



CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS
FOR

**SUNSET CENTER AND HARRISON MEMORIAL LIBRARY
PAINTING PROJECTS
Project Code 23-24-002**

Optional Pre-Bid Conference:
2 PM, Thursday, November 9, 2023

Bidder Questions Due by:
5 PM, Friday, November 17, 2023


Responses to Bidder Questions to be Posted on City Website by:
Tuesday, November 28, 2023

Bid Submittal Due Date and Time:
2 PM, Tuesday, December 5, 2023

Bids to be Publicly Opened Immediately after Bid Submittal Due Date and Time:
Carmel City Hall Council Chambers on the Eastside of Monte Verde Street between Ocean and 7th
Avenues, Carmel-by-the-Sea

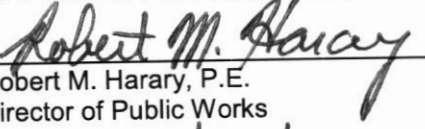
Prepared by
City of Carmel-by-the-Sea
Department of Public Works
Junipero Avenue between Fourth and Fifth Avenue
Carmel-by-the-Sea, CA 93921
Website: <http://ci.carmel.ca.us>

TECHNICAL SPECIFICATIONS PREPARED BY:


Diane L. Miller, Project Manager
Ausonio, Inc.

DATE: 10/23/2023

APPROVED FOR CONSTRUCTION:


Robert M. Harary, P.E.
Director of Public Works

DATE: 10/23/2023

**SUNSET CENTER AND HARRISON MEMORIAL LIBRARY
PAINTING PROJECTS
Project Code 23-24-002**

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**CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS**

PART I: NOTICE TO CONTRACTORS

The City is requesting bids from firms interested in providing **facility renovations at various buildings**.
This work includes but is not limited to:

1. Sunset Center
 - a. Exterior painting: North wing of building only, as shown in drawings; All paint colors to match existing. Hazmat (Asbestos abatement/mitigation and Lead Paint mitigation/encapsulation).
2. Harrison Memorial Library
 - a. Exterior painting: All paint colors to match existing; Hazmat Lead Paint mitigation/encapsulation.
 - b. Additive Bid Item: Interior painting. Includes moving and storage on site of furniture and art work. All paint colors to match existing; Hazmat Lead Paint mitigation/encapsulation.

See Part V: Specifications, Divisions 02, 09, and 20 included herein, and attached Project No.2022-065 drawings titled SUNSET CENTER BUILDING EXTERIOR PAINTING PACKAGE and HARRISON MEMORIAL LIBRARY BUILDING INTERIOR AND EXTERIOR PAINTING PACKAGE, dated 4/24/23 by Ten Over Studio, Inc. This project will be managed by Ausonio, Inc. Construction Management under contract with the City. City buildings are historic and will be occupied during the project. Contractor parking and laydown areas will be available off-street at Sunset Center, and on-street at Harrison Memorial Library. Where on-street parking and laydown are required, parking passes will be provided by the City at no cost to the Contractor. See Exhibit A, Special Provisions.

BASIS OF AWARD

The City reserves the right to award **TWO SEPARATE CONTRACTS** for these projects. Award of Contract(s), if any be made, shall be made to the Contractor(s) with the lowest responsive, responsible bid(s) for each of the two projects listed in the Bid Schedules, based on the Total Base Bid (Items 1 through 3).

If one Contractor is the lowest responsive, responsible bidder on both projects, a single contract will be awarded for both projects.

Submit bids in a sealed envelope to City Hall, attention City Clerk.

Mail or deliver sealed bids to the following address by 2:00 pm, Tuesday, December 5, 2023.

US Mail	City of Carmel-by-the-Sea City Clerk P.O. Box CC Carmel-by-the-Sea, CA 93921
FedEx / UPS / Hand Delivery	City of Carmel-by-the-Sea City Clerk Eastside of Monte Verde Between Ocean and Seventh Avenues Carmel-by-the-Sea, CA 93921

Immediately after the deadline, bids will be publicly opened and read in the City Council Chambers. At the time of the bid opening, the successful Bidder must be legally entitled to perform Contracts requiring a California **C-33 Painting and Decorating** Contractor's License. Any Bidder or Contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Lead Paint Abatement contractors are to have CDPH Lead Abatement Certification. Asbestos Abatement Contractor is to have C-22 license.

SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary Contract documents and forms, are available on-line from the City's website located at <http://ci.carmel.ca.us>. **Submit the original bid proposal unbound with wet signatures (see Appendix A for required Bid Forms for Submittal) in a sealed envelope clearly marked on the exterior SUNSET CENTER AND HML PAINTING PROJECTS (Project Code 23-24-002)** When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date and bid opening time.

OPTIONAL PRE-BID SITE TOUR

An Optional Site Tour is scheduled for **2:00 pm on Thursday, November 9, 2023 starting at Sunset Center on San Carlos Street, followed by meeting at Harrison Memorial Library at the corner of Ocean Avenue and Lincoln Street, Carmel-by-the-Sea.** This conference will allow bidders to receive an overview of the Contract. **All contractors are required to visit the site prior to the bid and must submit the Site Visit Certification form found in Appendix A: Bid Forms for Submittal, Page 23, with their bid.**

INQUIRIES

Only the following individual may be contacted during the bidding period and this individual may only be contacted via email:

All Questions shall be submitted to:	Diane L Miller Project Manager Email: diane@ausonio.com
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To provide adequate response time prior to the bid opening, all questions regarding this Invitation for Bids must be submitted in writing to the appropriate person shown above by the time stated on the cover sheet. If the issue materially affects the Bid, the information will be incorporated into an addendum and posted on the City's website at <http://ci.carmel.ca.us> by the date and time listed on the cover sheet.

No letters or correspondence will be sent notifying prospective Bidders of any modifications or clarifications to the Invitation for Bids. It is the Bidder's responsibility to review all Addenda posted to the City website and to acknowledge Addenda by dating and initialing Bid Forms for Submittal in Appendix A.

PREVAILING WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts and all public works Contracts for alteration, demolition, repair or maintenance work exceeding one thousand dollars (\$1,000). Local wage rates may be obtained from the Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Contractor awarded a public works Contract that uses a craft or classification not in the general prevailing wage determinations is required to pay the wage rate most closely related in the general determinations, effective at the time of the bid opening.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. See Part III of these Specifications for additional requirements.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Carmel-by-the-Sea shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works Contract subject to the requirements of Chapter 1 of the Labor Code, within five (5) days of the award, but in no event later than the first day in which a Contractor has workers employed upon the public work. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext>) and shall include the name and registration number issued by the DIR pursuant to Section 1725.5 of the Contractor, the name and registration number issued by the DIR pursuant to Section 1725.5 of any subcontractor listed on the successful bid, the bid and Contract award dates, the Contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

Additional Information

In 2014, SB 854 (Chapter 28, Statutes of 2014) created a new system for oversight of prevailing wage compliance by the California DIR. It required Contractors and subcontractors to register with the DIR in order to bid or Contract for public works projects and to submit payroll records directly to the DIR through a new online portal. SB 854 also required cities and other local agencies to notify the DIR online within thirty days after award of a public works Contract.

SB 96 (Chapter 28, Statutes of 2017) was signed into law on June 27, 2017, as a budget trailer bill and became effective immediately. SB 96 refines and expands SB 854's requirements and adds significant penalties for local agencies that fail to comply with prevailing wage requirements. Because prevailing wage requirements apply to all public works Contracts over \$1,000, these new requirements will apply to the vast majority of municipal public works projects.

The Public Contract Code requires Bidders to submit a list of every subcontractor that will perform work in excess of one half of one percent of the Contract price. SB 96 requires that the subcontractor list form now include the DIR registration number for each listed subcontractor. An inadvertent error in listing a subcontractor's DIR number will not be grounds for a bid protest or for rejecting the bid as nonresponsive if the Contractor provides the correct number within 24 hours following the bid opening.

BID BOND

Cash, a certified check or cashier's check, payable to the order of the City of Carmel-by-the-Sea, or a satisfactory Bid Bond, in original form (no fax or photocopy shall be accepted), executed by the Bidder and an acceptable surety in an amount equal to 10% of the bid amount shall be submitted with each bid.

BID VALIDITY

No Bidder may withdraw their bid for a period of ninety (90) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of Bidders request to withdraw bid shall be at the sole discretion of the City.

RESPONSIBLE BIDDER

Responsible Bidder as it pertains to this Contract shall be as follows:

1. **Standards of Responsibility:** The City may reject bids on the basis of non-responsibility. A responsible Bidder is one that has the capacity in all respects to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance of the Contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a Bidder has:
 - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
 - i. Adequate workforce to meet multiple critical work schedules at once;
 - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
 - b. A satisfactory record of performance, including but not limited to any prior work performed by Bidder for the City or other agency;
 - c. Evidence of Bidder's ability to provide the required bonding and insurance capacity. Apparent low Bidder with cash or cashier's check as Bid Bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as Performance Bond within fourteen (14) calendar days of the bid opening;
 - d. A satisfactory record of integrity, diligence, and professionalism in the specific Contract work;
 - e. The legal qualifications to Contract with the City; and
 - f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
2. **Information Pertaining to Responsibility.** The prospective Contractor shall supply any information requested by the City concerning the responsibility of such Contractor, including the qualifications and performance records of Contractor's employees and proposed subcontractors. If the prospective Contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective Contractor non-responsible on the basis of its failure to provide the requested information to the City.
3. **The City's Duty Concerning Responsibility.** Before awarding a Contract, the City must be satisfied that the prospective Contractor is responsible. The City may use the information provided by prospective Contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective Contractor and prospective Contractor's

employees.

4. **Written Determination of Non-responsibility Requirements.** If a Bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible Bidder or offeror. The Bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

BID REJECTION

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the Bidders, the City may reject any or all bids.

UNBALANCED BID

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

BIDDER PROTEST

All bid protests shall follow the procedures set forth below:

- 1) Grounds for Protest. Authority to protest shall be limited to Bidders. A written protest may be filed based on the following grounds:
 - a) Failure of the City to apply correctly the standards of review, evaluation, or scoring of a bid or proposal as specified in the solicitation documents.
 - b) Such other grounds as would create a cause of action at law or in equity.
- 2) Bidder protests must be submitted in writing within five (5) business days after the bid opening. Such protests may be filed immediately after the bid opening. Protests will be accepted in person or via mail, either delivery shall be to City of Carmel-by-the-Sea, Office of the City Clerk, P.O. Box CC, Carmel-by-the-Sea, CA 93921. Once the bid protest package has been received, follow-up communications in reference to the bid protest may be made to the City Clerk's Office by telephone, fax, or email.
- 3) The written formal protest must contain the following:
 - a) Identification of the specific Contract provision, City Purchasing Code and/or other statutory or regulatory provision(s) that the City is alleged to have violated;
 - b) Description of each act alleged to have violated the statutory or regulatory provision(s) identified above;
 - c) A precise statement of the relevant facts that includes dates, timelines, involved parties, and all supporting documents. Supporting documentation not submitted within the five (5) business days described in this subsection (b) will not be reviewed;
 - d) An identification of the issue(s) that need to be resolved that support the protest;

- e) A statement of the form of relief requested.
- 4) If a timely protest is filed, City Clerk's Office shall notify the involved department(s).
- 5) The applicable City department(s) will conduct an investigation, gather information, prepare documentation of its findings and make every effort to resolve the protest to the mutual satisfaction of all stakeholders. Whether or not the protest cannot be mutually resolved, the department(s) or City Clerk's Office will notify the protest Bidder(s), in writing. The notice to the protester shall state the basis of Bidder's protest(s), the results of the investigation, findings, recommendation(s) and reasons for the action taken and delivered to the protesting Bidder(s).
- 6) Bid Protestors may appeal, in writing, to the City Administrator within five (5) business days of receipt of the written notification. The City Administrator shall have five (5) business days to make a decision which shall be final.

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Specifications or should Bidder discover items containing discrepancies or omissions, the Project Manager shall be immediately notified. All requests for interpretation must be submitted before the Bidder Questions Due date and time as shown on the Cover, by email to **Diane Miller at diane@ausonio.com**.

If found necessary, interpretation or correction will be made by written Addendum, a copy of which will be posted on the City website at <http://ci.carmel.ca.us>. Such Addenda are to be considered as part of the Contract documents, and the Bidder shall acknowledge this condition by listing each Addendum by number in his bid. The Project Manager shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than seventy-two (72) hours before bid opening without an accompanying bid time extension. The Project Manager reserves the right to make decisions on extending the bid period.

DEFINITIONS

For the purposes of this document, the following definitions shall apply:

<u>ADA:</u>	Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013
<u>BMP:</u>	Best Management Practice
<u>BIDDER:</u>	Party submitting a bid for consideration by the Carmel-by-the-Sea.
<u>CBC:</u>	California Building Codes, latest edition.
<u>CITY:</u>	The term <u>City</u> refers to and indicates the City of Carmel-by-the-Sea, Monterey County, State of California.
<u>CONSTRUCTION MANAGER:</u>	The term <u>Construction Manager (CM)</u> refers to and indicates Ausonio, Inc., project representatives under Contract to the City.
<u>CONTRACTOR:</u>	The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this Contract and specifications.
<u>COUNCIL OR CITY COUNCIL:</u>	The City Council of Carmel-by-the-Sea.

ENGINEER OR
CITY ENGINEER

The term Engineer or City Engineer refers to and indicates the Public Works Director of the City of Carmel-by-the-Sea or his duly authorized representative.

DESIGN:

The person(s) or firm responsible for the technical accuracy and completeness of the design of the project.

GENERAL
PROVISIONS:

Part III of these Specifications.

IBC:

International Building Codes, latest edition.

PLANS:

The project plans referred to herein.

SPECIAL
PROVISIONS:

Part IV of these Specifications.

SPECIFICATIONS:

This document, in its entirety.

STANDARD
SPECIFICATIONS:

Specifications entitled "State of California, Department of Transportation, Standard Specifications" of latest publication.

STANDARD
PLANS:

Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.

PART II: BID PROPOSAL



CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS
FOR

**SUNSET CENTER AND HARRISON MEMORIAL LIBRARY
PAINTING PROJECTS
Project Code 23-24-002**

BID PROPOSAL

To the Honorable City Council
City of Carmel-by-the-Sea
City Clerk
Eastside of Monte Verde
Between Ocean and Seventh Avenues
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for the lump sums and unit prices set forth in the following schedule.

BID APPROVAL:

PRINCIPAL/ OWNER

COMPANY

DATE: _____

**SUNSET CENTER AND HARRISON MEMORIAL LIBRARY
PAINTING PROJECTS
Project Code 23-24-002**

COMPANY

BID SCHEDULES**A. SUNSET CENTER**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		\$
2	Sunset Center Exterior Painting	1	LS		\$
3	Dry Rot Allowance – Sunset Center	1	AL		\$ 5,000
SUNSET CENTER BASE BID (BASIS OF AWARD):					\$
SUNSET CENTER BASE BID (BASIS OF AWARD) IN WORDS:					

B. HARRISON MEMORIAL LIBRARY

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		\$
2	Harrison Memorial Library Exterior Painting	1	LS		\$
3	Dry Rot Allowance – Harrison Memorial Library	1	AL		\$ 5,000
HARRISON MEMORIAL LIBRARY BASE BID (BASIS OF AWARD):					\$
HARRISON MEMORIAL LIBRARY BASE BID (BASIS OF AWARD) IN WORDS:					
Additive Bid Items					
4	Harrison Memorial Library Interior Painting	1	LS		\$
HARRISON MEMORIAL LIBRARY ADDITIVE BID :					\$
HARRISON MEMORIAL LIBRARY ADDITIVE BID IN WORDS:					

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed. BASIS OF AWARD

The City reserves the right to award TWO SEPARATE CONTRACTS for these projects. Award of Contract(s), if any be made, shall be made to the Contractor(s) with the lowest responsive,

responsible bid(s) for each of the two projects listed in the above Bid Schedules, based on the Total Base Bid (Items 1 through 3).

If one Contractor is the lowest responsive, responsible bidder on both projects, a single contract will be awarded for both projects.

Pursuant to the provisions of the California Public Contract Code Section 20103.8, the City reserves the option to award any or all of the additive bid items in addition to the original contract after the lowest responsive responsible Bidder(s) has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedules to ensure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

A. SUNSET CENTER – NORTH WING

1. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for Sunset Center – North Wing work. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the City and Construction Manager. This item also includes 1) the movement of construction personnel, equipment, supplies and incidentals to and from the project site, 2) obtaining bonds, insurance policies, licenses, and permits required by the Contract documents, 3) project meetings, coordination and all related administrative costs for this Project, 4) coordination with building occupants, 5) providing temporary utilities, 6) coordination with utility providers, 7) providing portable toilets, 9) tree protection, if any, and 10) Environmental Pollution prevention Requirements in Part IV, pages 17-20.

Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 5) all submittals and shop drawings, , if any, 7) fringe benefit summary statement, Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging areas, if any.

2. Sunset Center Exterior Painting, including Hazardous Materials Remediation

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, investigating for dry-rot and notify the City prior to the start of work; the furnishing of all labor, materials, tools, equipment, incidentals and insurance (specifically covering the handling and transportation of lead-containing paint [LCP]), necessary to provide HazMat abatement services necessary to perform surface preparation and field application of paint systems, stains, and other coatings. Paint all exterior surfaces exposed to view, where indicated on the contract drawings in accordance with the Abatement Specification, Standard Specifications, Plans and Specifications (including but not limited to **Appendix D: Project Drawings and Part V: Specifications**), and as directed by the City and Construction Manager.

3. Allowance Item: Dry-Rot Repairs

This is an Allowance item (AL). An allowance amount not to exceed \$5000 may be used during the project and tracked on a time and materials basis for repair of any dry-rot encountered on the Sunset Center exterior.

B. HARRISON MEMORIAL LIBRARY

1. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for the Harrison Memorial Library – whether or not the Additive Bid Item is awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the City and Construction Manager. This item also includes 1) the movement of construction personnel, equipment, supplies and incidentals to and from the project site, 2) obtaining bonds, insurance policies, licenses, and permits required by the Contract documents, 3) project meetings, coordination and all related administrative costs for this Project, 4) coordination with building occupants, 5) providing temporary utilities, 6) coordination with utility providers, 7) providing portable toilets, 8) tree protection, if any, and 9) Environmental Pollution prevention Requirements in Part IV, pages 17-20.

Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 5) all submittals and shop drawings, , if any, 7) fringe benefit summary statement, and Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging areas, if any.

2. Harrison Memorial Library Exterior Painting, including Hazardous Materials Remediation

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, investigating for dry-rot and notify the City prior of start of work, the furnishing of all labor, materials, tools, equipment, incidentals and insurance (specifically covering the handling and transportation of lead-containing paint [LCP]), necessary to provide HazMat abatement services necessary to perform surface preparation and field application of paint systems, stains, and other coatings. Paint all exterior surfaces exposed to view, where indicated on the contract drawings, including areas indicated as "to remain", in accordance with the Abatement Specification, Standard Specifications, Plans and Specifications (including but not limited to **Appendix D: Project Drawings and Part V: Specifications**), and as directed by the City and Construction Manager.

3. Allowance Item: Dry-Rot Repairs

This is an Allowance item (AL). An allowance amount not to exceed \$5000 may be used during the project and tracked on a time and materials basis for repair of any dry-rot encountered on the Harrison Memorial Library exterior.

4. Additive Bid Item: Harrison Memorial Library Interior Painting, including Hazardous Materials Remediation

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, incidentals and insurance (specifically covering the handling and transportation of lead-containing paint [LCP]), necessary to provide moving and storage on-site of furniture, art, and miscellaneous items, and HazMat abatement services necessary to perform surface preparation and field application of paint systems, stains, and other coatings. Paint all interior surfaces exposed to view, where indicated on the contract drawings in accordance with the Abatement Specification, Standard Specifications, Plans and Specifications (including but not limited to **Appendix D: Project Drawings and Part V: Specifications**), and as directed by the City and Construction Manager.

LUMP SUM PRICE BREAKDOWN – SCHEDULE OF VALUES

Immediately after award of the Contract, the Contractor shall submit a cost breakdown list to Project Manager for all Lump Sum Bid items. This Schedule of Values list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

BID CLARIFICATION

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award the additive bid item, in addition to the original Contract or Contracts after the lowest responsive, responsible Bidder(s) is determined, should the City obtain additional funding for the additive alternative not awarded with the original Contract(s). All Bid items for the base bids and all additives must be filled out. Incomplete Bid Schedules will render the bid proposal as non-responsive.

Unit prices (fully burdened hourly rates) shall be for all Task Orders including all labor, labor benefits, materials, tools, equipment, taxes, overhead, profit, administration, mobilization and demobilization, storm water compliance, traffic control, and incidentals necessary for a complete job.

If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Do **not** enter "N/A" or leave any bid item blank in the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Carmel-by-the-Sea does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary.

All costs associated with providing bonds, insurance, and ancillary items required by this Contract shall be included in the unit prices for work items.

Bidders may withdraw or revise their bid personally, or upon a written request, or at any time prior to the hour set for the opening of bids, but not thereafter. The City shall not accept faxed copies of Bid Bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for the time period specified in Bid Validity of Part I.

The Non-collusion Declaration included in this document shall be executed and submitted with each bid.

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No.: _____, Class: _____, Expiration date: _____.

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 20____.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

<u>ADDENDA</u>	<u>DATE RECEIVED</u>	<u>INITIAL</u>
1. _____	_____	_____
2. _____	_____	_____

EXAMPLE PROJECTS

Bidder shall list at least three (3) jobs of a similar nature completed by Bidder's organization within the past three (3) years. (Please include Reference Contact Information on the following page.)

Date Completed	Dollar Amount	Organization	Job Type	Project Location

REFERENCES

List at least three (3) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

ORGANIZATION

Contact Person	Title			
Address	P.O. Box	City	State	Zip
Phone Number	Email			

ORGANIZATION

Contact Person	Title			
Address	P.O. Box	City	State	Zip
Phone Number	Email			

ORGANIZATION

Contact Person	Title			
Address	P.O. Box	City	State	Zip
Phone Number	Email			

REFERENCE CHECKS:

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.

SUBCONTRACTOR’S LIST

The Bidder shall list below the name, the location of the place of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder’s total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder’s total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, 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 a 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.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

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 this _____ day of _____, 201__ in _____ [City], _____ County, California.

Signature

Printed Name and Title

Company

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 20__ in _____[City], _____ County, California.

Signature

Printed Name and Title

Company

BID BOND

(To be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Carmel-by-the-Sea** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **SUNSET CENTER AND HARRISON MEMORIAL LIBRARY PAINTING PROJECTS (Code 23-24-002)**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to ten percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

<div style="text-align: center;">_____ (Bidder/Principal Name)</div> <div>By: _____ (Signature)</div> <div>_____</div> <div>(Typed or Printed Name)</div> <div>Title: _____</div> <div>(Attach Notary Public Acknowledgement of Principal's Signature)</div>
--

<div style="text-align: center;">_____ (Surety Name)</div> <div>By: _____ (Signature of Attorney-In-Fact for Surety)</div> <div>_____</div> <div>(Typed or Printed Name of Attorney-In-Fact)</div> <div>(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)</div>
--

<div style="text-align: center;">Contact name, address, telephone number and email address for notices to the Surety</div> <div>_____ (Contact Name)</div> <div>_____ (Street Address)</div> <div>_____ (City, State & Zip Code)</div> <div>(_____) _____ (_____) _____ Telephone Fax</div> <div>_____ (Email address)</div>
--

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)
_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

(Contractor Name)

By: _____
(Signature)

(Company)

SITE VISIT CERTIFICATION

NAME OF COMPANY: _____

PROJECT TITLE: **Sunset Center and Harrison Memorial Library Painting Projects**

I hereby certify that I, _____

An employee of _____ (the bidder)

Have visited the site(s) associated with the project.

The bidder has fully acquainted themselves with the conditions affecting the work, nature of the sites, geographical and exact location of the proposed works; the general conditions required for works execution; the neighboring buildings and other constraints that might affect the construction methods; the physical conditions specific to the construction sites; means of communication and transport; sources of construction materials and all conditions and circumstances which might influence the execution of the works as pertaining to the bid.

Name: _____

Title: _____

Signature: _____ Date: _____

PART III: GENERAL PROVISIONS

BIDDING

JOB SITE AND DOCUMENT EXAMINATION

The Bidder is required to thoroughly examine the job site, Specifications including Contract Form (See Appendix B) for the work contemplated, and it will be assumed that the Bidder has investigated and is satisfied as to the requirements of the Specifications, including the Contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination.

BID DOCUMENT COMPLETION

Proposals to receive consideration shall be made in accordance with the following instructions:

1. The proposal shall be made upon the form provided therefore with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, erasures, or omissions. All submitted documents must be in original form (no photocopies or faxes).
2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a Bidder's bond executed by the Bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City. The amount so posted shall be forfeited to the municipality if the Bidder does not, within fifteen (15) calendar days after written notice that the Contract has been awarded to said Bidder, enter into a Contract with the municipality for the work.

The City shall have the right to hold all Bid Bonds until award of the Contract. However, the Director of Contracts and Budgets may order the return of all Bid Bonds except that of the two (2) lowest Bidders prior to the award.

CONTRACT AWARD AND EXECUTION

CONTRACT AWARD

The Contract shall be awarded, if an award is made, to the lowest responsive, responsible Bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

CONTRACT EXECUTION

A Contract shall not be deemed to have been made between the Contractor and the City until all of the following steps have been completed:

1. Award of the Contract by the City Council,
2. Within fifteen (15) calendar days after written notice that a Contract has been awarded to the Contractor (Notice of Award), the Contractor shall submit two (2) signed original Contracts, required bonds or alternative security, evidence of insurance that conforms to the Contract, and City Business License or evidence of application for said license.
3. Upon approval of the foregoing documents, the City will execute the Contract and return an original to the Contractor.
4. The City will then issue a Notice to Proceed authorizing Contractor to begin work upon approval of Contract, evidence of insurance and City Business License.

SCOPE OF WORK

INTENT

The work to be done consists of furnishing all labor, materials, methods, processes, tools, equipment, incidentals and machinery, which are necessary and required to complete the Contract in a satisfactory and worker-like manner.

The intent of the Specifications is to prescribe the details for the completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

CHANGES AND EXTRA WORK

The Director of Public Works reserve the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Project Manager to be necessary or advisable, and to require such extra work as may be determined by the Project Manager to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work". Approved Change Orders shall describe the changes or extra work, Contract time adjustments and payment basis for such work as applicable. Change Orders are valid Contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

The City may require the Contractor to work outside approved construction hours noted in Part IV, Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per General Prevailing Wage Rate provisions.

CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

CONTROL OF WORK

CONTRACT COMPONENTS

These specifications, the plans and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative,

to describe, and to provide for a complete job.

Shop drawings required by the Plans, Specifications, Project Manual, or the Scope of Work shall be furnished by the Contractor and approved by the Project Manager before any work relating to the shop drawings is performed unless approval is waived in writing by the Project Manager.

It is mutually agreed that shop drawing approval by the Project Manager does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Architect of Record does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans and specifications shall be in writing. No changes shall be made on any plan, specification or drawing after the same has been approved by the Director of Public Works.

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

AUTHORITY

The Project Manager shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the specifications; all inquiries as to the acceptable fulfillment of the Contract on the part of the Contractor; and all inquiries as to claims and compensation. The Project Manager's response shall be final and the Director of Public Works shall have executive authority to enforce and make effective such responses.

In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the Director of Public Works, or his designee, whose decision thereon shall be final.

ASSIGNMENT

The Contract may be assigned only upon the written consent of the City Council.

SUBCONTRACTING

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the Contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Project Manager, the subcontractor shall be removed immediately on the request of the Project Manager and shall not again be employed on the work.

REPRESENTATIVE

The Contractor shall assign a representative and submit contact information (name, telephone number) to the City Department of Public Works. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions in English which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Project Manager not in conflict with the Contract, and which may be delivered to the Contractor, Contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Project Manager's instructions are in conflict with the Contract, the Contractor shall immediately bring it to the attention of the Project Manager in writing.

EQUIPMENT

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Project Manager to use equipment of a different size or type in place of the equipment specified.

The Project Manager, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Project Manager that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing item which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications. Also refer to Resolution of Construction Claims in the Special Provisions.

CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of the plans and specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Project Manager and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Project Manager, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Project Manager made under the provisions of this article, the Project Manager shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

EMPLOYEES

All workmanship shall be fully up to the highest standard and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Director of Public Works that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

CONTROL OF MATERIALS

GENERAL

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the Plans, Specifications or the Project Manager. No material shall be used until it has been approved by the Project Manager.

All tests of materials ordered by the Project Manager and made by the Contractor shall be made in

accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in the specifications.

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Project Manager. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Project Manager.

Upon failure on the part of the Contractor to comply with any order of the Project Manager made under the provisions of this article, the Project Manager shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the Contractor's expense, all information necessary as required by the Project Manager. The Project Manager shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

MATERIAL SOURCE

At the option of the Project Manager, the source of supply of each of the materials shall be approved by the Project Manager before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Project Manager.

QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

GUARANTEE

All materials supplied and all work done under this Contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City. Upon receipt of notice from the Project Manager of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the Performance Bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

LAWS

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City, which shall be considered for the purpose of Contract to which the specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the Contract price. All permits issued by the City for work done under this Contract shall be issued at no charge.

All Bidders and Contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all Contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

NONDISCRIMINATION

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the Contract.

LOCAL BUSINESS POLICY

The City finds that it is in the public interest to promote utilization of Local Businesses that are small or minority owned such as Disadvantaged Business Enterprises, Minority Business Enterprises, Woman Business Enterprises, Disabled Veteran Business Enterprises in all aspects of purchasing in accordance with applicable law. Accordingly, the City Administrator is authorized to encourage participation of all DBE's, MBE's, WBE's, DVBE's and SLB's located within the City's jurisdiction to the extent allowed by applicable law.

LABOR CODE

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771 (c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the Contractor to substitute

a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or Bidder enter any Contract or subcontract, without proof of the Contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime Contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime Contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.

WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts exceeding twenty-five thousand dollars (\$25,000) and all public works Contracts for alteration, demolition, repair or maintenance work exceeding one thousand dollars (\$1,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a Contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime Contractor of the project is not liable for the penalties described above unless the prime Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

1. The Contract executed between the Contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.
4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the Contractor shall obtain an affidavit signed under penalty of perjury from the

subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available from the California Department of Industrial Relations' Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the Contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the Contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract. The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

CERTIFIED PAYROLL RECORDS

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Contract.

APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the Contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the Contract, Contractor shall possess a valid permit at the time of bidding and for the life of the Contract. Contractor shall furnish copies of valid permits to the City Public Works Department. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall

submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Project Manager at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Project Manager if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file with the Project Manager.

Contractor is to notify the Project Manager of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The Project Manager shall determine the adequacy of said devices and, in cases of dispute, his or her determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

RIGHT OF PROPERTY

Nothing in the Contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City.

PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Project Manager.

LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

PROSECUTION AND PROGRESS

GENERAL

If at any time in the opinion of the Project Manager, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Project Manager, within the time specified in such notice, the Project Manager in any such case shall have the power to suspend the operation of the Contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Project Manager or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said Contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper completion of the work; or may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the Contract and re-let the work or any part thereof.

Any excess of cost arising therefrom over and above the Contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this Contract shall be forfeited to the City, but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the Contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the Contract price, arising from the suspension of the operations of the Contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the Contract as to warrant the suspension or annulment thereof, the decision of the Director of Public Works shall be binding on all parties to the Contract.

SUSPENSIONS AND DELAYS

The Project Manager shall have the authority to suspend the work wholly or in part, for such period as the Project Manager may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the Project Manager may deem necessary due to the failure on the part of the Contractor to carry out Project Manager ' orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Project Manager and shall not resume work until ordered in writing by the Project Manager.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

RIGHTS OF WAY

Rights-of-way or easements for work will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him or her outside of the limits of rights-of-way or easements. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work, then the Contractor shall have time for the completion of his Contract for the period or periods caused by such delay or delays but shall have no damages against the local entity, its officers, agents or employees.

PAYMENT

GENERAL

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the Contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related Contract requirements have been satisfactorily met.

PROGRESS PAYMENTS

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Project Manager shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Project Manager, the work is not proceeding in accordance with the provisions of the Contract, or when in the judgment of the Project Manager, the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Except as set forth in the following paragraph, the Project Manager shall retain five percent (5%) of the value of all work so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the Contract by the Contractor.

The Contractor may elect to receive 100% of payments due under the Contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Project Manager shall promptly make such inspection, and when the work is found to be acceptable under the Contract and the Contract fully performed, the Project Manager shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the Contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the Contract or the amount due.

**SUNSET CENTER AND HARRISON MEMORIAL LIBRARY
PAINTING PROJECTS
Project Code 23-24-002**

PART IV: SPECIAL PROVISIONS

PLANS AND SPECIFICATIONS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the **Abatement Specification**, **Standard Specifications**, **Standard Plans**, and these **Special Provisions** and the **Plans**, the order of precedence shall be as follows:

Special Provisions shall take precedence over **Plans** and the **Plans** shall take precedence over **Abatement Specifications**, **Standard Specifications** and **Standard Plans**. These **Special Provisions** shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

CONTRACT BONDS

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the Contract, shall execute and file with the City a Performance Bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the Contract conditional upon the faithful performance of the Contract. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing any Contract in excess of twenty-five thousand dollars (\$25,000), shall execute and file with the City a Payment Bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of the amount of the Contract in accordance with Public Contract Code §9550 et seq.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a Contract has been awarded to the Contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the Contract with his signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the Contract within fifteen (15) calendar days after written notice that a Contract has been awarded to them.

The Contractor shall maintain the Performance Bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said Performance Bond for a similar bond in the amount of twenty percent (20%) of the total Contract amount, including adjustments, or the original Performance Bond, whichever is greater.

TIME LIMITS

The Contractor shall submit the Contract with his signature affixed thereto, required bonds or alternative security and evidence of insurance that conforms to the Contract within fifteen (15) calendar days after written notice that a Contract has been awarded to him.

A Notice to Proceed for this Contract will be issued upon receipt of the foregoing documents. The Contractor shall be ready to commence work within fourteen (14) calendar days after the effective date of said Notice to Proceed.

The terms of this Contract shall remain in effect as follows:

Sunset Center: Ninety (90) Calendar Days

Harrison Memorial Library Exterior: Sixty (60) Calendar Days

HML Interior (if awarded) Additional Forty-five (45) Calendar days

from the effective date of the Notice to Proceed.

If Sunset Center and the Library Exterior Painting are awarded to one contractor, the contract time shall be One Hundred Twenty (120) Calendar Days.

If Sunset Center and the Library Exterior Painting and Library Interior (Additive Bid Item) are awarded to one contractor, the contract time shall be One Hundred Fifty (150) Calendar Days.

LICENSES AND PERMITS

Prior to the execution of any Contractual agreements, the successful Bidder shall obtain a City Business License. In addition, the Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from City Community Planning and Building Department. Contractor shall provide a copy of the completed permit(s) to the Public Works Department no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived.

SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done. All contractors are required to visit the site prior to the bid and must submit the Site Visit Certification form found in Appendix A: Bid forms for Submittal, Page 23, with their bid.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

SUBMITTALS

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

Submittal Format:

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.

2. All submittals shall have a cover sheet containing the following:
 - a. Submittal date, submittal number and submittal revision number (as applicable),
 - b. City project name,
3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for which the submittal item pertains to.
4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.
5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

Submittal Content and Product Data:

1. Contractor shall review and accept submittals prior to submission.
2. Submittals shall contain all required information such as shop drawings, product data, etc.
3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.
4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.
5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible.

CONSTRUCTION QUALITY CONTROL

Definitions

Quality Management (QM) - All control and assurance activities instituted to achieve the product quality established by the Contract requirements.

Contractor Quality Control (CQC) - The construction Contractor's system to manage, control, and document Contractor's, suppliers', and subcontractor's activities to comply with Contract requirements.

Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with

the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with Contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Quality Control Plan

Not Required.

1.

GUARANTEE

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warranties.

REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. California Building Code, latest edition as adopted by the City
3. California Electrical Code, latest edition as adopted by the City
4. California Mechanical Code, latest edition as adopted by the City
5. California Plumbing Code, latest edition as adopted by the City
6. California Green Building Standards Code, latest edition as adopted by the City
7. California Historic Building Code, latest edition as adopted by the City
8. California Occupational Safety and Health Administrative Code, latest edition
9. California Government Code Section 4216, Protection of Underground Infrastructure
10. National Fire Protection Association NFPA 1 Fire Code, latest edition
11. National Fire Protection Association NFPA 13, 13R, 13D Fire Sprinklers Code, latest edition
12. National Fire Protection Association NFPA 72 Fire Alarm Systems Code, latest edition
13. The California Labor Code,
14. Federal Water Pollution Control Act (Clean Water Act), and,
15. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the work area or injury to the public. No separate payment shall be made for such work. If in the opinion of the Project Manager, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefore. Attention is directed to Sections 7-I.03 "Public Convenience" and 7-I.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's Contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, Contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, Contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

INSURANCE

Contractor shall procure and maintain, at its own cost, in effect throughout the term of the Agreement, and for one (1) year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Commercial General Liability** ("CGL") Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. **Automobile Liability** ISO Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Optional)** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City of Carmel-by-the Sea as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

5. **Surety Bonds** as described in Part IV.
6. **Professional Liability (Optional)** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains **broader coverage and/or** higher limits than the minimums shown above, the City requires and shall be entitled to **the broader coverage and/or** higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the Contract or the beginning of Contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of Contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of Contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. **If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Legal Liability (PLL) policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's PLL policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.**

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Subcontractors

Contractor shall either (1) insure the activities of its subcontractors in its policies; or (2) require and verify that each of its subcontractors procure and maintain insurance meeting all the requirements stated herein, with Contractor ensuring that City of Carmel-by-the-Sea is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Verification of Coverage

Contractor shall furnish the City with certificates of insurance and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in the Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under the Agreement.

RESOLUTION OF CONSTRUCTION CLAIMS – ALL CONTRACTOR CLAIMS

Applies to ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204)

1. The following provisions applies to Contracts entered into on or after January 1, 2017.
2. In accordance with Section 9204 of the California Public Contract Code, this Section applies to any claim by a Contractor in connection with a public works project for:
 - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a Contract for a public works project.
 - b. Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - c. Payment of an amount that is disputed by the City.
3. Upon receipt of a claim pursuant to this section:
 - a. The City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and a Contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - b. The claim shall be in writing, include reasonable documentation to substantiate the claim as specified in subsection d below, and be accompanied by the following certification:

“CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:

I, _____, BEING THE _____
(MUST BE AN OFFICER) OF _____ (GENERAL Contractor), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER LEGAL CONSEQUENCES.”

- c. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
 - d. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, re-sequencing or acceleration. Contractor shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.
 - e. If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 - f. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 5 of this section shall apply.
4. Following City's written response:
- a. If the claimant disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - b. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in

connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- d. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- e. This section does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

5. Failure by the City to respond to a claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

6. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

7. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a City because privity of Contract does not exist, the Contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the City and, if the original Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

8. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER \$375,000

Applies to claims under \$375,000 for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (California Public Contract Code §20104 et seq.)

1. In addition to the provisions of California Public Contract Code §9204 set forth in Section Q above which applies to all construction claims for: a) a time extension; b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract which is not otherwise expressly provided for or the Contractor is not otherwise entitled; and c) payment of an amount that is disputed by the City, the following provisions shall also apply to said construction claims of three hundred seventy-five thousand dollars (\$375,000) or less.

2. If, following the meet and confer conference set forth in Section Q.4.a. above, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
3. The following procedures are established for all civil actions filed to resolve claims subject to this Section:
 - a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - c. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
 - d. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.
 - e. In any suit filed under Section 20104.4 of the California Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a conference shall be held at the City's Department of Public Works. The date and time of this conference shall be established by the Contractor contacting that office at **831-620-2070** not less than forty-eight (48) hours in advance of the meeting date and time.

An itemized list of materials and equipment the Contractor proposes to use on specific project Work Orders shall be submitted to the City prior to or during the conference for that project.

A preliminary project timeline shall be submitted to the City prior to or during the preconstruction conference.

LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, it is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by

reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of One Thousand Dollars (\$1,000.00) per site per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

It is further agreed that, in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the Contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the Contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Project Manager in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive.

CONSTRUCTION PROCEDURE

An outline of the proposed construction procedure shall be submitted by the Contractor to the Project Manager for review and shall obtain his approval before beginning work. The Project Manager will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4-hour interruption). Any interruption more than 4 hours shall be prearranged with the Project Manager. Residence occupant shall be notified with a written notice a minimum of three (3) business days Confirm with Project Manager in advance.
2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.
3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Project Manager a minimum of one week in advance of any interruptions to building operations and parking lots.
4. Minimizing any hazard to the general public.
5. Proper handling of hazardous materials.
6. All work will occur between 8 am and 5 pm Monday through Friday unless otherwise approved in writing.
7. There shall be no work on weekends, City's recognized holidays, and between 7:00 P.M. and 8:00 A.M. on weekdays without written approval from the City. A list of City's recognized holidays is available upon request.
8. Contractor shall notify the Project Manager a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Project Manager prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Project Manager prior to concrete placemat shall be the sole responsibility of the Contractor. The costs of

such mitigation shall be borne by the Contractor.

9. Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Project Manager.

TRAFFIC CONTROL

A. Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

B. Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

C. A Traffic Control Plan (TCP) NOT REQUIRED.

REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the work area called for in the specifications, and as required by the Project Manager.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Project Manager for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

UNDERGROUND UTILITIES

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the work area. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

UTILITY COMPANY COORDINATION

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

CONTRACT PLANS AND SPECIFICATIONS

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be

furnished on request at the cost of reproduction. The work shall conform to the Contract plans and specifications, all of which form a part of the Contract documents and are available in the Public Works Department.

DUST CONTROL

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

CONNECTION TO EXISTING UTILITIES

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

SANITARY FACILITIES

Contractor shall provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Project Manager.

INSPECTION OF WORK

It is the responsibility of the Contractor to call for all required inspections within the required time lines. The City reserves the right to perform random inspections at any time.

The Project Manager shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed and the final cleanup performed, the Project Manager will make the final inspection.

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the Contract. Additionally, Carmel-by-the-Sea Municipal Code Section 17.42.020 Urban Runoff Water Quality and Discharge Management, C. Discharge Prohibitions states,

"No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."

Contractor shall comply with all water quality regulations in Carmel-by-the-Sea Municipal Code Chapter 17.43 Water Quality Protection Ordinance, and State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges.

EROSION AND SEDIMENT CONTROL PLAN

NOT REQUIRED.

BEST MANAGEMENT PRACTICES DURING CONSTRUCTION

Erosion and sediment control BMPs shall be in place and implemented, as appropriate, prior to commencing grading or vegetation removal. The Contractor shall implement and maintain BMPs throughout the life of the project to prevent discharges of pollutants, including trash, to the street, storm drain system, and local waterways.

Activities to be performed by Contractor include, but are not limited to:

- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
 - Inlet protections and perimeter controls;
 - Vehicle entry and exit locations;
 - Vehicle parking and storage areas;
 - Disturbed areas of the construction site;
 - Runoff discharge locations;
 - Areas that have not received final stabilization;
 - Areas used for storage of materials that are exposed to wind or rain;
 - Equipment and staging areas that are exposed to wind or rain; and,
 - All waste storage areas.

Where sites have been stabilized, such inspection shall be conducted at least once every month while the project is on-going.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
 - Erosion, or
 - Sediments being tracked offsite and into waterways or the storm drainage system, or
 - Other pollutants entering waterways or the storm drainage system.

Deficiencies observed during inspections shall be noted and rectified before the end of the workday. Construction site storm water management and control measures shall be implemented year-round regardless of season. All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

Best Management Practices for Concrete and Asphalt Work

- Protect nearby storm drain inlets and adjacent water bodies prior to breaking up asphalt or concrete (e.g., place sandbags around inlets or work areas) if rain is forecast.
- During saw cutting and grading operations, use as little water as possible. Protect nearby catch basins or gutters, or use materials to contain the slurry. If slurry enters the storm drain system, remove material immediately.
- Remove saw-cut slurry from the work area with a shovel, vacuum, or by sweeping as soon as it is dry or by the end of the day.

- After breaking up old pavement, sweep up materials thoroughly to avoid contact with rainfall and storm water runoff. Recycle as much material as possible, and properly dispose of non-recyclable materials.
- Never dispose of concrete washout into the street, storm drains, drainage ditches, or creeks.
- When conducting asphalt patching or resurfacing, cover and seal nearby storm drain inlets and manholes before applying seal coat, slurry seal, etc. Leave covers in place until job is complete and until all water from emulsified oil sealant has drained or evaporated. Collect waste materials for proper disposal.

Best Management Practices for Paved Area and Surface Cleaning

- Sidewalks, gutters, plazas, alleyways, driveways, steps, and other outside areas should be cleaned by sweeping preferably. If water is used to clean or rinse (whether by hosing with water only, pressure washing, steam cleaning, or other similar method), only water from the City's non-potable water cistern shall be used and all the wastewater must be collected and disposed of in the sanitary sewer. The wastewater may not runoff into the street or be discharged into the storm drain system.
- Cleaning solvents may not be used outside to clean ground surfaces, such as sidewalks, walkways, plazas, patios, driveways, loading docks, delivery areas, or dumpster areas, unless all the solvent is cleaned up and properly disposed of.
- Wastewater from cleaning windows, walls, and building exteriors may not be discharged to a street or the storm drain system. All the wastewater must be collected and disposed of in the sanitary sewer.
- If water is used to remove paint or graffiti from building exteriors, walls, steps, signs, and other surfaces, the wastewater and paint particles may not be discharged to the street or storm drain system. This wastewater may be discharged to the sanitary sewer if the paint does not contain lead and the large paint particles are filtered out prior to discharge.

POLLUTION PREVENTION EXPECTED OUTCOMES

Storm water management and control practices shall result in the following outcomes on all project sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, trash, chemicals, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, Contractor must call 911 immediately and notify City Public Works staff;
- Site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering runoff, chemicals, vegetation clippings or other similar waste shall occur on or into public rights of way, the City's storm water system, or local waterways. Any such discharge shall be cleaned-up promptly;
- No runoff from disturbed or graded areas, or material stockpiles, shall contain sediments and/or pollutants. Run-on shall be diverted away from graded and disturbed construction areas; and,

- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

The City's Environmental Compliance Manager or his/her representative may perform periodic site monitoring visits to ensure the Contractor complies with the requirements specified herein. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

TREE PROTECTION REQUIREMENTS

According to the Carmel-by-the-Sea Municipal Code Section 12.28.340, for the purpose of safeguarding trees during construction, demolition or tree removal, the following conditions shall apply to all trees other than trees for which a removal permit has been issued:

- A. Prior to the commencement of construction, demolition or tree removal, all trees on the building site shall be inventoried by the owner or Contractor as to size, species and location on the lot, and the inventory shall be submitted on a topographical map to the Building Official. This condition may be waived by the Building Official for tree removal and minor demolition.
- B. Damage to any tree during construction, demolition or tree removal shall be immediately reported by a person causing the damage, the responsible Contractor or the owner to the Project Manager, and the Contractor and/or owner shall treat the tree for damage in the manner specified by the Director of Forest, Parks and Beach.
- C. Oil, gasoline, chemicals and other construction materials shall not be stored within the drip line of any tree.
- D. Drains shall be installed according to City specifications so as to avoid harm to trees due to excess watering.
- E. Wires, signs and other similar items shall not be attached to trees.
- F. Cutting and filling around the base of trees shall be done only after consultation with the Director of Forest, Parks and Beach, and then only to the extent authorized by the Director of Forest, Parks and Beach.
- G. No paint thinner, paint, plaster or other liquid or solid excess or waste construction materials or wastewater shall be dumped on the ground or into any grate between the dripline and the base of the tree, or uphill from any tree where such substance might reach the roots through a leaching process.
- H. The property owner/Contractor shall be required to erect protective barricades around all trees on a private building site. These barricades must be in place prior to the start of any construction or demolition activities. Barricades shall be upright two-inch by four-inch planks standing a minimum of eight feet vertically, conforming to the tree, tied with wire or rope forming a maximum of one space between the planks. If the tree's configuration or site conditions do not lend themselves to the installation of this type barricade, the Director of Forest, Parks and Beach will designate alternate tree protection methods. Under certain conditions where soil compaction is probable, fences may also be required around a tree or grouping of trees.
- I. Wherever cuts are made in the ground near the roots of trees, appropriate measures shall be taken to prevent exposed soil from drying out and causing damage to tree roots.

- J. Trimming cuts shall conform to arboricultural standards and shall be made along the branch bark ridge.
- K. Earth surfaces within the drip line of any tree shall not be changed or compacted. All equipment, material, and soil storage shall be kept beyond the drip line of trees.
- L. Prior to the start of any construction or demolition activities, the property owner/Contractor is required to spray or have a certified applicator spray the lower six feet of all pine tree trunks with a pesticide approved by the California Department of Food and Agriculture for the treatment of bark beetles.
- M. Failure to protect or maintain trees on construction/demolition sites is a violation of the municipal code and grounds for suspension of the building permit. (Ord. 91-4 §§ 1 – 7, 1991; Ord. 84-6 § 1, 1984; Ord. 83-25 § 1(G), 1983; Ord. 81-4 § 12, 1981; Code 1975 § 1237).

REQUESTS FOR INTERPRETATION

- A. Notification by Contractor.
1. Submit all requests for clarification or additional information in writing to the City's Representative using a Request for Information (RFI) form as acceptable to the City's Representative.
 2. Number RFIs sequentially. Follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI would be "001." the second RFI would be "002." The first re-submittal of RFI "002" would be "002R."
 3. Limit each RFI to one (1) subject.
 4. Submit an RFI if one of the following conditions occur:
 - a. The Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.
 - b. The Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or cannot be reasonably inferred from the intent of the Contract Documents.
 - c. The Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.

RESPONSE TIME

- A. The City's Representative, whose decision will be final and conclusive, shall resolve such questions and issue instructions to the Contractor within a reasonable time frame. In most cases, RFIs will receive a response within 10 working days. In some cases this time may need to be lengthened for complex issues, or shortened for emergency situations, as mutually agreed in writing.
- B. Should the Contractor proceed with the Work affected before receipt of a response from the City's Representative, within the response time described above, any portion of the Work which is not done in accordance with the City's Representative's interpretations, clarifications, instructions, or decisions is subject to removal or replacement and the Contractor shall be responsible for all resultant losses.
- C. Failure to Agree.
- In the event of failure to agree as to the scope of the Contract requirements, the Contractor shall follow procedures set forth in the General Provisions

SUPPLEMENTAL SPECIAL PROVISIONS

1. Contractor Parking, Staging, and Access Details. See Exhibit A at the end of this Section.

REQUIRED QUALIFICATIONS

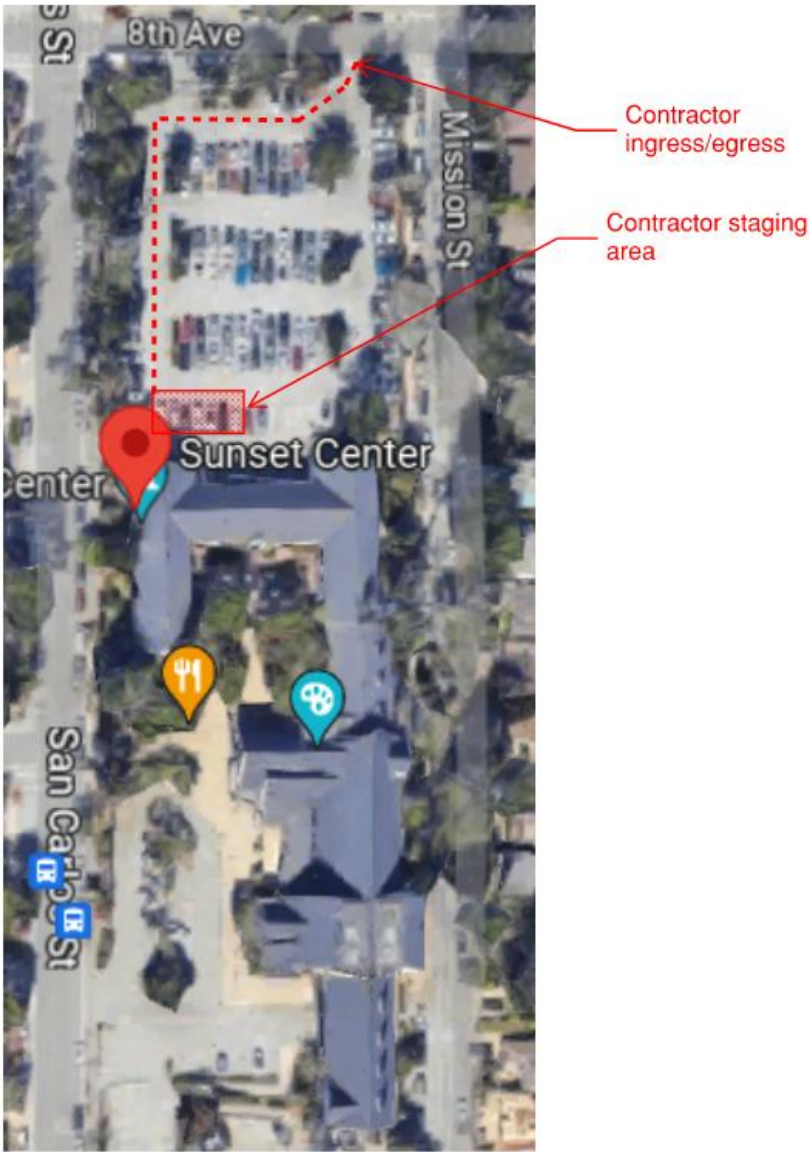
1. Remediation of hazardous materials must be performed by a California Department of Public Health (CDPH) certified contractor.
2. Asbestos: Provide proof of State of California Contractors State License Board license (Asbestos C-22) and proof of Certificate of Registration for Asbestos-Related work with the Division of Occupational Safety and Health (DOSH) in accordance with Labor Code, Section 6501.8.
3. Lead: The contractor shall have the EPA's Renovation, Repair and Painting (RRP) certification. The abatement supervisor shall be a California Department of Public Health (CDPH) certified lead related construction supervisor. All workers and supervisors performing de-leading activities shall have successfully completed CDPH training. Copies of all notifications, permits, applications, licenses and like documents required by Federal, State, or local regulations shall be provided prior to start of work.
4. Certifications: Encapsulant manufacturer's certification (when required) that the Abatement Contractor is an approved applicator of the encapsulants to be used on this project.

DRAWINGS AND SPECIFICATIONS

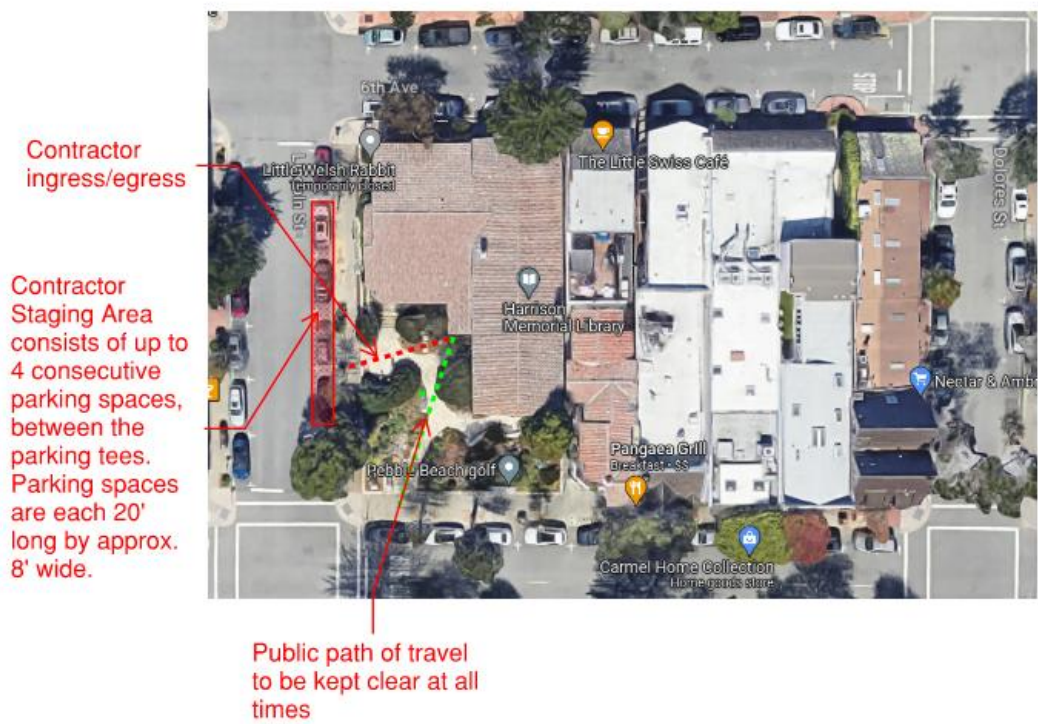
1. See Part V of this manual for Specifications (DIV 02, 09, and 20) for:
23-24-002 SUNSET CENTER AND HARRISON MEMORIAL LIBRARY PAINTING PROJECTS
City of Carmel-by-the-Sea
2. See Appendix C: Hazmat Reports for:
23-24-002 SUNSET CENTER AND HARRISON MEMORIAL LIBRARY PAINTING PROJECTS
City of Carmel-by-the-Sea
2. See Appendix D: Project Drawings for:
23-24-002 SUNSET CENTER AND HARRISON MEMORIAL LIBRARY PAINTING PROJECTS
City of Carmel-by-the-Sea

Exhibit A

Sunset Center Logistics Plan



Harrison Memorial Library Logistics Plan





**TECHNICAL SPECIFICATIONS
FOR ASBESTOS AND LEAD PAINT ABATEMENT
FOR
SUNSET CENTER AND HARRISON MEMORIAL LIBRARY
LOCATED IN
CARMEL, CALIFORNIA**

Prepared For:

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City of Carmel
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April 6, 2023

Project Number 23187.0

DISCLAIMER AND COPYRIGHT NOTICE

These technical specifications were prepared by M³ Environmental, LLC (M³) under contract to the Owner. No warranties express or implied, are made by M³ about the use of any information, apparatus, product, or process disclosed in this manual. Although reasonable efforts have been used to ensure correctness, the Abatement Contractor should bring any discrepancies to the immediate attention of the Owner and M³.

The specifications contained herein are developed for use by **the City of Carmel**.

This project manual is provided for the sole purposes of: (i) bidding on the project work as outlined herein; and (ii) completing the work described herein by the successful bidder. Unauthorized use of this manual by bidders, or transfer of information/or specification contained herein to others by bidders shall be considered a violation of the bidder's license. The use of this document by unauthorized personnel for bidding of this project is strictly prohibited. Violators shall be dealt with to the full extent of the law.

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**SECTION 020800
ASBESTOS ABATEMENT/MITIGATION & LEAD PAINT
MITIGATION/ENCAPSULATION**

TABLE OF CONTENTS

- Summary of Work
- Submittals and Substitutions
- Abatement Observation Services (For Reference Only)
- Product Handling
- Project Record Documents
- Asbestos Abatement
- Lead Containing Paint Removal

SUMMARY OF WORK

PART 1 - GENERAL

Please note that this specification represents two individual projects. This specification includes information from surveys conducted for the Sunset Center exterior painting and Harrison Memorial Library painting projects.

1.1 WORK COVERED BY ASBESTOS & LEAD PAINT ABATEMENT SPECIFICATIONS

- A. Other Work. The Work described in these Asbestos & Lead Paint Abatement Specifications is in addition to any other future planned work such as renovation.

Work included - Base Bid: The Abatement Contractor shall be knowledgeable of the conditions for the project, and is responsible for verifying the quantities and locations of all the work to be performed as outlined in this document, as indicated on the architectural contract drawings and as directed by the Owner's Representatives. Failure to do so shall not relieve the Abatement Contractor of his obligation to provide all materials and labor necessary to carry out the provisions of the Contract. The Abatement Contractor shall furnish all labor, materials, services, permits, insurance (specifically covering the handling and transportation of asbestos-containing material [ACM]), lead-containing paint (LCP), lead-containing materials, other hazardous materials and equipment which is specified, shown, or reasonably implied for the following abatement activities

Note: Building numbers, and names described below may not refer to actual numbers and names at the building sites.

A.1 Sunset Center Exterior Painting and Harrison Memorial Library Painting

A.1.1 – Asbestos

1. The removal and disposal as non-hazardous asbestos containing waste, the following **non-friable ACM** to be present, including any existing debris.

Sunset Center Exterior Painting

North Main Building

Material No.	Description	Location	NESHAP Category*	Quantity	Asbestos Content
2	Window Putty	Exterior	RACM	50 ft ²	2%

**NOTE: If the mastic is removed using mechanical means it will be considered a regulated ACM (RACM) and must be disposed of as a non-RCRA hazardous waste.*

A.1.2 – Lead

Contractors performing work in this facility are herein notified that various building components are to be considered lead-containing or are coated with LCP.

Lead containing/contaminated waste is to be collected and profiled to determine whether waste is classified as non-hazardous solid or hazardous waste. For the purposes of this bid, the following painted components and those similar, shall be considered to contain lead, and all waste should be considered non-hazardous waste. A separate line item may be included for disposal of the lead abatement waste that may be classified as hazardous waste in California.

1. Lead-containing paint/materials

Harrison Library Painting

Sample No.	Color	Substrate	Component	Lead Content (wt%)
L1	Tan	Plaster	Interior wall	0.133
L2	Tan	Wood	Interior door	0.412
L3	Tan	Wood	Interior door	0.819
L4	Tan	Wood	Interior window	0.314
L5	Tan	Wood	Interior window frame	0.305
L6	Tan	Metal	Fire extinguisher box	0.032
L7	Tan	Metal	Pipe	0.050
L8	Tan	Wood	Baseboard	0.145
L9	Tan	Wood	Shelving	0.045
L13	Brown	Wood	Cabinetry	0.094
L14	Brown	Wood	Baseboard	0.317
L15	Tan	Wood	Cabinetry	0.170
L17	Tan	Plaster	Fireplace	0.506
L18	Brown	Wood	Window frame	0.609
L19	Light brown	Wood	Beam	0.654
L23	Light brown	Wood	Post	1.58
L24	Tan	Metal	Grate	0.383
L25	Brown	Wood	Door frame	2.23
L27	Green	Wood	Exterior beam	2.44
L28	Blue	Wood	Exterior beam	1.49
L29	Red	Wood	Exterior post	17.1
L30	Off-white	Wood	Exterior rail	0.036
L32	Black	Wood	Exterior Post	4.66
L33	Tan	Wood	Exterior door	1.38
L34	Tan	Wood	Exterior door frame	3.17
L35	Tan	Stucco	Exterior wall	0.059
L36	Tan	Wood	Exterior window	1.31
L37	Tan	Wood	Exterior window frame	1.88
L38	Tan	Metal	Exterior downspout	0.422
L39	Black	Metal	Exterior rail	5.21
L40	Light blue	Wood	Exterior window	1.27
L41	Light blue	Wood	Exterior window trim	0.631
L42	Tan	Metal	Exterior pipe	0.124
L43	Blue	Wood	Exterior door	3.91
L45	Off-white	Wood	Exterior flagpole	3.70

Sunset Center Exterior Painting

North Main Building

Sample No.	Color	Substrate	Component	Lead Content (wt%)
L2	Brown	Wood	Exterior window	0.288
L3	Brown	Wood	Exterior window frame	5.81
L5	Brown	Wood	Exterior door frame	18.5
L7	Brown	Wood	Exterior pillar	6.16
L8	Brown	Wood	Exterior beam	12.1
L9	Brown	Wood	Exterior eave	3.82
L10	Light brown	Wood	Exterior window	0.305
L11	Light brown	Wood	Exterior window frame	0.176
L12	Light brown	Wood	Exterior pillar	35.6
L13	Light brown	Wood	Exterior bam	21.2
L14	Light brown	Metal	Downspout	0.236
L15	Tan	Concrete	Exterior ramp	12.0

B. **Air Monitoring.** The Owner's on-site representative may conduct daily work area monitoring and final air monitoring.

C. **Schedule of Work.** Detailed scheduling requirements shall be coordinated with and approved by the Owner prior to the start of work. Detailed project schedule, including the sequence and phasing of activities, shall be established in conjunction with all trades participating in the project.

D. **Contractor's Duties**

1. Except as specifically noted, provide and pay for: Labor, materials, and equipment tools, construction equipment, and machinery, other facilities and services necessary for proper execution and completion of work.
2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at the time of bids:

Permits
Government Fees
Licenses
4. Give required notices to local, state, and federal agencies.
5. Comply with all applicable codes, ordinance, rules, regulations, orders and other legal requirements of local, state and federal agencies (e.g. City of Carmel-by-the-Sea, Monterey Bay Air Resources District, EPA, Cal/OSHA, and OSHA). Where conflicts occur between these specifications and/or the above-mentioned regulations, the more stringent shall govern.
6. Enforce strict discipline and good order among employees. Do not employ on the project untrained or unqualified persons.
7. Comply with all applicable federal, state, and local laws regarding job discrimination.

8. The use of the best available technology, procedures, and methods for

preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the Abatement Contractor.

9. Assume responsibility for the proper and safe execution of the work.

- E. **Coordination:** The Contractor shall be responsible for the coordination of all HazMat Work with all Remodel Work.

1.2 WORK NOT INCLUDED IN THE CONTRACT DOCUMENTS

- A. **Replacement of removed materials and systems.** Replacement of removed materials and systems is not part of the HazMat Work, but is part of the Remodel Work as indicated in the Drawings and Specifications prepared by the Architect.

- B. **Removal of non-hazardous materials and systems**

Non-Asbestos Materials

Harrison Library Painting

Material No.	Description	Location	Asbestos Content
1	Window putty	Exterior	ND
2	Stucco	Exterior	ND

Sunset Center Painting

North Main Building

Material No.	Description	Location	Asbestos Content
1	Stucco	Exterior	ND
3	Door frame caulk	Exterior	ND

Non-Lead

Harrison Library Painting

Sample No.	Color	Substrate	Component	Lead Content
L10	Tan	Metal	Dumbwaiter	BRL
L11	Tan	Metal	Dumbwaiter trim	BRL
L12	Black	Metal	Handrail	BRL
L16	Light brown	Plaster	Fireplace	BRL
L20	Off-white	Wood	Ceiling	BRL
L21	Light brown	Metal	Pipe	BRL
L22	Tan	Wb/JC	Wall	BRL
L26	Off-white	WB/JC	Wall	BRL
L31	Off-white	Wood	Exterior Deck	BRL
L44	Tan	Wood	Exterior beam	BRL

Sunset Center Exterior Painting

North Main Building

Sample No.	Color	Substrate	Component	Lead Content
L1	Tan	Stucco	Exterior wall	BRL
L4	Brown	Wood	Exterior door	BRL
L6	Black	Metal	Banister	BRL
L16	Tan	Metal	Rollup	BRL
L17	Brown	Wood	Garage door	BRL

1.3 DEMOLITION MATERIALS (RECYLING)

- a. Demolition Materials Categories. All demolished materials/equipment shall be separated by the Contractor into three (3) categories: (i) concrete and concrete type materials; (ii) steel and other metals; and (ii) general trash.

1.4 EXISTING CONDITIONS

- A. Existing conditions are reflected correctly to the best of M³'s and the Owner's knowledge. Should minor conditions be encountered which are not exactly as indicated, modification to new work shall be made as required at no additional expense to the building owner.
- B. Results of tests of hazardous materials are included in these contract documents. The Abatement Contractor is cautioned that, should interpretations be made, opinions be formed, and conclusions be drawn as a result of examining the test results, those interpretations, opinions, and conclusions will be those made, formed, and drawn solely by the Abatement Contractor.
- C. The Abatement Contractor is advised that the locations of all hazardous materials may not be clearly known and that he shall proceed with caution in all phases of the work. ACM may be uncovered during the course of the work and the Abatement Contractor may be directed by the Owner to include this material in the work at an agreed upon price.

1.5 PHASING

- A. The Owner will relinquish to the Abatement Contractor the abatement areas for the duration of the project.

1.6 STORAGE

- A. Limited storage space may be provided by the Owner.

1.7 BUILDING OCCUPANCY AND ACCESS RESTRICTIONS

- A. The building will be occupied for the duration of the project.
- B. The Abatement Contractor's employees will be confined to the work area in which work is being performed for the duration of their shift. Sufficient space for the taking of breaks and lunch will be designated by the Owner. No smoking will be permitted on the premises (Building or Grounds).

1.8 WORKING DAYS AND HOURS

- A. Schedule

The Contractor shall prepare a construction schedule that for all of the Work, including the Work indicated in the architectural drawings and specifications as well as the Work indicated

in these HazMat Specifications, which indicate the required dates for completing hazardous materials abatement activities. The Abatement Contractor shall be responsible for compliance with the schedule. The Contractor shall be liable to the Owner for delays or other impacts of the failure of the Abatement Contractor to comply with the construction schedule.

1.9 PARKING

- A. Limited parking will be available on the property or on-street where applicable.

1.10 BUILDING SECURITY

- A. Maintain personnel on the site at all times when any portion of the work area(s), is open or not properly secured including at hazardous waste transport vehicle. Secure work areas completely at the end of each working day. The Contractor is responsible for security at the Site at all times during the Work; no adjustment of the Contract Time or Contract Price will be allowed for lost, stolen, damaged or destroyed materials, tools, equipment and related items.

1.11 SEGREGATION OF WORK AREAS

- A. Segregate work areas where work under these HazMat Specifications is being performed from the surrounding occupied or unoccupied areas.

1.12 OBSERVATIONS

- A. An air monitoring and observation service may observe the status and progress of the work for completeness and general compliance with the requirements of the contract documents. See Abatement Observation Service Section for further information.

1.13 SIGN-IN/OUT LOG

- A. All of the Abatement Contractor's personnel and project site visitors shall sign-in/out on a daily basis for the duration of this portion of the project.

1.14 UTILITIES

- A. Electrical power and water to the building will not be disabled. The Abatement Contractor will have access to power and water during abatement activities.

1.15 SALVAGEABLE MATERIALS

- A. Consider all asbestos and lead materials and contaminated items demolished or removed in the execution of the work unsalvageable unless specifically noted otherwise in these specifications.

1.16 WORK BY OTHERS

- A. Coordinate and schedule the work of these specifications in a manner that will expedite the transition to future work by others under this contract.
- B. Work by others includes, but is not necessarily limited to the following:
 - 1. Painting and coating.

1.17 HVAC AND ELECTRICAL SYSTEM

- A. HVAC and electrical systems may not have been disabled at the site. Shut down execution or improper execution by the Owner does not relieve the Contractor of his responsibility to protect his employees, employees of Subcontractors, the public and others performing

services on the project from injury or electrical hazards. The Contractor shall be responsible for performing testing, inspecting and the taking of other precautions to ensure the safety persons and property in and about the Site.

1.18 ABATEMENT CONTRACTOR USE OF SITE

- A. The Contractor shall coordinate use of the Site by the Abatement Contractor and other contractors engaged in the Work. Abatement Contractor shall agree to abide by the Owner's determination as to concurrent use or priority of access and to perform its work in compliance with the Owner's resolution at no additional cost to the Owner.
- B. **USE OF THE SITE:** Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
 - 1. Keep existing driveways and entrances serving the premises clear and available to the Owner and its employees at all times. Do not use these areas for parking or storage of materials.
 - 2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to areas acceptable to the Owner. If additional storage is necessary, obtain and pay for such storage off-site.
 - 3. Do not load structure with weight that will endanger structure.
 - 4. Assume full responsibility for protection and safekeeping of products stored on premises.
 - 5. Move any stored products that interfere with operations of the Owner or other Abatement Contractors.
 - 6. Take all cautions necessary to ensure there is no hazardous materials contamination to those areas not included in work schedule. Should areas outside the work area become contaminated with hazardous material containing materials, the Abatement Contractor shall immediately inform the Owner's Representative and proceed to clean the areas as directed by the Owner's Representative utilizing the wet cleaning and High Efficiency Particulate Air (HEPA) vacuum methods specified herein.
- C. **ABATEMENT CONTRACTOR'S USE OF THE EXISTING BUILDINGS:** Maintain the existing buildings in a safe condition throughout the construction period. Take all precautions necessary to protect the building and its occupants during the construction period.
 - 1. Keep public areas such as hallways, stairs, and toilet rooms free from accumulation of waste material, rubbish or construction debris.
 - 2. Smoking will not be permitted within the project area or any other location within the building.
- D. **SECURITY:** Comply with standard the Owner security requirements. All Abatement Contractor's personnel must wear or maintain required identification when on site.

1.19 OWNER OCCUPANCY:

- A. **PARTIAL OWNER OCCUPANCY:** The Owner reserves the right to place and install equipment as necessary in areas of the building in which all abatement and project decontamination procedures have been completed, and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially

interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work.

1.20 APPLICABILITY OF ALL SECTIONS OF SPECIFICATIONS:

- A. All sections of the project manual are interdependent and applicable to the Project as a whole.

1.21 DIVISION OF SPECIFICATIONS:

- A. The specifications are divided for convenience into sections as set forth in the Contents. The actual limitation of work in the various trades and/or sections of the specifications are the responsibility of the Abatement Contractor.

1.22 EXAMINATION OF THE SITE AND VERIFICATION OF CONDITIONS:

- A. Abatement Contractor shall examine the site and become acquainted with the conditions under which the work is to be carried out. Upon submitting Abatement Contractor's bid, Abatement Contractor shall be held to have made such examination, and no allowance for extras will be allowed for any error or oversight resulting from Abatement Contractor's unfamiliarity with the site or existing conditions. Abatement Contractor shall obtain accurate field dimensions of all related areas, spaces, openings, levels, and items of adjacent work and, before commencing work, report to the Owner and/or owner's representative in writing all discrepancies between the Contract Documents and the actual field conditions.

1.23 OWNER RULES

- A. The Abatement Contractor shall abide by all facility security rules and regulations.

1.24 DEFINITIONS

- A. HazMat Work. The term "HazMat Work" refers to all of the work and other requirements set forth in these HazMat Specifications.
- B. Remodel Work. The term "Remodel Work" refers to all of the work and other requirements set forth in the architectural drawings and specifications for the renovation.
- C. Work or Project. References to the "Work" or the "Project" shall mean the HazMat Work and the Remodel Work.
- D. Contractor. The term "Contractor" refers to the Contractor awarded the Contract by the Owner for the Project.
- E. Abatement Contractor. The term "Abatement Contractor" is used for convenience of reference to the contractor(s) duly licensed, certified and qualified to complete the HazMat Work. Notwithstanding description herein of any HazMat Work to be completed by the Abatement Contractor, all HazMat Work is the responsibility of the Contractor.
- F. Owner. The term "Owner" refers to the City of Carmel-by-the-Sea (City).
- G. Owner's Representative and/or Observation Service refers to the City's hazardous materials abatement consultant/observation service M³ Environmental LLC.

END OF SECTION

SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Make submittals required by these specifications and revise and resubmit as necessary to establish compliance with the specified requirements. **Submit documents listed in this section item 2.4 "Submittals and Notifications".**
- B. Related Work:
 - 1. Individual requirements for submittals also may be described in pertinent sections of these HazMat Specifications.
- C. Work not included:
 - 1. The Contractor may require the Abatement Contractor to provide drawings, setting diagrams, and similar information to help coordinate the work, but such data shall remain between the Abatement Contractor and the Contractor.

1.2 QUALITY ASSURANCE

- A. Contractor Coordination of submittals:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

NOTE: Some materials or equipment specified cannot be substituted. These materials or equipment will be followed by the statement "no substitution will be considered." The Owner shall have final determination on approval or rejection of substitutions.

- 2. The following products do not require further approval except for interface with the work:
 - a. Products specified by reference to standard specifications such as ASTM and similar standards.
 - 3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this work by the Owner.
- C. "Or equal":
 - 1. Where the phrase "or equal," or "or equal as approved by the Owner occurs in these specifications, do not assume that the materials, equipment, or methods will be approved as "equal" unless the item has been specifically so approved for this work.
 - 2. Decisions of the Owner shall be final.

1.3 SUBMITTALS

- A. Make submittals of shop drawings, samples, substitution requests, and other items under the provisions of these specifications.

PART 2 - EXECUTION

2.1 IDENTIFICATION OF SUBMITTALS

- A. When material is re-submitted for any reason, send under a new letter of transmittal.
- B. Accompany submittal package with a letter of transmittal on Contractor's letterhead showing all information required for identification and checking. Submittal packages must be sent to the Project Architect for initial review and further dissemination.
- C. Maintain an accurate submittal log for the duration of the work, showing current status of all submittals at all times. Make the log available to the Owner and M³ for review upon request.

2.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to ensure that information is available for checking each item when it is received.
 - 1. Partial submittals may be rejected as not complying with the provisions of the contract.
 - 2. The Contractor is liable for delays resulting from rejected submittals.

2.3 TIMING OF SUBMITTALS

- A. Make submittals far enough before scheduled dates or abatement to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.
- B. In scheduling, allow at **least 10 working days prior to the prestart meeting** for review of the submittals.

2.4 SUBMITTALS AND NOTIFICATIONS

No work will be allowed to start until these documents have been submitted to reviewed and approved in writing by the Observation Service.

- A. **Personnel Training:** Abatement Contractor shall submit for review (1) declaration certifying that all Abatement Contractor's employees have been adequately trained, and (2) a photocopy of training certificates for each employee from their respective training agency or organization. When certified or other formal worker training is required by state or local agencies, Abatement Contractor may submit a photocopy of the employee's asbestos worker certification card in lieu of training certificates. Distinguish between full-time personnel and pick up labor.
- B. **Respirators:** Submit for review manufacturer's certification that the respirators to be used in this project comply with government agency requirements. Abatement Contractor's certifications for each employee must clearly state that each employee has been fit tested and properly trained in the use of respirators.

- C. **Medical Examinations:** Submit proof that all persons who will be entering contaminated areas have current (less than one year prior to the date of their participation on the project) medical examinations in accordance with the appropriate Cal/OSHA standard. Furnish physician's interpretation of said examinations to the observation service.

Lead

Medical monitoring information for licensed supervisors and deleader workers including, as required OSHA 1926.62, blood lead testing results and pulmonary function tests (PFT).

- D. **Abatement Product Data:** Within five days after the Abatement Contractor has received Owner notice of award, submit manufacturer's catalogue, samples, safety data sheets (SDS), and other items needed to demonstrate fully the quality of the proposed abatement materials. Under no circumstances shall proposed materials be used before written approval from the Owner or the observation service. Submittals are required if the following materials are proposed (not necessarily a complete list.) Do not submit data on products not proposed for the HazMat Work:

1. Encapsulant
2. Surfactant
3. Polyethylene Sheeting
4. Lagging Adhesive
5. Glovebags
6. Solvents
7. Mastic Removers
8. Spray Glue

- E. **Waste Transportation:** Submit for review the method of transport of hazardous waste, including the name, address, EPA ID number, and telephone number of the transporter(s). Include a copy of the hazardous waste hauler registration with the California Department of Toxic Substances Control (DTSC).
- F. **Hazardous Waste Disposal Facility:** Submit for approval the name, address, EPA ID number, and telephone number of the hazardous waste disposal facility(s) to be used. Include copy of letter of approval from the California Regional Water Quality Control Board for the disposal facility for asbestos.
- G. **HazMat Work Plan:** Submit for approval a detailed plan of the work procedures to be used in the removal, repair, clean-up or encapsulation of ACM and LCP.

For items to be included in the work plan for lead removal work, refer to section 2080 Lead Containing Paint Removal sub section E "Pre-construction submittal". The plan must be approved in writing by the observation service before the start of any work. Such a plan shall include:

1. **Project Work Area Drawings:** Show on Abatement Contractor-developed drawings or sketch (not to scale) any changes to the (proposal submitted) floor plans and drawings, delineating the containment areas (individually numbered), the pressure differential system including the locations and quantity of negative air pressure equipment, the location of all fire extinguishers, view ports, decontamination chambers, entrances, and emergency exits, from the work areas. Show the location and construction of storage facilities and field office and security provisions in and around the premises.
2. **Layout and construction details of decontamination enclosure systems.** Include a sketch. Methods of providing hot and cold running water for showers in the work decontamination enclosure system.

3. Project schedule including important milestones (onsite mobilization, work area preparation, asbestos-containing material removal, ACM waste bag out, detail cleaning/surface decontamination, final clearance evaluation, completion date, etc.) critical paths and interface of trades involved in the Work.
 4. Manpower estimate by work shift.
 5. Schedule for waste removal.
 6. Requirements for material handling and or installation of large equipment (e.g. elevator access).
 7. Procedures for isolating the ventilation system.
 8. Proposed method of sealing openings to the inside of column casings, wall spaces, or other openings.
 9. Quantity, type, and locations of HEPA filter equipped exhaust ventilation units and means of continually measuring and recording differential static pressure between the inside and outside of the containment. Include negative air equipment calculations.
 10. **NOT REQUIRED:** Current dioctyl phthalate (DOP) or other aerosol challenge test certificates for HEPA filter-equipped negative pressure exhaust ventilation units and vacuum cleaners. Equipment must be clean when brought to the site. The observation will inspect equipment for cleanliness and may reject if visible debris or damage is noted.
 11. Asbestos and Lead removal methods and procedures.
 12. Procedures for decontamination of personnel, work areas, and equipment.
 13. Procedures for final decontamination of work area and cleanup.
 14. Procedures for handling waste disposal, and location of proposed disposal site.
 15. Personal air monitoring procedures.
 16. Names of superintendent, foremen, project manager and other key personnel, and their day time and emergency telephone numbers.
 17. A contingency plan, in the event of a major contamination incident caused by fire (on or off the floor being abated), a large breach in the work area containment barrier, the opening of stairwell doors, breakage of the building's exterior windows or sabotage. Such a plan will focus on how to maintain safety and order when the building is fully occupied by office employees and other building users.
- H. **Abatement Contractor's Site-Specific Health and Safety Plan:** Submit for approval a detailed plan addressing health and safety elements of project work, including but not limited to:
1. General health and safety.
 2. Worker training related to health and safety issues.
 3. Personnel protective measures, including respiratory protective equipment, protective clothing, head, eye, hand, foot protection, and fall protection.

4. Procedures for working around wall spaces and other ceiling openings.
 5. Procedures for demarcating and guarding wall space and other ceiling openings.
 6. Procedures for lockout/tagout of electrical and mechanical systems.
 7. Electrical safety issues.
 8. Air monitoring strategy to evaluate Abatement Contractors employees' personal exposures to asbestos and as applicable, any other chemical materials that are used.
 9. Fire prevention and protection plan.
 10. Procedures for dealing with heat stress.
 11. Emergency procedures (including, but not limited to, medical, fire, toxic atmospheres, electrical hazards, evacuation, cleanup of unintended release, power outages).
 12. Firewatch Plan including any sketches necessary to clearly describe the plan.
 13. Schedule for regular meeting to discuss safety/health issues.
- I. **Equipment Certification:** Submittals to include manufacturers' certification that vacuums, negative air pressure equipment filters, and other local exhaust ventilation equipment conform to ANSI Z9.2-1979.
- J. **Rental Equipment:** When rental equipment is to be used in removal areas or to transport waste materials, a copy of the written notification provided to the rental company informing them of the nature of use of the rented equipment shall be signed by the rental company and submitted to the observation service.
- K. **Notifications:** The Contractor and Abatement Contractor shall be fully responsible for notifications of federal state, and local authorities, and for obtaining necessary permits in accordance with applicable regulations including, but not limited to the following:
- Notifying the Monterey Bay Air Resources District (MBARD) in writing at least 10 working days prior to commencement of regulated asbestos related activities.
 - Notifying the nearest Cal/OSHA office at least 24 hours prior to any asbestos related work.
 - Obtaining any city permits required for asbestos abatement or construction activities.
- All notifications shall contain as a minimum the following information:
1. Name, address and telephone number of the Owner including the contact person.
 2. Name, address, EPA numbers, license number and telephone number of the Abatement Contractor including the contact person.
 3. Name, address and description of the building, including size, age, and prior use of building.

4. The type and quantity of friable asbestos material involved and the description of the work.
5. Scheduled starting and completion dates.
6. Procedures that shall be employed to comply with the regulations.
7. The name, address, EPA number and telephone number of the transporter.
8. The name and address of the hazardous waste disposal facility where the asbestos waste shall be deposited.
9. The name and address of the Contractor.

Copies of all government agency correspondence and proof of delivery shall be delivered to the observation service. No work shall commence until verification of required notifications is made by the observation service.

L. Licenses:

Asbestos

Provide proof of State of California Contractors State License Board license (Asbestos C-22) and proof of Certificate of Registration for Asbestos-Related work with the Division of Occupational Safety and Health (DOSH) in accordance with Labor Code, Section 6501.8.

Lead

The contractor shall have the EPA's Renovation, Repair and Painting RRP) certification. The abatement supervisor shall be a California Department of Public Health (CDPH) certified lead related construction supervisor. All workers and supervisors performing deleading activities shall have successfully completed CDPH training. Copies of all notifications, permits, applications, licenses and like documents required by Federal, State, or local regulations

- M. **Certifications:** Encapsulant manufacturer's certification (when required) that the Abatement Contractor is an approved applicator of the encapsulants to be used on this project.
- N. **Scaffolding:** Submit to the observation service prior to abatement work, certification from a licensed civil or structural engineer that the scaffolding design and installation is safe and adequate for the purpose for which it will be used. Submit a copy of the scaffolding permit when required by local regulatory agencies.
- O. **First-Aid Supplies:** Provide a list in the form of a checklist, of the contents of the first-aid kit.
- P. **Fire Extinguishers:** Provide product data, and submit a schedule indicating the locations of the extinguishers at the job site.
- Q. **Manometer:** Shall have a built-in alarm and continuous hard copy readout.

2.5 REVIEW BY OWNER OR OWNER'S REPRESENTATIVE

- A. Review by the Owner and the Owner's representatives does not relieve the Contractor or Abatement Contractor from responsibility for errors that may exist in the submitted data.
- B. Revisions:
 1. Make revisions required by the Owner or Owner's Representative.

2. If the Contractor considers any required revision to be a change, he shall so notify the Owner and the Owner's Representative in writing.
 3. Make only those revisions directed or approved by the Owner or the Owner's Representative.
- C. Reimbursement of the Owner or the Owner's Representative's costs:
1. In the event substitutions are proposed to the Owner and the Owner's representative after the contract has been awarded, the Owner and the Owner's representative will record all time used by him and by his consultants in evaluation of each such proposed substitution.
 2. Whether the Owner or the Owner's representative approves or disapproves a proposed substitution, the Abatement Contractor, promptly upon receipt of billing from the Owner or the Owner's representative, shall reimburse the Owner the normal billing rate of the Owner and the Owner's representative, or the Owner is authorized to withhold funds from the contract sum for all time spent by the aforesaid in evaluating the proposed substitution.

END OF SECTION

**ABATEMENT OBSERVATION SERVICES
(THIS SECTION IS FOR REFERENCE ONLY; CITY WILL CONTRACT
WITH ABATEMENT OBSERVATION SERVICE PROVIDER DIRECTLY)**

The following are not contractual requirements but are submitted for the information of the Contractor and Abatement Contractor. The Owner will contract with a hazardous materials abatement monitoring and observation service to provide services described herein. The Owner reserves the right to make modifications in such observation services.

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Owner will contract with an independent abatement observation service, as specified herein.
- B. The observation service Project Manager shall be a California Department of Occupational Safety and Health (DOSH) Certified Asbestos Consultant (CAC). The on-site technician shall be at a minimum a DOSH site surveillance technician (CSST) and CDPH lead sampling technician.

1.2 SUBMITTALS

- A. The observation service shall secure the Owner's advance approval of date and time for the pre-project meeting and safety conference.
 - 1. Notify the Owner, Contractor, building personnel, the Abatement Contractor, and other interested parties, and secure their agreement to attend.
 - 2. The safety conference shall include discussions of the Contractor and Abatement Contractor safety programs and such means, methods, devices, processes, practices, conditions or operations as the Contractor and Abatement Contractor intend to use in providing a safe place of employment.
 - 3. The safety conference shall include representatives of the Owner, Contractor and the Abatement Contractor.
- B. Records:
 - 1. The observation service shall maintain a complete and legible file, in chronological order, containing a copy of each of the following: meeting minutes, field report, submittal, hazardous waste manifest, air, bulk and core sample monitoring results, governing agency notification and correspondence, employee and visitor attendance log and other communications received relative to the work of this section.
 - 2. Upon completion of the HazMat Work, deliver one copy of the job book to the Owner. The job book shall include all records herein before specified, project specifications, contracts, certificate of worker's release, employee medical reports, Abatement Contractor's work procedures, employee training certification, product and equipment data and all other documents, correspondence, and information relative to the project.
 - 3. At the conclusion of this contract, submit the Project Record Documents to the Owner.

PART 2 - EXECUTION

2.1 COORDINATION

- A. Coordinate, as necessary, with other trades to ensure proper and adequate provision in the work of those trades for interface with HazMat Work.
- B. Coordinate, as necessary, with the Owner and the Abatement Contractor to assure proper execution of these specifications.

2.2 PRE-PROJECT MEETING AND SAFETY CONFERENCE

- A. Conduct a Pre-Project Meeting and Safety Conference at the job site and:
 - 1. Except as otherwise directed by the Owner, the Owner's representative will conduct the meeting, will take minutes of the meeting, and will record all agreements reached as a result of the job walk and meeting.
 - 2. Visually inspect all rooms, areas, and cavities where abatement work is scheduled. Determine general acceptability of the work areas by the Abatement Contractor, and determine areas requiring further pre-project preparation by the Owner. Inspections that create hazards for the safety conference participants or facility occupants are prohibited.
 - 3. Discuss the proposed schedule for the asbestos abatement work, as well as the appropriate work days and work hours.
 - 4. Discuss proposed engineering controls, including methods for establishing contained work areas and decontamination enclosure systems, and the equipment to be used.
 - 5. Discuss proposed work procedures, including removal and cleaning methods and personnel to be used.
 - 6. Discuss potential problems arising from use of engineering controls, methods and procedures that are not in conformance with the specifications.
 - 7. Discuss observation methods to be used, and reports to be issued by the observation service.
 - 8. Discuss air testing procedures and standards for clearance testing.
 - 9. Discuss responsibilities of observation service.
 - 10. Discuss the Abatement Contractor's safety program for the HazMat Work, including emergency procedures, to ensure a safe place of employment.
 - 11. Discuss the Contractor's security program.

2.3 OBSERVATION DURING ABATEMENT ACTIVITIES

- A. Verify that abatement materials delivered to the job site, are those approved or specified for use on this work and that all equipment arriving on site is clean and is not contaminated from a previous job site. Any equipment arriving on site that is deemed by the on-site technician to be dirty or unsafe must be cleaned off site or removed.

The Abatement Contractor will provide the on-site technician with the proper documentation (in the form of pre-submittal book solely for use by the on-site technician), pertaining to the workers' certifications, job notifications (Fed/OSHA, Cal/OSHA, MBARD), safety data sheets, etc. Aerosol challenge testing of all negative air machines and HEPA vacuums will be performed on site before the commencement of abatement by the Abatement Contractor at his cost. The equipment that was tested and passed will remain on site for all phases of the HazMat Work and the proper documentation will be submitted to the on-site technician.

- B. Visually observe progress of work, including but not necessarily limited to the following:
 - 1. Verify contained work areas and decontamination enclosure system design and installation.
 - 2. Verify that abatement engineering controls; methods and procedures specified by the specifications are being followed.
 - 3. Call the attention of the Contractor and Abatement Contractor's representative on the job to unacceptable engineering controls, methods and procedures or unacceptable results.
 - 4. Report to the Owner and Contractor if the Abatement Contractor fails to correct unacceptable methods and procedures or unacceptable results.
 - 5. Conduct air monitoring and collect bulk samples in accordance with other sections of the HazMat Specifications.
 - 6. Conduct periodic reviews of isolation and containment barriers to determine if they are in compliance with the requirements of the HazMat Specifications.
- C. Perform air monitoring throughout the Site to ensure that the HazMat Work is done in conformance with the asbestos fiber concentration limits specified herein.
 - 1. Conduct area monitoring inside and outside of the contained work areas determined to be appropriate. Provide area monitoring at least once every work shift for the duration of the abatement. Monitoring shall be conducted inside the work areas and at critical locations adjacent to the work area, including negative air pressure equipment exhausts. At the discretion of the observation service, more frequent area monitoring may be provided.
- D. Make Pre-final and Final Reviews of the Project.
 - 1. Compile a punch list during the pre-final review of unacceptable results to be corrected.
 - 2. Deliver a copy of the punch list to the Contractor and Abatement Contractor, and to others as appropriate.
 - 3. Verify proper resolution or mitigation of all items on the punch list during the final review(s).
- E. Conduct clearance asbestos monitoring as defined in these HazMat Specifications.

2.4 STOPPING THE WORK

- A. If, at any time, the Owner, the Owner's Representative, or the observation service decides that work practices are violating pertinent regulations or, in its opinion, endangering

building users, workers, the Owner's employees, or the public, it will immediately notify the Contractor (followed up in writing) that operations shall cease until corrective action is taken by the Contractor and/or Abatement Contractor. The Contractor and/or Abatement Contractor shall take such corrective action before proceeding with the HazMat Work. Loss or damage due to stop work order(s) shall be the Contractor's responsibility.

1. A stop work order, issued by the Owner, the Owner's Representative, or the observation service, shall be effective immediately if area air monitoring results inside or outside the work area exceed the airborne concentration limits specified herein as the "Maximum Acceptable Level." HazMat Work will stop until the Abatement Contractor's work practices are amended to the satisfaction of the Owner, the Owner's Representative, or the observation service. Standby time required to resolve the violation shall be at the Contractor's expense.
2. A stop work order shall be effective immediately if the HazMat Work is found to be in violation of these HazMat Specifications. Work will stop until the violation is resolved. Standby time required to resolve the violation shall be at the Contractor's expense.

2.5 REPORTS

- A. Make daily written reports of observation activities for the Owner's use.
- B. Initiate or issue notices to proceed, stop work order notices, and other formal notices to the Contractor and/or Abatement Contractor and the Owner.
- C. Upon completion of the HazMat Work compile a job book covering activities performed under this Section, and deliver one copy to the Owner.

2.6 LIMITS OF RESPONSIBILITIES

- A. During progress of the HazMat Work, the observation service is required to:
 1. Make visual observations and compile reports described in this Section.
 2. Advise the Contractor's representative on the job as to unacceptable methods and procedures and unacceptable results when so observed.
- B. In connection with the HazMat Work, "unacceptable methods and procedures, and unacceptable results" mean methods and results other than:
 1. Those recommended by the manufacturer of approved products and materials.
 2. Those required by pertinent regulations of governmental agencies having jurisdiction.
 3. Those required by these HazMat Specifications.

NOTE: When conflicts occur among the above standards, the most stringent shall apply.

- C. The observation service is not empowered to:
 1. Act for, or in lieu of, representatives of the governmental regulatory agencies having jurisdiction.

2. Give directions to the Contractor or Abatement Contractor, the Abatement Contractor's consultant, sub-subcontractors of the Abatement Contractor, or workers on the job beyond the authority of stated in these HazMat Specifications.
- D. Failure of the Owner, the Owner's Representative, or the observation service to notice unacceptable methods, materials and procedures or unacceptable results during progress of the work will not absolve the Contractor or Abatement Contractor from the responsibility to complete the HazMat Work in accordance with the specified requirements and the agreed methods.

END OF SECTION

**PRODUCT HANDLING
(BY CONTRACTOR)**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Protect products scheduled for use in the work by means including, but not necessarily limited to, those described in this Section.
- B. Related Work:
 - 1. Additional procedures also may be prescribed in other Sections of these specifications.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to ensure full protection of work and materials for the HazMat Work.

1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Owner, the Owner's Representative, or the observation service, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Owner, the Owner's Representative, or the observation service may reject as noncomplying such material and products that do not bear satisfactory identification as to manufacturer, grade, quality, and other pertinent information.

END OF SECTION

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Throughout the progress of the HazMat Work, the Abatement Contractor will notify the observation service in writing of all hazardous materials specified to be removed under this contract which, when verified to meet one of two categories described below, will not be removed from the work area. This will be done so that the "Project Record Documents" can be annotated to provide factual information regarding all aspects of the work and to enable future modifications of the building to proceed with a reduced risk of exposure to unknown deposits of ACM and LCP. Materials that shall be identified in the project record documents include:
 - a. Hazardous Materials that cannot be removed without causing damage to structural (load bearing) members of the building. This does not include situations in which the specifications specifically authorize the destruction of structural members to access hazardous materials.
 - b. Hazardous Materials discovered in the work area during the course of the project which were not part of the scope of work and have not been added to the scope of work by the Owner.

1.2 QUALITY ASSURANCE

- A. The supervisor or foreman of each crew will be instructed to report any known or suspected ACM that cannot be removed to the observation service within 24 hours of encountering the material. Once it has been determined that the materials shall not be removed, the Abatement Contractor shall legibly annotate the description and quantities of the material on a separate set of construction plans. The plans are to be submitted to the observation service at the conclusion of the abatement phase of this contract.

PART 2 - PRODUCT

2.1 FINAL REVIEW

- A. The crew foremen and supervisors shall conduct a review of the annotated project record documents with the observation service to ensure that all ACM, which will remain at the site, have been noted. The review may take place during the pre-final review, but before any enclosure work, which would prohibit verification of the material.
- B. The Abatement Contractor shall sign an affidavit stating that the project record documents are correct to the best of his knowledge.

END OF SECTION

ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. **Work included:** Abatement Contractor shall furnish all labor, materials, services, permits, insurance (specifically covering the handling and transportation of Hazardous Material and equipment which is specified, shown, or reasonably implied for asbestos abatement activities).
- B. **Related Work:** None.
- C. **Applicable Publications:** The publications listed below form a part of these Specifications to the extent referenced. The publications are referred to in the text by the basic designation only.
1. Code of Federal Regulations (CFR) Publications:

29 CFR 1910.1001	Asbestos
29 CFR 1910.1200	Hazard Communication
29 CFR 1910.20	Access to Employee Exposure and Medical Records
29 CFR 1910.132	General Requirements - Personal Protective Equipment
29 CFR 1910.133	Eye and Face Protection
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.145	Specifications for Accident Prevention, Signs and Tags
29 CFR 1926.1101	Asbestos
40 CFR 61, Subpart A	General Conditions
40 CFR 61, Subpart M	National Emission Standards for Asbestos
40 CFR 61.152	Standard for Waste Disposal for Manufacturing, Demolition, Renovation, Spraying and Fabrication Operations
40 CFR Part 763	Asbestos Containing Materials Schools; Final Rule and Notice
 2. American National Standard Institute (ANSI) Publications:

Z9.2-1979	Fundamentals Governing The Design and Operation of Local Exhaust Systems
Z88.2-1992	Practices for Respiratory Protection

3. National Fire Protection Association (NFPA):

70-1984	National Electric Code
10-1984	Fire Extinguishers
4. U. S. Environmental Protection Agency (EPA):

Publication No. 560/5-85-024	Guidance for Controlling Asbestos-Containing Materials in Buildings, June, 1985
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5. American Society for Testing Materials (ASTM) Publications:

E 849-82	Safety and Health Requirements Relating to Occupational Exposures to Asbestos
P-189	Specifications for Encapsulants for Friable Asbestos-Containing Materials
6. National Institute of Occupational Safety and Health (NIOSH) Publications:

Manual of Analytical Methods, 2nd Ed., Vol. 1. Physical and Chemical Analysis Method (P&CAM): Method 7400	Fibers (N1, 3rd Ed., Vol. 1.)
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7. Underwriters Laboratories, Inc. (UL) Publications:

586-77 (R1982)	Test Performance of High Efficiency, Particulate, Air Filter Units
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8. Title 8 California Code of Regulations:

Section 5208	General Industry Safety Orders
Section 5144	Respirator Regulations
Section 1529	Construction Industry Safety Orders, Asbestos Standard
Section 341.6 -341.14	Registration for Asbestos Related Work
9. Monterey Bay Air Resources District Rule 424

1.2 DEFINITIONS

Abatement: Procedures to control fiber release from asbestos-containing building materials. Includes removal, encapsulation, and enclosure.

AHERA: - Asbestos Hazard Emergency Response Act.

Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.

Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.

Air Sampling Professional: The professional contracted or employed to supervise air monitoring and analysis schemes. This individual is also responsible for recognition of technical deficiencies in worker protection equipment and procedures during both planning and on-site phases of an abatement project.

Amended Water: Water to which a surfactant has been added.

Area Monitoring: Sampling of airborne fiber concentrations

Asbestos: Includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.

Asbestos-Containing Material (ACM): Material composed of asbestos of any type in an amount greater than 1 percent and by weight, either alone or mixed with other fibrous or nonfibrous materials.

Asbestos-Containing Construction Material (California OSHA definition): Any manufactured construction material which contains more than 1/10th of 1% asbestos by weight.

Asbestos Fibers: Asbestos fibers at least 5 micrometers in length having an aspect ratio of at least 3:1.

Authorized Visitor: Owner or Owner's Representative, Observation Service and any representative of a regulatory or other agency having jurisdiction over the Project.

Clean Room: An uncontaminated area or room which is a part of the worker decontamination enclosure with provisions for storage of workers' street clothes and protective equipment.

Contained Work Area: A work area which has been isolated, plasticized, and equipped with a decontamination enclosure system.

Curtained Doorway: A device to allow ingress or egress from one area to another while permitting minimal air movement between the areas, typically constructed by placing three overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, and securing the vertical edge of the outer two sheets along the opposite vertical side of the doorway.

Decontamination Enclosure System: A series of connected rooms, with air locks or curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one air lock to the work area.

Encapsulant (sealant): A liquid material which can be applied to ACM and which controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

Encapsulation: All herein-specified procedures necessary to apply an encapsulant to asbestos-containing building materials to control the possible release of asbestos fibers into the ambient air.

Enclosure: All herein-specified procedures necessary to enclose completely ACM behind airtight, impermeable, permanent barriers.

Excursion Limit: An exposure of airborne concentrations of asbestos fibers of one fiber per cubic centimeter of air (1f/cc) over a sampling period of thirty minutes.

Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

Equipment Decontamination Enclosure: That portion of a Decontamination Enclosure System designed for controlled transfer of materials, waste containers and equipment, typically consisting of a washroom and a holding area.

Friable Asbestos Material (40 CFR, Subpart M Definition): Material that contains more than one percent (1%) asbestos by weight and that can be broken, crumbled, pulverized, or reduced to powder by hand pressure when dry.

Fixed Object: A unit of equipment or furniture or other building component which cannot be detached from the building or can only be detached by destructive methods resulting in irreparable damage to the item.

Glovebag Method: A method with limited applications for removing small amounts of friable ACM from HVAC ducts, piping runs, valves, joints, elbows. The glovebag (typically constructed of 6-mil transparent polyethylene has two inward-projecting long sleeve rubber gloves, one and an internal tool pouch. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be abated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag method must be highly trained, experienced, and skilled in this method.

HEPA Filter: A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97 percent of all monodispersed particles including equal to or greater than 0.3 microns in mass median aerodynamic equivalent diameter.

HEPA Vacuum Equipment: Vacuuming equipment with a HEPA filter system.

Holding Area: A room in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an air lock.

Isolation: The sealing of all openings into a work area.

Isolated (noncontained) Work Area: A work area which is isolated, but has not been plasticized and may or may not be equipped with a decontamination enclosure system.

Maximum Acceptable Level: An exposure of airborne concentrations of fibers of 0.1 f/cc at any time within the contained work areas, and 0.01 f/cc outside of the work areas by PCM. This level is a contractual standard for this Project.

Movable Object: A unit of equipment, furniture or other building component which is detached or can be detached from the building without destructive methods or results.

Negative Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.

Nonfriable Asbestos-Containing Material: Material that contains more than one percent asbestos by weight in which the fibers have been locked in by a bonding agent, coating, binder, or other material so that the asbestos is well bound and will not release fibers during any appropriate end-use, handling, demolition, storage, transportation, processing, or disposal.

Observation Service: The agent of Owner or Owner's Representative who shall observe the work, perform tests, verify that abatement methods and procedures specified are being complied with, and reports all observations and test results to Owner or Owner's Representative.

Permissible Exposure Limit (PEL): An airborne concentration of asbestos in excess of 0.1 fibers per cubic centimeter of air as an 8-hour time-weighted average (TWA), as determined by the method prescribed in Appendix A of §1926.1101 (c) CFR.

Personal Monitoring: Sampling of Asbestos fiber concentrations within the breathing zone of an Asbestos Worker.

Plasticize: To cover floors, walls and other structural elements of a work area with polyethylene sheeting as herein specified with all seams securely taped with duct tape.

Removal: All herein-specified procedures necessary to remove ACM from the designated areas and to dispose of these materials at an acceptable site.

Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold or warm running water, and suitably arranged for complete showering during decontamination.

Surfactant: A chemical wetting agent added to water to reduce surface tension and improve penetration into the ACM.

TEM: Transmission Electron Microscopy

Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system where equipment and waste containers are decontaminated.

Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.

Work Area (Also known as "Regulated Area"): Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area which has been isolated, plasticized, and equipped with a decontamination enclosure system. An isolated (noncontained) work area is a work area which is isolated, but has not been plasticized and may or may not be equipped with a decontamination enclosure system.

Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room.

1.3 QUALITY CONTROL

- A. Safety Compliance: In addition to detailed requirements of this specification, comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities and publications regarding handling, storing, transporting, and disposing of asbestos waste materials. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work. Where the requirements of this specification and referenced documents vary, the most stringent requirement shall apply.
- B. Abatement Contractor shall have at least one copy each of 29 CFR Part 1910 - Occupational Safety and Health Standards, 29 CFR 1926.1101, 40 CFR Part 61, Subparts A & M, and all pertinent state and local regulations at his office and at the job site.
- C. Before the commencement of any work at the site, the Contractor and/or Abatement Contractor shall post bilingual (as appropriate) EPA and OSHA caution signs in and around the work area to comply with EPA and OSHA regulations.
- D. Area Monitoring shall be performed by the observation service, who will conduct air sampling of the Abatement Project (1) immediately outside the work area, (2) in the work area, and (3) for work area clearance after decontamination operations.
- E. Personal monitoring and other monitoring, which is required by law, or considered necessary by the Contractor or Abatement Contractor for worker protection shall be the responsibility of the Contractor and Abatement Contractor.

1.4 ADMINISTRATION OF THE CONTRACT

All Work is to be performed under the observation of the observation service and Owner's representative, who shall be free to enter and review all Work (see Abatement Observation Services).

1.5 SAFETY

Submittals to include written procedures for evacuation of injured workers. Aid for seriously injured workers shall not be delayed in order to comply with standard decontamination procedures. It is the responsibility of the Contractor and Abatement Contractor to decide if the seriousness of the injury warrants noncompliance with the standard decontamination procedures.

PART 2 - WORKER PROTECTION

2.1 TRAINING PROGRAM

- A. Each employee shall receive training in the proper handling of materials that contain asbestos, including all aspects of work procedures and protective measures, use of protective clothing and respiratory protection, use of showers, entry and exit procedures from work areas and in OSHA regulations. All workers who are scheduled to use the glovebag method must be highly trained, experienced and skilled in this method. Each employee shall also understand the health implications and risks involved, including the illness possible from exposure to airborne asbestos fibers and the increased risk of lung cancer associated with smoking cigarettes and asbestos exposure, understand the use and limits of the respiratory equipment to be used, and understand the purpose of medical surveillance and the monitoring of airborne quantities of asbestos as related to health and respiratory equipment. The training program shall comply with federal, state or local regulatory requirements.

- B. Emergency evacuation procedures to be followed in the event of worker injury or compressor failure, shall be included in worker training program.

2.2 DRESS AND EQUIPMENT

- A. Work clothes shall consist of disposable full-body coveralls, head covers, rubber gloves, work boots, or equivalent. Sleeves at wrists and cuffs at ankles shall be secured.
- B. Eye protection, hearing protection, and hard hats shall be available as appropriate or as required by applicable conditions and safety regulations.
- C. Provide authorized visitors with suitable respiratory protection, protective clothing, headgear, eye protection, and footwear whenever they are required to enter the work area.

2.3 RESPIRATORS

- A. Respiratory protective equipment shall be selected in accordance with (1) the ANSI standard for respiratory protection (Z288-2-19920 and the requirements of Title 8 CCR, 1529, 5144, and Title 29 CFR 1926.1101, and 1910.134. Respiratory instructions shall be posted in the clean room.
- B. Use full face powered air purifying respirator (PAPR) for the abatement of ACM until the Abatement Contractor can establish the average airborne concentrations of asbestos fibers the employees are exposed to are at or below 0.01 f/cc. Determine both the 30 minute excursion limit and the 8-hour TWA concentration of asbestos fibers to which employees will be exposed in each work area. The Abatement Contractor may use half- faced mask or full faced air purifying respirators if they can provide an applicable negative exposure assessment (NEA).
- C. Half-mask or full-face air-purifying respirators with high efficiency P100 filter cartridges may be worn during the preparation of the work area, performance of repair work, use of glovebags and decontamination work, provided work area fiber concentrations are at or below 0.1 fibers/cc.
- D. The Abatement Contractor shall provide workers with approved, permanently personally-issued and marked respirators with changeable P100 filters. The Abatement Contractor shall provide a sufficient quantity of filters approved for asbestos so that workers can change filters during the workday. Filters shall not be used any longer than one workday or whenever an increase in breathing resistance is detected. The respirator filters shall be stored at the job site in the clean room and shall be totally protected from exposure to asbestos before their use.
- E. Workers shall always wear a respirator, properly fitted on the face, in the work area, from the initiation of preparation work until all areas have been given written clearance by the observation service.

2.4 WORKER PROTECTION PROCEDURES - TO BE POSTED IN CLEAN ROOM

Bilingual (English and other appropriate language[s]) worker protection procedures must be posted in the clean room. If the first language of all workers is English, the bilingual procedures are accepted.

- A. Each worker and authorized visitor shall prior to entering the contained work area: remove street clothes in the clean room and put on a respirator and clean protective clothing. No person shall enter the work areas unless he or she has received the minimum asbestos

awareness and respirator training as outlined in the Cal/OSHA and OSHA asbestos standards. Each person must submit a copy of medical examination documentation.

- B. All Workers shall, each time they leave the work area: remove gross contamination from clothing; proceed to the equipment room, and remove all clothing except respirators. Still wearing the respirator, proceed to the showers; clean the outside of the respirator with soap and water while showering; remove the respirator; thoroughly shampoo and shower to remove residual asbestos contamination.
- C. Following showering and drying off, proceed directly to the clean room and dress in personal clothing. Before reentering the work area, each worker and authorized visitor shall put on a clean respirator and shall dress in clean protective clothing.
- D. Contaminated protective clothing and work footwear shall be stored in the equipment room when not in use in the work area. At appropriate times or upon completion of asbestos abatement, dispose of protective clothing and footwear as contaminated waste, or launder in accordance with government regulations.
- E. Workers removing waste containers from the equipment decontamination enclosure shall enter the holding area from outside wearing a respirator and dressed in clean disposable coveralls. No worker shall use this system as a means to leave or enter the washroom or the work area.
- F. The disposable clothing worn outside the work area shall be of different color or markings from the disposable clothing worn inside the work area.
- G. Workers shall not eat, drink, smoke, or chew gum or tobacco while in the work area.
- H. Workers and authorized visitors with beards or who are unshaven shall not enter the work area.

2.5 MEDICAL EXAMINATIONS AND HISTORIES

Before exposure to airborne asbestos, the Abatement Contractor will provide each employee providing labor or professional services at the Project site with a current comprehensive medical exam, including a history of respiratory and gastrointestinal diseases, meeting the general definition outlined in 29 CFR 1910.1001, 29 CFR 1910.134, 29 CFR 1926.1101 and Title 8 of CCR 1529. Abatement Contractor shall submit a current medical examination report. The medical report shall contain a statement from the examining physician that the employee can (or cannot) function normally wearing a respirator or that the safety or health of the employee or other employees will or will not be impaired by his use of a respirator. No employee will be allowed to enter the work area without having first provided a copy of their Medical Examination, to the observation service and until the medical has been approved.

2.6 EMPLOYEE IDENTIFICATION

The Abatement Contractor shall furnish an employee roster to the observation service for each work shift. Each employee entering the work area shall have in his possession at least two forms of identification, one of which has his/her photograph.

PART 3 - PRODUCTS

3.1 GENERAL

- A. The Abatement Contractor shall furnish, provide, and utilize the following products in the work areas as specified.

- B. See Product Handling in of these specifications.

3.2 PROTECTIVE COVERING (POLYETHYLENE)

Two layers of 6-mil fire retardant polyethylene sheeting in sizes to minimize the frequency of joints.

3.3 TAPE

Duct tape 2" or wider, or equal, and capable of sealing joints of adjacent sheets of polyethylene, and for attachment polyethylene sheeting to finished or unfinished surfaces of dissimilar materials, and capable of adhering under both dry and wet conditions, including use of amended water.

3.4 PROTECTIVE PACKAGING

- A. Appropriately labeled clear, double 6-mil minimum sealable polyethylene bags.
- B. Appropriately labeled, sealable, impermeable drum containers.
- C. Bilingual labels (English and other appropriate language[s]) on containment glovebags, waste packages, contaminated material packages and other containers shall be in accordance with EPA or OSHA standards.

3.5 WARNING LABELS AND SIGNS

As required by 29 CFR 1910.1001, 29 CFR 1910.1200, 29 CFR 1926.1101 and other pertinent state and local regulations, whichever is the most stringent.

3.6 SURFACTANT

Surfactant, or wetting agent, for amending water shall be used as specified by the manufacturer.

3.7 ENCAPSULATING SEALER

- A. Shall be a penetrating or bridging type, pollution-free, nontoxic, with a Class A fire classification as specified herein. Encapsulants with the ingredient methylene chloride are not acceptable unless the Abatement Contractor can prove to the observation service's satisfaction that equal substitute materials are not available. If substitutes are not used, the Abatement Contractor shall submit with the asbestos plan, for the observation service's approval, respiratory protection and negative air discharge procedures to protect workers, authorized personnel and the public from methylene chloride exposure. Material shall be flexible when cured, resistant to weathering, oxidation, aging and abuse.
- B. Shall be a water-dispensed coating, insoluble in water when cured.
- C. Shall be used undiluted.
- D. Shall have a written certification from the manufacturer that the encapsulant is compatible with the replacement material and will safely withstand temperatures of all surfaces on which the encapsulation will be applied. The Contractor and Abatement Contractor shall make sure the encapsulant shall be compatible with the existing substrate and replacement materials.
- E. Encapsulant found not to be in conformance with requirements of these specifications shall be removed from the site immediately. All areas where the defective encapsulant has been applied shall be re-sprayed with approved encapsulant or remedied in a manner, including

the possibility of removal and replacement of the subject ACM, acceptable to Owner. Re-encapsulation expense shall be borne by the Contractor.

- F. Encapsulant to be applied to structural members before reapplication of spray-applied or trowel-applied fireproofing must be a component of the fireproofing system when it was tested and rated by the Underwriters Laboratory (UL), ASTM, Factory Mutual (FM) or other building code approved testing agencies.

3.8 LAGGING ADHESIVE

Shall meet NFPA 90A Code.

3.9 GLOVEBAGS

The glovebag (typically constructed of six-mil transparent polyethylene) has two (2) inward-projecting longsleeve rubber gloves, and an internal tool pouch.

3.10 TOOLS AND EQUIPMENT

- A. Provide suitable tools for asbestos removal and encapsulation.
- B. **Negative air pressure equipment:** HEPA filtration systems shall have filtration equipment in compliance with ANSI Z9.2-1979, local exhaust ventilation. No air movement system or air filtering equipment shall discharge unfiltered air outside the work area.
- C. **Manometer:**
 - 1. Shall have a built-in alarm and continuous hard copy readout.
- D. **HEPA Vacuums:**
 - 1. Shall comply with ANSI Z9.2-1979.
- E. **Vacuum Loaders:**
 - 1. Shall have HEPA filtration system in compliance with ANSI Z9.2-1979.
 - 2. Meets or exceeds OSHA and EPA safety regulations.
 - 3. Fully-enclosed negative pressure system.
- F. **Scaffolding:**
 - 1. Provide all scaffolding, ladders and staging, etc. as necessary to accomplish the work of this contract. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions. No workers are to remain on rolling scaffolding as it is being moved.
 - 2. Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.
 - 3. Provide a nonskid surface on all scaffold surfaces subject to foot traffic.
 - 4. Design scaffolding to take into account all applicable local, state and federal construction standards.

3.11 LUMBER

Shall be flame retardant and carrying markings certifying such properties.

3.12 SOLVENTS

- A.** Shall be non-toxic, non-carcinogenic, nonflammable (flash-point in excess of 200° F.), nonreactive with or damaging to materials it will come in contact with and approved for indoor use by regulatory agencies. Provide ventilation of work area as required by manufacturer. Vent exhaust to the exterior of the building and in a manner that will not result in adverse effects to other areas of the facility, adjacent facilities or public areas. Solvents shall not be used in areas which food stuffs are stored.
- B.** If a chemical mastic remover is used to remove flooring mastic, the mastic remover shall be a "low odor" type. Removers with methylene chloride or with a petroleum distillate or glycol ether base are prohibited. SDS's shall be submitted for mastic removal products.

PART 4 - EXECUTION

4.1 WORK AREA PREPARATION

- A.** Preparation procedures for removal of all ACM in the interior work areas:
 - 1. Removal of the ACCM and ACM, unless specified otherwise, shall be executed in a contained work area.
 - 2. The Abatement Contractor shall isolate the work area for the duration of the project, completely sealing all openings including, but not limited to, HVAC ducts, diffusers and grilles, skylights, doorways, and windows, with 6-mil polyethylene taped securely to a clean surface. Dropped ceilings are to be covered and sealed with 4-mil polyethylene sheeting at a minimum. Spray adhesive used on finished surfaces should be avoided where possible. Construct barriers that enclose or separate work areas. Barriers shall form a seal at vertical walls and at the floor deck above and below.
 - 3. HVAC systems shall be shut down. The Abatement Contractor shall design his work area preparation and engineering controls as specified and/or as required to prevent damage to and contamination of the affected HVAC system.
 - 4. The Abatement Contractor shall remove all movable objects from the work areas that are vulnerable to damage or contamination, or that will impede or prevent the completion of the work. All movable objects removed from the work area shall be clean before being moved to the designated storage area.
 - 5. Clean and cover fixed and movable objects that can remain in the work area with 6-mil polyethylene sheeting taped securely in place. Special precautions shall be taken to protect fixed objects vulnerable to damage or contamination.
 - 6. All fixed and movable objects requiring cleaning shall be washed with amended water or cleaned with a HEPA filtered vacuum.
 - 7. All objects removed shall be adequately marked and charted on a plan to ensure proper reinstallation upon completion of the decontamination of the work area. The objects shall be stored in a location designated by the Owner, and in a manner that will prevent contamination or damage to the objects. Damaged and missing objects will be replaced by the Contractor at his own expense and to the satisfaction of Owner.
 - 8. Seal and protect all light fixtures, computer systems, communication systems, lighted exit signs and other electrical items, etc., that will remain within the work

area with 6-mil polyethylene taped securely. The polyethylene cover shall be kept away from heat-generating electrical devices where fire or damage to the device is possible. Light fixtures and all other electrical items shall be thoroughly cleaned before covering. Make waterproof all electrical conduit connections and other electrical devices that will be exposed to moisture.

9. Pre-clean the proposed work areas before plasticizing floors and walls as applicable with two layers of six- and/or ten-mil polyethylene, using HEPA vacuum equipment or wet-cleaning methods as appropriate. Ceilings to be plasticized with 4-mil poly. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
10. Install 12- by 12-inch (minimum) Plexiglas® observation window(s) at strategic location(s) in the containment barrier to allow observation of all areas of work from outside the work area.
11. Seal all wall, plumbing, duct and other cavities to prevent asbestos materials from falling into such cavities during the work.
12. The Abatement Contractor shall check regularly (at beginning, Elementary and end of each shift as a minimum) all polyethylene isolation and containment (protective) barriers for punctures, loose seals, contact with heat-generating devices, etc. Problem areas shall be repaired or mended immediately.
13. Maintain existing emergency exits from the building. Maintain a minimum of two exits from work areas where possible. The first exit shall be the worker decontamination enclosure system. The second exit may be the equipment decontamination enclosure system or a ripcord type, emergency only exit in the plastic containment at a door, window or other appropriate location. Exits, where possible, shall be on opposite ends of the work area. All exits shall be labeled in bright letters or signage. The second exit shall be labeled "Emergency Exit Only." Establish alternative exits satisfactory to fire officials where existing building or work area emergency exits are unavoidably blocked by activities of this project.
14. Provide and maintain appropriate fire extinguisher inside and outside the work area. One 30-pound type "ABC" fire extinguisher is required for each 2,000 square feet of floor area.
15. Install and maintain temporary emergency exit lighting with battery backup power in all work areas. Temporary emergency exit lighting in the work area(s) is optional if the Abatement Contractor provides flashlights to workers. Flashlights must be in the possession of the workers at all times while in the work area.
16. Shutdown of electric power during the wet removal or encapsulation phase of the HazMat Work is mandatory unless directed otherwise. Provide temporary power and lighting when necessary, and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements including appropriate ground fault interrupter (GFI) protection. Temporary light fixtures will be explosion proof. Provide and maintain auxiliary generator equipment where existing facility power is insufficient. Locate generator or vent generator exhaust in a manner that will prevent carbon monoxide hazards to workers and the public. When power shutdown is required, the Abatement Contractor shall check for conditions where shutdown will pose a danger to the building or to the building's components. The Contractor and Abatement Contractor shall take all precautions necessary, including inspections and testing, to ensure the safety of employees

and other building occupants from electrical hazards during the course of the HazMat Work. Existing fire, smoke detection and other life safety systems shall be kept in operation at all times, or, the Contractor shall install and maintain a temporary system or alternate acceptable to Owner and fire officials.

17. The Abatement Contractor shall install and maintain negative air pressure equipment during the abatement and decontamination phases of the HazMat Work until the clearance test has passed. A sufficient amount of air shall be exhausted by the unit(s) to create a pressure of -0.02 inches of water within the work area with respect to the area outside the work area. If only one unit is necessary to provide the specified negative air pressure in a work area, the Contractor and/or Abatement Contractor shall have a backup unit in place should the first unit fail, and for filter changes.

The Contractor or Abatement Contractor shall provide a fully operational air circulation system supplying a minimum air circulation rate of six (6) air changes per hour.

Determine the number of units needed to achieve required air circulation by first determining the volume in cubic feet of the work area, by multiplying the floor area by the ceiling height. Determine the total air circulation requirement in cubic feet per minute (CFM) for the work by multiplying this volume by the air change rate and dividing by 60.

Air Circulation Required in CFM =

$$\frac{\text{Volume of Work Area (cu. ft.)} \times \text{Six (6) Air Changes per Hour}}{60 \text{ (minutes per hour)}}$$

Divide the air circulation requirement (CFM) above by the capacity of HEPA-filtered fan unit(s) used. Capacity of a unit for purposes of this section is the capacity in cubic feet per minute with fully loaded filters (pressure differential that causes the loaded filter warning light to come on) in the machine's labeled operating characteristics.

Number of Units Needed =

$$\frac{\text{Air Circulation Requirement (CFM)}}{\text{Capacity of Unit with Loaded Filters (CFM)}}$$

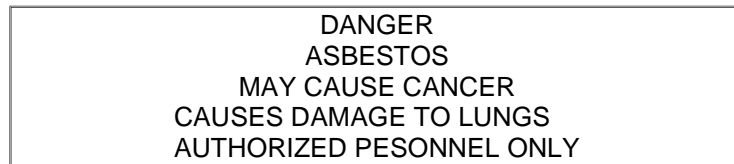
Provide one spare unit per containment area (one minimum per job site) as a backup in case of equipment failure or shutdown of machine for filter changing. Size spare unit to be of the same capacity as the largest operating unit.

Pressure differential isolation and air circulation in the work area are to be accomplished by a recirculation system. Recirculate air in the work area through HEPA-filtered fan units to accomplish air circulation requirements of this section. Locate the HEPA-filtered fan units so that air is circulated through all parts of the work area, and so that required pressure is maintained at all parts of work area geometry. Move units as necessary so that in any location where ACM are being disturbed the discharge from one HEPA-filtered fan unit is blowing contamination away from workers. Direct air flow in these locations so that it is predominantly toward worker's backs at the breathing zone elevation.

18. Install and maintain a manometer with a strip chart and audible alarm from the time abatement begins until the clearance test has passed in all work areas. Report readings to the observation service at the start and end of each work shift.
19. Notify the observation service 24 hours in advance of when preparatory steps will be completed. Asbestos abatement work shall not commence until all preparation requirements have been completed; all tools, equipment, and materials are on hand; all required submittals, notices and permits have been approved, and until the Observation Service authorizes in writing that work may commence.

B. Barriers and Isolation - Exterior Abatement: Contractor shall perform the following work area preparation methods for the abatement of components considered exterior to the building as described in the scope of work:

1. Prior to the commencement of any abatement procedures, notification requirements must be met, required signs shall be posted and movable objects if any shall be moved a minimum of twenty (20) feet from the perimeter of the building. Required signage in the Cal/OSHA asbestos regulation Title 8 CCR section 1529 (k) (7) is as follows:



2. A yellow caution tape barrier shall be placed around each work area at a distance sufficient enough to keep bystanders out of the immediate work areas. This area is considered the Regulated Area.
3. Provide decontamination wash station

4.2 DECONTAMINATION ENCLOSURE SYSTEMS

A. Decontamination Enclosure Systems (worker and equipment) general requirements:

1. Build suitable wood, metal or PVC framing as described herein and as approved by the observation service with two layers of 6-mil polyethylene sheeting on the walls and three layers on the floor. Portable prefab units, if utilized, must be submitted for review and approval by the observation service before start of construction. Submittal shall include, but not be limited to, a floor plan layout complying with the schematic layouts bound herein, showing dimensions, materials, sizes, thickness, plumbing, and electrical outlets, etc.
2. Construct a workers decontamination unit contiguous to the work area consisting of three totally enclosed chambers as follows:
 - a. An equipment room with an air lock to the work area and a curtained doorway to the shower room.
 - b. A shower/wash station room with two curtained doorways, one to the equipment room and one to the clean room. A shower is required for OSHA Class 1 work. Plastic on shower room and adjoining equipment

and clean rooms shall be opaque. The shower room shall contain at least one shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Trap shower waste using filters having a maximum pore size of 1.0 micron, and drain into a sanitary sewer. Replace filters when they become clogged. Ensure a supply of soap and disposable towels at all times in the shower room.

- c. A clean room with one curtained doorway into the shower and one entrance or exit to non-contaminated areas of the building. The clean room shall have sufficient space for storage of the workers' street clothes, towels, and other non-contaminated items. Joint use of this space for other functions, such as offices, storage of equipment, materials, or tools, shall be prohibited.

- 3. Construct an equipment decontamination enclosure system consisting of two totally enclosed chambers as follows:

- a. A washroom with an air lock to a designated staging area of the work area and a curtained doorway to the holding room.
- b. A holding room with a curtained doorway to the washroom and a doorway to an uncontaminated area.

B. Decontamination Enclosure System for asbestos-abatement work in "Isolated" work areas:

- 1. Construct a decontamination enclosure system consisting of two totally enclosed chambers, as follows:
 - a. An equipment room, consisting of a curtained doorway to the isolated work area and a curtained doorway to the shower room.
 - b. A shower room, consisting of a curtained doorway to the equipment room and a curtained doorway to an uncontaminated area. Plastic on shower room and adjoining equipment and clean rooms shall be opaque. The shower room shall contain at least one shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Trap shower waste using filters having a maximum pore size of 1.0 micron, and drain into a sanitary sewer. Replace filter when they become clogged. Ensure a supply of soap and disposable towels at all times in the shower room.
- 2. Construction of an equipment decontamination enclosure system is optional.
 - a. A washroom with an air lock to a designated staging area of the work area and a curtained doorway to the holding room.
 - b. A holding room with a curtained doorway to the washroom and a doorway to an uncontaminated area.

4.3 ASBESTOS REMOVAL

- A.** Before removal, asbestos materials shall be sprayed with amended water. The asbestos materials shall be sufficiently saturated without causing excessive dripping and to prevent emission of airborne fibers. Spray materials repeatedly during the work process to

maintain a wet condition. If the materials are not easily saturated, then the work area shall be constantly misted to keep fiber emission minimal.

- B.** Asbestos material shall be removed in manageable sections by a multi-person team, some of whom are wetting and the remainder removing and cleaning. Any material which falls to the floor shall be wetted and picked up immediately. Material shall not be allowed to dry out. Material drop shall not exceed 15 feet. For heights up to 50 feet, provide inclined chutes or scaffolding to intercept drop. For heights exceeding 50 feet, provide enclosed dust-proof chutes. Before a second area can be started, removed material shall be packed into approved and labeled packaging while it is still wet. The outside of all containers shall be clean before leaving the work area. Move containers to the washroom (shower room when equipment decontamination system is not required), wet-clean each container thoroughly, and move to holding area pending removal to uncontaminated areas.
- C.** Asbestos material applied to concrete, steel decks, beams, columns, pipes, tanks, and other nonporous surfaces shall be wet-cleaned to a degree that no traces of debris or residue are visible.
- D.** Asbestos material debris on surfaces within accessible ceiling cavities and other accessible areas shall be removed in the same manner and cleaned to the degree as specified above.
- E.** The work area shall be kept orderly, clean and clear of work materials, polyethylene sheeting, tape, cleaning material, and clothing, and all other disposable material or items used. Prior to exiting the contained work area for breaks or at the shifts end, all debris shall be cleaned up and properly bagged.
- F.** Protective packages and drums containing asbestos materials shall be cleaned and stored in the isolated holding area until that time when the materials are to be loaded and transported to the hazardous waste disposal facility. The packages and drums shall be stored in piles no higher than four feet, and in a manner that will not result in damage to the packages or drums. Transport bags in covered drums or carts from the holding area to the transport.
- G.** Equipment removal procedures: Clean surfaces of contaminated equipment thoroughly by wet or wiping before moving such items into the washroom (shower room when equipment decontamination system is not required) for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave work area through the equipment decontamination enclosure.
- H.** Do not bag water used during abatement activities. Properly filter and drain water into building sanitary drain unless prohibited by local regulations. Filter shall have a maximum pore size of 1.0 micron.

4.4 DECONTAMINATION OF WORK AREA

- A.** Decontaminated procedures for contained work areas, excluding ACM encapsulation work:

 - 1. Remove all visible accumulations of asbestos material and debris. Wet-clean all surfaces within the work area to remove asbestos residue.
 - 2. After cleaning, perform a complete visual inspection of the work area to ensure that the work area is free of any visible debris or residue.
 - 3. Upon completion of his visual inspection, notify the observation service in advance that the work area is ready for initial review.

4. Upon proper notification, the observation service will review the work area for general conformance with the HazMat Specifications. Any nonconformance of the HazMat Work shall be remedied by the Contractor and/or Abatement Contractor until the work area is in compliance, and at the Abatement Contractor's expense.
5. Upon successful compliance with the initial review by the observation service and after written notification, encapsulate all surfaces of the work area. Apply encapsulant in sufficient amounts to render the affected surface tacky to the touch.
6. Upon completion of the encapsulation work, notify the observation service in writing that the work area is ready for encapsulation review.
7. Upon proper notification, the observation service will review the encapsulated surfaces for general conformance with the HazMat Specifications. Any nonconformance of the work shall be remedied by the Contractor and/or Abatement Contractor until the work is in compliance and at the Contractor's expense.
8. Upon successful compliance with the encapsulation review by the observation service, and after written notification, remove the outer layer of plastic on the walls, floors, and ceilings (where applicable). The inner plastic layer and isolation barriers on vents, grilles, diffusers, etc., shall remain in place.
9. Wet-clean the work area or clean with HEPA vacuum equipment, all surfaces within the work area. After completing of the second cleaning operation perform a complete visual inspection of the work area to ensure that the work area is free of contamination.
10. Sealed drums and bags, and all equipment used in the work area, shall be included in the cleanup and shall be removed from the work area via the equipment decontamination enclosure system, at the appropriate time in the cleaning sequence.
11. Upon completion of the second cleaning operation, notify the observation service 24 hours in advance that the work area is ready for pre-testing review and clearance testing. Refer to appropriate article on air monitoring in this Section for clearance testing standards. Contamination found during the pre-testing review shall be remedied by the Contractor and/or Abatement Contractor, without additional costs to the Owner, prior to clearance testing.
12. Upon written notification from the observation service that the work area has passed the criteria for clearance testing, apply, when included in the contract, the asbestos-free replacement materials and re-establish objects and systems as specified in these specifications. The inner plastic layer and isolation barriers may be removed at any time after written notification.
13. Upon completion of the application of any replacement materials, or if no replacement materials are required, after the removal of the inner plastic layer, isolation barriers and the re-establishment of objects and systems notify in writing the observation service and/or the Owner's representative 24 hours in advance that the work area is ready for pre-final review.
14. Upon notification, the observation service and Owner's representative will review the work area. Improper application of replacement materials, unapproved damage to the facility or its contents, or improper re-establishment of objects and systems discovered during the pre-final review shall be itemized on a punch list for

correction by the Contractor and/or Abatement Contractor without additional cost to the Owner. If no deficiencies are discovered the specifications or this portion of the specifications shall be approved in writing by the observation service and Owner's representative as complete. If deficiencies are noted, continue with the subsequent procedures. If deficiencies noted do not prevent the Owner from occupancy or proceeding with reconstruction work, the contract, or this portion of the contract, shall be specified in writing by the observation service and Owner's representative as substantially complete.

15. Upon correction of punch list deficiencies, notify the observation service and Owner's representative in advance that the work area is ready for final review.
16. Upon notification the observation service and Owner's representative will review the corrected punch list deficiencies. If all deficiencies have been corrected, the contract, or this portion of the contract, shall be approved in writing by the observation service and Owner as complete. If deficiencies have not been properly corrected the Abatement Contractor shall repeat, at his expense, procedures above until all deficiencies have been corrected and approved. If deficiencies noted do not prevent Owner from occupancy or proceeding with reconstruction work, the specifications or this portion of the specifications shall be specified in writing by the observation service and Owner's representative substantially complete.

4.5 ASBESTOS DISPOSAL

- A. Asbestos-Containing Waste Materials shall be packed into approved sealed and labeled protective packaging. The abatement contractor shall affix to each individual container of asbestos waste shall have affixed the following:

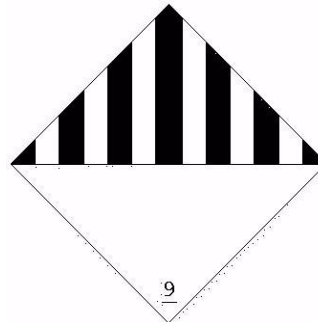
1. The warning label specified in the Cal/OSHA asbestos regulation Title 8 CCR section 1529 (k) (7):

DANGER CONTAINS ASBESTOS FIBERS MAY CAUSE CANCER CAUSES DAMAGE TO LUNGS DO NOT BREATHE DUST AVOID CREATING DUST
--

2. The hazardous waste label specified in Title 49 CFR Part 172.304 as amended November 1, 1983, in accordance with DOSH regulation Title 22 CCR Section 66262.32 if the material is disposed of as hazardous:

HAZARDOUS WASTE - State and Federal Law Prohibit Improper Disposal. If found, contact the nearest police or public safety authority or the California Department of Toxic Substance Control. Generators Name: _____ Address: _____ Manifest Document Number: _____

3. In Addition to the above labeling, the Abatement Contractor shall affix the Department of Transportation (DOT) diamond label for friable asbestos waste only to each individual container:



RQ, Asbestos, 9, NA2212, III

- B. Containers removed from the holding area must be removed by workers who have entered from uncontaminated areas dressed in clean coveralls. Waste pass-out procedures shall use two teams of workers: an inside team, and an outside team. The inside team wearing appropriate protective clothing, respirators with P100 filter cartridges shall clean the outside, properly labeled containers (bags drums, or wrapped components) using HEPA filter -equipped vacuum's and or wet cleaning techniques, and transport them into the waste container pass-out airlock. No worker from the inside team shall exit the work area through this enclosure system.

The outside team, wearing at a minimum, dual cartridge half-mask respirators equipped with HEPA filters and protective clothing, shall enter the airlock from outside the work area. They shall enclose bags in clean, labeled, 6-mil poly bags, wrap components too large to bag with a clean layer of 6-mil poly sheeting and remove them from the airlock. No worker from the outside team shall enter the work area through this airlock. Workers must not enter from uncontaminated areas into the washroom or the work area; contaminated workers must not exit the work area through the equipment decontamination enclosure system.
- C. Containers of asbestos-containing wastes shall not be transported through occupied areas of the building without Owner's approval. If waste materials must be transported during business hours, the Abatement Contractor shall proceed in an inconspicuous manner. The observation service will monitor these activities and make suggestions as necessary. The Abatement Contractor's proposed procedures for handling waste must be submitted prior to the pre-construction meeting as part of the detailed HazMat work plan.
- D. Vehicles and/or containers used for storing and/or transporting ACM to disposal sites shall have a completely enclosed, lockable storage compartment. Storage compartments shall be plasticized and sealed with a minimum of one layer of 6-mil polyethylene on the sides and top and two layers of 6-mil polyethylene on the floor. The compartments shall be thoroughly wet cleaned and/or HEPA vacuumed following the disposal of each load of material at the dump site. At the conclusion of the HazMat Work (or before transport vehicles are used for other purposes), the polyethylene shall be properly removed and disposed of as contaminated waste. After this is accomplished, compartments shall once again be wet cleaned and/or HEPA vacuumed in order to eliminate all debris prior to reuse of vehicles. All plastic sheeting, tape, cleaning material, including mops and sponges, clothing, filters, and all other contaminated disposable materials shall be packaged, labeled, and disposed of as asbestos-containing waste.

- E. The Abatement Contractor shall deliver asbestos-containing waste materials to the pre-designated disposal facility in accordance with the guidelines of the EPA.
- F. The Abatement Contractor shall notify the observation service 24 hours, in advance, when asbestos-containing waste materials are to be removed from the Site. The observation service must be present during the removal of asbestos-containing waste materials from the work area. A copy of the Uniform Hazardous Waste Manifest, or other document required by State or Local agencies, shall be submitted to the observation service for review and prior to transporting asbestos-containing waste materials to the disposal facility. Owner shall sign the manifests.
- G. At the conclusion of HazMat Work, provide written evidence (such as a "Bill of Lading" or "Uniform Hazardous Waste Manifest") that the asbestos-containing waste material was properly disposed of. The evidence shall be submitted with the final request for payment. Indicate on the "Bill of Lading" or "Hazardous Waste Manifest" the weight of the asbestos-containing waste material generated from the project. This weight amount must be confirmed by a party independent from the Contractor or Abatement Contractor.
- H. The Contractor and Abatement Contractor shall be responsible for the safe handling and transportation of all waste, generated by the project, to the designated waste disposal facility. The Contractor and Abatement Contractor shall bear all costs for all claims, damages, losses, and clean up expenses against Owner or the observation service, including but not limited to attorney's fees rising out of, or resulting from, asbestos spills on the site or spills en route to the disposal facility.
- I. Nonfriable Debris Disposal: Resilient floor tiles, and other nonfriable ACM will not be required to be disposed of as hazardous waste, unless they are made friable (RACM) during demolition. Friability will be determined by the observation service or a representative of a regulatory agency.

4.6 AIR MONITORING AND TESTING

A. Area Air Monitoring:

- 1. Throughout removal, encapsulation, and cleaning operations, area air monitoring shall be conducted by the observation service to ensure that engineering controls and work practices minimize worker and public exposures to airborne asbestos fibers. Fiber counting shall be phase contrast microscopy (PCM) performed in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400 "A" counting rules.
- 2. The observation service shall report the area air monitoring results to the Abatement Contractor and Owner within 72 hours. If results are unsatisfactory, make changes in his engineering controls and work practices to assure compliance with these specifications. Unsatisfactory results are fiber counts within the work area in excess of the 0.1 f/cc or fiber counts outside the work area in excess of 0.01 f/cc.

B. Personal Air Monitoring:

- 1. Initial and periodic 8-hour TWA and 30 minute excursion limit air monitoring of worker exposures to airborne concentrations of asbestos fibers shall be conducted **by the Abatement Contractor** in accordance with Cal/OSHA requirements.
- 2. Once OSHA sampling requirements are satisfied the Contractor and/or Abatement Contractor shall conduct, as a requirement of this contract, not less than one

personal air sample, twice per calendar week, to determine 8-hour TWA exposures and 30 minute excursion limit exposures of workers operating in each work area. Specifications required personal sampling is not necessary while the Abatement Contractor is conducting OSHA required sampling or when Type C Respirators are in use.

3. The Abatement Contractor shall report personal monitoring results to the observation service within 48 hours from the end of the work shift. Worker exposures to airborne asbestos concentrations shall not exceed the Permissible Exposure Limit (PEL) of 0.1 f/cc expressed in an 8 hour TWA or the 1 f/cc 30 minute period excursion limit.

C. Clearance Testing:

1. Clearance shall be by visual inspection for exterior work, and AHERA TEM for interior work as follows:
 - a. The HazMat Work is not complete until air testing is performed using aggressive sampling techniques (leaf blowers and fans) and TEM analysis of samples is performed in accordance with the guidelines set forth in 40 CFR 763 Subpart E - "Asbestos Containing Materials in Buildings; Final Rule and Notice". Five samples should be collected per work area with a minimum air volume of 1,200 liter at a flow rate of less than 10 liters per minute.
 - b. If the tests show that the work area has not been decontaminated, the Abatement Contractor shall repeat the cleaning and/or encapsulation application until the work area is in compliance. The average of all five samples must reveal asbestos concentrations at or below 70 structures per square millimeter before TEM clearance is achieved.

4.7 REIMBURSEMENT OF COSTS OF THE OWNER OR THE OBSERVATION SERVICE

In the event that reviews and/or clearance testing by the observation service or regulatory agencies shows that the work area or any portion of the work area is not decontaminated or if the work is not in conformance with the specifications, Owner and the observation service will record all time, tests and project related expenses expended to monitor the work until the work is in compliance. All time, and expenses recorded by Owner and the observation service to monitor the above work, outside the project work days, work hours or specifications time shall, at the discretion of Owner, be paid for by the Abatement Contractor. The Abatement Contractor, promptly upon receipt of the billing from Owner or the observation service, shall reimburse Owner at the normal billing rate of Owner or the observation service, or Owner is authorized to withhold funds from the specification sum.

4.8 STOPPING THE WORK

See Abatement Observation Services Section.

4.9 CLEANUP

Maintain a clean project site during and upon completion of the HazMat Work and Remodel Work. Cleaning shall be in accordance with the general conditions.

END OF SECTION

LEAD-CONTAINING PAINT REMOVAL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS AND SECTIONS

- A. Examine architectural drawings and all other Sections of the HazMat Specifications for requirements of related sections affecting the work of this Section.
- B. The work of this section shall be performed as stated herein. In performing the work of this section, the Contractor shall refer to other Divisions for additional procedures. The Contractor is responsible for the coordination of the work of this section with related HazMat Work and Remodel Work.

1.2 GENERAL REQUIREMENTS

- A. Definitions:

Abatement - the reduction, or removal of lead based paint from surfaces and sources that promote exposure resulting in the possibility of lead toxicity or poisoning.

Action Level - The point at which response actions are required to correct or eliminate the presence of lead. In physical health, action level would be indicated by a 25 µg/dl or greater concentration of lead in whole blood. In regards to lead in paint, action level would be indicated by the presence of 1.0 mg/cm² of lead or 5,000 parts per million (PPM). In air, the action level is $\geq 30 \mu\text{g}/\text{m}^3$.

Air Monitoring - Collection of air samples for documentation of lead aerosol concentrations within and outside the lead paint control area. Samples are representative of the airborne concentrations of lead dust, which may reach the worker's breathing zone.

Amended Water: Water containing a wetting agent or surfactant.

Approved Respirators - NIOSH recommends a half-mask air purifying respirator equipped with high efficiency filters for low airborne concentration of lead (not in excess of 0.5 mg/m³ 8hr TWA) and full face-piece, self-contained breathing apparatus as operated in positive-pressure demand mode for greater than 100 mg/m³ of airborne concentration of lead.

Applicable Surface - all intact and non-intact interior and exterior painted surfaces of a residential structure.

Barrier - Polyethylene sheeting that completely seals off the work area to prevent the migration of lead particulates to the surrounding area.

Blood Lead Level - the amount of lead absorbed in the blood stream.

Blood Lead Level Testing - must include: Hemoglobin & Hematocrit, Red Cell Indices, Peripheral Smear Morphology, Urea Nitrogen, Serum Creatinine, Zinc Protoporphyrin, Microscopic Urinalysis

Blood Lead Testing - Testing done by laboratories in which results indicate the amount of lead absorbed in the blood.

Blood Lead Level Units - OSHA - $\mu\text{g}/100\text{g}$ - most labs use $\mu\text{g}/\text{dl}$ blood (micrograms/deciliter of blood) scientific literature - $\mu\text{mol}/\text{L}$ (micromoles/liter)

Blood Lead Level Unit Conversions - $\mu\text{g}/100\text{g}$ roughly equals $\mu\text{g}/\text{dl}$ (density correction factor is 1.056) To convert $\mu\text{g}/\text{dl}$ to $\mu\text{mol}/\text{L}$, use the gram molecular weight of lead (207 g/mole, or 207 $\mu\text{g}/\mu\text{mole}$).

Caustic - Capable of corrosion by chemical action.

Center for Disease Control (CDC) allowable blood lead level in children is 25 $\mu\text{g}/\text{dl}$, and may be reduced to 10 or 15 $\mu\text{g}/\text{dl}$.

Clean-up - Area where lead paint abatement is being done and cleaned daily of large paint chips and any obvious dust. These materials should be bagged and disposed of in a manner not accessible. Work clothes should not be worn from the general area that is being abated since lead dust contaminates other areas.

Clean Room: Uncontaminated change room directly adjacent to the work area having facilities for storage of employees' personal clothing and uncontaminated work clothes, materials and equipment provided when airborne exposure to lead is above the PEL.

Component Removal: Abatement process utilized to completely remove a component identified as containing hazardous materials; also included in the abatement process is pre- and post-cleaning.

Critical Barrier - A layer of 6 mil Polyethylene sheeting preventing access to surrounding clean areas during abatement activities.

Defective Lead-Based Paint Surface - Painted surfaces having a lead content of greater than or equal to 1.0 mg/cm^2 , that are cracking, chipping, peeling or loose.

Deleading - The act of reducing or removing lead from a surface.

Deteriorated Condition - Condition of surfaces such as walls, windows, baseboards, etc. that are in need of repair or replacement due to breakdown of wood, paint or other materials.

Dip-tank - a method of removing paint where the entire product is removed and dipped into a tank containing a chemical stripper. The dipping method must be followed by a neutralizing wash down.

Disposal - Lead-based paint debris must be disposed of in accordance with applicable local, state or federal requirements.

Dry Scraping - a method of removing paint by scraping or sanding with no measures to control fine particles or dust. This method is not recommended as it potentially produces the greatest exposure hazards to workers and/or residents.

Encapsulate - a material that surrounds or embeds lead-based paint in an adhesive matrix to prevent migration of lead and exposures consequent to that migration.

Environmental Survey - Systematic checking of a home or other building for the presence of lead-based paint. This may be done by use of an XRF analyzer or through chemical analysis of paint samples.

EPA - Environmental Protection Agency

Exposures above the action level require: 1) Exposure monitoring 2) Medical surveillance 3) Training and education

Exposure Monitoring - is the exposure, which would occur whether or not a respirator is used.

Exposure Monitoring Techniques 1) Full shift Sampling and analytical error allowed is + or - 20% at 95% confidence level. 2) Use lab accredited by the American Industrial Hygiene Association. 3) Employees will be copied on all results. 4) If exposures above PEL, employer must provide a written statement that overexposure has occurred and how it will be corrected.

Final Clean-Up - the thorough cleaning that should be done following the completion of an abatement process. Particular attention should be paid to cleaning up any dust produced during the abatement. .

Fixed Object - a unit of equipment or furniture, which cannot be removed from the work area(s) without demolition of other components.

Heat Gun - an apparatus that emits hot air at temperatures in excess of 100 degrees F.

HEPA Filter Equipment: High efficiency particulate air (HEPA) filtered vacuuming or exhaust ventilation equipment with a UL 586 filter system. Filters shall be of 99.97 percent efficiency for retaining 0.3 micrometer diameter particles.

HEPA Vacuum - Vacuum equipped with a HEPA filter that is able to filter particulates of 0.3 microns or greater.

Lead Action Level: Concentration of lead above 30 micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$) as a time-weighted average (TWA) over any 8-hour work shift.

Lead-Based Paint - A paint identified as having a lead content greater than or equal to 1.0 mg/cm^2 , as documented by XRF testing and/or as defined by any other regulations.

Lead-Containing Paint (LCP) - A paint identified as having a lead content greater than laboratory detection levels or as defined by any other regulations.

Lead Exposure - Being subjected to the presence of lead in situations that could present the opportunity for ingestion or inhalation. Some possible exposure sources are lead-based paint chips, lead-based paint dust, lead in water from pipe solder and fumes and/or dusts produced during paint removal by means of sandblasting or open flameburning.

Lead Paint Hazard - The presence of lead-based paint in places and conditions that would pose a potential danger to people if ingested or inhaled.

Lead Poisoning - The condition of becoming ill due to absorption of lead in the blood. In early stages most people are asymptomatic. However, some indicators of lead poisoning, particularly in children, are loss of interest in play, excessive sleeping, loss of recently acquired skills, lack of energy and headaches.

Local Exhaust Ventilation System: Pressure differential system utilizing HEPA filtration capable of maintaining a lower air pressure inside of the work area and a constant air flow from adjacent areas into the work area and exhausting that air outside the work area.

Micron - One Millionth of a Meter (1 Meter = 39.37 inches)

mg/m^3 - Milligrams per cubic meter

$\mu\text{g}/\text{m}^3$ - Micrograms per cubic meter

Occupied Area: Any area adjacent to the work area, which is occupied or potentially accessible by unprotected employees, workers, or the public during any time abatement activities are performed.

Organic Solvents - Carbon compound-based solutions.

OSHA - Occupational Safety and Health Administration

OSHA Construction Lead Standard (CCR Title 8, Section 1532.1) - Applies to all construction. Lead based paint abatement is technically construction, so the OSHA standard should guide all lead-based paint abatement projects.

OSHA PEL - (Permissible Exposure Limit) for general industry is 50 µg /m³. HUD guidelines also use this PEL.

OSHA Action Level - 30 µg /m³ TWA.

OSHA Allowable Blood Lead Level - 40 µg/100g of whole blood; if above 50, the worker must be removed from exposure at no loss in pay or benefits.

Paint Failure - the breakdown of paint due to abrasion and/or exposure to elements that results in chipping, peeling, flaking, blistering, and/or chalking.

Paint Residue - Dry or chemically softened paint that remains on a surface after the initial paint removal.

Paint Scrapings - the waste material produced during an abatement process consisting of paint removed by scraping.

Permissible Exposure Limit-Lead (PEL): 50 µg/m³ of air, based upon an 8-hour time-weighted average.

Primary Prevention - Preventing the possibility of lead toxicity or poisoning by removing accessible lead-based paint and paint residue prior to a person becoming ill.

Prior Experience: Experience required of Deleading Contractor and its employees and sub-Deleading Contractors on abatement projects of similar magnitude and scope to ensure capability of performing the abatement in a satisfactory manner. Similarities shall be in areas related to material composition, project size, number of employees and engineering work practices and personal protection controls required.

Removal - the act of removing contaminated materials from the structure to a suitable disposal site.

Sample Location: Area or place where a sample is taken.

Secondary Sources - Sources of lead exposure other than the obvious ones related to lead-based paint. Secondary sources can include some ink used in newsprint, some glazes used in ceramics, bullets and battery casings.

Signs where PEL is exceeded:

DANGER
LEAD WORK AREA
MAY DAMAGE FERTILITY OR THE UNBORN CHILD.
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM
DO NOT EAT, DRINK OR SMOKE IN THIS AREA

Substandard Dwelling - A dwelling or residence which does not meet minimum local housing codes or is unsafe for habitation because of fire, safety, or health code violations.

Supplemental Ventilation - Use of a fan during the abatement process to provide additional ventilation. An exhaust fan is preferable.

Time-Weighted Average (TWA): - Time Weighted Average - The average concentration of a contaminant in air during a specific time period, usually an 8-hour work shift.

Volatile Materials - those materials, particularly solvents, that vaporize readily at a relatively low temperature.

Wet Scraping - a method of removing paint in which the painted surface is dampened with water or a chemical in order to reduce the amount of dust and fine particles produced in the removal process.

Wet Cleaning: Process of eliminating contamination from surfaces, equipment and other objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as lead-contaminated wastes.

Work Area: Controlled area consisting of designated rooms, spaces or areas of the project in which abatement actions are undertaken or which may be contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed and equipped, with a decontamination area for personnel and equipment. A non-contained work area is an isolated or controlled-access work area that has no fixed containment barriers erected, such as a building exterior.

B. Qualifications of Abatement Contractor completing the lead abatement HazMat Work.

1. The Contractor shall submit to the Observation Service.
 - a. Medical monitoring information for licensed supervisors and deleader workers including, as required OSHA 1532.1, blood lead testing results and pulmonary function tests (PFT).
 - b. Current approved training certificates for lead workers.
 - c. Proposed EPA-licensed hazardous waste treatment or disposal facility.

C. Notifications

Provide within **10 working days**, all required notifications to relevant Federal, State, and local authorities and obtain and comply with the provisions of all permits or applications required by the work specified, as well as make all required submittals required under those auspices. The costs for all permits, applications, and the like, are to be included in the Contract Price.

D. Pre-Construction Meeting:

Meet with the Owner and the Observation Service and any major sub-trades, for a Pre-Construction meeting prior to commencing work of the project. The meeting shall be at the facility of the Owner at a mutually convenient time and date to be determined by the Owner and Deleading Contractor. At the meeting, the Deleading Contractor shall be represented by authorized representatives and the licensed deleading supervisor(s) who shall

supervise the project on a daily basis, and shall present evidence that all requirements for initiation of the work have been met. The minimum agenda for the meeting shall be:

1. Project submittals,
2. Construction schedule, including sequence of critical work,
3. Scheduled values, designated by trade and specification section,
4. Designation of responsible personnel,
5. Health and safety procedures, security, quality control, housekeeping, notifications and related matters,
6. Use of premises, facilities, and utilities.

E. Pre-Construction Submittals:

At a minimum the pre-construction meeting shall be attended by designated representatives of the Owner and the Observation Service. At this meeting, the selected Contractor shall present the following Pre-Construction Submittals (refer to section 2080 Submittals and Substitutions sub section 2.4).

1.3 SCOPE OF WORK

- A. The work of this Section, without limiting the generality thereof, includes the furnishing of labor, materials, tools, equipment, services and incidentals necessary to complete abatement in accordance with these HazMat Specifications, which are intended to describe, and provide for, completed abatement as required by regulations and these HazMat Specifications; what is called for by any portion of these documents shall be complete in every detail, notwithstanding whether or not every item necessarily involved is particularly mentioned.
- B. Nothing in this scope of work shall prohibit the Contractor from exploring work procedures or technological developments in the realm of lead paint abatement. Only those activities that hasten the completion of the lead abatement portion of the HazMat Work (without themselves compromising lead dust generation or control) or that in themselves provide enhanced dust control or lower airborne dust concentrations will be considered. Proposed methods or equipment must be submitted in writing giving all details and shop drawings. **Prior to implementation of work incorporating these alternatives, a written approval from the Owner and the Observation Service must be obtained.**

The Contractor shall furnish all labor, materials, services, insurance, equipment and decontamination facilities required to carry out the **COMPLETE PAINT STABILIZATION AND/OR REMOVAL, INCLUDING WASTE DISPOSAL** of lead-based and components as described in this document.

Materials

- a. WARNING LABELS AND SIGNS: In conformance with OSHA
- b. OTHER MATERIALS: Provide all other materials, such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination unit and other barriers, as needed to isolate the work area.

- c. **AIR PURIFYING VACUUM EQUIPMENT:** Equipped with HEPA filters for lead dust fibers becoming airborne during removal. Air is to pass through the HEPA filters where 99.97 percent of lead dust are removed and retained on the filter.
- d. **TEMPORARY WATER SERVICE CONNECTION:** All connections to the Owner water system shall include backflow protection. Valves shall be temperature and pressure rated for operation at higher temperatures and pressures than those anticipated. After completion of use, connections and fittings shall be removed and restored to original condition.
- e. **WATER HOSES:** Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide the maximum pressure of water into the work area.
- f. **ELECTRICAL SERVICE:** Electrical service will be provided by the Owner. Any special electrical needs or extensions will be provided by the Contractor at the Contractor's expense.

Ground Fault Protection: Provide receptacle outlets equipped with ground fault circuit interrupters, reset button and pilot light, for plug-in connection of all power tools and equipment.

- g. **FIRST AID:**

First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

- h. **FIRE EXTINGUISHERS:**

Fire Extinguishers: Provide Type "ABC" dry chemical fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires.

B. General:

- 1. Furnish all labor, materials, equipment, and services required for performance of the work included in this Section.
- 2. Prepare work areas as required, including erection of polyethylene barriers at access/egress points, ventilation, changing areas and any other preparations required by Federal, State, or local regulations. Work areas must be approved by the Observation Service prior to beginning abatement.
- 3. Clean-up and decontaminate according to procedures described herein.
- 4. Dispose of all abatement materials in accordance with all federal RCRA requirements and state and local regulations.
- 5. Approvals and Inspections: All work procedures, temporary facilities, equipment, material and services must meet all the requirements of this section, as well as all applicable local, state and federal regulations and guidelines. Where an overlap exists, the most stringent shall apply.

- C. **The Scope of Work:** The following items, at a minimum, are required to be performed by the Contractor.

1. Furnish all labor, materials, equipment, and services required for performance of the work included in this Section.
2. Compliance with all applicable federal, state and local regulations pertaining to hazardous materials abatement as well as all requirements of this Section.
3. Paint Removal
 - a. Removal and disposal of loose and peeling paint on interior and exterior surfaces.
 - b. Stabilization of remaining intact paint as necessary to facilitate renovation work.
4. Component Removal
 - a. Removal of components shall be limited to those identified in the scope of work. Execution of component removal shall follow methods specified in section 3.3.

1.4 SPECIAL CONSIDERATIONS

- A. For the work of this section, the Contractor shall field-verify existing conditions and quantities of materials.

1.5 CODES AND STANDARDS

- A. All work shall conform to the standards set by applicable Federal, State and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations.
- B. In addition to any detailed requirements of the Specification, the Contractor shall at his own cost and expense comply with all laws, ordinances, rules and regulations of Federal, State, Regional and Local Authorities regarding handling and storing of lead waste material.
- C. The following references are cited as applicable standard and regulations as amended:
 1. Department of Labor, Occupational Safety and Health Administration Title 29 CFR 1926.62 Lead Standard.
 2. Environmental Protection Agency – Resource Conservation Recovery Act (RCRA) 40 CFR 241, 257, 261, 262.
 - a. General Applicability of Codes, Regulations, and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith. In cases where there is a conflict between regulations, the more stringent regulations will be enforced.
 - b. Waste Generator Responsibility: the Owner, per EPA and State of California regulations, is ultimately responsible for the disposition of waste materials. However, this does not relieve the Contractor from liability relating to compliance with all applicable Federal, State, and Local regulations pertaining to work practices, hauling and disposal of wastes (including testing of lead abatement wastes), and protection

of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations, maintaining medical records of personnel, and providing blood lead testing as required by the applicable HUD, Federal, State, and Local regulations. The Contractor shall hold the Owner and the Observation Service harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

- c. Work shall be in strict compliance with current issue of the following regulations, codes, standards, and attachments. In the case of a conflict between regulations, the most stringent shall be the binding regulation.

Federal Requirements, which govern, lead abatement work or hauling and disposal of lead waste materials include, but are not limited to the following:

- Occupational Safety and Health Administration (OSHA)

29 CFR 1910 29 CFR 1910.1025 29 CFR 1910.134 29 CFR 1910.1200 29 CFR 1910.145 29 CFR 1926 29 CFR 1926.62	General Industry Standard Lead Hazard Standard Respiratory Protection Hazard Communication Specifications for Accident Prevention Signs and Tags Construction Industry Standard Lead - Construction Industry Standard
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- Environmental Protection Agency (EPA):

40 CFR 260, 261, 262, 263, 264, and 265 Hazardous Waste Regulations
- Department of Transportation (DOT):

49 CFR 171, 172, 173, 177, 178 and 179 Regulations for Labeling, Mailing and Transporting Hazardous Waste
- American National Standard Institute (ANSI) Publications:
Z88.2-80 Practices for Respiratory Protection
- All attachments, memos and information sheets submitted by Federal, State, and Local agencies.
- All state, county and city codes and ordinances as applicable. Provide a copy on site of EPA, OSHA, State, and City Regulations available for review at any time, governing the work.

- D. All regulations by the above and other governing agencies in their most current version are applicable throughout this project. Where there is a conflict between this Specification and the cited State, Federal, or local regulations, the more restrictive or stringent requirements shall prevail.

- E. This Section refers to many requirements found in these references, but in no way is it intended to cite or reiterate all provisions therein or elsewhere. It is the Contractor's responsibility to know, understand, and abide by all such regulations and common practices.

1.6 CLEANING

- A. Maintain the work site in a neat and orderly manner at all times, so as not to interrupt or infringe upon the work of other trades.
- B. Perform all final cleaning of abatement work areas as required by California Regulations to the approval of the observation service. Upon completion of work in any given area, Contractor shall remove all material and equipment associated with the work, not necessary to complete other phases of the work in that area.
- C. Daily Clean-Up
 - 1. Thirty (30) minutes prior to the end of each work day, all abatement work areas must be cleaned of all debris and the work area vacuumed with a HEPA vacuum. Under no circumstances will clean-up be permitted to commence when active lead paint abatement work is in progress. All interior surfaces in the work area(s) shall also be cleaned.
 - 2. Cleaning of areas adjacent to the work area(s) will be required if visible debris generated during the work contaminates areas adjacent to the work areas and building exteriors. It is at the discretion of the Observation Service to determine the extent of cleaning. Such cleaning shall include a thorough HEPA vacuuming of all affected surfaces, as determined by the observation service, as well as washdown, and repeated HEPA vacuuming of the surfaces once dry.
 - 3. It is the prerogative of the observation service to test wherever deemed necessary and the Contractor is responsible for meeting and correcting any deficiencies discovered which do not meet the current applicable regulations and requirements of these specifications.

1.7 COORDINATION

- A. At no time shall Contractor cause or allow to be caused conditions, which may cause risk or hazard to the general public, or conditions that might impair safe use of the facility.
- B. Coordinate the work of this section with that of all other trades. Phasing and scheduling of this project will be subject to the approval of the Owner. The work of this Section shall be scheduled and performed so as not to impede the progress of the project as a whole. Work shall not proceed in any area without the express consent of the Owner. The Abatement Contractor shall be available within 24 hours notice for additional lead abatement work if after acceptance of the HazMat Work it is found that full abatement was not achieved from the initial work effort as determined by the observation service.
- C. The proposed schedule for the HazMat Work in this Section shall show the time involved from start to finish of abatement operations, including preparation, removal, clean-up, testing, and de-mobilization portions of the job.

1.8 COOPERATION AND WORK PROGRESS

- A. The work in this Section shall be carried on under the usual construction progress conditions, in conjunction with all other work at the site. Cooperate with the Owner, the Observation Service, and others working on the Site, coordinate the lead abatement HazMat Work with the Work of others, and proceed in a manner so as not to delay the progress of the Project.
- B. Coordinate the lead abatement HazMat Work with the progress of the work of other trades so that all the Work is completed as soon as conditions permit. No work is to extend

beyond the stipulated work day unless approved by the observation service, and the Owner.

1.9 SUBSTITUTION OF MATERIALS OR METHODS

- A. The Owner and the Observation Service's approval are required for all modifications to methods, procedures, and design that may be proposed by the Deleading Contractor. It is the intent of these documents to allow the Deleading Contractor to present alternative methods to the abatement processes herein, for review by the Owner and the Observation Service. Any such modifications or substitutions to methods, procedures, or design shall comply with applicable regulations. The Contractor shall submit the proposed modification or substitution in accordance with the requirements of the General Conditions, and no later than five work days prior to planned commencement of proposed modification, for review and approval by the Owner and Observation Service.
- B. Unless requests for modification or substitution are made in accordance with the above instructions and the instruction of the General Conditions, supported by sufficient proof of equality, Deleading Contractor shall be required to furnish the specifically named or designed items, methods or procedures designated in this Section.
- C. If the modification or substitution necessitates changes or additional work, same shall be provided and the Deleading Contractor shall assume the cost and the entire responsibility thereto unless performed under an approved Change Order Process.
- D. The Owner and the Observation Service's permission to make such substitution shall not relieve the Deleading Contractor from full responsibility for the work.

PART 2 – PRODUCTS

2.1 MATERIALS AND EQUIPMENT

All material and equipment proposed to be used on for lead abatement HazMat Work shall be subject to the acceptance of the Owner and the Observation Service.

- A. Polyethylene sheeting, minimum thickness of six (6)-mil.
- B. Plastic bags, minimum thickness of six (6)-mil.
- C. Duct Tape, 2-inch width
- D. Lead Warning Signs as described in HUD Guidelines and OSHA Hazard Communication requirements.
- E. Spray adhesive
- F. Personal Protective Equipment, NIOSH approved respirators and filters
- G. HEPA vacuums
- H. Other materials, tools and equipment necessary for abatement.
- I. Cloth tarpaulin
- J. All other materials required by related sections

2.2 PROTECTIVE CLOTHING

- A. Coveralls (whole body protective coverings). Disposable full-body coverall and disposable head covers shall be worn by all workers in the work area. Sleeves shall be secured at the wrist and pant legs at the ankle with tape. In heat-stress conditions, breathable clothing, such as cotton coveralls, shall be provided. Where non-disposable coveralls are provided, these coveralls shall be cleaned after each wearing. Cleaning of coveralls and other non-disposable clothing shall be in accordance with the provisions for cleaning in 29 CFR 1910.1025.
- B. Boots. Work boots with non-skid soles shall be worn by all workers and where required by OSHA, safety boots (steel toe or steel toe and shank) shall be worn. Provide boots at no cost to workers.

2.3 PROTECTIVE MATERIALS

- A. Polyethylene Sheeting. Flame-resistant polyethylene film in the largest size possible to minimize seams, and six-mil thick, shall be provided. Frosted, clear or black film may be used. Reinforced sheeting may be required when contained area is exposed to outside.
- B. Hazardous Waste Storage Containers. Containers shall be Department of Transportation approved carbon steel 55-gallon drum containers and in accordance with 49 CFR 178, 179. Hazardous Waste Dumpsters must be front loading, lockable. Dumpsters shall be locked at all times unless in use.

PART 3 – EXECUTION

3.1 GENERAL

- A. Approvals and Inspection

All temporary facilities, work procedures, equipment, materials, services, and agreements must strictly adhere to and meet this Section along with EPA, OSHA, regulations and recommendations as well as federal, state, and local regulations. Where there exists overlap of these regulations, the most stringent one applies. All lead abatement HazMat Work is further subject to approval of the Owner and/or the Observation Service.

- B. Isolation Work Areas

All abatement work areas shall remain isolated from all other trades of the project and remain inaccessible to the public. The Contractor shall monitor the access to the abatement work areas.

- 1. Potential Lead Hazard:

The disturbance or dislocation of lead-based paint may cause lead dust to be released into the building's atmosphere, thereby creating a potential health hazard to workers and building occupants. Apprise all workers, supervisory personnel, and subcontractors who will be at the job site of the seriousness of the hazard and of proper work procedures that must be followed.

Where in the performance of the work, workers, supervisory personnel, and subcontractors may encounter, disturb or otherwise function in the immediate vicinity of any identified lead-based paint or debris, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne lead dust. Such measures shall include the procedures and

methods described herein, and compliance with regulations of applicable federal, state and local agencies.

C. Environmental Monitoring

1. The Observation Service may perform area air sampling and analysis for phases of the work in this Section.
2. During removal, wipe and generated waste samples may be collected by the Observation Service from work areas or locations adjacent to work areas.

D. Personnel Sampling- The Contractor and/or Abatement Contractor shall:

1. Perform personnel air sampling during all abatement work to determine worker exposure limits. The results of such sampling shall be posted, provided to individual workers, and submitted to the observation service.
2. Provide sampling to check personal exposure levels. Representative sampling shall be taken for the duration of the work shift or for eight hours, whichever is less. Personal samples need not be taken for repeated working conditions if working conditions remain unchanged, but must be taken every time there is a change in the removal operation, either in terms of the location or the type of work. Sampling will be used to determine eight-hour Time-Weighted-Averages (TWA).
3. Air sampling results shall be transmitted to the observation service and made available to individual workers at the job site in written form no more than 48 hours after the completion of a sampling cycle. The reporting document shall list each sample's result, sampling time and date, personnel monitored and their social security numbers, flow rate, sample duration, sample yield, cassette size, and analysts' name and company, and shall include an interpretation of the results. Air sample analysis results will be reported in $\mu\text{g}/\text{m}^3$.
4. The Contractor's testing lab shall be an AIHA accredited for analysis of metals. The Contractor shall submit for the Owner review and acceptance the name and address of the laboratory, certification(s) of AIHA accreditation for metal analysis, listing of relevant experience in air lead analysis, and presentation of a documented Quality Assurance and Quality Control program.
5. Air monitoring frequency will be established in accordance with the requirements set forth in 29 CFR 1926.62 and 1910.1025 (d).
6. The following establishes the action level and PEL:

a.	Action Level (lead):	$30 \mu\text{g}/\text{m}^3$
b.	PEL (lead):	$50 \mu\text{g}/\text{m}^3$

E. Work Review

1. The Observation Service will review the work practices prior to the start of and during all lead abatement related HazMat Work and will report any violations to the Owner. If deficiencies are not corrected by the Contractor within 24 hours, the Observation Service will request that work be stopped and the Owner will be contacted to intervene. The on-site inspector representing the Observation Service may stop the work at any time due to violation of regulations and violation of specification requirements. Delays to completion of the HazMat Work or the

Remodel Work resulting from a stop work order issued pursuant to the preceding shall not result in extension of the Contract Time.

2. The Owner and the Observation Service have the authority to stop work due to adverse weather conditions, including but not limited to excessive rain, wind, and heat, which cause or may cause contamination of adjacent areas on surfaces, increased worker exposure, or potential harm to workers.
3. The Observation Service will record a daily log of Deleading Contractor's work practices, and workers working on the project, and make these daily logs a part of the final project documents (Job Book).

F. Respirators and Protective Clothing

1. Personal protection, in the form of disposable coveralls and NIOSH approved respirators, is required for all workers, supervisors, and visitors entering the work area during the removal and cleaning operations.
2. Work clothes shall consist of disposable full-body coveralls, head covers, gloves, boot or shoe covers, and eye protection.
3. Supply workers and supervisory personnel with NIOSH approved respirators and HEPA filters. Respiratory protection shall be implemented for all work performed under this Section unless the Observation Service approves lesser requirements. The respirators shall be sanitized and maintained according to the manufacturer's specifications. Disposable respirators shall not be considered acceptable under any circumstances. Maintain on site a sufficient supply of HEPA filters to allow workers and supervisory personnel to change contaminated filters when needed. The Contractor and Abatement Contractor are solely responsible for means and methods used and for compliance with applicable regulations and shall use as a minimum:
 - a. Half-mask, negative pressure, air-purifying respirators equipped with high efficiency filters shall be used during removal and cleaning.
4. Respirators shall be individually assigned to removal workers for their exclusive use. All respiratory protection shall be provided to workers in accordance with the written submitted respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (b) (1-11). A copy of this program shall be kept at the work site, and shall be posted in the clean area.
5. Provide personal sampling to check personal exposure levels. Samples shall be taken for the duration of the work shift or for eight hours, whichever is less. Personal samples need not be taken every day but must be taken in accordance with 29 CFR 1910.1025. Sampling will determine if the eight-hour Time-Weighted-Averages (TWA) exceeds the action level.
6. Comply with all OSHA requirements of worker medical examinations for approval to wear respiratory protection.
7. Blood monitoring and medical surveillance of workers shall occur as follows:
 - a. Periodic medical examination and blood monitoring for all workers and supervisors shall occur within at least two months prior to the start of the work of this Contract.

- b. All workers for the lead abatement HazMat Work shall have blood tests performed after a maximum two months into the work of this Contract. Workers shall be removed from the work site as soon as three blood sample tests average 25 µg/dl or a single test averages 30 µg/dl or above.
- c. All workers and supervisors shall have indicated, prior to the start of work, a blood lead level of below 30 µg/dl of whole blood.
- d. More frequent medical examinations are required upon notification that a worker is pregnant, a worker requests medical attention, a worker shows signs of difficulty in breathing during respirator fit-test or use, or as appropriate for workers removed from the work due to lead exposure.
- e. Workers shall not be sent back to perform deleading work until three blood tests average below 25 µg/dl over a two-week period.

G. Work Procedures - General

In order to avoid possible exposure to dangerous levels of lead and to prevent possible contamination to building occupants and the environment, work shall conform to the following general guidelines:

- 1. Before leaving an area of work, the worker shall remove all gross contamination, debris and dust from the coveralls by HEPA vacuuming;
- 2. All persons leaving the exterior removal area must remove their personal protective equipment before leaving the containment. Coveralls shall be removed "inside out" to minimize the dispersal of lead dust and bagged immediately;
- 3. At the completion of work at each work area, complete cleaning of the entire work area by the use of HEPA vacuuming.
- 4. Under no circumstances shall workers or supervisory personnel eat, drink, smoke, chew gum, or chew tobacco in a work area; to do so shall be grounds for the Observation Service to stop all removal operations. Only in the case of life-threatening emergency shall workers or supervisory personnel be allowed to remove their protective respirators while in a work area; in this situation, respirators are to be removed for as short of a duration as possible.

H. The Contractor and Abatement Contractor are responsible for using safe procedures and complying with OSHA regulations to avoid electrical hazards.

I. Security

- 1. It will be the responsibility of the Contractor and Abatement Contractor to allow only authorized personnel into the work area, and to secure all assigned entrances and exits at the end of the work day.
- 2. Contractor and/or Abatement Contractor shall maintain a log book in which any person entering or leaving the abatement work area must sign and enter the date and time.
- 3. Use of waste containers on site shall be controlled under the following requirements:

- a. Location of waste containers on site shall be subject to the observation service and the Owner's approval;
 - b. Waste containers lined with two layers of six-mil polyethylene sheeting shall be solid, enclosed containers and locked and secured at all times;
 - c. Comply with all federal, state and local regulations and ordinances regarding hazardous material waste storage;
 - d. Waste storage containers shall not be removed from the site without prior written notice to and approval by the Observation Service and the Owner.
- J. Training Requirements: The abatement supervisor shall be a CDPH certified lead related construction supervisor. All workers and supervisors performing deleading activities shall have successfully completed training, at a minimum, in the following topics:
 1. Health risks of lead, including the nature of occupational lead poisoning, routes of exposure, known dose-response relationships, effects on nervous system, reproductive system, muscular-skeletal systems and kidneys, and the differences in health effects between adults and children.
 2. Personal protective equipment including the types and characteristics of respirator classes, limitations of respirators, proper selection, inspection, donning, use, maintenance and storage of respirators, field-testing the facepiece-to-face seal (positive and negative pressure-fitting tests), qualitative and quantitative fit-testing procedures, variations between laboratory and field fit factors, factors that affect respirator fit (e.g., facial hair), in accordance with 29 CFR 1910.1025 (f) (2) (i), and selection and use of disposable clothing, use and handling of launderable clothing, non-skid shoes, gloves, eye protection, and hard hats.
 3. Medical monitoring requirements for workers including required and recommended tests, reasons for medical monitoring and employee access to records.
 4. Monitoring procedures for workers including description of equipment and procedures, reasons for monitoring, types of samples, and current standards with recommended changes.
 5. Work practices for lead abatement including but not limited to proper set-up of polyethylene barriers, work area preparation, clean-up procedures, posting of warning signs, electrical lockout, proper working techniques, permitted and prohibited practices, and lead waste disposal.
 6. Personal hygiene including entry and exit procedures to/from the clean area, prohibition of eating, drinking, smoking, chewing or applying cosmetics in the clean or work area, and potential tracking of lead contamination or otherwise exposing worker's family and/or the public.
 7. Special safety hazards that may be encountered including but not limited to electrical hazards, air contaminants, fire and explosion hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress, and noise.
 8. Contamination prevention measures including but not limited to procedures to prevent ambient air, ground or ground water contamination.

3.2 PRE-REMOVAL REQUIREMENTS

A. Abatement - Interior

1. Prior to the commencement of any abatement procedures, a yellow caution tape barrier shall be placed around each work area at a distance sufficient enough to keep bystanders out of the immediate work areas. This area is considered the Regulated Area.
2. All debris must be properly bagged and removed from work areas at the end of the work shift.
3. Clean Area: The Deleading Contractor shall select a clean area outside of the abatement and decontamination unit areas for workers to change into protective equipment. This area shall contain warm water hand-washing facilities (potable water), clean cloths, storage for a HEPA vacuum, and respirator storage space. Table, chairs, and a rest facility shall also be available at this location. Contaminated equipment or personnel shall not be permitted in this area. The floor and walls shall be covered with six-mil polyethylene sheeting.
4. Signs shall be posted at all approaches to the work area warning that deleading work is being conducted in the vicinity according to California Code of Regulations 1532.1. The signs shall read:

DANGER
LEAD WORK AREA
MAY DAMAGE FERTILITY OR THE UNBORN CHILD.
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM
DO NOT EAT, DRINK OR SMOKE IN THIS AREA

5. Maintain barriers as long as needed for the safe and proper completion of the work. Any breaches in the work area barriers shall be corrected immediately and as necessary during the workday with such breaches reported immediately to the Owner. Work will not be allowed to commence until all barriers are in place and acceptable to the Observation Service.

A. Abatement - Exterior

1. Contractor shall perform the following work area preparation methods for the abatement of components considered exterior to the building as described in the scope of work:
2. Prior to the commencement of any abatement procedures, notification requirements must be met, required signs shall be posted and movable objects if any shall be moved a minimum of twenty (20) feet from the perimeter of the building.
3. Pre-abatement work shall be performed prior to any abatement or component removal commences.
4. A yellow caution tape barrier shall be placed around each work area at a distance sufficient enough to keep bystanders out of the immediate work areas. This area is considered the Regulated Area.
5. Construct and maintain sealed polyethylene barriers on all windows and doors of the building to isolate the exterior work area from the interior of the building. At no time shall workers enter the buildings after the commencement of deleading activities on the exterior.

6. The polyethylene barriers termed "critical barriers" for any exterior abatement (if applicable) shall consist of the following:
 - a. Pre-Clean all interior window surfaces with a HEPA-equipped vacuum.
 - b. Seal duct tape lip to inner most sill, casing and header surfaces of the window.
 - c. Seal two layers of six mil polyethylene sheeting from the duct tape lip on the inside sill of the window and extend up to the inside surface of the top interior casing. The first layer of sheeting applied shall be sealed to the inside faces of the window casing. The polyethylene sheeting shall be sealed to a piece of three-inch width duct tape forming a lip attached to the interior window perimeter of the window casing.
 - d. There shall be no cavity in the polyethylene sheeting created that would allow lead dust to accumulate, which cannot be removed with HEPA vacuuming. This shall allow for removal of this polyethylene sheeting from the exterior of the building, without the generation of lead dust, once the window is removed and cleanup is complete.
 - e. The second layer of polyethylene sheeting shall be applied over the first layer and sealed directly to the inner face of the cut tape lip and window sill and casing.
 - f. This sealing of windows shall be done from the interior prior to the beginning of any exterior work.
7. Remove with the use of HEPA vacuum all visible paint chips and debris from base of buildings, on ground, on asphalt and concrete surfaces and all underlying surfaces.
8. Seal all other openings to the interior of the building with polyethylene sheeting and duct tape at all seams. These openings shall include but not be limited to vents, shafts, conduit/cable openings, etc., at all heights of the building.
9. The exterior of the building and the ground surrounding the building shall be covered with cloth tarpaulins or 6-mil poly sheeting from the edge of the building to a distance 20 feet from the building on all sides. The tarpaulin must be secured to the ground with stakes and weighted to prevent wind movement of tarpaulins. Protect trees, shrubs and landscaping.
10. Maintain barriers as long as needed for the safe and proper completion of the work. Any breaches in the work area barriers shall be corrected immediately and as necessary during the workday with such breaches reported immediately to the Owner. Work will not be allowed to commence until all barriers are in place and acceptable to the Observation Service.
11. No barriers shall be removed until the exterior surfaces of the openings are thoroughly cleaned of all visible debris and vacuumed with a HEPA vacuum, the area has been approved by the Observation Service, all debris has been properly bagged and removed from work areas, and lead surface wipe or soil samples have been taken in accordance with provisions detailed herein.

12. Weather - Do not conduct work if wind speeds are greater than 20 miles per hour. Work must stop and cleanup must occur before rain begins or work should proceed from the inside only.

3.3 ABATEMENT METHODS

A. Abatement - General

1. Feasible engineering controls (i.e., misters, ventilation with HEPA filtration) shall be implemented by Deleading Contractor as requested by the Observation Service, to minimize the possibility of contamination of areas adjacent to the work area.
2. At no time will the following be allowed on the Site prior to removal of LCP:
 - a. Wire brushing
 - b. Flame torching
 - c. Open flame burning
 - d. Heat guns
 - e. Chemical stripping with methylene chloride-based paint strippers;
 - f. Uncontained abrasive blasting;
 - g. Uncontained power washing;
 - h. Dry sanding or scraping;
 - i. Power sanding without high efficiency particulate air (HEPA) attachment;
 - j. Sanding of wood after chemical stripping.

B. Paint Removal

Paint removal shall occur on items specified in the scope of work. Loose and peeling paint removal must be down to the bare substrate or intact paint. The Observation Service will inspect the paint removal. The Observation Service will inspect the paint removal after final cleaning procedures are completed, and before removal of any containment systems. Methods for paint removal must meet the requirements of these specifications and any manufactures recommendations and procedures, as applicable.

The following paint removal methods are available as methods for removal

1. Caustic Paste Application
2. Power washing/sand blasting
3. On-site Paint Removal – Scraping
4. Component removal

C. Component Removal

- a. Removal of components shall be limited to those identified in the scope of work. Execution of component removal shall follow methods specified in section 3.3.

- b. Preparation of component removal work areas shall be performed by placing two layers of six mil polyethylene sheeting on the floor of the work area to remain in place until work is completed.
- c. Wet the component to be removed with water to help keep the dust down during the removal process. Before applying the water, be sure there are no electrical circuits inside the component.
- d. For surfaces from which the components are removed, all visible debris shall be removed and any excess paint on the structure from which the component was removed shall be removed by Contractor. This includes paint over-runs, caulking, and putty etc., existing on the substrate and adjacent substrate.
- e. The component shall be removed, wrapped in two layers of six-mil polyethylene sheeting and then stored for waste stream testing and disposal.
- f. The components shall be removed according to this prescribed sequence:
 - 1. Score paint and caulk lines to the walls adjoining the component to be removed with razor knife. This will provide a space for a pry instrument and will minimize paint chipping and dust generation during removal.
 - 2. Remove any screws or other fasteners. Using a flat pry instrument and a hammer, carefully pry the affected building component away from the surface to which it is attached. The pry bar should be inserted into the seam at the nail (or other fastening device) at one end of the component and pressure applied. This process should repeat at the other fastening locations until the end of the component is reached. By prying in this manner, the component will be removed intact and dust generation will be minimized. A pry point pad or softener may be required to minimize damage to adjoining surfaces.
 - 3. Clean up with a HEPA-vacuum all paint chips and flakes generated.
 - 4. A thorough cleaning of adjoining fixtures shall be performed to include removal of all visible debris and dust from where component was removed by the use of a HEPA filtered vacuum.
 - 5. Clean-up shall occur daily, and occur in conjunction with the generation of any debris or dust. HEPA filtered vacuums shall be employed to clean up dust and debris associated with the removal of LCP coated building components.
 - 6. Disposal of all components removed shall be performed in accordance with Section 3.6.

3.4 CLEARANCE

- A. The observation service will perform a visual inspection for remaining lead dust and debris and encapsulation effectiveness before contractor's demobilization. Dust wipe samples may be collected at the consultant's discretion from interior surfaces. The lead dust clearance criterion for interior horizontal surfaces is 10 micrograms per square foot (mg/ft²).

3.5 FINAL CLEAN-UP PROCEDURES

- A. Upon completion of the abatement in a given work area, final clean-up will be performed by the Deleading Contractor. Final clean-up includes removal of any contaminated

material, equipment or debris including polyethylene sheeting from the work area. The polyethylene sheeting shall first be sprayed or misted with water for dust control, then folded in upon it to contain dust particles. All polyethylene sheeting used for critical barriers shall remain in place until final clearance testing results have passed criteria set forth herein.

- B. Once the polyethylene is removed from the work area, cleaning shall begin with a thorough HEPA vacuuming of all surfaces.
- C. Special attention shall be given to personal hygiene and the cleaning of supplies and/or equipment. All mop heads, sponges, and rags shall be replaced or changed daily at a minimum. Rags, mop heads or sponges may be reused if Deleading Contractor has them cleaned via a washing system specially equipped with HEPA filtration.
- D. Clearance testing shall be in the form of a visual inspection for remaining dust and debris,

3.6 DISPOSAL OF WASTE MATERIAL

A. General

- 1. All disposal costs shall be borne by the Deleading Contractor.
- 2. The following materials, individually and at a minimum, **shall be tested by Observation Service** and results made available to the Owner and the Hazardous Removal Contactor, to determine whether or not they are to be classified as hazardous waste:
 - a. HEPA filters, respirator cartridges;
 - b. Waste water;
 - c. Sand (if used)
 - d. Dust from HEPA filters and from damp sweeping;
 - e. Plastic sheets, duct tape, or tape used to cover floors and other services during lead-based paint abatement;
 - f. Liquid waste, such as wash water used to decontaminate wood after removal has been performed;
 - g. Rags, sponges, mops, scrapers, and other materials used for testing, abatement, and clean-up;
 - h. Disposable work clothes and respirator filters;
 - i. Any other items intended for non-hazardous disposal.
- 3. In order to determine whether wastes are classified as non-hazardous solid or hazardous waste for the above listed materials, as defined under the Resource Conservation and Recovery Act (RCRA), the Toxicity Characteristic Leaching Procedure (TCLP) must be performed. Representative samples shall be required of all materials in Item 2. a. through i. above to be disposed. Representative sampling shall be at a minimum, one sample of each component with LCP to be disposed of.
- 4. Submit written manifest to the Owner for signature prior to removing any waste from site and shall submit complete manifest to the Owner after waste is disposed at approved landfill.

B. Disposal of Non-Hazardous Contaminated Solid Waste

- 1. Place lead-containing paint chips, debris, and lead dust in double six-mil polyethylene bags that are air-tight and puncture-resistant. Pieces of wood or

other types of substrates that do not fit into polyethylene bags shall be wrapped and labeled "DANGER, LEAD DUST".

2. Place all disposable cleaning materials, such as sponges, mop heads, filters, disposable clothing in double six-mil polyethylene bags and seal.
3. Clean surfaces and equipment and bag large debris. Remove polyethylene sheeting and tape from covered surfaces. Prior to removing polyethylene sheeting, lightly mist the sheeting in order to keep dust down and fold inward to form tight bundles to bag for disposal. Place all polyethylene sheeting in double six-mil thick polyethylene bags and seal. Bags shall be labeled "Danger, Lead Dust".
4. Bag and seal vacuum bags and filters in double six-mil thick polyethylene bags.
5. Place all contaminated clothing or work area clothing used during abatement in polyethylene bags for disposal prior to leaving the work area.
6. Contain and properly dispose of all liquid waste, including lead dust-contaminated waste water.
7. HEPA vacuum the exterior of all liquid waste containers prior to removing waste containers from the work area, and wet-wipe containers to ensure that no residual contamination remains. Containers shall then be moved out of the work area into the designated storage area.
8. Carefully place the containers into a truck or dumpster used for disposal.
9. Ensure that all waste is transported in covered vehicles to a landfill, or lined landfill, if available, in accordance with applicable DOT and EPA regulations.
10. Submit to the observation service and the Owner the waste transfer procedure and route and shall comply with all state, local and DOT regulations concerning hazardous and non-hazardous waste removal and transportation.

C. Disposal of Hazardous Waste

1. Comply with RCRA and with all applicable state and local regulations.
2. Comply with all EPA regulations for waste treatment, transfer and disposal.
3. Materials testing as hazardous shall be prepared for disposal as follows:
 - a. Packaged and sealed in approved containers;
 - b. Name, location and telephone number of the disposal site used; copy of the state license in which the disposal site is located, locally-issued license, and a signed agreement that the disposal site will accept the hazardous lead waste shall be provided to the Observation Service;
 - c. Name, address and telephone number of any waste Sub-Contractors used; provide copies of licenses and signed agreements to the Observation Service;
 - d. Submit copies of the Hazardous Waste manifest as required by these specifications.

4. Waste Containers. Comply with EPA and DOT regulations for containers. Contact state and local authorities to determine their criteria for containers, and present this information to The Owner and the Observation Service. The more stringent regulation shall apply.
5. Waste Transportation. If the Abatement Contractor is not a certified hazardous waste transporter, the Contractor or Abatement Contractor shall contract with a certified transporter to move the waste. Transporter shall be at approval of the Owner. Require the certified hazardous waste transporter to fully comply with RCRA and DOT regulations.
6. Prior to removal of any hazardous waste the following information must be received in writing by the Observation Service and the Owner for their review and approval. Notify the Owner and the Observation Service not less than 48 hours prior to the proposed time of removing and delivery of contaminated waste to the landfill. The Owner and the Observation Service may elect to observe this operation:
 - a. Quantity of hazardous waste;
 - b. Type of waste materials;
 - c. Method of containerizing waste or waste treatment and appropriate licensing, certification and regulatory approvals;
 - d. Proposed waste hauler and disposal route;
 - e. Proposed waste disposal site or landfill.

Upon approval from the Observation Service, the waste may be transported as required.

7. Receipts from waste hauler and waste disposal site or landfill must be submitted by the Contractor and/or Abatement Contractor to the Owner and Observation Service and approved by the Owner and the Observation Service prior to approval of completion of the applicable phase of work.

D. Waste Reduction Techniques

1. Contractor shall perform all waste reduction techniques such as chipping, paint stripping, in accordance with all federal RCRA and state regulations. The following EPA regulations and requirements are applicable to this the lead abatement portion of the HazMat work:

40 CFR 61
40 CFR 241
40 CFR 257
40 CFR 261 and 262

Contractor shall obtain federal and state regulatory approval for waste reduction, as applicable.

2. Waste reduction is considered a lead abatement procedure and only licensed, trained, and qualified lead abatement workers and supervisors are allowed to perform this work item, including the handling, transfer, and waste reduction of lead abatement wastes from the Site.
3. All waste reduction techniques shall first be reviewed and approved by the observation service and the Owner and/or its authorized representative prior to

use in this project.

4. No treatment of hazardous waste will be allowed on this project. At no time shall Contractor render lead-containing waste non-hazardous as a process of waste reduction. Reduction of waste volume shall incorporate removal of lead-bearing constituents from abated components only. Any alternatives to this requirement must be presented to the observation service and the Owner in writing for review and approval.
5. Waste reduction shall occur under proper health and safety procedures. Contractor shall submit a Waste Reduction Health and Safety Plan to the Owner for review and approval. This Health and Safety Plan shall include the following as a minimum:
 - a. Worker protection procedures and compliance with OSHA 29 CFR 1926 as currently amended;
 - b. Isolation and containment procedures;
 - c. Procedures to eliminate visible emissions;
 - d. Final cleaning of waste reduction enclosure/work area;
 - e. Wash water filtration/recovery/disposal procedures;
 - f. Final waste reduction processing and disposal matrix;
 - g. All other manifest and transport requirements of this Section.
6. All costs associated with waste reduction and compliance are included in the Contract Price, including but not limited to rental of equipment and trailers, power connections, permits, fees, and license.

E. Cost for Disposal of Hazardous Waste

1. The cost for the correct disposal of all waste of this project shall be included in the Contract Price, including the lead abatement waste to be disposed as non-hazardous waste, and according to 40 CFR 241, 261, and 262.
2. The observation service shall submit to its approved laboratory for waste stream testing, samples of each type of component removed as part of the HazMat Work. The Abatement Contractors Total Base Bid shall include minimum requirements for testing of materials required by the disposal sites, hazardous and non-hazardous, and as referred to in this Section.

END OF SECTION

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SECTION 09 90 00
PAINTING AND COATING

PART 1 GENERAL

1.01 **RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division Specification Sections, apply to this Section.

1.02 **SUMMARY**

- A. This Section includes surface preparation and the field application of paint systems as specified at the end of this Section.
- B. Provide all labor, materials, and equipment necessary for Painting where shown on the contract drawings and specified herein including the following:
 - 1. Ferrous metal surfaces not galvanized or primed
 - 2. Galvanized metal surfaces
 - 3. Factory-primed metals
 - 4. Interior gypsum board walls, soffits, and ceiling surfaces
 - 5. Mechanical and/or electrical equipment without complete factory finish
 - 6. All surfaces of wood doors, including top, bottom and side edges
 - 7. All surfaces of metal doorframes
 - 8. All surfaces of metal doors
 - 9. Exposed structural steel
 - 10. Interior surfaces of ducts visible through grilles and registers
 - 11. All exposed factory primed piping and vehicle service equipment
- C. Surface preparation.
- D. Field application of paints, stains, and other coatings.
- E. Paint all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated
- F. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically so indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.
- G. See Painting Schedule at end of this document.

1.03 **REFERENCE STANDARDS**

- A. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2014.
- B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.
- C. GreenSeal GS-11 - Paints and Coatings; 2013.
- D. Conform to ASTM D 16 for interpretation of terms used in this section.
- E. **DEFINITIONS**
 - 1. VOC: Volatile Organic Compounds.

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2. Gloss Levels as follows, according to ASTM D523:
3. Flat: Gloss Level 1 (not more than 5 units at 60 degrees and 10 units at 85 degrees).
4. Low-Sheen: Gloss Level 3 (10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees).
5. Semi-Gloss: Gloss Level 5 (35 to 70 units at 60 degrees).
6. Gloss: Gloss Level 6 (70 to 85 units at 60 degrees) unless indicated otherwise.

1.04 SUBMITTALS

- A. See Part III – Special Provisions for submittal procedures.
- B. Product Data: For each type of product. Indicate preparation requirements and application instructions. Provide data on all finishing products, including VOC content.
- C. Samples: Submit three drawdown samples of selected colors for review.
 1. Provide samples on rigid backing, 8 inches square.
 2. Step coats on Samples to show each coat required for system.
 3. Label each coat of each Sample.
 4. Label each Sample for Location and application area.
- D. Product List: For each product indicated, include the following:
 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and Schedules.
 2. VOC content.
- E. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.
- F. Certification: By manufacturer that all paints and coatings do not contain any of the prohibited chemicals specified; GreenSeal GS-11 certification is not required but if provided shall constitute acceptable certification.

1.05 QUALITY ASSURANCE

- A. Single-Source Responsibility: Provide primer, undercoat, and finish coat paint products as manufactured by a single manufacturer as part of a complete paint system.
- B. Material quality: Provide manufacturer's premium grade (e.g. highest quality) paint material for the various paint systems specified.
- C. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum five years of documented experience.
- D. Installer Qualifications: Company specializing in application of paints and coatings with minimum 5 years of experience.

1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable code requirements for products and finishes including
- B. Air Pollution Control District regulations and federal lead content laws.
- C. VOC Compliance regulations
- D. Conform to California Air Resources Board (CARB) Rules, especially 1113
- E. Woodworking Institute (W.I.)

1.07 MOCK-UP

- A. Before proceeding with paint application, finish one complete surface of each color scheme required, clearly indicating selected colors, finish texture, materials and work quality. If approved, sample area will serve as a minimum standard for work throughout.

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1. Locate where directed.
2. If approved, mock-up may remain as part of the Work.
- B. Color Samples
 1. Required for each type of paint material and color, four 8 /12-inch x 11-inch swatches, to be submitted to the Engineer for approval not less than 7 days prior to start of painting. For stain or natural finish on wood, samples shall be submitted on type and quality of wood used on the project as approved by the City's Project Manager.
 2. Revise and resubmit each sample as requested by the City's Project Manager until approval is achieved. Approved samples will become standards of color and finish for accepting or rejecting the work of this Section.
 3. Finish painting shall not commence until approved samples are on file at the job-site.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in a dry, clean, and ventilated area, and as required by manufacturer's instructions.
- D. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F or as otherwise recommended in paint manufacturer's written instructions.

1.11 FIELD CONDITIONS AND COORDINATION WITH OTHER WORK

- A. Review other Sections of these Specifications in which prime paints are to be provided. Where requested by those trades performing Work in other Sections, provide information regarding paint products specified in this Section to ensure compatibility of overall painting system.
 1. Surface preparation, priming, and coats of paint specified in this Section are in addition to surface preparation and shop priming specified in other Sections of these Specifications.
 2. Where prime paints specified in other Sections of these Specifications are incompatible with prime or topcoats specified in these Section, provide barrier coats, or remove and re-prime as required.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
 1. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
 2. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
 3. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
 4. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.12 EXTRA MATERIALS

- A. Furnish extra materials from the same product run (batch mix) as materials applied and that are packaged for storage and identified with label describing contents.
- B. Quantity: Furnish an additional 5 percent, but not less than one gallon of each material and color applied.

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PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints and Stains:
 - 1. Benjamin Moore & Co: www.benjaminmoore.com.
 - 2. Sherwin Williams: www.sherwin-williams.com
 - 3. Dunn Edwards Paints: www.dunnedwards.com.
- C. Substitutions will not be accepted.

2.02 PAINTS AND COATINGS – GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- C. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- D. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
- E. Color Schedules: As indicated on drawings.

- 2.03 Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

2.04 ACCESSORY MATERIALS

- A. Elastomeric Sealant: Single-component, non-sag, paintable joint sealant complying with ASTM C 920 classifications as follows:
 - 1. Type: S (single component).
 - 2. Grade: NS (non-sag)
 - 3. Class: 12.5

PART 3 EXECUTION

3.01 EXAMINATION

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- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive finishes.
- C. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- D. Perform pH and moisture content tests on substrates where indicated by manufacturer.
- E. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- F. Test shop-applied primer for compatibility with subsequent cover materials.
- G. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Plaster and Stucco: 12 percent.
 - 3. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
 - 5. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.
- H. Do not begin until unacceptable conditions have been corrected.
- I. If substrate preparation is the responsibility of another installer, notify City's Project Manager of unsatisfactory preparation before proceeding.
 - 1. Portland Cement Plaster and Gypsum Plaster Substrates: Verify that plaster is fully cured.
 - 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
 - 3. Application of coating indicates acceptance of substrates and conditions.

3.02

PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Clean surfaces thoroughly and correct defects prior to coating application.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- D. Remove surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- E. Correct defects and clean surfaces which affect work of this section.
- F. Seal surfaces that might cause bleed through or staining of topcoat.
- G. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- H. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- I. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- J. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.

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- K. Aluminum Surfaces to be Painted: Remove surface contamination by steam or high-pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- L. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- M. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- N. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- O. Interior Wood Surfaces to Receive Stain and Transparent Sealer: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill holes and cracks after sealer has dried; sand lightly between coats. Stain entire surface. Prime concealed surfaces with transparent sealer.
- P. Exterior Cementitious Surfaces to be Painted: Remove dust, grit, and foreign matter. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- Q. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.
- R. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer recommended in writing by topcoat manufacturer for use in paint system indicated.
 - 2. Sand surfaces that will be exposed to view and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood immediately upon delivery to Project site.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.03 PREPARATION – EXISTING PAINTED SUBSTRATES

- A. Exterior: Mechanically clean surface using high-pressure water-wash or other feasible means to remove dirt, contaminants, rust scale, and loose and peeling paint.
 - 1. Remove mildew with a solution of one-part household bleach to three parts water, as required to leave an uncontaminated, clean surface. Where necessary, increase strength of solution and scrub with a soft bristle brush.
- B. Cement Plaster: Patch voids and cracks with elastomeric sealant, matching existing finish texture of surrounding cement plaster.
 - 1. Using wire brush or other suitable method, prepare surface of cracks required to obtain a firm surface.
 - 2. Cracks 1/64 to 1/32-Inch-Wide: Apply elastomeric sealant system over area of crack.
 - 3. Cracks Wider Than 1/32 Inch: Rout out crack to dimensions of 1/4 inch wide by 1/4 inch deep. Flush crack out to remove all grinding dust. Install bond breaker tape at bottom surface to prevent three- point adhesion.
 - 4. In areas where existing paint adhesion problems occur, preform pH tests to assure acceptable pH level of 8 to 10 prior to application of paint.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Sand wood and metal surfaces lightly between coats to achieve required finish.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe

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excess from surface.

- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
- H. Where previous paint coatings have been applied, test for adhesion of the substrate prior to application of new coatings. Remove any substrate that fails to adhere to the coatings below it. Sand surfaces to achieve uniform finish.

3.04 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Paint shop-primed equipment, where indicated.
- B. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- C. Finish equipment, piping, conduit, and exposed duct work in utility areas in colors according to the color-coding scheme indicated.
- D. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.05 WORK QUALITY

- A. All materials shall be applied free from runs, sags, wrinkles, streaks, shiners, holidays, and brush marks.
- B. All materials shall be applied uniformly. If any reduction on the coating's viscosity is necessary, it shall be done in accordance with the manufacturer's label directions.
- C. Carry all finish coats to natural breaks and transitions.
- D. Allow each coat to dry before re-coating, adjusting manufacturer's MINIMUM time recommendations between coats to job conditions.
- E. Apply each coat to achieve the specified dry film thickness per coat. Achieving the total system recommended dry mil thickness with application rates in excess of those recommended and fewer coats than specified will not be accepted.
- F. Apply each coat of paint slightly darker (or lighter depending on the finish color) than the preceding coat unless otherwise approved.
- G. Enamels and undercoats are to be sanded smooth prior to topcoating.
- H. Tops, bottoms, and sides of doors and garage doors are to be finished with the same number of coats as the face.
- I. Where spray application is used, backrolling should immediately follow. Spraying alone without backrolling is unacceptable. Wet film gauges are to be used after backrolling to insure acceptable wet film thickness.
- J. A quality control log, recording weather and surface conditions must be completed each day prior to beginning painting. Paint batches are to be recorded as used showing which building each is applied to and when.

3.06 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.07 PROTECTION

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.
- C. Tops, bottoms, and sides of all doors are to be finished with the same number of coats as the face.

3.08 SCHEDULE - SURFACES TO BE FINISHED

- A. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically noted.
 - 2. Fire rating labels, equipment serial number and capacity labels.

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3. Stainless steel items.
4. Ceramic Tile
5. Casework
- B. Paint the surfaces described below under Schedule - Paint Systems.
 1. Mechanical and Electrical: Use paint systems defined for the substrates to be finished.
 - a. Paint all insulated and exposed pipes occurring in finished areas to match background surfaces, unless otherwise indicated.
 - b. Paint shop-primed items occurring in finished areas.
 - c. Paint interior surfaces of air ducts and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
 - d. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
 2. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
 3. **Sunset Center:**
 - a. Building to remain operational during exterior painting.
 - b. Existing unpainted copper gutters are not to be painted. All other existing painted or unpainted metal gutters are to be painted.
 - c. Gutters are not required to be removed to paint wall underneath.
 - d. Site and courtyard handrails are not to be painted.
 4. **Harrison Memorial Library:**
 - a. Building to remain operational during exterior painting.
 - b. Exterior handrails are not to be painted.
 - c. Exterior alley bird netting: Contractor to remove and reinstall.
 - d. If Additive Item is awarded, bookcases are to be painted, not stained.
 - e. If Additive Item is awarded, the library will be closed during interior painting.
 - f. If Additive Item is awarded, basement: wallpaper in staff kitchen area is to be removed and walls are to be painted.
 - g. If Additive Item is awarded, basement kitchen and bathroom cabinetry/casework are to be repainted.
 - h. If Additive Item is awarded, basement mural is to be painted over.
 - i. If Additive Item is awarded, basement ceiling pipes are to be repainted to match wall color.
- C. **SCHEDULE - PAINT SYSTEMS**
 1. All exposed interior and exterior surfaces are to have a finished surface. Surfaces omitted from the following schedule but otherwise normally painted are assumed to be painted. Request clarification from Architect for paint system to be used.
 2. Exterior:
 - a. Exterior metal, (aluminum, ferrous with or without galvanizing):
 - 1) First Coat: Ultra Spec 500 D.T.M
 - 2) Second Coat: Ultra Spec 500 D.T.M., semi-gloss finish
 - 3) Third Coat: Ultra Spec 500 D.T.M., if needed, semi-gloss finish
 - b. Exterior metal, (aluminum or galvanized on roof):
 - 1) First Coat: Ultra Spec 500 D.T.M
 - 2) Second Coat: Ultra Spec 500 D.T.M., semi-gloss finish
 - 3) Third Coat: Ultra Spec 500 D.T.M., if needed, semi-gloss finish
 - c. Exterior Wood:
 - 1) First Coat: Ultra Spec N558 Acrylic blended latex Primer
 - 2) Second Coat: Ultra Spec Exterior, 100% Acrylic Semi-gloss finish

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- 3) Third Coat: 2406 Dulux Professional Ext. 100% Acrylic Semi-gloss Finish
- d. Cement Plaster:
 - 1) Ultra Spec masonry acrylic sealer #608 100% acrylic system - Refer to Specification Section 09 24 00.
 - 2) Ultra Spec Elastomeric #360, low luster.
- 3. Interior:
 - a. Ferrous metal - semi-gloss enamel (SGE):
 - 1) First Coat: Ultra Spec D.T.M HP29 Direct-to Metal Primer and Finish
 - 2) Second Coat: 4216 High Performance Waterborne Acrylic SGE
 - 3) Third Coat: 4216 High Performance Waterborne Acrylic SGE
 - b. Gypsum drywall - semi-gloss enamel (SGE):
 - 1) First Coat: Ultra Spec 500 Primer N534
 - 2) Second Coat: Ultra Spec 500 N539 Acrylic, Semi-gloss interior wall and trim enamel
 - 3) Third Coat: Ultra Spec 500 N539 Acrylic, Semi-gloss interior wall and trim enamel.
 - c. Gypsum drywall at 'wet' areas - semi-gloss enamel (SGE):
 - 1) First Ultra Spec 500 Primer N534
 - 2) Second Coat: Ultra Spec 500 N539 Acrylic, semi-gloss interior wall and trim enamel.
 - 3) Third Coat: Ultra Spec 500 N539 Acrylic, semi-gloss interior wall and trim enamel.
 - d. Gypsum drywall - epoxy coating
 - 1) First Coat: Fresh Start N023 Acrylic
 - 2) Second Coat: Corotech Acrylic Epoxy V450
 - 3) Third Coat: Corotech Acrylic Epoxy V450
 - e. Gypsum drywall - egg shell enamel (ESE):
 - 1) First Coat: Ultra Spec 500 Primer N534
 - 2) Second Coat: Ultra Spec 500 N538 Acrylic, Eggshell Finish wall and trim enamel.
 - 3) Third Coat: Ultra Spec 500 N538 Acrylic, Eggshell Finish wall and trim enamel.
 - f. Wood:
 - 1) Manufacturer's standard stain for color selection by Architect.
- D. SCHEDULE - LOCATIONS
 - a. Interior
 - 1) Hollow metal doors and frames: PTN-2E
 - 2) See finish schedule and interior elevations.
 - b. Exterior
 - 1) See finish schedule and exterior elevations.

END OF SECTION

**23-24-002 – Sunset Center and HML Painting Projects
CARMEL-BY-THE-SEA**

SECTION 20 27 00

**ON-SITE MOVING AND
STORAGE**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes the selective removal and on-site storage of items to include but not limited to the following:

1. Harrison Memorial Library – Interior Painting

i. Selective temporary removal and storage of wall art, computer equipment, and furniture; refer to drawings.

1.03 PROJECT OVERVIEW

A. The selected moving company will be responsible for packing, loading, relocating to another location **ON-SITE** for temporary storage, as well as moving, unpacking, and replacing the items once painting is complete. The following tasks are included in this project:

1. Pack and wrap all items carefully and securely, using appropriate materials and techniques to protect them during moving and storage.

2. Label each item clearly with its location to ensure that it is put back in the correct location after return from the temporary storage location.

3. Load the items into the storage location, ensuring that they are arranged safely and securely to prevent any damage.

4. Move the items to the temporary storage location, using safe and efficient techniques and following all rules and regulations.

5. Unload the items at the temporary storage location, ensuring that they are placed in their correct location according to the labeling.

6. Store the items securely at the temporary location, ensuring that they are protected from damage and theft.

7. Retrieve the items from the temporary storage location and move them back to the original location in the library once the painting is complete.

8. Unpack the items and remove all packaging materials, disposing of them appropriately.

9. Replace all items in their original locations. Re-hang all wall art securely.

1.04 SUBMITTALS

A. Qualification Data: For moving firm.

**23-24-002 – Sunset Center and HML Painting Projects
CARMEL-BY-THE-SEA**

B. Schedule of Selective Moving Activities Indicating the Following:

1. Detailed sequence of packing and moving work, with starting and ending dates for each activity. Coordinate to avoid interruptions to Owner's on-site operations.
2. Locations of temporary protection and means of egress, including for staff affected by selective moving operations, if applicable.
3. Coordination of Owner's continuing occupancy of portions of the building and partial use of premises, if applicable.
4. Dust and noise control measures.

C. Inventory: After selective moving is complete, submit a list of items that have been moved and stored.

D. Pre-moving Photographs: Show existing conditions of site, including wall art, furnishings, and finish surfaces that might be misconstrued as damage caused by selective moving operations. Submit before Work begins.

1.05 QUALITY ASSURANCE

A. Moving Firm Qualifications: An experienced firm that has specialized in moving work similar in material and extent to that indicated for this Project.

[END OF SECTION]

APPENDIX A:
BID FORMS FOR SUBMITTAL



CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

BID COVER SHEET

FOR

**SUNSET CENTER AND HARRISON MEMORIAL LIBRARY
PAINTING PROJECTS
Project Code 23-24-002**

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Cover Sheet (this sheet)	_____
2. Signed Bid Submission	_____
3. Bid Schedule	_____
4. Declaration of Bidder, Acknowledgement of Addenda, and Example Projects	_____
5. References	_____
6. Subcontractors List	_____
7. Non-collusion Declaration	_____
8. Debarment and Suspension Certification	_____
9. Bid Bond	_____
10. Certification of Worker's Compensation Insurance	_____
11. Site Visit Certification	_____

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

By: _____
Company Name Signature



CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS
FOR

**SUNSET CENTER AND HARRISON MEMORIAL LIBRARY
PAINTING PROJECTS
Project Code 23-24-002**

BID PROPOSAL

To the Honorable City Council
City of Carmel-by-the-Sea
City Clerk
Eastside of Monte Verde
Between Ocean and Seventh Avenues
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for the lump sums and unit prices set forth in the following schedule.

BID APPROVAL:

PRINCIPAL/ OWNER

COMPANY

DATE: _____

**SUNSET CENTER AND HARRISON MEMORIAL LIBRARY
PAINTING PROJECTS
Project Code 23-24-002**

COMPANY

BID SCHEDULE**A. SUNSET CENTER**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		\$
2	Sunset Center Exterior Painting	1	LS		\$
3	Dry Rot Allowance – Sunset Center	1	AL		\$ 5,000
SUNSET CENTER BASE BID (BASIS OF AWARD):					\$
SUNSET CENTER BASE BID (BASIS OF AWARD) IN WORDS:					

B. HARRISON MEMORIAL LIBRARY

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		\$
2	Harrison Memorial Library Exterior Painting	1	LS		\$
3	Dry Rot Allowance – Harrison Memorial Library	1	AL		\$ 5,000
HARRISON MEMORIAL LIBRARY BASE BID (BASIS OF AWARD):					\$
HARRISON MEMORIAL LIBRARY BASE BID (BASIS OF AWARD) IN WORDS:					
Additive Bid Items					
4	Harrison Memorial Library Interior Painting	1	LS		\$
HARRISON MEMORIAL LIBRARY ADDITIVE BID :					\$
HARRISON MEMORIAL LIBRARY ADDITIVE BID IN WORDS:					

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. _____, Class: _____, Expiration date: _____.

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN

_____, COUNTY, CALIFORNIA, ON _____, 201_____.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE_____
Signature_____
Printed Name and Title**The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:****ADDENDA****DATE RECEIVED****INITIAL**

1. _____

2. _____

EXAMPLE PROJECTS

Bidder shall list at least three (3) jobs of a similar nature completed by Bidder's organization within the past three (3) years. (Please include Reference Contact Information on the following page.)

Date Completed	Dollar Amount	Organization	Job Type	Project Location

REFERENCES

List at least three (3) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

SUNSET CENTER AND HARRISON MEMORIAL LIBRARY PAINTING PROJECTS

ORGANIZATION

Contact Person	Title			
Address	P.O. Box	City	State	Zip
Phone Number	Email			

ORGANIZATION

Contact Person	Title			
Address	P.O. Box	City	State	Zip
Phone Number	Email			

ORGANIZATION

Contact Person	Title			
Address	P.O. Box	City	State	Zip
Phone Number	Email			

REFERENCE CHECKS:

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.

SUBCONTRACTOR'S LIST

The Bidder shall list below the name, the location of the place of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work

*This project requires that the Contractor submit information with the Bid Proposal including firm name, licenses, and qualifications of the independent, third party Hazardous Materials Testing consulting firm that will be overseeing the HazMat remediation contractor.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, 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 a 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.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

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 this _____ day of _____, 201__ in _____ [City], _____ County, California.

Signature

Printed Name and Title

Company

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 20__ in _____ [city], _____ County, California.

Signature

Printed Name and Title

Company

BID BOND

(To be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Carmel-by-the-Sea** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **SUNSET CENTER AND HARRISON MEMORIAL LIBRARY PAINTING PROJECTS (Code 23-24-002)**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to ten percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

<div style="text-align: center;">_____ (Bidder/Principal Name)</div> <div>By: _____ (Signature)</div> <div>_____</div> <div>(Typed or Printed Name)</div> <div>Title: _____</div> <div>(Attach Notary Public Acknowledgement of Principal's Signature)</div>

<div style="text-align: center;">_____ (Surety Name)</div> <div>By: _____ (Signature of Attorney-In-Fact for Surety)</div> <div>_____</div> <div>(Typed or Printed Name of Attorney-In-Fact)</div> <div>(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)</div>

<div style="text-align: center;">Contact name, address, telephone number and email address for notices to the Surety</div> <div>_____ (Contact Name)</div> <div>_____ (Street Address)</div> <div>_____ (City, State & Zip Code)</div> <div>(_____) _____ (_____) _____ Telephone Fax</div> <div>_____ (Email address)</div>
--

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

3. I am aware that the provisions of California Labor Code §3700 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 this Contract.

(Contractor Name)

By: _____
(Signature)

(Company)

SITE VISIT CERTIFICATION

NAME OF COMPANY: _____

PROJECT TITLE: **Sunset Center and Harrison Memorial Library Painting Projects**

I hereby certify that I, _____

An employee of _____ (the bidder)

Have visited the site(s) associated with the project.

The bidder has fully acquainted themselves with the conditions affecting the work, nature of the sites, geographical and exact location of the proposed works; the general conditions required for works execution; the neighboring buildings and other constraints that might affect the construction methods; the physical conditions specific to the construction sites; means of communication and transport; sources of construction materials and all conditions and circumstances which might influence the execution of the works as pertaining to the bid.

Name: _____

Title: _____

Signature: _____ Date: _____

APPENDIX B:
SAMPLE CONTRACT,
PERFORMANCE BOND,
AND PAYMENT BOND

SAMPLE CONTRACT

CITY OF CARMEL-BY-THE-SEA AGREEMENT FOR CONTRACTOR SERVICES

Contractor name
Project Service
Contract #

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of _____, 20____, between the City of Carmel-by-the-Sea, a municipal corporation ("City") and _____, a _____, ("Contractor") whose current and valid Contractor's License # _____, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement will commence on _____ and will remain and continue in effect until tasks described herein are completed, but in no event later than _____, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Contractor must perform the tasks described and set forth in Exhibit "A," attached hereto and incorporated herein as though set forth in full. Contractor must complete the tasks according to the schedule of performance which is also set forth in Exhibit "A." Exhibit "A" may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor. ("Contract Documents".)

3. **PERFORMANCE**

(a) Contractor must at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

(b) Contractor must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and must comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor will be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and must post danger signs warning against known or reasonably foreseeable or unusual hazards.

(c) Contractor acknowledges that it is familiar with City's policies for the protection of trees and agrees to take all reasonable precautions to protect trees not subject to trimming or removal from damage which might be cause during the work to be performed. (See Carmel-by-the-Sea Municipal Code Chapter 12.28).

(d) At all times during the term of this Agreement, Contractor must have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

(e) The Contractor will obtain a valid City Business License and must maintain said Business License for the term of this Agreement and any extensions thereof.

(f) Contractor will keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor must at all times observe and comply with all such laws and regulations. City, its officers and employees, will not be liable at law or in equity occasioned by failure of Contractor to comply

with this Section. Contractor further agrees to indemnify and hold City, its officers and employees harmless for any such violation of law or regulation, as further set out under paragraph 11 of this agreement.

(g) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

(h) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf may refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Contractor acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

(i) Contractor must maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "D" attached to and part of this agreement. To insure performance, Contractor and any subcontractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the Contract.

(j) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Carmel-by-the-Sea in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Carmel-by-the-Sea will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section will be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "E" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement will take precedence over those contained in the Contractor's proposals.

5. CITY MANAGEMENT

The Public Works Director or Project Manager will represent City in all matters pertaining to the administration of this Agreement, review and approve of all products submitted by Contractor. However, the Public Works Director nor the Project Manager will not have the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Administrator or his designee, will be authorized to act on City's behalf and to execute all necessary change order documents which enlarge the Tasks to Be Performed, or change Contractor's compensation subject to Section 6 hereof.

6. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "B", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount may not exceed _____ (\$_____) which sum will include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Administrator's Contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any Contract amendments that exceed the total threshold, require City Council approval. Any Contracts, including Contract amendments that exceed the total threshold, which have not received prior City Council approval, will be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices must be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment will be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it will give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City may at all times have the right to inspect the work and materials supplied by Contractor. Contractor will furnish all reasonable aid and assistance required by City for the proper examination of the work, materials and parts thereof. Such inspection will not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications of the Contract or any modifications thereof and in compliance with the law.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of intention to terminate. Upon receipt of said notice, the Contractor must immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination will not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City will pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is consistent with the provisions of the Contract Documents. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 6(c).

9. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement will constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City will have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it will not be considered a default.

(b) In the event that the City Administrator or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she may cause to be served upon Contractor a written notice of the default. Contractor will have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City will have the right, but not the obligation, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Contractor must maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor must maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records must be maintained in accordance with generally accepted accounting principles and must be clearly identified and readily accessible. Contractor must provide free

access to the representatives of City or its designees at reasonable times to such books and records; must give City the right to examine and audit said books and records at _____; will permit City to make copies and transcripts there from as necessary; and must allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, will be maintained at the City of Carmel-by-the-Sea City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement will become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor will make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor must indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor will bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor will not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor must indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and will survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor will not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

12. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor must immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and must indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

13. INSURANCE

(a) Contractor must submit and maintain prior to the beginning of and for the duration of this Agreement insurance coverage covering the Contractor and designating the City, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It must be stated, in the Additional Insured Endorsement, that Contractor's insurance policies will be primary as respects any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants will be non-contributory. The Additional Insured Endorsement will not apply to the Professional Liability Insurance.

General Liability:

a. General Aggregate	\$2,000,000
b. Products Comp/Op Aggregate	\$2,000,000
c. Personal & Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a. Workers' Compensation	Statutory Limits
b. EL Each Accident	\$1,000,000
c. EL Disease - Policy Limit	\$1,000,000
d. EL Disease - Each Employee	\$1,000,000

Automobile Liability

a. Any vehicle, combined single limit	\$2,000,000
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(b) Other Insurance Requirements

(1) All insurance required under this Agreement must be written by an insurance company admitted to do business in California with a current A.M. Best rating of no less than A: VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

(2) Each insurance policy required by this Agreement must be endorsed to state that CITY must be given notice in writing at least thirty (30) days in advance of any cancellation thereof, except CITY must be given TEN (10) days' notice for nonpayment of the premium.

(3) The general liability and auto policies must:

(a) Provide an endorsement naming CITY, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent.

(b) Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by CITY.

(c) Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.

(d) Provide for a waiver of any subrogation rights against CITY via an ISO CG 24 01 10 93 or its equivalent.

(e) Prior to the start of work under this Agreement Contractor must file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Administrator. Contractor must file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

(f) The Contractor must immediately advise the City of any litigation and/or open claims that may affect these insurance policies.

14. INDEPENDENT CONTRACTOR

(a) Contractor is and will at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor will at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents may have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor may not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor may not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits will be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City will not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City will not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or subcontractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, will be considered employees or subcontractors of Contractor only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or subcontractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or subcontractors, while so engaged in any of the work or services provided for or rendered herein will not be City's obligation.

15. PREVAILING WAGE

(a) Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to City for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

(b) Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website: <http://www.dir.ca.gov/OPRL/dprewagedetermination.htm>.

(c) Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City's Department of Public Works and available to Contractor and any other interested party upon request.

(d) Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code §

1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

(e) Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to City for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

(f) Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

(g) Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a) and the payroll record keeping requirements of Labor Code Section 1776. City hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>.

(h) Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code section 1725.5. Contractor must obtain proof of such registration from all such subcontractors."

(i) If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, may have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

(a) Contractor must at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

(b) Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or may acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest may be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not Contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or

partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its subcontractors will provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

(c) If City determines Contractor comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Contractor must complete and file and must require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

18. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement will not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

19. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement will be considered confidential and may not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, may not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor must promptly notify City, through the City Attorney's office, should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with the City and City Attorney's office and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City or the City Attorney's office to control, direct, or rewrite said response.

20. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: _____

To Contractor: _____

21. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement may be construed to create, and the parties do not intend to create, any rights in third parties.

22. ASSIGNMENT

Contractor may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

23. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California will govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement will take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive persona and in rem jurisdiction and venue of the aforementioned courts.

24. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action may be entitled to a reasonable attorney's fee which may be fixed by the judge, mediator or arbitrator hearing the case, and such fee will be included in the judgment together with all costs.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and will be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. CLAYTON AND CARTWRIGHT ACT ASSIGNMENTS.

In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed 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. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor will be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement will remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF CARMEL-BY-THE-SEA:

By: _____
City Administrator

Date: _____

CONTRACTOR:

By: _____

(Printed Name)

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Brian A. Pierik, City Attorney

Date: _____

PERFORMANCE BOND

BOND NO. _____

PREMIUM: _____

WHEREAS, The City of Carmel-by-the-Sea, (hereinafter designated as "Obligee") and _____ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project

_____ is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and _____ as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of Fifty Thousand Dollars (\$ 50,000) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees as determined by the Court, incurred by obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the Plans or Specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

By _____

PRINCIPAL

By: _____

PRINCIPAL

By: _____

ATTORNEY-IN-FACT

PAYMENT (LABOR AND MATERIALS) BOND

BOND NO.:

KNOW ALL MEN/WOMEN BY THESE PRESENCE that we, _____ as
Principal (also referred to herein as "Contractor"), and _____ as
Surety, are held and firmly bound unto City of Carmel-by-the-Sea, hereinafter called
"OWNER," in the sum of

Fifty Thousand Dollars (\$ 50,000) for the payment of which sum, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded
and is about to enter into the annexed Contract with the City of Carmel-by-the-Sea for the On-
Call Tree Maintenance Services, in accordance with OWNER's Call for Bids documents and
Principal's Bid Dated ___, and to which reference is hereby made for all particulars, and
is required by said City of Carmel-by-the-Sea to give this bond in connection with the execution
of said Contract;

NOW, THEREFORE, if said Contractor, its Subcontractors, its heirs, executors,
administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions,
equipment, or other supplies used in, upon, for or about the performance of the WORK
contracted to be done under the Contract, or (b) for any work or labor thereon of any kind
contracted to be done under the Contract, or (c) for amounts due under the Unemployment
Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any
amounts required to be deducted, withheld, and paid over to the Employment Development
Department from the wages of employees of the Contractor and its Subcontractors under
Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in
each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of
the State of California and acts amendatory thereof, and sections of other codes of the State of
California referred to therein and acts amendatory thereof, and provided that the persons,
companies, corporations or other entities so furnishing said materials, provisions, provender,
equipment, or other supplies, appliances, or power used in, upon, for, or about performance of
the Work contracted to be executed or performed, or any person, company, corporation or entity
renting or hiring implements or machinery or power for or contributing to said Work to be done,
or any person who performs work or labor upon the same, or any person, company, corporation
or entity who supplies both work and materials therefor, shall have complied with the provisions
of said laws, then said Surety will pay in full the same in an amount not exceeding the sum
hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable
attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all
persons named in Section 9100 of the Civil Code of the State of California so as to give a right
of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this _____ day of _____, 20____.

_____ Surety	_____ Principal
By: _____	By: _____
_____ Print Name/Title	_____ Print Name/Title
_____ Address	_____ Address
(_____) _____ Telephone Number	(_____) _____ Telephone Number
_____ Email Address	_____ Email Address

NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.