern the process.

### 3. SPECIFICATIONS:

#### 3.1. 01 5639 TEMPORARY TREE PROTECTION AND PLANT PROTECTION

3.1.1. **Add** Specification to project documents (attached)

#### 3.2. 00 4317 PROPOSAL FORM

3.2.1. **Replace** proposal form with attached form. Change to the form are; to include line item unit pricing for removing any lighting ballast, fluids and exit lighting that during demolition is found to contain regulated materials. Unit pricing should be for removal and disposal per individual ballast, each gallon of fluid and each individual exit light. (attached)

#### 3.3. 00 4513 PREQUALIFICATION

3.3.1. **Replace** language in GENERAL item 3. ...Construction industries licensing Act, Chapter 60 article 13 NMSA 1978... with "State of Colorado licensing requirements".

3.3.2. **Replace** language in GENERAL item 3. ...State of New Mexico with "State of Colorado"

3.3.3. **Replace** language in Debarred or Suspended Contractors ...of sections 13-1-177 through 13-1-180 and 13-4-17 through 13-4-17, NMSA 1978... with "the State of Colorado"

#### 3.4. 00 5101 NOTICE OF INTENT TO AWARD

3.4.1. **Replace** language in third paragraph ...CID...with "State of Colorado licensing requirements".

#### 3.5. 00 5101 NOTICE OF AWARD

3.5.1. **Replace** language in paragraph 2 ...CID...with "State of Colorado licensing requirements".

#### 3.6. 00 5213 AGREEMENT BETWEEN OWNER AND CONTRACTOR

3.6.1. **Revise** dates on page 7 items 7.24.1 and 7.24.2...to read 12/14/15.

#### 3.7. 00 32 9219 NATIVE SEEDING

3.7.1. **Revise** Page 3 item 1.10, C to read "Warranty: Contractor shall warranty landscape seeding for a period of six months after date of substantial completion against defects including death and unsatisfactory growth as determined by the Architect."

3.7.2. **Revise** Page 7 item 3.10, C to read "All seeding areas shall be alive and growing properly, with all related work functioning properly, at the end of the warranty period. Contractor shall guarantee all seeding areas for a period of six months beginning on the issue date of substantial completion, except as follows: Contractor shall not be held responsible for the replacement of any seeding area losses due to causes beyond their control, including vandalism, animals, inappropriate planting times as directed by others, lack of dedicated irrigation, and/or other destruction caused by others during the maintenance / warranty period. Owner shall incur all such replacement costs.

3.7.3. **Note:** After the 90 maintenance period the owner will take charge of watering the seed as needed.

### 4. DRAWINGS:

#### 4.1. AD100 – DEMOLITION SITE PLAN

- 4.1.1. **Revise** reference notes per SKA-001 (attached)  
4.2. AE100 – RE-GRADING SITE PLAN  
4.2.1. **Revise** reference notes per SKA-002 (attached)



## 5. RESPONSES TO QUESTIONS

1. **Question:** Is there a percent given for Colorado resident contractor?  
**Response:** No
2. **Question:** Is there an engineer's estimate for the amount of import material?  
**Response:** No
3. **Question:** If the block walls with the filler on them are left for the demo contractor will the debris need to have any extra engineering controls?  
**Response:** under a separate abatement contract the abatement contractor will be responsible for removal of any block filler characterized to be regulated and or determined to be removed. This work is not included in the demolition contractor's scope.
4. **Question:** Has any of the block walls been tested for Vermiculite?  
**Response:** Not to the District's knowledge.
5. **Question:** If project has to be completed by June, what if the abatement runs over, will the performance period be extended?  
**Response:** The performance period could be extended if the delays are not due to the fault of the contractor.
6. **Question:** Will there be line items for all the special waste i.e.: bulbs, ballast, mercury switches, exit signs, paint?  
**Response:** Reference item 3.2.1 above and 00 4317 PROPOSAL FORM
7. **Question:** Is there an engineer's estimate for demolition price?  
**Response:** An estimate will not be released by the District.
8. **Question:** The manual requires proposal security (bid bond) but does not state a specific rate. Typical is 10% of the proposal value as a bid bond. Is that the desired amount of the Owner?  
**Response:** Yes.
9. **Question:** On page 16, Item #4 refers to "NM resident" and "veteran contractor". Is the NM resident a typographical error? What is the value assigned to a Veteran Owned contractor?  
**Response:** See item 2.4 above. Preference will be determined by State of Colorado Resident Preference Law.
10. **Question:** Will you make the pre-bid attendee list available to all attendees?  
**Response:** Attached.
11. **Question:** Can you clarify hazardous material responsibility? Section 0072-37, paragraph 10.3 refers to stopping work if encountered. The pre-bid discussion mentioned that certain hazardous materials are to be in the scope of the Demolition Contractor  
**Response:** See addenda item 3.2 and response to question 3 above.
12. **Question:** Can you quantify the hazardous materials that are to be in the scope?  
**Response:** See addenda item 3.2 and response to question 3 above.
13. **Question:** What asbestos materials will be left in the structure after asbestos clearances?  
i.e.: What is the scope of abatement?  
**Response:** See addenda item 3.2 and response to question 3 above.
14. **Question:** Has the School District had discussion with the State inspector that the demolition permit will be approved by the CDPHE if ACM block-filler is left in place? This has been a contentious issue the last year with CDPHE, and at least one school demolition was delayed by the rejection of the permit application.  
**Response:** See addenda item 3.2 and response to question 3 above.
15. **Question:** Has the School District or other local governmental agencies identified an immediate end-use for recycled paving material (concrete and asphalt) whereby on-site crushing and leaving prepared material would be a value to the Owner and community?  
**Response:** The school district has no use for recycled paving material. Other entities needs are unknown.

16. **Question:** Will “value engineering” proposals such as generating useable crushed material be considered in the evaluation?

**Response:** Yes if material use is coordinated and managed by the demolition contractor and binding agreements for use is included.

17. **Question:** Will the contractor be allowed to use water from the closest fire hydrant? If not, can the Owner assure that there will be water available from nearby municipal sources?

**Response:** The contractor is responsible for and coordination of access to water and costs of use.

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

**End of Addendum**

# PROPOSAL FORM

OFFEROR'S Name and Address:

Telephone:

Fax:

Federal Tax ID #:

Colorado Tax ID #:

GC License #

RFP NO:

PROJECT NAME: Montezuma-Cortez High  
School Demolition

PROJECT NO.: 13-0017.001

LOCATION: Cortez, CO 81321

This Proposal is submitted to Owner:

**Montezuma Cortez School District RE1**  
**Attn: Jamie Haukeness**  
**400 N. Elm St.**  
**Cortez, CO 81321**

1. The undersigned Offeror proposes and agrees, if this proposal is accepted, to enter into an agreement with the Owner in the form included in the RFP Documents to perform and furnish all Work as specified or indicated in the RFP Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the other terms and conditions of the Contract Documents.
2. The Offeror accepts all of the terms and conditions of the Request for Proposals and Instructions to Offerors, including without limitation those dealing with the disposition of proposal security and other Proposal Documents. This Proposal will remain subject to acceptance for forty-five (45) days after the day of Proposal opening. The Offeror shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Proposal Requirements within fifteen (15) days after the date of the Owner's Notice of Award.
3. In submitting this Proposal, the Offeror represents, as more fully set forth in the Agreement, that:
  - A. the Offeror has examined copies of all the Proposal Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

|           |              |             |
|-----------|--------------|-------------|
| No. _____ | Title: _____ | Date: _____ |
| No. _____ | Title: _____ | Date: _____ |
| No. _____ | Title: _____ | Date: _____ |
| No. _____ | Title: _____ | Date: _____ |

Montezuma-Cortez High School  
Existing High School Demolition – 206 West 7<sup>th</sup> St. | Cortez, Colorado

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

- B. the Offeror has familiarized himself with the nature and extent of the Proposal Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;
  - C. the Offeror has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Offerors and accepts the determination set forth in the Information Available to Offerors of the extent of the technical data contained in such reports and drawings upon which the Offeror is entitled to rely;
  - D. the Offeror has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Proposal Documents;
  - E. the Offeror has given the Design Professional written notice of all conflicts, errors, and discrepancies that he has discovered in the Proposal Documents, and the written resolution thereof by the Design Professional is acceptable to the Offeror;
  - F. this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; the Offeror has not solicited or induced any person, firm, or corporation to refrain from Proposing; and the Offeror has not sought by collusion to obtain for himself any advantage over any other Offeror or over the Owner;
  - G. the Offeror acknowledges that he has attended any mandatory pre-Proposal conference scheduled by the Owner or the Design Professional pertaining to this project;
  - H. the Offeror agrees to show clearly on the envelope in which the Proposal is submitted the Project Name and Number, and RFP Number; and,
  - I. the Offeror will complete the Work for the following price(s) (**do not include any gross receipts tax in the price(s)**).
4. Proposals shall be presented in the form of a total Base Proposal under a Lump Sum Contract plus additive alternates that are selected by the Owner. A proposal must be submitted on all bid items and alternates; segregated bids will not be selected by the Owner.



**PRICE PROPOSAL** (please use typewriter or print legibly in ink)

**Base Proposal:** Complete all work in the Construction Documents for this project.

( \$ \_\_\_\_\_ )

**UNIT PRICING** (please use typewriter or print legibly in ink)

**Lighting Ballast Containing Regulated Materials:** Removal and disposal per individual unit cost.

( \$ \_\_\_\_\_ )

**Gallon of Regulated fluid:** Removal and disposal per individual unit cost.

( \$ \_\_\_\_\_ )

**Exit Light Containing Regulated Materials:** Removal and disposal per individual unit cost.

( \$ \_\_\_\_\_ )

**5. The Offeror agrees that:**

- A.** The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than **60 days** after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.
- B.** Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of **one thousand dollars (\$1,000.00)** per consecutive day, not as a penalty, but as liquidated damages for such breach of the Contract.
- C.** The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (**not including gross receipts tax**), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
- D.** It is understood that the Owner reserves the right to reject any or all Proposals and to waive any technical irregularities in the proposals.

**6. The following documents are attached to and made a condition of this Proposal:**

- A.** Proposal Security with Agent's Affidavit;
- B.** Subcontractors Listing; and,
- C.** Other (list):

**7. The terms used in this Proposal and the Proposal and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Proposal Documents, have the meanings assigned to them in those Conditions.**

**8. The Offeror is a(n):**

**A. INDIVIDUAL;**

By: \_\_\_\_\_  
(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_



Montezuma-Cortez High School  
Existing High School Demolition – 206 West 7<sup>th</sup> St. | Cortez, Colorado

\_\_\_\_\_  
\_\_\_\_\_  
Telephone: (     ) \_\_\_\_\_

FAX: (     ) \_\_\_\_\_

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**B. PARTNERSHIP:**

By: \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(General Partner's Signature)

Business address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: (     ) \_\_\_\_\_

FAX: (     ) \_\_\_\_\_

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**C. CORPORATION:**

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Name of Person Authorized to Sign)

\_\_\_\_\_  
(Signature of Authorized Person)

If a Colorado Corporation: \_\_\_\_\_  
CO Certificate of Incorporation Number

If a Foreign Corporation: \_\_\_\_\_  
CO Certificate of Authority Number

Attest (Secretary): \_\_\_\_\_

Business address: \_\_\_\_\_

Montezuma-Cortez High School  
Existing High School Demolition – 206 West 7<sup>th</sup> St. | Cortez, Colorado

Telephone: (     ) \_\_\_\_\_

FAX: (     ) \_\_\_\_\_

CORPORATE SEAL HERE

or,

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**D. JOINT VENTURE:**

By: \_\_\_\_\_

(Name)

Address: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

FAX: (     ) \_\_\_\_\_

---

By: \_\_\_\_\_

(Name)

Address: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

FAX: (     ) \_\_\_\_\_

---

By: \_\_\_\_\_

(Name)

Address: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

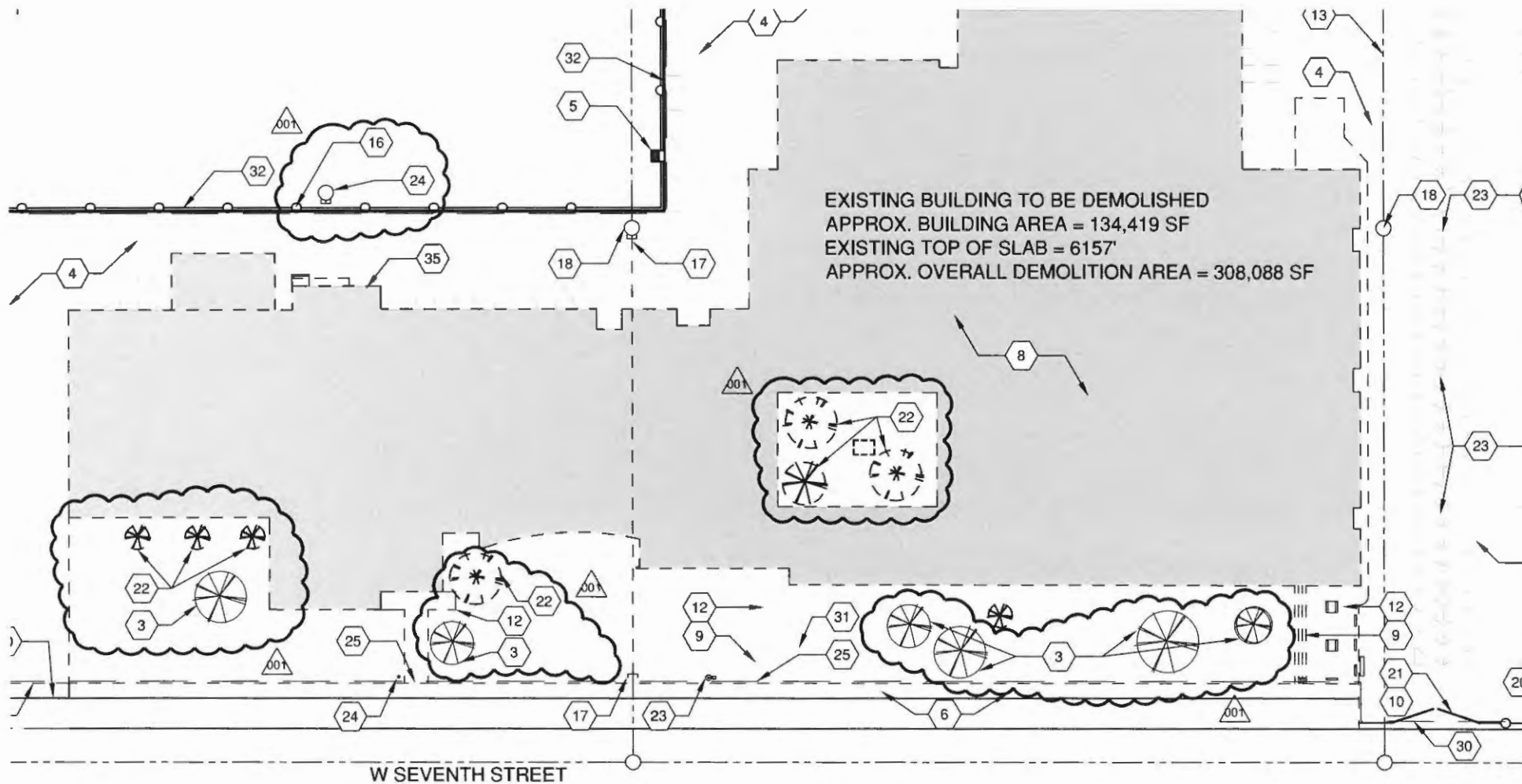
FAX: (     ) \_\_\_\_\_

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Montezuma-Cortez High School  
Existing High School Demolition – 206 West 7<sup>th</sup> St. | Cortez, Colorado

**OFFEROR MUST FILL IN THE FOLLOWING** (if none, write none)

CO License Number: \_\_\_\_\_ License Classification: \_\_\_\_\_



MONTEZUMA-CORTEZ HIGH SCHOOL  
 ADDNL SERVICES REQUEST #09

DEMOLITION  
 SITE PLAN

DEKKER  
 PERICH  
 SABATINI

ARCHITECTURE / DESIGN / INSPIRATION

7601 JEFFERSON HS, SUITE 100  
 ALBUQUERQUE, NM 87109

505.741.9100  
 DPSDESIGN.ORG

DRAWN BY: AM

REVIEWED BY: BG

DATE ISSUED: 01/26/2017

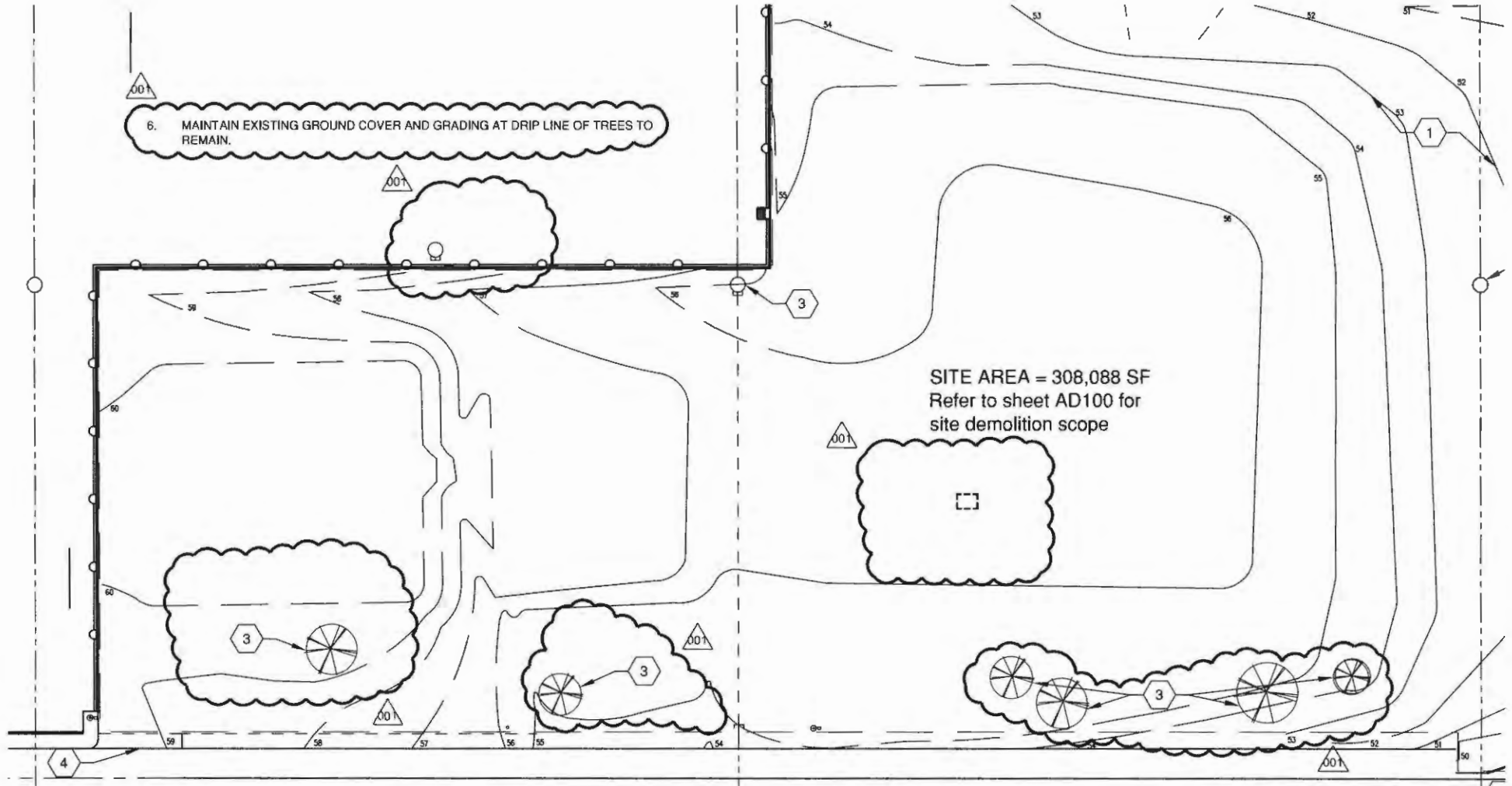
PROJECT NO: 13-0017.001

SCALE: AS SHOWN

SKA-001

REF: AD100

ADSR 09



MONTEZUMA-CORTEZ HIGH SCHOOL  
ADDNL SERVICES REQUEST #09

RE-GRADING SITE PLAN  
FOR REF. ONLY

DEKKER  
PERICH  
SABATINI

ARCHITECTURE / DESIGN / INSPIRATION

7601 JEFFERSON NE, SUITE 100  
ALBUQUERQUE, NM 87109

505.741.9700  
OPS@DESIGN.ORG

DRAWN BY: AM

SCALE: AS SHOWN

REVIEWED BY: BG

DATE ISSUED: 01/26/2017

PROJECT NO: 13-0017.001

REF: AE100

SKA-002

ADSR 09

# Attendance Record

Project No.: 13-0017.001 ADSR 009  
 Project: MCSD Existing High School Demolition  
 Owner: Montezuma-Cortez School District

Meeting Purpose: Contractor pre-proposal  
 Meeting Date and Time: January 20, 2017 2:00pm

|        | Name                    | Representing                      | Telephone               | Cell                              | Fax |               |
|--------|-------------------------|-----------------------------------|-------------------------|-----------------------------------|-----|---------------|
| GC     | LAURA CARLETON          | CARLETON COMPANIES INC            | 218-209-1995            | LEATON CARLETON@gmail.com         |     |               |
| GC     | Ben Carleton            | Carleton Companies Inc            | 507-3409523             | BENJAMIN H CARLETON@gmail.com     |     |               |
|        | Dan Kelley              | Envirotech                        | 505-609-4730            | dkelley@Envirotech-inc.com        |     |               |
|        | <del>Ben Carleton</del> | <del>Carleton Companies Inc</del> | <del>505-320-2888</del> |                                   |     |               |
|        | Frank Sackrider         | Upland Co. Inc                    | 970-261-2272            | Frank.Uplandcoinc@outlook.com     |     | General Cont. |
|        | Nate Rindels            | Upland Co. Inc                    | 970-434-0510            | Nathan@uplandcoinc.com            |     | General Cont. |
|        | ED Ridings              | Spriggs excavation                | 970-570-9358            | ridingsed@gmail.com               |     |               |
| Sub-GC | Jason Noonan            | S+S Construction                  | 970-749-1965            | noonies@j.com                     |     |               |
| GC     | JD Pritchard            | PCI Bridge                        | 480-313-3562            | pcibridgellc@outlook.com          |     |               |
| GC     | JD Pritchard            | Adams Contractors                 | 480-313-3562            | JD@adamscontractors.com           |     |               |
|        | Jim Middleton           | BCS Enterprises                   | 602-549-2882            | jrmiddleton@bcscorp.com           |     |               |
|        | Dave Neumys             | ESA                               | 608-439-5701            | dave@esositeco.com                |     |               |
| Sub    | Brooke Herb             | LT Environmental                  | 970-385-1074            | bherb@ltenv.com                   |     |               |
|        | Jim Ruzsca              | EASWI                             | 719-491-9514            | jruzsca@easwi.com                 |     |               |
|        | Ryan Waters             | D&H con.                          | 970-525-2087            | Dave.W@Frontier.net               |     |               |
| GC     | MILES STURDEANT         | CROSSFIRE LLC                     | 970-403-6404            | MILES.STURDEANT@CROSSFIRE-llc.com |     |               |
| Sub    | Zack Tripp              | Horizon Environmental Services    | 970-259-4346            | Zack@horizonenvservices.com       |     |               |
| Sub    | Ken Mumbower            | 4 States Construction             | 970-759-3658            | Ken@Four-states.net               |     |               |
|        | Vergil Gray             | Weenmango Construction            | 970-749-9227            | VGRAY@WCAContracting.com          |     |               |
|        | Kyle Blackmer           | WCA                               | 970-564-4531            | Kblackmer@WCAContracting.com      |     |               |
|        | Michael Mayer           | Iron Mountain Demolition          | 719-323-0961            | mayer@ironmountaindcs.com         |     |               |
|        | LANCE KIM               | LANCE & Co. Inc                   | 970-564-8055            | lanceanco@msn.com                 |     | GEN.          |
|        | JIM CANDELARIA          | CANDELARIA CONSTRUCTION           | 970-749-3841            | candelaria10@qwestoffice.net      |     |               |
|        | DANIEL HOEL             | DANIEL'S Concrete                 | 970-744-3700            | DanielsConcrete@jshel.com         |     | Sub           |



Project No.: 13-0017.001 ADSR 009  
Project: **MCS D Existing High School Demolition**  
Owner: Montezuma-Cortez School District

Meeting Purpose: Contractor pre-proposal  
Meeting Date and Time: January 20, 2017 2:00pm

Chad@darecontracting.com  
 belt, Salvage@yahoo.com  
 demoguy@grantmackayco.com  
 Dave@DANDL CONSTRUCTION CORP. CO.  
 Dave@DandL Construction Corp.  
 SCOTT@STRYKER CO..net  
 eding (@) B-MIL, COM  
 CONSTRUCTION.NET  
 Gap.COM  
 WRSRENTS.COM  
 EMail Mathews1011@gmail  
 CHRIS.L.CROWLEY.COM  
 SMAIL.COM

[illegible]



**SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary General Conditions and the General Requirements apply to work of this section.
- B. Scope: Temporarily protection of all plant material including all labor, equipment, materials and activities necessary to complete the work in accordance with the plans and specifications.

**1.2 QUALITY ASSURANCE**

- A. All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the contractor's demolition and grading operations and equipment. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, excavating, dumping, chemical damage, or other operations; and the contractor shall adequately protect such trees by the use of protective barriers or other methods as directed by the Owner's Representative. The removal of trees or shrubs shall only be permitted after written approval by the Owner.
- B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified tree care specialist to Project site during execution of the Work.

**1.3 COORDINATION**

- A. Contractor shall coordinate and cooperate with the MCHS school District and other contractors and related work.

**1.4 STANDARDS, CODES AND SAFETY RULES**

- A. All work and materials shall be installed to meet or exceed the latest industry and manufacturer's standards of workmanship and quality, including drawings, specifications, and all applicable local and state codes. All work shall be in full accordance with the latest safety rules and regulations.

**1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.
- B. Bulk Materials:
  - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or trees.

Montezuma-Cortez High School  
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2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  3. Accompany each delivery with appropriate certificates.
- C. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees in such a manner as to destroy their natural shape.

1.6 JOB CONDITIONS

- A. The following practices are prohibited within protection zones:
1. Storage of construction materials, debris, or excavated material.
  2. Parking vehicles or equipment.
  3. Foot traffic.
  4. Erection of sheds or structures.
  5. Impoundment of water.
  6. Excavation or other digging unless otherwise indicated.
  7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements. Previously used materials may be used when approved by Architect.
1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft. remaining flexible from minus 60 to plus 200 deg F inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet apart.
    - a. Height: 6 feet
    - b. Color: High-visibility orange, nonfading.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

### 3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Tie a 1-inch blue-vinyl tape around each tree trunk at 54 inches above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

### 3.3 TREE AND PLANT PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
  - 1. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
- B. Maintain protection zones free of weeds and trash.
- C. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
- D. The contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitations, bruising, scarring, tearing, and breaking of roots, trunk or branches. All injured trees and shrubs shall be repaired or treated without delay, at the contractor's expense. If damage occurs, the Owner shall determine the method of repair or treatment to be used for the injured trees or shrubs as recommended by an experienced horticulturist or a licensed tree surgeon provided by and at the contractor's expense. All repairs or treatment of injured trees shall be performed under the direction of an experienced horticulturist or a licensed tree surgeon provided by and at the expense of the contractor.
- E. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
  - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
  - 2. Temporary access is permitted subject to preapproval in writing if a root buffer effective against soil compaction is constructed. Maintain root buffer so long as access is permitted.

### 3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements
- B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.

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- C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.
- D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

### 3.5 ROOT PRUNING

- A. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:
  - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
  - 2. Cut Ends: Follow tree care specialist recommendations.
  - 3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
  - 4. Cover exposed roots with burlap and water regularly.
  - 5. Backfill as soon as possible according to requirements in Division 31 Section "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune roots as directed by the tree care specialist.
- C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

### 3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent disturbance. Prune branches as follows:
  - 1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system, or relocation. Provide subsequent maintenance during Contract period as recommended by tree care professional.
  - 2. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
  - 3. Cut branches with sharp pruning instruments; do not break or chop.
  - 4. Do not apply pruning paint to wounds.

### 3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by tree care specialist unless otherwise indicated.
  - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

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- C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- D. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.8 PROTECTION AND CLEANING

- A. During protection, keep adjacent paving and construction clean and work area in an orderly condition.
- B. Protect trees from damage due to operations of other contractors and trades. Maintain protection throughout demolition. Treat, repair, or replace damaged plantings.
- C. After Substantial Completion, remove tags, markings, tie tape, labels, wire, burlap, and other debris from planting areas, and Project site.

3.9 SUBSTANTIAL COMPLETION

- A. When Contractor is satisfied that all protected planting and related work is completed and in conformance to the standards listed, they shall request an review for substantial completion from Architect or the Owner's Representative.
- B. Any work deemed not acceptable shall be reworked to the satisfaction of Architect or the Owner's Representative, at no additional cost to Owner.

3.10 MAINTENANCE

- A. Begin maintenance of tree protection zones immediately after protection measure is in place.
- B. Maintenance Activities: Maintenance shall include measures necessary to maintain protected plants in vigorous and healthy growing condition:

3.11 WARRANTY PERIOD AND REPLACEMENT

- A. All protected plants shall be alive and growing properly, with all related work functioning properly, at the end of the warranty period. Contractor shall guarantee all protected plants for a period of (90) ninety days beginning on the issue date of substantial completion, except as follows:
  - 1. Contractor shall not be held responsible for the replacement of any plants due to causes beyond their control, including Owner's negligence in following the contractor's recommended maintenance procedure, vandalism, animals, lack of dedicated irrigation, and/or other destruction caused by others during the maintenance warranty period. Owner shall incur all such replacement costs.
- B. Contractor shall regularly inspect all protected plant areas, as approved or directed by Architect or the Owner's Representative.
- C. If at any time during the warranty period Contractor should encounter site conditions unfavorable to the health of the protected plant areas, they shall notify Architect.

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- D. Contractor shall repair any settlement of protection zones by re-grading and resetting plant material so that each plant sits at the appropriate relation to finish grade. Repairs shall be as directed by Owner and Architect or the Owner's Representative.

3.12 FINAL REVIEW/FINAL ACCEPTANCE

- A. Contractor shall request this review from Architect or the Owner's Representative.
- B. When observed work does not comply with requirements, Contractor shall make corrections/improvements/replacements to rejected areas and continue specified maintenance until re-observed by Architect or the Owner's Representative and found to be acceptable.
- C. Architect shall give a written copy of required corrections to Contractor. Any work deemed not acceptable shall be reworked to the satisfaction of Architect or the Owner's Representative.

**END OF SECTION 015639**