



Purchasing & Contracts Branch

2201 East Market Street
Long Beach, California 90805-5556
RFB Contact: Erica Bonilla

REQUEST FOR BIDS (RFB)

RFB No. 01-1819
Asbestos Abatement and
Lead Stabilization, District-Wide

Released on: June 12, 2018

RFB Contact

6/12/18

Date

Director

6/11/18

Date

MANDATORY PRE-BID MEETING:

June 19, 2018 at 9:00am
2201 E. Market St., Long Beach, CA 90805

BIDS DUE:

July 3, 2018 at 2:00pm
2201 E. Market St., Long Beach, CA 90805

TABLE OF CONTENTS

NOTICE INVITING BIDS	5
INTRODUCTION.....	6
INSTRUCTIONS TO BIDDERS.....	7
1. EXAMINATION OF BID DOCUMENTS.....	7
2. REQUESTS FOR INFORMATION.....	7
3. ADDENDA.....	7
4. PREPARATION OF BID FORM.....	7
5. BID BOND (SECURITY).....	8
6. LISTING SUBCONTRACTORS.....	8
7. WORKERS' COMPENSATION.....	8
8. NON-COLLUSION DECLARATION.....	9
9. CONTRACTOR'S LICENSE.....	9
10. REJECTION OF BIDS.....	9
11. WITHDRAWAL OF BIDS.....	9
12. CONTRACT DOCUMENTS.....	9
13. ANTI-DISCRIMINATION.....	9
14. EMPLOYMENT OF APPRENTICES.....	9
15. WAGE RATES, TRAVEL AND SUBSISTENCE.....	10
16. DIR REGISTRATION OF CONTRACTOR AND SUBCONTRACTORS.....	10
17. BID PROTEST PROCEDURE.....	11
ARTICLES	13
ARTICLE 1 DEFINITIONS.....	13
ARTICLE 2 LAWS CONCERNING THE DISTRICT A PART HEREOF.....	13
ARTICLE 3 SITE INVESTIGATION.....	13
ARTICLE 4 STATUS OF CONTRACTOR.....	13
ARTICLE 5 CONTRACTOR'S SUPERVISION.....	13
ARTICLE 6 SUBCONTRACTORS.....	14
ARTICLE 7 DISTRICT'S INSPECTOR.....	14
ARTICLE 8 ARCHITECT'S STATUS.....	14
ARTICLE 9 ASSIGNMENT OF ANTITRUST ACTIONS.....	14
ARTICLE 10 OTHER CONTRACTS.....	14
ARTICLE 11 OCCUPANCY.....	14
ARTICLE 12 DISTRICT'S RIGHT TO DO WORK.....	15
ARTICLE 13 DISTRICT'S RIGHT TO TERMINATE CONTRACT.....	15
ARTICLE 14 TERMINATION BY THE DISTRICT FOR CAUSE.....	15
ARTICLE 15 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT).....	16
ARTICLE 16 CONTRACT SECURITY - BONDS.....	16
ARTICLE 17 SUBSTITUTION OF SECURITIES.....	16
ARTICLE 18 INSURANCE REQUIREMENTS.....	16
ARTICLE 19 PERFORMANCE AND PAYMENT BONDS.....	17
ARTICLE 20 DRAWINGS AND SPECIFICATIONS.....	18
ARTICLE 21 OWNERSHIP OF DRAWINGS.....	18
ARTICLE 22 DETAIL DRAWINGS AND INSTRUCTIONS.....	18
ARTICLE 23 TESTS AND INSPECTIONS.....	19
ARTICLE 24 STATE AUDIT.....	20
ARTICLE 25 PREFERENCE FOR MATERIALS AND SUBSTITUTIONS.....	20
ARTICLE 26 SAMPLES.....	21
ARTICLE 27 PROGRESS SCHEDULE.....	21
ARTICLE 28 MATERIALS AND WORK.....	22
ARTICLE 29 OBTAINING OF PERMITS, LICENSES AND EASEMENTS.....	22

ARTICLE 30	ACCESS TO WORK	22
ARTICLE 31	SANITARY FACILITIES	22
ARTICLE 32	CLEANING UP	22
ARTICLE 33	GUARANTEE	22
ARTICLE 34	DUTY TO PROVIDE FIT WORKERS	23
ARTICLE 35	FINGERPRINTING	23
ARTICLE 36	WAGE RATES, TRAVEL AND SUBSISTENCE	23
ARTICLE 37	PAYROLL RECORDS	24
ARTICLE 38	WITHHOLDING OF CONTRACT PAYMENTS & PENALTIES	24
ARTICLE 39	APPRENTICES	25
ARTICLE 40	PROTECTION OF PERSONS AND PROPERTY	25
ARTICLE 41	NON-DISCRIMINATION	26
ARTICLE 42	COST BREAKDOWN AND PERIODICAL ESTIMATES	26
ARTICLE 43	CONTRACTOR CLAIMS & DISPUTES	26
ARTICLE 44	CLAIMS PROCEDURES & REQUIREMENTS	27
ARTICLE 45	PAYMENTS TO CONTRACTOR	28
ARTICLE 46	CHANGES AND EXTRA WORK	28
ARTICLE 47	COMPLETION	29
ARTICLE 48	ADJUSTMENTS TO CONTRACT PRICE	29
ARTICLE 49	CORRECTION OF WORK	29
ARTICLE 50	EXTENSION OF TIME - LIQUIDATED DAMAGES	29
ARTICLE 51	PAYMENTS WITHHELD	29
ARTICLE 52	EXCISE TAXES	30
ARTICLE 53	TAXES	30
ARTICLE 54	NO ASSIGNMENT	30
ARTICLE 55	NOTICE AND SERVICE THEREOF	30
ARTICLE 56	NO WAIVER	30
ARTICLE 57	HAZARDOUS MATERIALS	30
ARTICLE 58	DISTRICT'S RIGHT TO CARRY OUT THE WORK	30
ARTICLE 59	INDEMNIFICATION	30
ARTICLE 60	NON-UTILIZATION OF ASBESTOS MATERIAL	30
ARTICLE 61	LIEN RELEASES	30
GENERAL CONDITIONS		30
SUPPLEMENTARY GENERAL CONDITIONS		33
CONTRACT DOCUMENTS (SAMPLES)		34
DISTRICT MAP & ADDRESSES		40
CHECKLIST OF MANDATORY BID DOCUMENTS		42
BID FORM		43
DESIGNATION OF SUBCONTRACTORS		51
WORKERS' COMPENSATION CERTIFICATION FORM		53
NON-COLLUSION DECLARATION FORM		54
BID BOND FORM		55
TECHNICAL PROVISIONS - ASBESTOS		57
TECHNICAL PROVISIONS - LEAD		93



NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Long Beach Unified District, acting by and through its Governing Board, hereinafter referred to as "District", will receive, prior to **2:00pm on July 3, 2018**, sealed bids for the award of a Contract for the following: **RFB No. 01-1819 - Asbestos Abatement and Lead Stabilization, District-Wide**. The bid documents are available at 2201 E. Market Street, Long Beach, CA 90805 and on our District website at <http://www.lbschools.net>.

All bids shall be made and presented only on the forms provided by the District. Bids shall be received in the Purchasing Department at 2201 E. Market Street, Long Beach, CA and shall be opened and publicly read aloud at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

There will be a Mandatory Pre-Bid Meeting at the District's Purchasing & Contracts Branch located at 2201 E. Market St., Long Beach, CA 90810, on **June 19, 2018 at 9:00am**. Any Contractor bidding on the Project who fails to attend the entire mandatory Pre-Bid Meeting will be deemed a non-responsive bidder and will have their bid returned unopened.

Contractor shall be duly licensed in the State of California in accordance with the provisions of 2016 California Code - Business and Professions Code Division 3, Professions and Vocations Generally, Chapter 9, as amended. Contractor shall also be currently certified by California Contractors State License Board (CSLB), under Class C-22 Asbestos Abatement Contractor license along with California Department of Public Health (CPDH) Lead Certification.

Each submitted bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Bid Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

The Contractor and all Subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

Published: **June 11, 2018** and **June 18, 2018**



INTRODUCTION

The District is seeking sealed bids from qualified vendors (Bidder/Contractor), to provide the services referenced in the Notice Inviting Bids and in the Scope of Work below.

The District contact (Contact), below, for this RFB is the sole point of contact for this procurement. Bidders are not permitted to communicate with other District staff or officials about this RFB, except during pre-bid meetings and/or interviews, unless otherwise directed by the Contact.

Erica Bonilla

ebonilla@lbschools.net

Bidders interested in participating in this solicitation should immediately provide the Contact with a telephone number and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete bids.

Scope of Work:

Contractor is to provide routine and urgent asbestos and lead abatement/stabilization, and encapsulation services upon written request from the District. Work requirements will be identified during a joint inspection by the Contractor and District's Representative during which total quantities of line items to be accomplished will be determined.

For work which a specific unit bid price has not been included, the Contractor will be compensated for material based upon the paid invoice amount plus the percentage mark-up on the invoice amount, as indicated on the awarded bid schedule. The compensation for labor will be based upon hours negotiated during the Contractor/District Representative inspection at the as-bid hourly labor rate. Upon completion of the inspection, the Contractor shall provide a written proposal based upon the bid unit prices and agreed upon non pre-priced items.

The District will verify the Contractor's proposal and issue a written order for the work.

The District shall enter into an initial one-year contract in the amount of \$500,000 upon bid award. The District is not obligated to expend the full contract amount, as this work is on an as-needed basis. The contract may be renewed for additional periods, upon mutual consent of the Contractor and the District, providing funding is available and all other terms and conditions remain firm. Total length of contract is not to exceed the duration that is permissible by law. If the District authorizes, in writing, to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration date of the contract shall be automatically extended solely to allow for the completion of such services.

The District may continue to expense *approximately* the same amount for each additional year of the contract, although it is not obligated to renew or extend the contract after the initial one-year term. The District may enter into additional contracts within the same fiscal year to complete work as needed.

Bid pricing shall remain firm during the initial contract term. The District may however, accept a justified price increase with a minimum thirty (30) days written notice prior to each renewal. Such increase is to be effective on renewal only.



INSTRUCTIONS TO BIDDERS

1. Examination of Bid Documents.

Each Bidder shall become fully acquainted with the bid documents, any drawings, or specifications, and other contract documents related to this RFB. The submission of the bid proposal shall be conclusive evidence that each Bidder has made a complete and thorough examination of the Bid Documents. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

2. Requests for Information.

If any Bidder is in doubt as to the true meaning of any part of the Bid Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The Bidder submitting the request shall be responsible for its prompt delivery. Any clarification or correction of the Bid Documents will only be made by Addendum duly issued by the District, and a copy of such Addendum will be made available for each contractor receiving a set of the Bid Documents. Each request for information shall be submitted in writing, via email, to only the Contact:

Erica Bonilla

ebonilla@lbschools.net

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and email, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification requests shall be filed no later than June 22, 2018 at 12:00pm PST. Requests received after June 22, 2018 at 12:00pm PST shall not be considered or responded to. Pre-bid clarification requests submitted by June 22, 2018 will receive a response from the District no later than **June 28, 2018.** A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the District not less than seventy-two (72) hours prior to bid opening.

3. Addenda.

Clarification or any other notice of a change in the Bid Documents will be issued only by the District and only in the form of a written Addendum, transmitted by e-mail and available on the District website to those who have received a complete set of Bid Documents. Any other purported addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the RFB number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

4. Preparation of Bid Form.

Bids under these specifications shall be submitted on the blank forms furnished in this Bid Document at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed pricing must be stated clearly and legibly in both words (if applicable) and numerals. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or

signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.

All Bids must be signed by the Bidder in permanent **blue** ink and submitted in sealed envelopes, bearing on the outside, the Bidder's name, address, telephone number, and the name of the Project for which the Bid is being submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each Bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any Bid received at the designated location after the scheduled closing time for receipt of bids will not be opened or considered. Bids shall be submitted to and addressed as follows:

**LBUSD Purchasing & Contracts Branch
Attn: Erica Bonilla
RFB No. 01-1819
2201 E. Market Street
Long Beach, CA 90805**

It is important that submitted bids be clearly marked and tagged in reference to "RFB No. 01-1819."

5. Bid Bond (Security).

Bids must be accompanied by a cashier's check, certified check or bid bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the Bid Documents. Such bidder's security shall be in an amount as specified in the General Conditions.

6. Listing Subcontractors.

Each bidder shall submit with his bid, on the form furnished with the Bid Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

7. Workers' Compensation.

In accordance with the provisions of Labor Code section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Documents.

8. Non-Collusion Declaration.
Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.
9. Contractor's License.
To perform the work required by this notice, the Contractor must possess the Contractor's License and Certification as specified in the Notice Inviting Bids, and the Contractor must maintain the license and certification throughout the duration of the Contract. If, at the time of bid, Bidder is not licensed and certified to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.
10. Rejection of Bids.
The District reserves the right to accept or reject any and all bids, or any portion or combination thereof, or award on the basis of the total bid and waive any informality or irregularity in the bids or bidding.
11. Withdrawal of Bids.
Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand. No Bidder may withdraw any bid for a period of ninety (90) calendar days after the opening of bids.
12. Contract Documents.
The Agreement form which the successful Bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and insurance endorsements which Contractor will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the Bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is one (1). Payment and/or Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.
13. Anti-Discrimination.
It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.
14. Employment of Apprentices.
The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

15. Wage Rates, Travel and Subsistence.

- a. The Contractor and all Subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.
- b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Bid Documents or authorized by law.
- d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

16. DIR Registration of Contractor and Subcontractors.

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 in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement

and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

17. Bid Protest Procedure.

Any bidder may file a bid protest. The protest shall be filed in writing with the District's Assistant Purchasing & Contracts Director not more than five (5) business days after the date of the Notice of Intent of Award. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

- a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.
- b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Purchasing & Contracts Director or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided, to:

LBUSD Purchasing & Contracts Branch
Attn: Erica Bonilla
RFB: No. 01-1819
2201 E. Market Street
Long Beach, CA 90805

- c. Appeal Review: The Purchasing & Contracts Director or their designee shall review the decision on the bid protest from the Assistant Purchasing & Contracts Director and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of Purchasing & Contracts Director or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.
- d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the bid pending an Appeal. If there is a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

- e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.



ARTICLES

ARTICLE 1 DEFINITIONS

1. Action of the Governing Board is a vote of a majority of the District's governing board.
2. Approval means written authorization through action of the governing board unless specific delegation of approval authority is delegated to a District representative.
3. As shown, as indicated, as detailed refers to drawings accompanying this specification.
4. Contract, Contract Documents includes all contract documents to wit: Notice inviting Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Performance Bond, Payment Bond, Certificates of Insurance, Insurance Policies, General Conditions, Supplementary or Special Conditions (if any), Drawings, Plans, Specifications, the Agreement and all modifications, addenda, and amendments thereto.
5. Contractor, District and Architect are those mentioned as such in the Agreement. They are treated throughout the contract as if they are of singular number and neutral gender.
6. Locality in which the work is performed means the county in which the public work is done.
7. Project is the planned undertaking as provided for in the contract documents by District and Contractor.
8. Provide shall include "provide complete in place", that is, "furnish & install".
9. Safety Orders are those issued by the Division of Industrial Safety an OSHA Safety and Health Standards for construction.
10. Standards, Rules and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.
11. Subcontractor, as used herein, includes those having direct contract with Contractor and one who furnishes material worked to a special design according to plans, drawings, and specifications for this work, but does not include one who merely furnishes material not so worked.
12. Surety is the person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond.
13. Work of the Contractor or Subcontractor includes labor or materials (including, without installation, equipment and appliances) or both, incorporated in, or to be incorporated in the construction covered by the complete Contract.
14. Workers include laborer, worker or mechanic.

ARTICLE 2 LAWS CONCERNING THE DISTRICT A PART HEREOF

Contract is subject to all provision of the Constitution of Laws of California governing, controlling or effecting District, or the property, funds operations, or powers of District, and such provisions are by his reference made a part hereof and of Contract.

ARTICLE 3 SITE INVESTIGATION

Before bidding on this work, Contractor shall make a careful investigation of the site and thoroughly familiarize themselves with the requirement of the Contract. By the act of submitting a bid for the work included in this Contract, Contractor shall be deemed to have made such study and investigation and that Contractor is familiar with and accepts the conditions of the site.

ARTICLE 4 STATUS OF CONTRACTOR

- A. Contractor is and shall at all times be deemed to be an independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's agents or employees. Contractor assumes

exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the activities to determine compliance with the terms of this Contract. Contractor and subcontractors are required by law to be licensed and regulated by the Contractors State License Board.

- B. Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its Subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by the Contractor and all of its Subcontractors of any tier. The failure of the Contractor and all Subcontractors of any tier to be properly registered with DIR at all times during performance of the work is a material breach of the Contract and subject to termination for cause.
- C. An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all Subcontractors of any tier are at all times during performance of the work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any work without the Contractor's verification that all Subcontractors are in full and strict compliance with the DIR registration requirements. Any Subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its Subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

ARTICLE 5 CONTRACTOR'S SUPERVISION

- A. During progress of the work, Contractor shall keep on the premises (including both the site and the plant) a superintendent satisfactory to District and, if applicable, Architect. Before commencing the work herein, Contractor shall give written notice to District and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District in writing. Superintendent shall represent Contractor and all directions given to Superintendent shall be as binding as if given to Contractor.
- B. The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the contract documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Architect at once. Upon commencement of any item of work, the Contractor shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.
- C. Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and

specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

- D. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically give the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.
- E. For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13-01 for further discussion.

ARTICLE 6 SUBCONTRACTORS

- A. Contractor agrees to bind every subcontractor by terms of Contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by Contractor. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and District, nor shall this Contract be construed to be for the benefit of any subcontractor. The Contractor shall be responsible for the coordination of the trades, subcontractors and materialmen engaged upon his work.
- B. All subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the work is permitted to be performed by a subcontractor of any tier unless the subcontractor is properly registered with DIR. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

ARTICLE 7 DISTRICT'S INSPECTOR

One or more Project Inspectors employed by the District and approved by the Division of the State Architect will be assigned to the work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8. No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). They shall have free access to any or all parts of work at any time. The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall reimburse District for inspection and testing outside the normal eight-hour day or for any retests caused by the Contractor.

ARTICLE 8 ARCHITECT'S STATUS

When applicable:

- A. The Architect shall be the District's representative during construction period and shall observe the progress and quality of the work on behalf of the District. Architect shall have the

authority to act on behalf of District only to the extent expressly provided in the contract documents. Architect shall have authority to stop work whenever such stoppage may be necessary in Architect's reasonable opinion to insure the proper execution of Contract.

- B. The Architect shall be, in the first instance, the judge of the performance of this Contract. Architect shall side neither with District nor with Contractor, but shall exercise authority under Contract to enforce its faithful performance by both. Nothing herein authorizes Architect to act as arbitrator for the parties.
- C. The Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations.
- D. The Architect shall be the final authority in determining the amount of work satisfactorily completed and the amount of money due during the progress of construction.

ARTICLE 9 ASSIGNMENT OF ANTITRUST ACTIONS

- A. Pursuant to Government Code section 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with Section 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- B. Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

ARTICLE 10 OTHER CONTRACTS

- A. District reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with theirs.
- B. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Project site. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any Contract for Project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

ARTICLE 11 OCCUPANCY

District reserves the right to occupy portions of the Project at any time before completion, and such occupancy shall constitute final acceptance of that portion only to the extent that the Contractor will not be subject to performing work or repairs caused by the District's

use of the occupied areas. Such occupancy shall not extend the date specified for completion of the work. The Contractor will be required to complete punch list items documented by District, Architect, Inspector and Contractor prior to final payment. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the work by the District shall not constitute acceptance of work not complying with the requirements of the Contract Documents.

ARTICLE 12 DISTRICT'S RIGHT TO DO WORK

Should the Contractor, at any time during the process of construction, fail or refuse to furnish enough materials or workmen to properly execute the work, unless prohibited from so doing through the action of District, Architect, or other authorized official agencies, District, after giving ten (10) days written notice to Contractor may, without prejudice to any other rights he may have, proceed to furnish the materials and/or workmen necessary to proceed with or complete the work, and may deduct the cost thereof, together with reasonable expenses arising from such procedure, from any amounts then due or which may thereafter become due to Contractor.

ARTICLE 13 DISTRICT'S RIGHT TO TERMINATE CONTRACT

A. **Grounds for Termination.** The Contractor may terminate the Contract if the work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the work for whom the Contractor is contractually responsible, for only the following reasons:

- 1) Issuance of an order of a court or other public authority having jurisdiction; or
- 2) An act of government, such as a declaration of national emergency.

B. **Notice of Termination.** If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

ARTICLE 14 TERMINATION BY THE DISTRICT FOR CAUSE

A. **Grounds for Termination.** The District may terminate the Contractor and/or this Contract for the following reasons:

- 1) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2) Persistently or repeatedly is absent, without excuse, from the job site;
- 3) Fails to make payment to subcontractors, suppliers, materialmen, etc;
- 4) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- 5) Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
- 6) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors;
- 7) If the Contractor has been debarred from performing work; or
- 8) Otherwise is in substantial breach of a provision of the Contract Documents.

B. **Notification of Termination.** When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety:

- 1) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - 2) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept; and
 - 3) Complete the work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.
- C. **Payments Withheld.** If the District terminates the Contract for one of the reasons stated in Article 14.A, the Contractor shall not be entitled to receive further payment until the work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.
- D. **Payments Upon Completion.** If the unpaid balance of the Contract Sum exceeds costs of completing the work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.
- E. **Remedies Other Than Termination.** If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14, do any of the following:
- 1) Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;
 - 2) If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or
 - 3) Initiate procedures to declare the Contractor a non-responsible bidder for a period of two to five years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

**ARTICLE 15 TERMINATION OF CONTRACT BY DISTRICT
(CONTRACTOR NOT AT FAULT)**

- A. **Termination for Convenience.** District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Project. In such a case, the Contractor shall have no Claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.
- B. **Non-Appropriation of Funds/ Insufficient Funds.** In the event that sufficient funds are not appropriated to complete the Project or the District determines that sufficient funds are not available to complete the Project, District may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the District exercises this option, the District shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials not otherwise already paid for by the District up to the time of termination under this Paragraph shall include a factor of fifteen percent (15%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the District. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.
- C. In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed. If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 16 CONTRACT SECURITY - BONDS

Contractor shall furnish a surety bond in an amount equal to one hundred percent (100 %) of Contract price as security for faithful performance of this Contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the

Contract price as security for payment of persons performing labor and furnishing materials in connection with this Contract. Aforementioned bonds shall be in the form set forth in these contract documents.

ARTICLE 17 SUBSTITUTION OF SECURITIES

Pursuant to the requirements of Public Contract Code section 22300, upon Contractor's request, District will make payment to Contractor of any funds withheld from payments under this Contract if Contractor deposits with the District or in escrow with a California or federally chartered bank acceptable to District, securities eligible for the investment of State Funds under Government Code section 16430 or bank or savings and loan certificates of deposit interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the public agency.

ARTICLE 18 INSURANCE REQUIREMENTS

- A. Before the commencement of the work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's work under the Contract and for which the Contractor may be legally liable, whether such work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents:
- 1) Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
 - 2) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
 - 3) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
 - 4) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work;
 - 5) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors;
 - 6) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating (XCU); and
 - 7) Claims involving sudden or accidental discharge of contaminants or pollutants.
- B. **Specific Insurance Requirements.** Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:
- 1) Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:
 - (a) Per occurrence (combined single limit)
\$1,000,000.00
 - 2) Insurance Covering Special Hazards

The following special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- (a) Automotive and truck where operated in amounts \$1,000,000.00

C. **Subcontractor Insurance Requirements.** The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 18.A in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of Article 18.A without prior written approval of the District.

D. **Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance required under Article 18.A, the District as additional insureds. Subcontractors shall name the Contractor and the District as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to Article 18.A must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

E. **Workers' Compensation Insurance.** During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Article 18.J and in compliance with Labor Code section 3700. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

F. **Fire Insurance.** Before the commencement of the work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the work is accepted by the District. This requirement may be waived upon confirmation by the District that such coverage is provided under the Builder's Risk Insurance being provided.

G. **Automobile Liability.** The District shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District for losses paid under

the terms of the insurance policy that arise from work performed by the Contractor. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance is to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage.

H. **Other Insurance.** The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

I. **Proof of Insurance.** The Contractor shall not commence work nor shall it allow any Subcontractor to commence work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

- 1) Certificates and insurance policies shall include the following clause: "This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
- 2) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- 3) Certificates of insurance shall clearly state that the District is named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.
- 4) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

J. **Compliance.** In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District.

K. **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this Section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

ARTICLE 19 PERFORMANCE AND PAYMENT BONDS

A. **Bond Requirements.** Prior to commencing any portion of the work, the Contractor shall furnish separate payment and performance bonds for its portion of the work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. All bonds shall be provided by a

corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

- B. **Surety Qualifications.** Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.
- C. **Alternate Surety Qualifications.** If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with section 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

ARTICLE 20 DRAWINGS AND SPECIFICATIONS

- A. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- B. Materials or work described in words which so applied has a well known technical or trade meaning shall be deemed to refer to such recognized standards.
- C. It is not the intention of the Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under the "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named with all its appurtenances according to the best practices of the trade.
- D. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidentals and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.
- E. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installations procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, Contractor shall promptly notify the District in writing, and any necessary changes shall be adjusted as provided in Article 46 entitled "Changes and Extra Work." The specification calling for the higher quality material or workmanship shall prevail.
- F. Specifications and accompanying drawings are intended to delineate and describe the Project and its component parts to such a degree as to enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.
- G. Drawings and specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the contract documents, said laws, ordinances, rules, and regulations shall be considered as a part of said Contract within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinances, rules,

and regulations if the Contractor knew or should have known that the work as performed is contrary to said laws, ordinances, rules, and regulations and if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said work or (2) disregarded the Architect's instructions regarding said work.

- H. Questions regarding interpretation of drawings and specifications shall be clarified by the Architect. Should the Contractor commence work or any part thereof without seeking clarification, Contractor waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information.
- I. Contractor will be furnished, free of charge, bid sets of permitted documents and specifications. Contractor is to provide reproducible drawings and all additional copies which he requires for his operations at his own expense. He shall maintain an accurate record of all copies made and shall return or otherwise account for all copies at the end of the Project.

ARTICLE 21 OWNERSHIP OF DRAWINGS

Pursuant to Education Code section 17316, all plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other contract documents and copies thereof furnished by District are its property. They are not to be used in other work and, with the exception of signed sets of the Contract, are to be returned to the District on request at completion of work.

ARTICLE 22 DETAIL DRAWINGS AND INSTRUCTIONS

- A. In case of ambiguity, conflict, or lack of information, Architect shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.
- B. Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.
- C. The Architect will furnish necessary details to more fully explain the work, which details shall be considered as part of the contract documents.
- D. Should any details require work and costs beyond those which reasonably should have been included in the contract, Contractor shall give written notice thereof to the District within ten (10) working days of the receipt of same. In case no notice is given to the District within ten (10) working days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then the claim will be considered and, if found justified, the District or Architect will either modify the drawings or shall recommend to District a change order for the extra work involved.
- E. All parts of the described and shown construction shall be of the quality of their respective kinds shown in the Plans or as specified, and the Contractor is hereby advised to use all diligence to become fully informed as to the required construction and finish, and in no case to proceed with the different parts of the work without first obtaining from the Architect some directions and/or drawings as may be necessary for the proper performance of the work.
- F. If it is found at any time, before or after completion of the work, that the Contractor has varied from the drawings and/or specifications, in materials, quality, form, or finish, or in the amount or value of the materials and labor used, the District shall issue an order to Contractor: (1) that all such improper work should be removed, remade, and replaced, and all work disturbed by these changes be made good at the Contractor's expense; or (2) that the District deduct from any amount due Contractor, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. District shall in its sole discretion

determine such difference in value. The District, at its option, may pursue either course.

ARTICLE 23 TESTS AND INSPECTIONS

- A. Tests and inspections will comply with California Code of Regulations Title 21, Chapter 4 and Section 42, and Title 24, Chapter 4, Part I. All work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the Drawings or Specifications nor shall the Inspector's approval of the work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.
- B. Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website. Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13. Inspector shall work with Contractor to present incremental approval proposals to DSA.
- C. The Inspector shall have the authority to reject work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.
- D. The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the work. If the Contractor is behind schedule, it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.
- E. It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA

- Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website.
- F. If Contractor has a Subcontractor or supplier that requires in plant or special inspections, inspections or tests that are out of the country, out of the state or a distance of more than 200 miles from the Project Site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection, special inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Tester) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the work.
- G. DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the work proceeds without DSA approval; (2) the work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b), the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order. Examples of Stop Work Orders that may be issued by DSA include DSA Bulletin 07-04 and Policy 10-01, the installation of automatic fire sprinkler systems without approved Plans, covering work that has not been approved by Inspector on DSA Project Inspection Card (Form 152).
- H. Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document ("CCD") to correct the Notice of Non-Compliance. In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent approval of the category of work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.
- I. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Contractor.
- J. Contractor shall notify District, a sufficient time in advance, of manufacture of materials to be supplied by him under contract, which must by terms of contract be tested, in order that District may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in work without prior approval of District and subsequent testing and inspection.

- K. Work shall not be covered without the Inspector's review and the Architect's knowledge that the work conforms to the requirements of the approved Plans and Specifications. Inspector must be timely notified of inspections and of new areas so work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the work that was not inspected be uncovered for inspection. Thus, if a portion of the work is covered without inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover work, Contractor shall promptly uncover all work (which includes furnishing all necessary facilities, labor, and material) for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.
- L. If a portion of the work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of work has been signed by the Inspector, the Inspector or the Architect may request to see such work, and it shall be promptly uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the District. If such work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the work, delays incurred to uncover the work, and Contractor shall pay all costs to correct the incorrectly construction condition unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.
- M. The District will pay costs for all tests and inspections and shall be reimbursed by the Contractor for such costs under the following conditions:
- (1) When such costs are stipulated in the provisions of the Contract documents to be borne by the Contractor;
 - (2) When a material is tested or inspected and fails to meet the requirements of the specifications and/or drawings;
 - (3) When the source of the material is changed after the original test or inspection has been made and approved.
- N. If, in the opinion of the District, subsequent delivery of a tested material seems inferior to, or differs from, the original, said material shall be retested upon written order from the District and, should the material fail to meet the requirements of the specifications and/or drawings, the Contractor shall pay all costs of such tests, but where the material does pass the requirements, the District will pay the cost.
- O. All tests and inspections specified for each material shall be made in accordance with the detailed specifications for tests or inspections of the material as specified.
- P. If a material is not required to be tested, the District may require the Contractor to furnish a certificate bearing the official and legal signature of the supplier, with each delivery of such material, stating that the material complies with the specifications.

ARTICLE 24 STATE AUDIT

Pursuant to and in accordance with the provisions of Government section 10532, or any amendments thereto, all books, records, and files of District, Contractor, or any subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of ten thousand dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the

examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

ARTICLE 25 PREFERENCE FOR MATERIALS AND SUBSTITUTIONS

- A. **One Product Specified.** Unless the plans and specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired shall be deemed to be followed by the words **A** or **equal.@**
- B. **Request for Substitution.** Bidder may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on District's Substitution Request form ("Request Form") and submit the completed Request Form with their bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:
- (1) Is equal in quality service ability to the Specified Item;
 - (2) Will entail no changes in detail, construction and scheduling of related work;
 - (3) Will be acceptable in consideration of the required design and artistic effect;
 - (4) Will provide no cost disadvantage to District;
 - (5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
 - (6) Will require no change of the construction schedule.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested substitution, the bidder's bid shall be considered non-responsive and the District may award the contract to the next lowest bidder or in its sole discretion release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charges to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be a forfeited.

After the bids are opened, the apparent lowest bidder shall provide within five days of opening such bids, any and all drawings, specification, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be the sole discretion of District. Any request for substitution which is granted by the

District shall be documented and processed through a Change Order. The District may condition its approval of any substitution upon delivery to District of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

ARTICLE 26 SAMPLES

- A. Contractor shall furnish for approval, within twenty (20) calendar days following award of Contract, all samples as required in specifications together with catalogs and supporting data required by District. This provision shall not authorize any extension of time for performance of this Contract. District shall review such samples, as to conformance with design concept of work and for compliance with information given in contract documents and approve or disapprove same within ten (10) working days from receipt of same.
- B. Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.
- C. Samples of materials and/or articles shall, upon demand of District, be submitted for tests or examinations and consideration before incorporation of same in work is started. Contractor shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of Contractor.

ARTICLE 27 PROGRESS SCHEDULE

- A. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the work.
- B. Baseline Schedule Requirements.
 - (1) Timing. Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the salient categories of the work. This first schedule which outlines the Contractor's view of the practical way in which the work will be accomplished is the Baseline Schedule. If the Contractor fails to submit the Baseline Schedule with the ten (10) days noted then the District may withhold processing and approval of progress payments.
 - (2) Schedule Must Be Within the Given Contract Time. The Baseline Schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications.
 - (3) Submittals Must Be Incorporated. Contractor shall include submittals as line items in the Baseline Schedule. Submittals shall not delay the work, milestones, or the completion date. Failure to include submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.
 - (4) No Early Completion. Contractor shall not submit a schedule showing early completion without indicating float time through the date set for Project completion by the District. Contractor's Baseline Schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay claim or damages due to delay.
 - (5) Use of Schedule Provided in Bid Documents. In some cases, the Bid will include a preliminary schedule indicating milestones and construction sequences for the Project along with general timing for the Project. The

preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of work that is anticipated while maintaining the milestones provided by the District. Contract shall obtain information from Contractor's subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of subcontractors so a practical plan of work is fully developed and represented in the Baseline Schedule.

- (6) Incorrect Logic, Durations, Sequences, or Critical Path. The District may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the Baseline Schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the Baseline Schedule to represent the Contractor's plan to complete the work and maintain milestones at the next Progress meeting, or before the next progress meeting. If Contractor is not able to build a schedule that is acceptable to the District or Architect, the District reserves the right to utilize the unapproved originally submitted Baseline Schedule (See Article 27.B (9)) and the comments submitted to hold Contractor accountable for timely delivery of work and maintenance of milestones. Furthermore, Contractor's representations in the Baseline Schedule, if unacceptable, may also be used as a basis for termination of the Contract if Contractor fails to adequately maintain the schedule and falls significantly behind without undertaking the efforts to either submit and follow a recovery schedule or fail to submit a recovery schedule and make no effort toward recovery on the Project.
 - (7) Contractor Responsibility Even if Schedule Issues Are Not Discovered. Failure on the part of the District to discover errors or omissions in schedules submitted shall not be construed to be an approval of the error or omission and a flawed schedule is not grounds for a time extension.
 - (8) Failure to Meet Requirements. Failure of the Contractor to provide proper schedules as required by this Article is a material breach of the Contract and grounds for termination. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any progress payments or retention amounts otherwise payable to the Contractor.
 - (9) Use of an Unapproved Baseline Schedule. If Baseline Schedule submitted is unacceptable to the District (i.e. failing to meet the requirements of Article 27.B) and Contractor does not incorporate or address the written comments to the schedule and a Baseline Schedule is not approved, but due to extreme necessity, the District moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet schedule update requirements of this Article and incorporate all Article 27.B comments in all updates). However, for purposes of termination pursuant to Article 15, the schedule initially submitted shall be treated as a Baseline Schedule with durations shortened to accommodate all float and other mandatory schedule requirements under Article 27.B as well as incorporating all revisions from District or Architect that are noted.
- C. Update Schedules.
 - (1) Updates Shall Be Based on Approved Baseline Schedule. Except in the case where there has not been agreement as to a Baseline Schedule, after there has been agreement as to the Baseline Schedule, the Baseline Schedule shall be used to build future schedule

updates. Schedule updates shall be a CPM based schedule consistent with the Baseline Schedule requirements of Article 27.B. In the case of utilization of Article 27.B(9) and no Baseline Schedule has been approved, schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 27.B. Contractor shall be held to the Article 27.B(9) unapproved Baseline Schedule, inclusive of all milestones, adjusted for comments and all required Baseline Schedule inclusions under Article 27.B.

- (2) Schedule Updates. Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the work in progress, estimated start dates for work scheduled to start at future times and changes in duration of work items.
- (3) Recovery Schedule. In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or District, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a recovery schedule showing how the Completion Date will be met. In no case, shall a recovery schedule be provided later than ten (10) days following the request for a recovery schedule from the Architect or District.

ARTICLE 28 MATERIALS AND WORK

- A. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- B. Unless otherwise specified, all materials shall be new and shall be of the respective kinds and grades as noted or specified.
- C. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damages or loss by weather or other causes to materials or work under this Contract.
- D. Contractor shall, after award of Contract by District, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. Contractor shall, upon demand from the District, furnish to the District documentary evidence showing that orders have been placed.
- E. No material, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political

subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner.

- F. For all material and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

ARTICLE 29 OBTAINING OF PERMITS, LICENSES AND EASEMENTS

Permits, licenses, and certificates necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to Architect before demand is made for the certificates of final payment. Contractor shall, and shall require subcontractors to, maintain Contractor's licenses in effect as required by law.

ARTICLE 30 ACCESS TO WORK

District and its representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

ARTICLE 31 SANITARY FACILITIES

If applicable, Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law.

ARTICLE 32 CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by the work. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises. Upon completion of work, Contractor shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor.

ARTICLE 33 GUARANTEE

- A. In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee all work furnished on the job against all defects for a period of one year after date of acceptance of work by District and shall repair or replace any and all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship and/or materials within one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects to Contractor and Surety with reasonable promptness. Contractor shall notify District upon completion of such repairs or replacement.
- B. Contractor Warrants that the WORK (which includes any equipment furnished by Contractor as a part of the materials) shall: (a) Be free from defects in workmanship and material; (b) Be free from defects in any design performed by Contractor; (c) Be new, and conform and perform to the requirements stated in the Specifications, and where detail requirements are not so stated, shall conform to applicable

industry standards; and (d) Be suitable for the use stated in the Specifications.

- C. The warranty period for discovery of DEFECTIVE WORK shall commence on the date stamped on the Notice of Completion verifying County registration and continue for the period set forth in the Specifications or for one year if not so specified. If, during the warranty period, the WORK is not available for use due to DEFECTIVE WORK, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected DEFECTIVE WORK shall continue for a duration equivalent to the original warranty period.

ARTICLE 34 DUTY TO PROVIDE FIT WORKERS

- A. Contractor and Subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on any person not skilled in the work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article.
- B. Any person in the employ of the Contractor or subcontractors whom District may deem unfit shall be excluded from the work site and shall not again be employed on it except with written consent of District. As used in this Article, "unfit" means any person who the District concludes is either not, or improperly, skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.
- C. Contractor shall take all reasonable steps necessary to insure that any employees of Contractor or any of its subcontractors employees do not use, consume, or work under the influence of any alcohol or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall preclude any of its employees or subcontractor's employees from bringing any animal onto the Project.

ARTICLE 35 FINGERPRINTING

If applicable, Contractor shall comply with all provisions of either Education Code section 45125.1 or 45125.2. Pursuant to Education Code section 45125.1, Contractor shall conduct criminal background checks of all employees of Contractor assigned to the District, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code section 45125.1, will have contact with pupils, by utilizing the certification set forth in the bid documents. As part of such certification, Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list. At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor.

Pursuant to Section 45125.2 Contractor shall ensure the safety of pupils by the installation of a physical barrier at the worksite and by continual supervision and monitoring of all these employees by an employee of Contractor whom the Department of Justice has ascertained has not been convicted of a serious or violent felony, as defined in Education Code section 45125.2 (c).

ARTICLE 36 WAGE RATES, TRAVEL AND SUBSISTENCE

- A. **Wage Rates.** Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the

Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site. Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

- B. **Holiday and Overtime Pay.** Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.
- C. **Wage Rates Not Affected by Subcontracts.** The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.
- D. **Per Diem Wages.** The Contractor shall pay and shall cause to be paid to each worker needed to execute the work on the Project per diem wages including employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.
- E. **Forfeiture and Payments.** Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.
- F. **Monitoring and Enforcement by Labor Commissioner.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all Subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all Subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose,

including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner and DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

ARTICLE 37 PAYROLL RECORDS

- A. Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.
- B. All payroll records as specified in Labor Code §1776 of the Contractor and all Subcontractors of any tier shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the District with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement and the Division of

Apprenticeship Standards of the Department of Industrial Relations.

- (3) A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- D. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 days after receipt of a written request.
- E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- F. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- G. The Contractor or Subcontractor(s) shall have 10 days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty due to the failure of a Subcontractor to comply with this section.

The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 38 WITHHOLDING OF CONTRACT PAYMENTS & PENALTIES

The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

- 1) The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

- 2) The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- 3) The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
- 4) The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- 5) The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing labor on public works projects.

ARTICLE 39 APPRENTICES

- A. **Apprentice Wages and Definitions.** All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training or in accordance with the rules and regulations of the California Apprenticeship Council.
- B. **Employment of Apprentices.** Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, in performing any of the work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5 and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor. The Contractor or Subcontractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.
- C. **Submission of Contract Information.** Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program

a verified statement of the journeyman and apprentice hours performed on the Project.

- D. **Apprentice Fund.** The Contractor or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.
- E. **Prime Contractor Compliance.** The responsibility of compliance with this Article and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

ARTICLE 40 PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk, with the exception of damage to the work caused by "acts of God" as defined in Government Code section 4151(b). Contractor's liability for any injury or damage proximately caused by any "act of God" shall be limited to five percent (5%) of the Contract price pursuant to Government Code section 4150.
- B. Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.
- C. In an emergency affecting safety of life, of work, or of adjoining property, Contractor, without special instruction or authorization from Architect or District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by Architect or District. District will not hold Contractor liable for damages proximately caused by Contractor's actions if such

actions were reasonably necessary to prevent loss of life or injury to person or damage to work or adjoining property. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

- D. Contractor shall provide such heat, cooling, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- E. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.
- F. Contractor shall (unless waived by the District in writing):
 - (1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and perform work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
 - (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - (3) Deliver materials to building area over route designated by Architect of District.
 - (4) Take preventive measures to eliminate objectionable dust.
 - (5) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.
 - (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.

ARTICLE 41 NON-DISCRIMINATION

In the performance of the terms of this Contract, Contractor agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

ARTICLE 42 COST BREAKDOWN AND PERIODICAL ESTIMATES

- A. If applicable, Contractor shall furnish on forms approved by District:
 - (1) Within ten (10) days of award of Contract a detailed estimate giving complete breakdown of Contract price for each Project or site; and (2) A periodical itemized estimate of work done for purpose of making partial payments thereon. (3) Within ten (10) days of request of

District, a schedule of estimated monthly payments which shall be due Contractor under Contract.

- B. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from Contract price.
- C. Contractor shall include in any breakdown or estimate the cost of final Project record documents, guarantees, warranties, O & M Manuals, photographs, etc.

ARTICLE 43 CONTRACTOR CLAIMS & DISPUTES

- A. **Decision of Architect.** Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Article 43.E. A decision by the Architect, as provided in Article 43.E, shall be required as a condition precedent to proceeding with remedies set forth in Article 43.F as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the work, or the extent to which the work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to the remedies under Articles 43.B through 43.E in the event: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Article 43.D within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change or Construction Change Documents for which approval has not been provided.
- B. **Architect's Review.** The Architect will review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the claim in whole or in part, stating reasons for rejection; (4) recommend approval of the claim; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.
- C. **Documentation if Resolved.** If a claim has been resolved, the Architect will prepare or obtain appropriate documentation.
- D. **Actions if Not Resolved.** If a claim has not been resolved and all documentation requested pursuant to Article 43.B has been provided, the party making the claim shall, within ten (10) days after the Architect's preliminary response, take one or more of the following actions: (1) modify the initial claim; (2) notify the Architect that the initial claim stands; or (3) supplement with additional supporting data.
- E. **Architect's Written Decision.** If a claim has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within twenty (20) days. Upon expiration of such time period, the Architect will render to the parties its written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. The Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- F. **Continuing Contract Performance.** Pending final resolution of a Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract. If the dispute is not resolved, Contractor agrees it will neither rescind the contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent

jurisdiction in the county where the project is located, after the project has been completed, and not before. At the District's sole option, the District may submit individual disputes for binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular claim.

- G. **Claims for Extension of Time.** Subject to the requirements set forth in Article 50, if Contractor and District cannot agree upon an extension of time, whether compensable or not, the Contractor must comply with the requirements in this Article including those set forth under Article 44.

ARTICLE 44 CLAIMS PROCEDURES & REQUIREMENTS

A. Procedures and Requirements Applicable to all claims.

- (1) **Definition of Claim:** A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District.
- (2) **Filing Claim is Not Basis To Discontinue Work:** The Contractor shall promptly comply with work under the Contract or work requested by the District even though a written claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all claims that may arise during the performance of the work covered by this contract.
- (3) **Claim Notification:** The Contractor shall within seven (7) calendar days after the claim arises, submit a notification, in writing, with the District stating clearly the basis for the claim. If the notification is not submitted within seven (7) days after the claim arises, the Contractor shall be deemed to have waived all right to assert the claim and the claim shall be denied. Claims submitted after the final payment date shall also be considered null and void by the District. All claims shall be reviewed pursuant to Article 43.
- (4) **Formal Claim Submission:** If the Contractor does not concur with the District's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before final payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.
- (5) **Appeal Claim Format:** The Contractor shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:
 - a. Cover letter.
 - b. Summary of factual basis of claim and amount of claim.
 - c. Summary of the basis of the claim, including the specific clause and section under the Contract under which the claim is made.
 - d. Documents relating to the claim, including:
 - (i) Specifications
 - (ii) Drawings

- (iii) Clarifications (RFI's)
- (iv) Other relevant information
- (v) Analysis of claim merit.
- (vi) Analysis of claim cost.
- (vii) For claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path.
- (viii) Certification.
- (ix) Chronology of events and related correspondence.
- (x) Daily reports and logs.

- (6) **Certification:** The Contractor (and subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:
 - a. That the Contractor has reviewed the claim and that such claim is made in good faith;
 - b. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
 - c. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
 - d. That the Contractor is familiar with Government Code section 12650 et seq. and Penal Code section 72, and that false claims can lead to substantial fines and/or imprisonment.
 - (7) **Signature of Certification:** If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
 - (8) **Mandatory Claim Appeal Procedure:** The Contractor's Claim Appeal shall be denied if it fails to provide the written basis of the claim and certification as set forth herein.
 - (9) **District May Request Additional Information:** Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the claim or documentation relating to defenses to the claim which the District may assert.
- B. Claims Procedures in Addition to Government Code Claim.** Nothing in the claims procedures set forth in this Article 44 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 *et seq.*
- C. Binding Arbitration of Individual Claim Issues.** At the District's sole option, the District may submit individual disputes, or claims, to binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized, such resolution is a full and final resolution of the particular claim or dispute. Under no circumstances may the Contractor stop work, rescind its contract or otherwise slow the progress of work during resolution of individual claims in binding Arbitration.
- D. Resolution of Disputes in Court of Competent Jurisdiction.** If claims are not resolved under the procedure set forth and pursuant to Article 44.C, such claim or controversy shall be submitted to a court in the county of competent jurisdiction after the Project has been completed, and not before. Prior to the filing of any such action in accordance with this Paragraph, the Contractor shall comply with the requirements set forth in Government Code section 900 *et seq.*
- E. Warranties, Guarantees and Obligations.** The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and amendments thereto; and all of the

rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

ARTICLE 45 PAYMENTS TO CONTRACTOR

- A. Unless otherwise specified, each month within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the final payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the District.
- B. Before payment is made hereunder, the District will review the request for progress payment with District and Inspector for verification that the work for which payment is requested has been performed in accordance with the Terms of the Contract.
- C. District and Inspector shall sign the request for payment as verification that the work has been performed. It is understood moreover, that signature of the Inspector and Architect shall not be conclusive upon District, but merely advisory.
- D. Upon request by the District, Contractor shall provide lien releases or partial lien releases for payments previously made. Contractor shall not be entitled to any payment for WORK performed if Contractor has not complied with any lawful direction from the District or has failed to provide lien releases as requested.
- E. Prior to final payment, Contractor and each Subcontractor shall certify that the Project does not contain any asbestos containing materials.
- F. After completion of the WORK, Contractor shall make a demand for final payment. The demand for final payment shall identify all disputed and undisputed amounts due under the CONTRACT and, all claims for compensation under or arising out of this CONTRACT. The Contractor's negotiation of the payment of the final amount shall constitute a waiver of all amounts due under the CONTRACT and all claims against District under or arising out of this CONTRACT except those identified by Contractor in writing, and unsettled before Contractor's negotiation of final payment. The final payment, if unencumbered, shall be made thirty-five (35) calendar days after recodation of the Notice of Completion by the County Registrar. Acceptance will be made only by ACTION OF THE GOVERNING BOARD.
- G. In accordance with Public Contract Code section 7100, payments by the District to the Contractor for any and all undisputed amounts is contingent upon the Contractor furnishing the District with a release of all claims against the

District related to such undisputed amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. If, however, the Contractor specifically excludes any claims, the Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion in accordance with Articles 44 and 46.

- H. No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the WORK.

ARTICLE 46 CHANGES AND EXTRA WORK

- A. District may, as provided by law and without affecting the validity of this Contract, order changes, modifications, deletions and extra work by issuance of written change orders from time to time during the progress of the Project, Contract sum being adjusted accordingly. All such work shall be executed under conditions of original Contract except that any claim for an extension of time caused thereby shall be adjusted at time of ordering such change.
- B. In giving instructions, Architect shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of the building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from District, authorized by action of the Governing Board and no claim for addition to Contract sum shall be valid unless so ordered.
- C. The following format shall be used as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract:

	CREDIT	EXTRA
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Labor (attached itemized hours and rates)	_____	_____
(c) Equipment (attached invoices)	_____	_____
(d) Subtotal	_____	_____
(e) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Sub-contractor, not to exceed fifteen percent (15%) of item (d).	_____	_____
(g) Subtotal	_____	_____
(h) General Contractor's Overhead and Profit: Not to exceed fifteen percent (15%) of Item (d) if Contractor performed the work. No more than five percent (5%) of Item (g) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed fifteen percent (15%) of Item (d), and portions performed by Subcontractor shall not exceed five percent (5%) of Item (g)	_____	_____
(i) Subtotal	_____	_____
(j) Bond not to exceed one percent (1%) of Item (g)	_____	_____
(k) TOTAL	_____	_____

- D. If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the District to pay additional compensation to the Contractor or to grant an extension of time for the compensation of the Contract, or constitutes a waiver of any provision in the Contract, Contractor shall notify the District, in writing, of such claim within ten (10) calendar days from the date Contractor has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the District within such ten (10) calendar day period shall be deemed a waiver and relinquishment of such a claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Article.
- E. If Contractor does not remove such work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days time thereafter, District may, upon ten (10) calendar days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

ARTICLE 47 COMPLETION

- A. The Project will be considered complete when all required contract work is completed, all punch list items have been completed and a Notice of Completion has been recorded for the Project. The work may only be accepted as complete by action of the Governing Board.

ARTICLE 48 ADJUSTMENTS TO CONTRACT PRICE

- A. If Contractor defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision thereof, District may, after ten (10) days written notice to Contractor and without prejudice to any other remedy it may have, make good such deficiencies.
- B. District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct work injured or not done in accordance with Contract provisions, an equitable reduction in Contract price shall be made therefore.

ARTICLE 49 CORRECTION OF WORK

- A. Should it be considered necessary or advisable by the District at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.
- B. Contractor shall promptly remove from premises all work identified by District as failing to conform to Contract, whether incorporated or not. Contractor shall promptly replace and re-execute its own work to comply with entrant documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- C. If Contractor does not remove such work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days time thereafter, District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account

for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

ARTICLE 50 EXTENSION OF TIME - LIQUIDATED DAMAGES

- A. The Contractor and District hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. It is expressly understood that time is of the essence and that the Contractor must complete the Project within the Contract Time specified in the Agreement. Contractor shall be assessed the sum (set forth in the Agreement Form) per day as liquidated damages for each and every day the work required under this contract remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the District to the Contractor under the terms of the contract documents and pursuant to Section 53069.85 of the Government Code. For purposes of this Article, the work shall be considered "complete" in accordance with the provisions of Article 47, "COMPLETION", except that the work may be considered complete without formal acceptance by the Governing Board so long as the board, at its next regularly scheduled meeting, accepts the work.
- B. Contractor shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of Contractor, including but not restricted to: acts of God as defined in Public Contract Code section 7105, acts of public enemy, fires, floods, epidemics and quarantine restrictions. Contractor shall, within ten (10) calendar days of beginning of any such delay (unless District grants in writing a further period of time to file such notice prior to date of final settlement of the Contract), notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's finding of fact thereon shall be final and conclusive on the parties hereto. Extensions of time shall apply only to that portion of work affected by delay, and shall not apply to other portions of work not so affected.

ARTICLE 51 PAYMENTS WITHHELD

- A. In addition to amount which District may retain under Article 47 entitled "COMPLETION" and Article 45 entitled "PAYMENTS TO CONTRACTOR", District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:
- (1) Payments which may be past due and payable for just claims against Contractor or any subcontractors, or against and about the performance of work on the Project under this Contract, including, without limitation, payments made pursuant to the Article 45 entitled "PAYMENTS BY CONTRACTOR";
 - (2) The cost of defective work which Contractor has not remedied;
 - (3) Liquidated damages assessed against Contractor;
 - (4) Penalties for violation of labor laws;
 - (5) The cost of materials ordered by the District pursuant to the Article 28 entitled "MATERIALS AND WORK";
 - (6) The cost of completion of this Contract if there is reasonable doubt that this Contract can be completed for the balance then unpaid to Contractor;
 - (7) Site clean-up as provided in Article 32 entitled "CLEANING UP";
 - (8) Amount necessary to satisfy any and all liens against District. Contractor shall provide release of all liens prior to final payment;
 - (9) Damages to another Contractor;

- (10) Payments to indemnify, defend, or hold harmless the District;
 - (11) Any payments due to the District including but not limited to payments for failed tests, utilities or imperfections; or
 - (12) Inspector sign-off of each item in the DSA 152 Project Inspection Card.
- B. If the Contractor, at its own expense, removes the reason for withholding, then payment shall be made for amount withheld.
 - C. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.
 - D. As an alternative to payment of such claims or obligations, District, in its sole discretion, may reduce the total Contract price as provided in Article 48 entitled "ADJUSTMENTS TO CONTRACT PRICE."
 - E. Payment by the District shall be without prejudice to any other action by the District to recover damages.

ARTICLE 52 EXCISE TAXES

If under Federal Excise Tax Law any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any bid price.

ARTICLE 53 TAXES

Bid price is to include any and all applicable sales taxes or other taxes that may be due in accordance with Section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax codes that may be applicable.

ARTICLE 54 NO ASSIGNMENT

Contractor shall not assign this Contract or any part thereof.

ARTICLE 55 NOTICE AND SERVICE THEREOF

- A. Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
 - (1) If notice is given to District, by personal delivery thereof to District or by depositing same in United States mail, enclosed in a sealed envelope addressed to District, and sent by registered or certified mail with postage prepaid;
 - (2) If notice is given to Contractor by personal delivery thereof to said Contractor or to Contractor's superintendent at site of Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Contract, and sent by registered or certified mail with postage prepaid;(3) If notice is given to surety or other person by personal delivery to such surety or other

person or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.

ARTICLE 56 NO WAIVER

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

ARTICLE 57 HAZARDOUS MATERIALS

In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District and Architect in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the District and Contractor, or in accordance with final determination by the Architect.

ARTICLE 58 DISTRICT'S RIGHT TO CARRY OUT THE WORK

If Contractor defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of this Contract, the District may, after ten (10) calendar days' written notice to Contractor and without prejudice to any other remedy he may have, made good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due Contractor the cost of correcting such deficiencies, including the cost of the Architect's additional service made necessary by such default, neglect or failure. If the payments then or thereafter due Contractor are not sufficient to cover such amount, then Contractor shall pay the difference to the District within ten (10) calendar days.

ARTICLE 59 INDEMNIFICATION

See Article 5 of the Agreement Form.

ARTICLE 60 NON-UTILIZATION OF ASBESTOS MATERIAL

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION. Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (1%) asbestos shall be defined as asbestos-containing material. All work or materials found to contain asbestos or work or material installed with asbestos-containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

ARTICLE 61 LIEN RELEASES

Contractor shall, at its own cost, defend, indemnify and hold harmless the District, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses, or any of them, arising from or attributable to a lien or stop notice filed and/or served in connection with the work.



GENERAL CONDITIONS

1. The Work to be performed under the awarded Contract shall be performed on an “as-needed” basis over the term as stated in the Notice to Proceed and Article 2 of the District’s contract.
2. The District shall enter into an initial one-year contract in the amount of \$500,000 upon bid award. The District is not obligated to expend the full contract amount, as this work is on an as-needed basis. The contract may be renewed for additional periods, upon mutual consent of the Contractor and the District, providing funding is available and all other terms and conditions remain firm. Total length of contract is not to exceed the duration that is permissible by law. If the District authorizes, in writing, to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration date of the contract shall be automatically extended solely to allow for the completion of such services.

The District may continue to expense *approximately* the same amount for each additional year of the contract, although it is not obligated to renew or extend the contract after the initial one-year term. The District may enter into additional contracts within the same fiscal year to complete work as needed.

Bid pricing shall remain firm during the initial contract term. The District may however accept a justified price increase with a minimum thirty (30) days written notice prior to each renewal. Such increase is to be effective upon renewal only.

3. Work shall be coordinated with the District Representative in order to meet the completion schedule for the project(s). Contractor may work during the hours/days specified for each project. Safety of students shall be of paramount concern if/when working during school hours.
4. The successful bidder must possess a valid and active Class C-22 Asbestos Abatement Contractor license along with a California Department of Public Health (CPDH) Lead Certification at the time of Bid and throughout the duration of this Contract.
5. The agreed liquidated damages provision is **\$250.00** per day.
6. Insurance:
As noted in Article 18, Contractor shall take out and maintain and shall require all subcontractors, if any whether primary or secondary, to take out and maintain:

- Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage
- Workers’ Compensation and Employer’s Liability Insurance as required by Labor Code, but not less than \$1,000,000 (EL-\$1,000,000 per accident for bodily injury or disease)
- Insurance Covering Special Hazards: Shall be covered by rider or riders to the above-mentioned general liability insurance policy or policies of insurance, or by special policies of insurance, as required by the District, in amounts as specified.

The Contractor shall name, on any policy of insurance required under Article 18, the District as additional insured by way of separate endorsement.

7. Bond Requirements:

As noted in Item 4 of the Bid Document, the following bond is required with your bid:

- Bid (Security) Bond to be executed at ten percent (10%) of proposed contract amount of \$500,000.

Bond requirements for awarded bidder (if entering into Agreement) are as follows:

- Payment Bond to be executed for one-hundred percent (100%) of awarded contract amount.

8. Alcohol and Tobacco Free Schools:

It is prohibited to use alcohol and tobacco products at any time in District-owned or leased buildings, or on District property. Prohibited products include any alcoholic beverages and any product containing tobacco or nicotine, including but not limited to cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, and nicotine (and non-nicotine) delivery devices such as electronic cigarettes.

9. Pre-Bid Meeting/Job Walk:

Contractor(s) are to meet at the Purchasing & Contracts Branch for a **Mandatory** Pre-Bid Meeting as follows:

Location: **LBUSD Purchasing Branch - 2201 E. Market St., Long Beach, CA 90805**
Date: **Tuesday, June 19, 2018**
Time: **9:00am**

Bidders are responsible for bringing their own printed copies of the bid documents. Additional copies may or may not be provided by the District at the time of the Pre-Bid Meeting.

10. Contractor Responsibilities:

Contractor to be responsible for all measurements for any work and all work requested in this bid.

11. Hazardous Materials:

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and Contractor.

12. Contractor Documents:

Successful Contractor shall not start work until all contract documents have been received by the District, and the Notice to Proceed has been issued. All agreements, bonds, and insurance certificates must be submitted to the District within ten (10) calendar days of written request.

13. The number of executed copies of the Agreement, the Payment Bond, and the Performance Bond (if applicable) required to be returned to the District is **one (1)**.

14. Fingerprinting:
The District requires that the Contractor will be required to comply with Education Code Section 45125.2.

15. Bid Questions:
Questions concerning RFB No. 01-1819 are to be emailed to Erica Bonilla at ebonilla@lbschools.net no later than 12:00pm at June 22, 2018. Questions will only be accepted in writing, via e-mail.



SUPPLEMENTARY GENERAL CONDITIONS

1. Explanation of Bid Items:

Unit price shall be based on routine and customary access to areas to be stabilized and/or abated.

These materials may be located in restricted areas such as above ceilings, in attics and tunnels, under buildings, and at heights in excess of ten (10) feet. The Contractor shall consider work in such areas in their unit prices. Routine and customary access shall include the Contractor's use of A-frame and extension ladders to gain access to the work. Should the Contractor require the use of scaffolding or man-lifts because the work cannot be accessed via ladders, as agreed to by the District, the cost of scaffolding rental, installation and removal or man-lift rental shall be paid according to bid schedule.

Bidding Contractor shall provide prices for each item in the attached tables.

- **BID UNIT PRICE** shall be based on the Contractor's *planned work week*. The planned work week may include evening hours and/or Saturday work.
- **BID UNIT PRICE - OVERTIME HOURS** will be used for *work planned* for work hours which exceed 8 hours in a single day or 40 hours in a single week. Holiday pay rates will automatically be two (2) times the basic Bid Unit Price.
- **MINIMUM CALL-OUT** will be the minimum charge which applies to a job/project only until the unit prices exceed the cost of the minimum. The minimum charge is not used as a beginning base per job/project.

Bid Unit Prices to include all costs related to that work, including mobilization, labor, supplies, equipment, and profit and overhead required to complete the job. Supplies and equipment would include all tools and devices such as ladders, portable lights, safety equipment, which would be reasonably expected within the trade to perform asbestos abatement or lead stabilization work.

Where piping is indicated, the pipe diameter shall be 6" or less.

Where insulation is to be repaired, the method of work is to wrap the insulation, and place a latex cover over the entire section. This work is to be done according to standard industry practice.

2. Award of Contract:

The contract will be awarded to the lowest responsible, responsive bidder. The bids will be evaluated as follows:

The District will calculate three (3) sample work scenarios that will be revealed at the time of the Public Bid Opening, using the pricing provided by each Bidder.

The total pricing for all three scenarios will be used as the bid amount. The contract will be awarded based on the **lowest total sum** resulting from this calculation.

A sample work scenario will be provided to Bidders at the Mandatory Pre-Bid Meeting. This sample scenario will be used solely to help explain the award calculations.



CONTRACT DOCUMENTS (SAMPLES)

PUBLIC WORKS AGREEMENT

THIS Agreement, entered into this <<CONTRACT DATE>> in the County of Los Angeles of the State of <<CONTRACTOR NAME>> hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - ARTICLE 1 - SCOPE OF WORK.

The Contractor shall perform within the time stipulated the contracts as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete, in a workmanlike manner, all of the work required in connection with the following titled project: **RFB No. «Bid_No» - «Type_of_Service»**

IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, the Office of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents. Such protest shall not be effective unless reduced to writing and filed with the district office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

ARTICLE 2 - TIME FOR COMPLETION. The effective time period of this Agreement is **«Contract Date» through «Original Expiration Date»**. Additional years may be awarded, upon mutual consent of the Contractor and the District, providing funds are available and all terms and conditions remain firm. Total length of the contract is not to exceed the allowance by law.

ARTICLE 3 - ARTICLE 3 - CONTRACT PRICE.

The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of **\$«OriginalContractAmount»**. Contractor will be paid on an as-needed project by project basis, in accordance with the following rates submitted in RFB No. «Bid_No» - «Type_of_Service». These rates

shall remain in effect for the entire term of this agreement.

ARTICLE 4 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of two hundred fifty dollars (\$250.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or fine. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or may become due the Contractor under the Contract.

ARTICLE 5 - HOLD HARMLESS

AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or liability, and made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful conduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and

b. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose

from the negligence or willful misconduct of any employee employed by the Contractor, either directly or by independent contract.

- c. The Contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 5 - PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 6 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid, as accepted
- List of Subcontractors
- Agreement

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

«Vendor_Name»

Signature: _____

Print Name: _____

Title: _____

Date: _____

(CORPORATE SEAL)

- Payment Bond (Labor and Material) - 100% of contracted amount
- General Conditions and Supplementary General Conditions
- Technical Provisions
- Drawings
- Addenda and Revisions

ARTICLE 7 - PREVAILING WAGES. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates also determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein. 1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et. seq.) and 2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 15000 et. seq.)

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

Long Beach Unified School District

Signature: _____

Ron Hoppe

Purchasing & Contracts Director

Date: _____



INSURANCE DOCUMENTS & ENDORSEMENTS

The authorized insurance representative is requested to complete and sign this certification and attach it to the insurance certificate furnished to the District.

The following insurance endorsements and documents must be provided to the Long Beach Unified District within ten (10) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 18 of the General Conditions.

General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 18 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 18 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13) or ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

(Company)

(Street Address) (City) (State) (Zip Code)

Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 18 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 18 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

(Company)

(Street Address) (City) (State) (Zip Code)

This is to certify that the LONG BEACH UNIFIED SCHOOL DISTRICT is named as
ADDITIONAL INSURED in:

Insurance Policy No(s): _____

Issued by: _____

to: «Vendor_Name» for the project entitled: **RFB No. «Type_of_Service»**

Authorized Insurance Representative:

By _____

Print Name _____

Address _____

Telephone (_____) _____

Email: _____

SAMPLE



**PAYMENT BOND
(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Long Beach Unified DISTRICT (sometimes referred to hereinafter as “Obligee”) has awarded to _____ (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows: _____ (hereinafter referred to as the “Public Work”); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of California, as Surety, are held and firmly bound unto the Long Beach Unified District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$_____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns or said contractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety

and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact (Print Name)

Contact Information for Bond Verification:

Phone: _____

Email: _____

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California)

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate certifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____,

Date

Here Insert Name and Title of the Officer

personally appeared _____, who proved on the

Name(s) of Signer(s)

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

(SEAL)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.



ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: Long Beach Unified District

RE: RFB «Bid_No» - «Bid_Title»

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

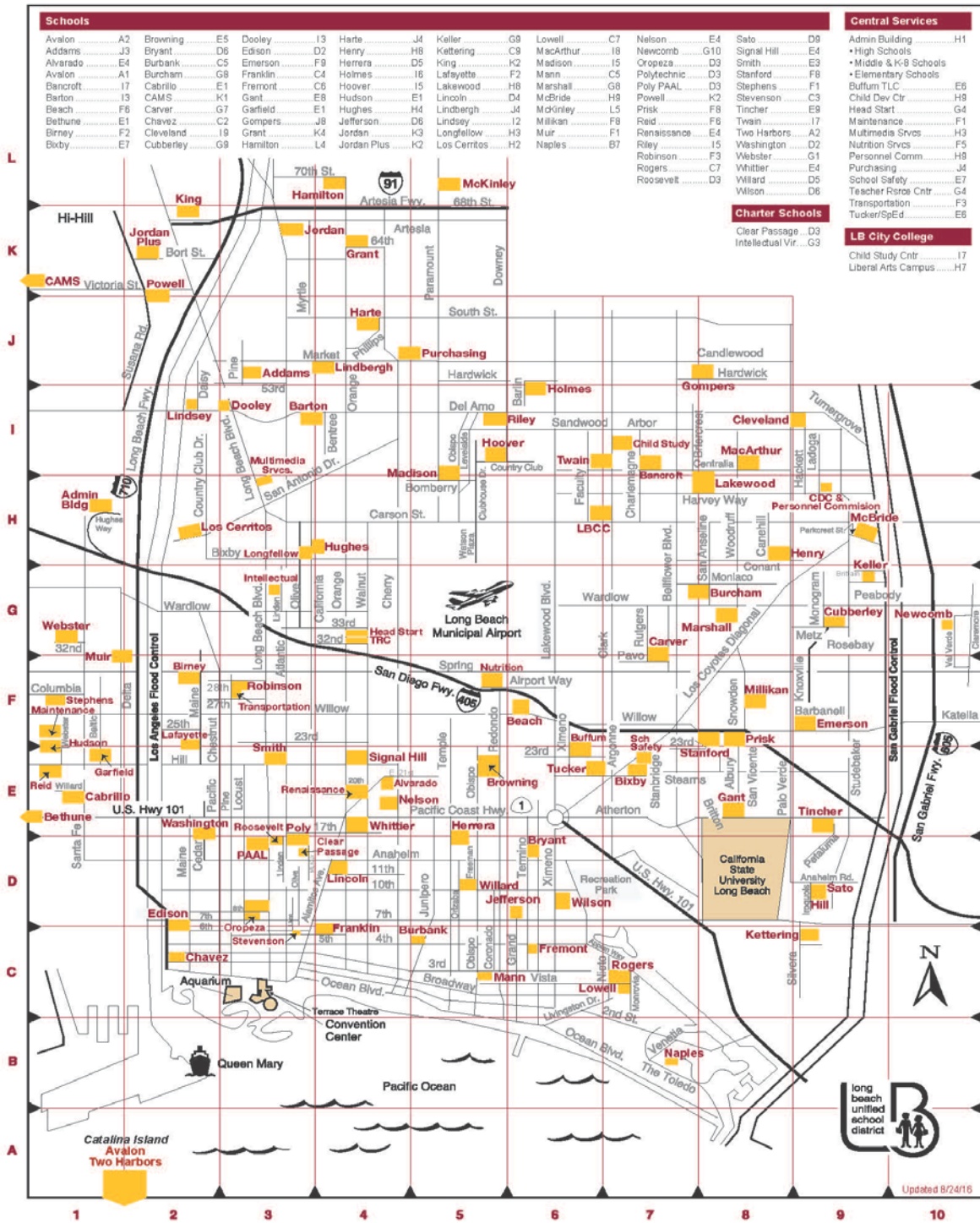
This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contract or for any subcontractor while this Agreement is in force.

Contracting Party

Name of Agent/Title



DISTRICT MAP & ADDRESSES



LONG BEACH UNIFIED SCHOOL DISTRICT

ELEMENTARY SCHOOLS

ADDAMS (J3)	
5320 Pine Ave., 90805	428-0202
ALVARADO (E4)	
1900 E. 21st., Signal Hill, 90755	985-0019
AVALON (A1)	
P.O. Box 557, Avalon, Catalina Island, 90704	(310) 510-0790
BARTON (I3)	
1100 E. Del Amo Blvd., 90807	428-0555
BETHUNE (E1)	
2101 San Gabriel Ave., 90810	435-2050
BIRNEY (F2)	
710 W. Spring St., 90806	427-8512
BIXBY (E7)	
5251 E. Stearns St., 90815	498-3794
BRYANT (D6)	
4101 E. Fountain St., 90804	498-3802
BURBANK (C5)	
501 Junipero Ave., 90814	439-0997
BURCHAM (G8)	
5610 Monlaco Rd., 90808	420-2685
CARVER (G7)	
5335 E. Pavo St., 90808	420-2697
CHAVEZ (C2)	
730 W. 3rd St., 90802	590-0904
CLEVELAND (I9)	
4760 Hackett, Lkwd. 90713	420-7552
DOOLEY (I3)	
5075 Long Beach Blvd., 90805	428-7274
EDISON (D2)	
625 Maine Ave., 90802	590-8481
EMERSON (F9)	
2625 Josie Ave., 90815	420-2631
FREMONT (C6)	
4000 E. 4th St., 90814	439-6873
GANT (E8)	
1854 Britton Dr., 90815	430-3384
GARFIELD (E1)	
2240 Baltic Ave., 90810	424-8167
GRANT (K4)	
1225 E. 64th St., 90805	428-4616
HARTE (J4)	
1671 E. Phillips St., 90805	428-0333
HENRY (H8)	
3720 Canehill Ave., 90808	421-3754
HERRERA (D5)	
1620 Temple Ave., 90804	494-5101
HOLMES (I6)	
5020 Barlin, Lkwd. 90712	633-4427
KETTERING (C9)	
550 Silvera Ave., 90803	598-9486
KING (K2)	
145 E. Artesia Blvd., 90805	428-1232
LAFAYETTE (F2)	
2445 Chestnut Ave., 90806	426-7075
LINCOLN (D4)	
1175 E. 11th St., 90813	599-5005
LONGFELLOW (H3)	
3800 Olive Ave., 90807	595-0308
LOS CERRITOS (H2)	
515 W. San Antonio Dr., 90807	595-6337
LOWELL (C7)	
5201 E. Broadway, 90803	433-6757
MacARTHUR (I8)	
6011 Centralia, Lkwd. 90713	420-3588
MADISON (I5)	
2801 Bomberry, Lkwd. 90712	420-7731
MANN (C5)	
257 Coronado Ave., 90803	439-6897
McKINLEY (L5)	
6822 Paramount Blvd., 90805	630-6200
NAPLES (B7)	
5537 The Toledo, 90803	433-0489
OROPEZA (D3)	
700 Locust Ave., 90813	436-4420

ELEMENTARY SCHOOLS CONTINUED

PRISK (F8)	
2375 Fanwood Ave., 90815	598-9601
RILEY (I5)	
3319 E. Sandwood St., Lakewood, 90712	420-9595
ROOSEVELT (D3)	
1574 Linden Ave., 90813	599-3418
SIGNAL HILL (E4)	
2285 Walnut Ave., Signal Hill, 90755	426-8170
SMITH (E3)	
565 E. Hill St., 90806	595-9466
STEVENSON (C3)	
515 Lime Ave., 90802	437-0407
TWAIN (I7)	
5021 E. Centralia St., 90808	421-8421
WEBSTER (G1)	
1755 W. 32nd Way, 90810	595-6568
WHITTIER (E4)	
1761 Walnut Ave., 90813	599-6263
WILLARD (D5)	
1055 Freeman Ave., 90804	438-9934

K-8 SCHOOLS

CUBBERLEY (G9)	
3200 Monogram Ave., 90808	420-8810
GOMPERS (J8)	
5206 Briercree, Lkwd. 90713	925-2285
HUDSON (E1)	
2335 Webster Ave., 90810	426-0470
MUIR (F1)	
3038 Delta Ave., 90810	426-5571
NEWCOMB (G9)	
3351 Val Verde Ave., 90808	430-1250
POWELL (K2)	
150 Victoria St., 90805	(310) 631-8794
ROBINSON (F3)	
2750 Pine Ave., 90806	492-6003
TINCHER (E9)	
1701 Petaluma Ave., 90815	493-2636

MIDDLE SCHOOLS

AVALON (A2)	
P.O. Box 557, Avalon, Catalina Island, 90704	(310) 510-0790
BANCROFT (I7)	
5301 E. Centralia St., 90808	425-7461
FRANKLIN (C4)	
540 Cerritos Ave., 90802	435-4952
HAMILTON (L4)	
1060 E. 70th St., 90805	602-0302
HOOVER (I5)	
3501 E. Country Club Dr., Lkwd. 90712	421-1213
HUGHES (H4)	
3846 California Ave., 90807	595-0831
JEFFERSON (D6)	
750 Euclid Ave., 90804	438-9904
KELLER (H9)	
7020 E. Brittain St., 90808	421-8851
LINDBERGH (J4)	
1022 E. Market St., 90805	422-2845
LINDSEY (I2)	
5075 Daisy Ave., 90805	423-6451
MARSHALL (G8)	
5870 E. Wardlow Rd., 90808	429-7013
NELSON (E4)	
1951 Cherry Ave., Signal Hill, 90755	591-6041
ROGERS (C7)	
365 Monrovia Ave., 90803	434-7411
STANFORD (F8)	
5871 E. Los Arcos St., 90815	594-9793
STEPHENS (F1)	
1830 W. Columbia St., 90810	595-0841
WASHINGTON (D2)	
1450 Cedar Ave., 90813	591-2434

HIGH SCHOOLS

AVALON (A2)	
P.O. Box 557, Avalon, Catalina Island, 90704	(310) 510-0790
BEACH (F6)	
3701 E. Willow St., 90815	595-8893
BROWNING (E5)	
2180 Obispo Ave., 90804	997-8000
CABRILLO (E1)	
2001 Santa Fe Ave., 90810	951-7700
CALIFORNIA ACADEMY FOR MATHEMATICS AND SCIENCE (K1)	
(CAMS) CSUDH	(310) 243-2025
1000 E. Victoria St., Carson 90747	
JORDAN (K3)	
6500 Atlantic Ave., 90805	423-1471
JORDAN PLUS (K2)	
171 W. Bort St., 90805	984-3710
LAKEWOOD (H8)	
4400 Briercree, Lkwd. 90713	425-1281
McBRIDE (H9)	
7025 E. Parkcrest St., 90808	
MILLIKAN (F8)	
2800 Snowden Ave., 90815	425-7441
POLYTECHNIC (D3)	
1600 Atlantic Ave., 90813	591-0581
PAAL ACADEMY (D3)	
1545 Long Beach Blvd., 90813	591-1381
REID (F6)	
2153 Hill St., 90810	989-2098
RENAISSANCE (E4)	
1400 E. 20th St., 90806	591-7477
SATO ACADEMY OF MATHEMATICS & SCIENCE	
1100 Iroquois Ave., 90815	997-8000
WILSON (D6)	
4400 E. 10th St., 90804	433-0481

CHARTER SCHOOLS

CLEAR PASSAGE (D3)	
1471 MLK Jr. Ave., 90813	(888) 502-1116
INTELLECTUAL VIRTUES ACADEMY (G3)	
3601 Linden Ave., 90807	912-7017

CENTRAL SERVICES

ADMINISTRATION BUILDING (H1)	
Elementary, Middle/K-8, High School Offices	
1515 Hughes Way, 90810	997-8000
BUFFUM TOTAL LEARNING CENTER (E6)	
2350 Ximeno Ave., 90815	498-2431
CHILD DEVELOPMENT CENTERS (H9)	
4400 Ladoga Ave., Lkwd 90713	421-8210
HEAD START (G4)	
1260 E. 33rd St. Signal Hill, 90755	426-8144
MAINTENANCE (F1)	
2425 Webster Ave., 90810	997-7510
MULTIMEDIA SERVICES (OMS) (H3)	
4310 Long Beach Blvd., 90807	997-8000 x7198
NUTRITION SERVICES (F5)	
3333 Airport Way, 90806	427-7923
PERSONNEL COMMISSION (H9)	
4400 Ladoga Ave., Lkwd 90713	435-5708
PURCHASING AND CONTRACTS (J4)	
2201 Market St., 90805	663-3002
SCHOOL SAFETY (E7)	
5250 Los Coyotes Diag., 90815	997-8446
TEACHER RESOURCE CENTER (G4)	
1299 East 32nd St. Signal Hill 90755	
TRANSPORTATION (F3)	
2700 Pine Ave., 90806	426-6176
TUCKER/SPECIAL EDUCATION (E6)	
2221 Argonne Ave.,	986-6870



CHECKLIST OF MANDATORY BID DOCUMENTS

(For Bidder's use and reference only. Additional documents may be required so bidders should carefully review all bid requirements).

- BID FORM**
- DESIGNATION OF SUBCONTRACTORS FORM**
- WORKERS' COMPENSATION CERTIFICATION FORM**
- NON-COLLUSION DECLARATION FORM**
- BID SECURITY (BOND) FORM**



BID FORM

RFB No. 01-1819

Asbestos Abatement and Lead Stabilization, District-Wide

Bids Due:
July 3, 2018 at 2:00pm

Contractor/Company
Name: _____

Principal Name/Title: _____

Address: _____

Telephone: () _____

Contact E-mail: _____

To: Long Beach Unified District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Bid Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with **RFB No. 01-1819 - Asbestos Abatement and Lead Stabilization, District-Wide** in the District described above, all in strict conformance with the drawings and other Bid Documents on file at the Purchasing & Contracts Branch of said District for amounts set forth herein.

2. Bidder Acknowledges the Following Addendum:

Number _____

Number _____

Number _____

Number _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. Bid Schedule:

Bidders must complete all pricing in the tables below in order to have their bid considered for award.

*****Please refer to the Supplementary General Conditions for explanation of bid items and for award calculations that will be used to determine bid award*****

ASBESTOS PROJECTS - BID PRICING

Item	Description	Unit	Bid Unit Price	Bid Unit Price - Overtime Hours
<u>Asbestos-Containing Materials</u>				
A1	Linoleum Floor covering - Wood Substrate	sf	\$	\$
A2	Carpet over Linoleum Floor Covering - Wood Substrate	sf	\$	\$
A3	Linoleum Floor Covering - Concrete Substrate	sf	\$	\$
A4	Carpet over Linoleum Floor Covering - Concrete Substrate	sf	\$	\$
A5	Vinyl Floor Tiles and Mastic - Wood Substrate	sf	\$	\$
A6	Carpet over Vinyl Floor Tiles and Mastic - Wood Substrate	sf	\$	\$
A7	Vinyl Floor Tiles and Mastic - Concrete Substrate	sf	\$	\$
A8	Vinyl Base Cove	lf	\$	\$
A9	Vinyl Base Cove and Adhesive	lf	\$	\$
A10	Thermal System Insulation: Pipe Elbows and/or Fittings - Remove	ea	\$	\$
A11	Thermal System Insulation: Pipe Elbows and/or Fittings - Repair	ea	\$	\$
A12	Thermal System Insulation: Tank Insulation and/or Boiler Insulation - Remove	sf	\$	\$
A13	Thermal System Insulation: Tank Insulation, Boiler Insulation - Repair	sf	\$	\$
A14	Thermal System Insulation: White Block	sf	\$	\$
A15	Thermal System Insulation: Boiler Flu - Remove	sf	\$	\$
A16	Thermal System Insulation: Boiler Flu - Repair	sf	\$	\$
A17	Thermal System Insulation: Pipe Lagging Remove by Glovebag Removal Techniques	lf	\$	\$
A18	Thermal System Insulation: Pipe Lagging - Remove insulation from pipe in place	lf	\$	\$
A19	Thermal System Insulation: Pipe Lagging - Remove Pipe by Wrap/Spot Abatement/Cut Pipe	lf	\$	\$
A20	Thermal System Insulation: Pipe Lagging - Repair pipe insulation	lf	\$	\$
A21	In-place Equipment Gasket	ea	\$	\$
A22	Air Duct Insulation	sf	\$	\$
A23	Air Duct Vibration Damper	ea	\$	\$

Item	Description	Unit	Bid Unit Price	Bid Unit Price - Overtime Hours
A24	Ceiling Tile Adhesive	sf	\$	\$
A26	Wall Drywall and Joint Compound	sf	\$	\$
A27	Ceiling Drywall and Joint Compound	sf	\$	\$
A28	Ceiling Plaster and Lath	sf	\$	\$
A29	Wall Plaster and Lath	sf	\$	\$
A30	Acoustic Ceiling Spray Material	sf	\$	\$
A31	Remove Light Gaskets	ea	\$	\$
A32	Transite: Flue and Pipe	sf	\$	\$
A33	Transite: Siding	sf	\$	\$
A34	Transite: Roof Shingles	ea	\$	\$
A35	Clean and Encapsulate inside Floor-Mounted Heaters and then wrap the Unit	sf	\$	\$
A36	Decontaminate Floor: Vacuum/Wet Wipe/Vacuum Procedures	sf	\$	\$
A37	Decontaminate Attic/Ceiling plenum: Roofing Debris	sf	\$	\$
A38	Exterior Stucco	sf	\$	\$
A39	Window Glass Putty	lf	\$	\$
A40	Transportation of asbestos waste to LBUSD Maintenance Yard (price per mile see Technical Provisions, Item 15. F.)	mi	\$	\$
<u>Labor Rates</u>				
A41	Project Manager	hr	\$	\$
A42	EPA Asbestos Supervisor	hr	\$	\$
A43	EPA Asbestos Worker	hr	\$	\$
A44	Clerk	hr	\$	\$
<u>Other</u>				
Item	Description	Markup		
MS1	Miscellaneous Materials and Supplies for work not specified above (Actual Invoice Amount Paid)	%		
Item	Description	Rate		
MC1	Minimum Call-Out Charge, Asbestos Work (Refer to Supplementary General Conditions)	\$		

LEAD PROJECTS - BID PRICING

Item	Description	Unit	Bid Unit Price	Bid Unit Price - Overtime Hours
Exterior Work				
L1	Fascia Board - Wood	lf	\$	\$
L2	Fascia Board - Metal	lf	\$	\$
L3	Underside of Roof Overhang - Wood	lf	\$	\$
L4	Sand-finished Stucco	sf	\$	\$
L5	Rough-finished Stucco	sf	\$	\$
L6	Siding - Wood	sf	\$	\$
L7	Siding - Metal	ea	\$	\$
L8	Door - Wood	ea	\$	\$
L9	Door - Metal	ea	\$	\$
L10	Door Frame - Wood	ea	\$	\$
L11	Door Frame - Metal	ea	\$	\$
L12	Window with 1-10 Glass Panes - Wood	ea	\$	\$
L13	Window with 11-20 Glass Panes - Wood	ea	\$	\$
L14	Window with 21-30 Glass Panes - Wood	ea	\$	\$
L15	Window with 1-10 Glass Panes - Metal	ea	\$	\$
L16	Window with 11-20 Glass Panes - Metal	ea	\$	\$
L17	Window with 21-30 Glass Panes - Metal	ea	\$	\$
L18	Poles for Covered Walkways - Wood	ea	\$	\$
L19	Poles for Covered Walkways - Metal	ea	\$	\$
L20	Underside of Covered Walkways - Wood	sf	\$	\$
L21	Underside of Covered Walkways - Stucco	sf	\$	\$
L22	Fascia Board for Covered Walkways - Wood	sf	\$	\$
L23	Fascia Board for Covered Walkways - Metal	sf	\$	\$
L24	Wall Vent - Metal	ea	\$	\$
L25	Handrail - Metal	lf	\$	\$
L26	Perimeter Fence (8'-10' High) - Metal	lf	\$	\$
L27	Bleacher Seats - Metal	lf	\$	\$

Item	Description	Unit	Bid Unit Price	Bid Unit Price - Overtime Hours
L28	School Flag Pole	ea	\$	\$
L29	Exterior Stucco Surface Cleaning - Remove Dust, Grim and Chalkiness	sf	\$	\$
L30	Waste Wash Water Collection and Storage	gal	\$	\$
<u>Interior Work</u>				
L31	Ceramic Wall Tiles - Remove	sf	\$	\$
L32	Ceramic Floor Tiles - Remove	sf	\$	\$
L33	Drywall Wall	lf	\$	\$
L34	Drywall Ceiling	lf	\$	\$
L35	Plaster Wall	lf	\$	\$
L36	Plaster Ceiling	lf	\$	\$
L37	Door - Wood	ea	\$	\$
L38	Door Frame - Wood	ea	\$	\$
L39	Door Frame - Metal	ea	\$	\$
L40	Built-in Wood Cabinet (5'x8'x8') - Wood, Stabilize Paints on Inside and Outside	ea	\$	\$
L41	5'x8' Built-in Metal Cabinet (5'x8'x8') - Metal, Stabilize Paints on Inside and Outside	ea	\$	\$
L42	Door as Component - Wood, Remove	ea	\$	\$
L43	Door Frame as Component - Wood, Remove	ea	\$	\$
L44	Door Frame as Component - Metal Remove	ea	\$	\$
L45	Built-in Wood Cabinet (5'x8'x8') - Wood, Remove	ea	\$	\$
L46	5'x8' Built-in Metal Cabinet (5'x8'x8') - Metal, Remove	ea	\$	\$
<u>Labor Rates</u>				
L47	Project Manager	hr	\$	\$
L48	CPDH-Certified Supervisor	hr	\$	\$
L49	CPDH-Certified Laborer	hr	\$	\$
L50	Clerk	hr	\$	\$
Item	Description	Markup		
MS2	Miscellaneous Materials and Supplies for work not specified above (Actual Invoice Amount Paid)	%		
Item	Description	Rate		
MC2	Minimum Call-Out Charge, Lead Work (Refer to Supplementary General Conditions)	\$		

Notes for Lead-Related Work:

- 1. All loose and flaking or otherwise deteriorated paint shall be scraped, feather-sanded (equipment shall have an attachment that is connected to a HEPA-filtered vacuum cleaner).**
 - 2. Surfaces shall be wiped clean with a commercial-grade detergent solution to remove dust residuals.**
 - 3. At a minimum, one (1) coat of lead paint primer shall be applied over the scraped surface area. The primer shall overlap the intact paint by 12" from the edge of the scraped areas in all directions.**
 - 4. Cracks in stucco surfaces shall be opened up with a v-shaped grinder to a minimum depth of ¼" and filled with sealer that creates a strong bond with the stucco.**
 - 5. The entire surface of the stucco shall be washed down with commercial-grade detergent prior to the application of sealer at the cracks.**
 - 6. Any interior work shall be performed in an enclosure to effectively control dust migrations from the isolated work area into the other areas of the building.**
4. Time for Completion: The District may give a notice to proceed within thirty (30) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, rain days, and the requisite time to complete the punch list.

In the event that the District desires to postpone giving the notice to proceed beyond this thirty (30) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

5. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the opening of bids.
6. Attached is bid security in the amount of not less than ten percent (10%) of the bid: Bid bond (10% of the Bid), certified check, or cashier's check (circle one)
7. The required List of Designated Subcontractors is attached hereto.
8. The required Non-Collusion Declaration is attached hereto.

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within ten (10) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Bid Documents.
10. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. Protest Procedures: If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.
12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: _____

License Expiration Date: _____

Name on License: _____

Class of License: _____

DIR Registration Number: _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within ten (10) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.
14. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Bid Documents, including the Plans, General Conditions, Supplemental Conditions (if any), Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in all other documents issued to bidders

and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Bid Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

15. Debarment: In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:
- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
 - b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
 - c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
 - d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)
16. Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below. I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Contractor Name

Name of Bidder Representative

Street Address City State Zip

()

Phone Number E-Mail

By: _____
Signature of Bidder Representative Date

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above. All signatures must be made in permanent **blue** ink.



DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.



DESIGNATION OF SUBCONTRACTORS FORM

Use additional pages in this format if needed.

Description & Portion of Work	DIR Registration Number*	Name of Subcontractor, Location & Place of Business	E-Mail & Telephone Number	License Type and Number

** This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.*

_____ Contractor/Company Name

_____ Principal Name (Please Print)

_____ Title

_____ Signature

_____ Date



WORKERS' COMPENSATION CERTIFICATION FORM

Labor Code section 3700 in relevant part 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 as 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.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Contractor/Company Name

Principal Name (Please Print)

Title

Signature

Date

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.



NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____
Title Contractor Name/Company

the party making the foregoing bid.

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

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:

_____, at _____, _____
Date City State

Print Name

Signature



BID BOND

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Long Beach Unified District (hereafter called "District") in the sum

of _____ Dollars (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in reference to _____
(Bid No.) (Bid Name)

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within ten (10) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in 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, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation 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, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

Principal's Signature

Typed or Printed Name

Principal's Title

Company Name

(Corporate Seal)

Surety's Signature

Typed or Printed Name

Title

Surety's Name

Surety's Address

(Attached Attorney in Fact Certificate)

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name

Address

Name and Address of agent or representative for service of process in California if different from above:

Name

Address

Telephone Number and E-Mail of Surety and agent or representative for service of process in California:

()

Telephone

E-Mail



TECHNICAL PROVISIONS - ASBESTOS

TECHNICAL PROVISIONS - ASBESTOS

1. The work to be performed under this contract shall be performed on an as needed basis over the term of the contract as stated in Article 2 of the District's contract
2. Work to be performed under this contract will be located at various sites in the Long Beach Unified School District with Administrative Offices at 1515 Hughes Way, Long Beach, CA 90810.
3. Bidders to consider possible work performed in restricted areas such as those above ceilings, in attics and tunnels, under buildings, and at heights in excess of ten (10) feet. Information regarding the location of identified Asbestos-Containing Material (ACM) at District sites will be available to bidders at the District's Maintenance Branch prior to the bid opening.
4. The successful Bidder must submit evidence of Environmental Protection Agency (EPA) and Cal/OSHA approved training for all proposed asbestos removal workers. Current copies of their EPA and Cal/OSHA required certifications, fit test, and medical certifications are required. **A copy of these certifications must accompany every employee while on site during any abatement project.**
5. The successful bidder must be able to provide service on demand, within 24 hours for all emergency work, and within ten (10) days for all scheduled work. Should service be unavailable within this time period, the District reserves the right to hire another firm qualified to perform the work.

Contractor will notify the District at least twenty-four (24) hours in advance before sending a crew to begin any project, (exception; emergencies declared by the District's Environmental Health and Safety Office).

6. Bidders should pay special attention to Item #10, "Licenses and Qualifications", regarding information that may be required to be submitted after written request.
7. Clearance air sampling will be performed by the District's designated air sampling professional and may be subject to a 24-hour turnaround time for results
8. **Site Investigation**
 - A) By submitting a Bid, the Contractor acknowledges that it has investigated and is satisfied as to:
 - 1) The conditions affecting the work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities or otherwise affect performance of required activities;
 - 2) The character and quantity of all surface and subsurface for the ACM and Obstacles to be encountered during the Work, in so far as this information is reasonably ascertainable from an inspection of the site. This may include

exploratory work done by the Long Beach Unified School District, or a District's environmental consultant, as well as information presented in drawings and specifications available at the District's Maintenance Branch.

- B) Any failure by the Contractor to acquaint itself with available information will not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The District is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information (alone) made available by the District. In no event will a failure to inspect the site constitute grounds for claim after award of the contract.

9. Use of District Equipment and/or Facilities:

- A) The District will not permit the Contractor to use any of the District's equipment, tools, or facilities except as indicated during the job walk. (Such use will be gratuitous and the Contractor shall release the District from any responsibility arising out of the use of such equipment, tools, or facilities irrespective of the condition hereof or any negligence on the part of the District in permitting their use).

10. Licenses and Qualifications:

- A) Contractor shall be duly licensed in the State of California in accordance with the provisions of 2016 California Code - Business and Professions Code Division 3 - Professions and Vocations Generally, Chapter 9, as amended. Contractor shall also be currently certified by California Contractors State License Board (CSLB), under C-22 Asbestos Abatement Contractor classification. The new C-22 Asbestos Abatement contractor classification became effective on January 1, 2015. The C-22 Asbestos Abatement classification does not replace the existing §7058.5 asbestos certification. A contractor can hold either of these asbestos abatement work authorizations, depending on the contractor's individual business and licensure needs. CSLB will not issue a C-22 Asbestos Abatement contractor license unless the applicant or contractor is duly registered with the Cal/OSHA – Division of Occupational Safety and Health (DOSH), pursuant to Labor Code §6501.5, or has an active application for registration in process with DOSH. Contractor must also possess a CDPH Lead Certification.
- B) As part of the bid requirements, if requested by the District, the Contractor shall submit documentation of successful completion of asbestos work involving at least five (5) projects of similar work and extent.

Documentation shall include:

- 1) The entity for which asbestos work was performed.
- 2) The type of work involved in the project.
- 3) The entity's representative who conducted performance inspections.
- 4) The results of any air monitoring, including lab sheets.
- 5) The results of inspections by regulatory agencies (e.g. EPA, Cal/OSHA, and SCAQMD).

- C) Bidders may also be required to submit a statement, signed by an officer of the company, containing the following information:
 - 1) A record of any citations issued by Federal, state or local regulatory agencies relating to asbestos abatement activity. Include projects, dates, and resolutions.
 - 2) A list of penalties incurred through non-compliance with asbestos abatement project specifications including liquidated damages, overruns in scheduled time, and resolutions.
 - 3) Any situation, in which an asbestos-related contract has been terminated including projects, dates, and reasons for termination.
 - 4) A listing of any asbestos-related legal proceedings/claims in which the contractor (or employees scheduled to participate in this project) has participated or is currently involved in. Include description of role, issue, and resolution to date.

11. Pre-start Meeting:

- A) The successful Bidder shall attend a contract commencement meeting following award and execution of the contract. Attending this meeting will be representatives of the District and the District's agents along with testing and monitoring personnel (e.g., Asbestos Project Manager, Air Sampling Professional) who will actually participate in the District's testing/monitoring program.
- B) The Contractor and supervisory personnel who will provide on-site direction of the abatement activities must attend. The Contractor's Air Sampling Professional shall also attend.
- C) At this meeting, the Contractor shall provide all submittals as required in Section 15, of these Technical Provisions.

12. Scope of Work (General):

This Scope is to be adhered to. Non-Compliance with this Scope of Work may be grounds for termination of the Contract.

- A) The scope of work covers the abatement of potential asbestos exposure-hazards from building structures and components listed below in Item B).
- B) A descriptive list of all identified locations where asbestos-containing materials may be required to be abated is contained in the AHERA Management Plans. CTL Environmental Services prepared these plans for the District on August 1, 1988. Integrity Environmental Consultants, Inc. completed AHERA 3-Year Re-Inspections of the school sites in 2014. These reports are available for review by prospective bidders at the Maintenance Branch, located at 2425 Webster Avenue in the City of Long Beach, CA California 90810. Visits to District site, if necessary, must be arranged through the District's Office of Environmental Health and Safety, located at 2425 Webster Avenue in the City of Long Beach, CA California 90810 and calling to (562) 997- 7510.

- C) For each asbestos abatement project, the Contractor shall furnish the Project Superintendent with a complete copy of the asbestos survey report and the scope of work. These documents are to remain at the job site at all times. If upon inspection, by the District or the District's Representative, it is determined that these documents are not present, the District will stop the job until the Contractor has furnished the required documents. This work stoppage shall be at the expense of the Contractor.
- D) Asbestos abatement containments for all projects shall be a full containment to meet SCAMD Procedure 1 requirements, unless authorized by the District in advance of project commencement. The containment is required to minimize asbestos fiber migration out of the work area. Refer to Item M) below for further clarification of the containment requirements.
- E) All exhaust air from air filtration devices must be filtered through a High Efficiency Particulate Air (HEPA) filter.
- F) Contractor shall secure all exterior building openings for the purpose of filtered air exhaust. The openings shall be covered with plywood and secured with screws. No unsecured windows or openings will be allowed to remain open after Contractor has left the site.
- G) The Contractor shall furnish each abatement crew with adequate equipment to perform abatement, as required. The equipment will include, but not be limited to, airless sprayers, properly sized, air filtration devices, decontamination facilities, OSHA-required personal air sampling monitors, and personal protective equipment.
- H) It is the intent of the District to notify the Contractor that the District will not consider a job complete unless the conditions in this scope of work are met. In addition to completing the scope of work for each abatement project, in the event that the District has neglected to include any required procedure, it is the Contractor's responsibility to comply with all Federal, State, and Local rules and regulations, and District specifications that govern the removal of asbestos containing material.

The District will require the receipt and approval of complete closeout documents for each project, before authorizing the payment of invoice for the project. The closeout package shall include, but not be limited to:

- 1) A copy of the District's Scope of Work for the abatement project being invoiced.
- 2) A signed copy of the Contractor's proposal for the project being invoiced.
- 3) A signed statement of completion for the invoiced project.
- 4) Copies of the Contractor's licenses, required for the invoiced project.
- 5) Copies of the SCAQMD and Cal/OSHA notifications for the invoiced project.
- 6) A copy(s) of the **TYPED, SIGNED, AND COMPLETELY FILLED OUT HAZARDOUS AND OR NON-HAZARDOUS WASTE MANIFEST(s)**. Section 3 of the manifest will be completed as illustrated below, unless otherwise notified by the District. The waste manifest signature blocks must be fully completed before they are placed in the closeout documents.

LONG BEACH UNIFIED SCHOOL DISTRICT (District Site)

2425 WEBSTER AVENUE

LONG BEACH, CALIFORNIA 90810

SCHOOL SITE _____

PROJECT NUMBER _____ CONTRACTOR _____

- 7) For all employees that were involved with the project, include their current copies of their EPA and CAL/OSHA required certifications: fit test, medical, and training certifications.
 - 8) Cal/OSHA required Personal air monitoring results for the project.
 - 9) The containment and job site Sign-in/Sign-out logs, with signatures and proof of their identification for each entrant.
 - 10) Copies of all Safety Data Sheet (SDS) sheets required for the performance of the work.
 - 11) Copies of manometer readings.
 - 12) Copies of field notes.
 - 13) Copy of job invoice.
 - 14) Copy of work schedule.
 - 15) Containment layouts.
 - 16) Copies of worker safety meeting sign in sheets with notes regarding matters discussed in the meeting.
 - 17) Copies of South Coast Air Quality Management District (SCAQMD) permits for all HEPA filtered equipment.
-
- I) For each scheduled project, Contractor shall submit to the District's Office of Environmental Health and Safety (OEHS) a schedule of work, work area diagrams, and receive District approval, prior to job commencement. This item may be waived if the District's OEHS declares the work an emergency.
 - J) Prior to commencement of work, Contractor will be required to furnish, but not be limited to, permits, personnel air sampling program, respiratory protection program, injury illness prevention program, all EPA-required asbestos work related certifications for applicable employees, all Cal/OSHA and SCAQMD-required notifications, provisions for adequate decontamination facilities and personal protective equipment.
 - K) Isolated work area critical barriers shall consist of, but may not be limited to, all openings leading to the outside of work area(s).
 - L) All critical barriers adjacent to occupied areas must be sealed from both sides.
 - M) Containment(s), depending on the scope of work, shall be full enclosure(s) as prescribed by Cal/OSHA, EPA, and SCAQMD, unless otherwise downgraded by the District OEHS. All containment's are subject to approval by the District or its Representative before commencement of any abatement.

- N) Contractor's Superintendent will sign the District's **Commencement** inspection form along with the District's representative **before** abatement work begins.
- O) The work area shall be kept clean of any and all debris. Removed ACM will be bagged immediately and as soon as the ACM has been removed.
- P) All work shall be performed following wet methods as prescribed by Cal/OSHA and SCAQMD.
- Q) Remove all gross ACM debris in work area by wet methods as required by Cal/OSHA and SCAQMD.
- R) Remove all asbestos-containing pipe insulation from the insulated pipes in the work area by glovebagging removal techniques.
- S) Decontaminate the work area(s) by HEPA vacuuming, wet wiping and bagging techniques.
- T) Discard in a manner consistent with applicable local, state, and Federal regulations, all material that cannot be decontaminated, in asbestos labeled bags. District shall approve of the items to be disposed of.
- U) Prior to the application of an approved encapsulant, the Contractor's Superintendent shall sign the District's **Pre-sealant** inspection form, along with the District's representative.
- V) When authorized by the District OHES, encapsulate the work area(s) to bind any invisible asbestos fibers.
- W) Contractor shall be responsible for any damage due to over encapsulation. Care shall be taken not to damage mechanical equipment.
- X) After encapsulation and prior to final air clearance testing, the District Representative will perform a final inspection. Contractor's Superintendent shall sign District's **Final inspection** form along with the District's Inspector.
- Y) **No final clearance samples will be taken if there is any visible debris or if the encapsulant is still wet.**
- Z) The District will not be responsible for payment of any additional costs incurred due to the failure of the initial air clearance test, if said failure is the result of negligence on the part of the Contractor.
- AA) Upon the receipt of notification of passing the final air sampling procedure, Contractor shall remove all unnecessary polyethylene barriers and repair any damaged surfaces. Contractor's Superintendent will sign the District's **Post-Remediation Inspection** form along with the District's Inspector.
- BB) Contractor shall post within 24 hours the results of all OSHA personal air monitoring.

- CC) The Contractor shall strictly control containment access. Only authorized personnel shall be allowed to enter containment. All personnel (including District Personnel or Representatives) entering containment will sign the Contractor's containment entrance log both upon entering the containment and upon exiting the containment. The entry and exit times shall also be recorded on the entrance log next to the entrant's signature and the entrant's identification number.
- DD) District's representative will report all deviations from these project specifications and/or applicable local, State and Federal regulations, to the District's OEHS immediately.
- EE) Air filtration devices to remain operational in the regulated work area at all times until air clearance is achieved.
- FF) Contractor to label all asbestos disposal bags with the SCAQMD labeling requirements. All bags used for the disposal of asbestos, regardless of friability, shall be 6-milimeter thick and have asbestos labels.
- GG) Contractor should request a pre-job walkthrough of the proposed work area with a District Representative to determine pre-existing building area damages.
- HH) Contractor shall maintain a minimum -0.02 " w/c air pressure differential in the work area with respect to adjacent spaces. No asbestos removal work shall begin until this pressure differential can be established and maintained.
- II) Contractor shall supply manometers and make periodic recordings of the manometer readings. These readings shall be included in the closeout package. In the event that any manometer readings fall below the 0.02 " threshold, removal work will cease immediately, the work area will be wetted down, accesses and penetrations into the containment shall be sealed, and the cause of the drop in pressure differential shall be determined. Removal work shall resume only when the pressure drop has been corrected.
- JJ) Contractor to conduct a final walkthrough of the work area with the District's Representative at the conclusion of work to complete the punch list. The purpose of the walkthrough is to determine if any damage had occurred during the work.
- KK) Prior to containment set-up, a determination shall be made as to the lead content of any painted surface to which Contractor intends to apply duct tape and/or spray glue.
- LL) If lead analysis indicates the presence of lead-containing paint, the Contractor shall use care to prevent the generation of lead dust when any work is performed in this area, including the dismantling of the containment.
- MM) Each asbestos abatement work area shall be cleared by air sampling. Air clearance shall be performed in accordance with the requirements of 40 CFR Part 763, Subpart E-Asbestos-Containing Materials in Schools.

- NN) Non-friable asbestos containing materials shall be disposed of as non-hazardous waste. Since there are no pre-labeled non-hazardous asbestos bags being manufactured, the Contractor shall affix proper labeling to all asbestos disposal bags. These labels must meet NESHAPS, SCAQMD, Cal/OSHA, DTSC, DOT, and the California Highway Patrol specifications.
- OO) Non-friable ACM shall be manifested as non-hazardous waste.
- PP) **Chemical mastic remover shall be disposed of as hazardous waste.**

13. Description of Work:

- A) Work specified herein may consist of the repair, removal, encapsulation, enclosure and/or cleaning of asbestos-containing materials as part of an operation and maintenance activity and the subsequent cleaning of the contaminated area. The work shall be performed by competent persons, trained, knowledgeable and qualified in the techniques of asbestos abatement, handling and packaging of ACM waste in preparation for transportation and disposal of asbestos-containing and asbestos-contaminated materials. Workers must be qualified in accordance with laws and regulations applicable to the performance of work required under this contract, by Cal/OSHA Title 8 Section 1529, Title 40 CFR Part 763, SCAQMD under Rule 1403, Title 8 CCR §5208 and §5208.1.
- B) Contractor shall provide details concerning abatement measures for each type of work required under the contract and whether more than one technique is to be used during the period of the contract.
- C) Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with applicable Federal, State and local regulations and these specifications.
- D) Contractor shall provide details on handling special conditions at the site, which must be considered by the contractor when performing asbestos abatement (e.g. high temperatures, equipment that must remain in operation, other toxic substances in the air, running through pipes or contaminating surfaces).
- E) Contractor is responsible for restoring the work area(s) and auxiliary areas utilized during the abatement. Damage caused during the performance of abatement activities may need to be repaired by the Contractor (e.g., paint peeled off by barrier tape, nail holes, water damage, broken glass) at no additional expense to the District.

14. Applicable Standards and Guidelines (General Requirements):

- A) All work under this contract shall be done in accordance with all applicable Federal, State, and Local regulations, standards and codes governing asbestos abatement and any other trade work in conjunction with asbestos abatement.

- B) The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be utilized.
- C) All applicable regulations, standards, and codes, have the same force and effect and are made a part of the contract documents as if copied directly into the contract documents, or as if published copies are bound herewith. Federal, State, and Local regulations, standards, and codes governing asbestos abatement, transport, and disposal are generally applicable, except to the extent those more stringent requirements are written directly into the contract documents.

15. Submittals and Notices:

- A) **Contractor shall submit the following prior to commencement of Work:**
 - 1) Send written notification in accordance with 40 CFR Part 61.146 Subpart M, to the appropriate State or Federal Air Pollution Control Agency responsible for the enforcement of the National Emissions Standard for Hazardous Air Pollutants (asbestos). Notice to be sent no later than ten (10) working days prior to the commencement of any project greater than 100 square feet of asbestos containing building material. For purposes of this work, the agency to be notified shall be the SCAQMD. Exception to 10-day notification requirement is for projects declared an emergency by the District. An "Emergency Notification" must be filed within 24 hours of commencing work. Contractor shall also ensure that notification is sent to Cal/OSHA prior to the commencement of any project.
 - 2) Submit manufacturer's certification that vacuum cleaners equipped with HEPA filters, air filtration units and other local exhaust ventilation equipment conform to ANSI Section 9.2-79.
 - 3) When rental equipment is to be used in abatement areas or to transport asbestos-contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to the District.
 - 4) Document National Institute of Occupational Safety and Health (NIOSH) approvals for all respiratory protective devices utilized on site. Include manufacturer's certification of HEPA filtration capabilities for all cartridges and filters.
 - 5) Submit documentation that respirator fit testing, training, and medical certifications are up to date for all Contractor employees and agents who must enter the work area. The fit testing shall be in accordance with qualitative procedures as required by Cal/OSHA regulations or be quantitative in nature to meet Cal/OSHA's regulation for worker use of respirators is in Title 8, CCR §5144. Respirators must be NIOSH-approved respirators.
 - 6) Contractor shall post a list containing the names, addresses, and telephone numbers of: the Contractor, the District's OEHS, Contractor's Superintendent, Air Sampling Professional(s), and any other personnel who may be required to assist during abatement activities (e.g., Safety Office, Building Maintenance Supervisor). The list

shall be posted at the entrance to the clean room of decontamination unit. Also include Emergency phone numbers for Fire, Police, and Hospitals etc.

B) During Abatement Activities:

Submit weekly (or as otherwise directed by the District) job progress reports detailing abatement activities. Include review of progress with respect to previously established milestones and schedules, referred to in the Technical Provisions, major problems and action taken, injury reports, equipment breakdown and Cal/OSHA required personnel air sampling results conducted by Contractor's Air Sampling Professional.

C) After Abatement Activities:

- 1) Submit copies of waste manifests for all asbestos waste materials removed from the work area during the abatement process in the final closeout package.
- 2) Include daily copies of worksite entry logbooks with information on worker and visitor access in final closeout package.
- 3) Include logs documenting filter changes on respirators, HEPA vacuums, air filtration devices, and other engineering controls in the final closeout package.
- 4) Include result of air sampling data collected during the course of the abatement including Cal/OSHA compliance air monitoring results in the final closeout package.
- 5) Submit results of materials testing conducted during the abatement for purposes of utilization during abatement activities (e.g., testing of encapsulant for depth of penetration, testing of substitute materials for adherence to encapsulated surfaces). These results should also be included in the final closeout package.
- 6) Submit copies of SCAQMD permits for all HEPA vacuum cleaners and air filtration machines, in the final closeout package.
- 7) All other submittals required in the close out package detailed in other sections of these Technical Specifications.

D) District Shall Prior to Commencement of Work:

- 1) Notify occupants of planned work areas, of project dates, and requirements for relocation. Arrangements must be made prior to start of work for relocation of desks, files, equipment, and personal possessions. This is to avoid contamination of said items, and to prevent unauthorized access into the work area(s).
- 2) Submit to the Contractor, upon request, results of pre-abatement air sampling (if conducted by the District) including location of samples, names of the air sampling professional, equipment utilized, and method of analysis.

- 3) Document that District employees required to enter work area(s) during abatement have received training equal to the training detailed in previous sections.
- 4) Provide to the Contractor information concerning access, shutdown and protection of identified equipment and/or systems in the work area(s).
- 5) Provide for waste storage container(s).

E) During Abatement:

Submit to the Contractor upon request, results of additional bulk material analysis and air sampling data collected during the course of the abatement. These sample results are for information only. They serve only to monitor Contractor performance during the project and shall not release the Contractor from any responsibility to sample for Cal/OSHA compliance.

F) After Abatement:

Arrange to have the waste transported to an approved landfill.

Transportation and disposal of Asbestos Containing Waste Material (ACWM) shall be the responsibility of the District and should not be considered as part of the bid. However, the one exception will be when there are ten (10) Asbestos Disposal bags or less of ACWM produced from a project, then the Contractor will be responsible for transporting the bagged ACWM from the jobsite to the Maintenance Yard Asbestos lockup. All District sites, excluding Avalon, are ten (10) miles or less from the Maintenance Yard.

In no event will the Contractor be responsible for the transportation of friable materials.

16. Site Security:

- A) The work area(s) is/are to be restricted to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of subcontractors, District employees and representatives, State and Local inspectors, and any other designated individuals. A list of authorized personnel shall be established prior to start of each job and be posted at the entrance to the clean room of the worker decontamination facility.
- B) The Contractor shall report entry into the work area(s) by unauthorized individuals immediately to the District OEHS. **If a listed individual enters the Contractor's containment without signing the containment entrance log, said individual shall be considered an unauthorized entrant.**
- C) A logbook shall be maintained in the clean room area of the worker decontamination system. Anyone who enters the work area must record name, affiliation, time in and out, and social security number.

- D) Access to the work area(s) shall be through a worker decontamination facility. All other means of access (doors, windows, hallways, etc.) shall be blocked and locked so as to prevent entry to or exit from the work area(s). The only exceptions for this rule is the waste pass-out airlock which shall be sealed except during the removal of contaminated asbestos waste from the work area(s), and emergency exits in case of fire or accident. Emergency exits shall not be locked from the inside; however, they shall be sealed with polyethylene sheeting and tape until needed.
- E) Contractor shall have control of site security during abatement operations.
- F) Contractor shall have District assistance in notifying building occupants of impending activity and enforcement of restricted access by District employees.

17. Emergency Planning:

- A) Emergency planning and procedures shall be developed by the Contractor and mutually agreed to by Contractor and District prior to abatement initiation.
- B) Emergency procedures shall be in written form and prominently posted in the clean area and in the equipment room of the worker decontamination unit. Everyone, prior to entering the work area, must read and sign these procedures to acknowledge receipt and understanding of work site layout, location of emergency exits and emergency procedures.
- C) Emergency planning shall include written notification; to Police Department, Fire Department, and Emergency Medical Personnel, of planned abatement activities, work schedule and layout of work site(s). This notification must particularly point out barriers that may affect response capabilities.
- D) Emergency planning shall include; considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, and heat related injury, etc. Written procedures shall be developed and employee training in procedures to deal with each hazard shall be provided.
- E) Employees shall be trained in evacuation procedures in the event of workplace emergencies.
- F) For non-life-threatening situations-employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the workplace to obtain proper medical treatment.
- G) For life-threatening injury or illness, worker decontamination shall take least priority. After taking measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.
- H) Telephone numbers of all emergency response personnel shall be prominently posted in the clean change area and equipment room, along with location of the nearest telephone.

18. Materials (General All Abatement Projects):

- A) Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and brand names (where applicable).
- B) Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient enough to prevent damage or contamination. Replacement materials shall be stored outside of the work area until abatement is completed.
- C) Damaged, deteriorating or previously used materials shall not be used and shall be removed from the worksite and disposed of properly.
- D) A minimum of two layers of polyethylene sheeting shall be used for walls and shall be a minimum of 4-mil thick (a mil is a measurement that equals one-thousandth of an inch, or 0.001 inch). For floors and all other uses, sheeting shall be a minimum of 6-mil thick and used in widths selected to minimize the frequency of joints.
- E) Polyethylene sheeting utilized for worker decontamination enclosure shall be opaque white or black in color and shall be a minimum of 6-mil thick.
- F) Special materials required to protect objects in the work area should be detailed (e.g., plywood over carpeting or hardwood floors to prevent damage from scaffolds and falling materials).
- G) Stick-on labels, as per EPA, CHP, and DOT requirement for disposal drums.
- H) A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g., scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be provided as needed.
- I) Airless Sprayers with pumps capable of providing 500 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water.
- J) Surfactant (wetting agent) shall be a 50/50 mixture of Polyoxyethylene Ether and mixing agent, or equivalent, mixed in a proportion of 1 fluid ounce to 5 gallons of water or as specified by manufacturer. (An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56- "Surface and Interfacial Tension of Solutions of Surface Active Agents").
- K) Rubber dustpans and rubber squeegees shall be provided for cleanup.
- L) Brushes utilized for removing loose asbestos-containing material shall have nylon or fiber bristles, not metal.
- M) A sufficient supply of HEPA filtered vacuum systems.

19. HEPA and Personal Protective Equipment (PPE), (General - All Abatement Projects):

- A) A sufficient quantity of air filtration devices, equipped with HEPA filtration, shall be utilized to provide one workplace air change every 15 minutes. These units shall be

operated in accordance with ANSI 29.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002 Guidance for Controlling Friable Asbestos-Containing Materials in Buildings, Appendix F: "Recommended Specifications and Operating procedures for the Use of Negative Pressure Systems for Asbestos Abatement". To calculate the total air flow requirement:

Total Cubic Feet/Minute (CFM, or Ft³/Min) = Vol. of Work Area (In Ft³) multiplied by Air Changes/Hour, Divided by 60 Minutes/Hour.

To calculate the number of units needed for the abatement:

Number of Units Needed = (Total Ft³/Min)
(Capacity of Units in Ft³/Min)

If air-supplied respirators are utilized, estimate the volume of supplied air and add to workplace air volume when calculating ventilation requirement. For small enclosures and glove bags, a HEPA-filtered vacuum system may be utilized to provide negative air pressure.

- B) Type "C" air supplied respirators, in positive pressure or pressure demand mode with full face piece and a HEPA filtered disconnect, are recommended by the EPA for all full shift abatement work, until the successful completion of final air clearance monitoring. Powered air purifying respirators equipped with HEPA filters and full face piece, 1/2 face HEPA-filtered respirators with a National Institute of Occupational Safety and Health (NIOSH) assigned protection factor may be used for work area preparation activities, inspection or repair work of less than one (1) hour duration per day. A sufficient supply of charged replacement batteries, HEPA filters, and a flow test meter shall be available in the clean room of the decontamination unit. Spectacle kits and eyeglasses must be provided that have been tested and approved by the NIOSH for use in asbestos-contaminated atmospheres. If the Contractor can demonstrate, through monitoring data of projects similar in nature, that workers will not be exposed above the Cal/OSHA Permissible Exposure Limit (PEL) with respiratory equipment with a lower respiratory protection factor than herein specified, then the Contractor may be allowed to substitute said respiratory protective equipment. This shall be done in consultation with District.
- C) Compressed air systems shall be designed to provide air volumes and pressures to accommodate respirator manufacturer's specifications. The compressed air system shall have a receiver of adequate capacity to allow escape of all respirator wearers from contaminated areas in the event of compressor failure. Compressors must meet applicable Cal/OSHA requirements. Compressors must have an in-line carbon monoxide monitor, alarm, and periodic inspection of the carbon monoxide monitor must be evidenced. Documentation of adequacy of compressed air system/respiratory protection system must be retained on site. This documentation will include a list of compatible components with the maximum number and type of respirators that may be used with the system. Periodic testing of compressed air shall ensure that systems provide air as described in Compressed Gas Association Commodity Specifications G-7-1.

- D) Full body disposable protective clothing, including head, body, and foot coverings consisting of material impenetrable by asbestos fibers (Tyvek-R or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing the suit.
- E) Additional safety equipment (e.g., hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of American National Standards Institute (ANSI) Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided to all workers and authorized visitors.
- F) Non-skid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

20. Substitutions, Approval Required:

- A) Contract is based on the materials, equipment and methods described in the Contract Documents.
- B) District shall consider proposals for substitutions of materials, equipment and methods only when full and complete technical data and all other information accompany such proposals required by the District to evaluate the proposed substitution.
- C) Do not substitute materials, equipment or methods unless the District has specifically approved such substitution for this work.

"Or Equal"

- D) Where the phrase "or equal", or "or equal as approved by the District" occurs in the Contract Document, the District must specifically approve, in writing, the item, equipment, or method to be substituted before the Contractor will be allowed to use same.
- E) The decision of the District shall be final.

21. Availability of Specified Items:

- A) Verify prior to bidding that all specified items will be available in time for abatement during orderly and timely progress of the work.
- B) In the event that specified items will not be available, notify the District prior to commencement of project.
- C) Cost of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back-charged as necessary and shall not be borne by the District.

22. Alternative Procedures:

- A) Procedures described in this specification are to be utilized at all times.

- B) If specified procedures cannot be utilized, a request must be made in writing to the District providing details of the problem encountered and recommended alternatives.
- C) Alternative procedures shall provide equivalent or greater protection than procedures that they replace.
- D) The District, prior to implementation, must approve any alternative procedure in writing.

23. Isolation of the Work Area(s) from Occupied Area of the Building:

- A) The contaminated work area shall be separated from uncontaminated, occupied areas of the building by the construction of airtight barriers.
- B) Cover both sides of partition at floor, ceiling, walls and fixtures to form an airtight seal.
- C) Caulk edges of partition at floor, ceiling, walls and fixtures to form an airtight seal.

24. Work Area Preparation (General):

- A) Work Area Pre-cleaning and Initial Preparation of Work Area(s) Containment;
 - 1) Contractor shall ensure that the school site where work is to occur has been notified in writing.
 - 2) Contractor in conjunction with the District electric shop shall shut down and lock out electric power to all work areas. Contractor shall provide temporary power and lighting sources, ensure safe installation (including ground faulting) of temporary power source and equipment by compliance with all applicable electrical code and Cal/OSHA requirements for temporary electrical systems. The District will pay for all costs for utility electric charges.
 - 3) Shut down and lock out all heating, cooling and air conditioning (HVAC) components that are in, supply or pass through the work area(s). Investigate the work area(s) and agree on pre-abatement condition with District's OEHS or its representative. Seal all intakes and exhaust vents in the work area with tape and 6-mil polyethylene sheeting. Also seal any seams in system components that pass through the work area(s). Remove all HVAC system filters and place in labeled 6-mil polyethylene bags for staging and eventual disposal as asbestos-contaminated waste.
 - 4) The Contractor shall provide sanitary facilities for abatement personnel outside of the enclosed work area(s) and maintain them in a clean and sanitary condition throughout the project. The Contractor may negotiate with the District to use existing sanitary facilities on a case by case basis.

- 5) The District will provide water for construction purposes. Contractor shall connect to District water system.
- 6) Preclean all movable objects within the work area using a HEPA-filtered vacuum and/or wet cleaning methods as appropriate. After cleaning, these objects shall be removed from the work area and carefully stored in an uncontaminated location. Carpeting, drapes, clothing, upholstered furniture, other fabric items, and text books may be disposed of as asbestos-contaminated waste or cleaned as asbestos-contaminated items utilizing HEPA vacuum techniques and/or off-premises steam cleaning. Since adequate cleaning of severely contaminated fabrics and other porous items is difficult, the District will carefully consider whether these options are appropriate.
- 7) Preclean all fixed objects in the work area using HEPA filtered vacuums and/or wet cleaning techniques as appropriate. Careful attention must be paid to machinery behind grills or gratings where access may be difficult but contamination significant. Also pay particular attention to wall, floor and ceiling penetrations behind fixed items. After precleaning enclose fixed objects in 6-mil polyethylene sheeting and seal securely in place with tape. Objects (e.g., permanent fixtures, shelves, electronic equipment, laboratory tables, sprinklers, alarm systems, closed circuit TV equipment and computer cables), which must remain in the work area and that require special ventilation or enclosure requirements, should be designated along with specified means of protection. Contact the District for special protection requirements. Control panels, gauges, etc., in the work area may require District access during abatement. These shall be designated and Contractor shall construct enclosures with access airlock flaps and sealed using waterproof tape.
- 8) Preclean all surfaces in the work area using HEPA-filtered vacuums and/or wet cleaning methods. Do not use any methods that would raise dust such as dry sweeping or vacuuming with vacuum cleaner not equipped with HEPA filters. Do not disturb asbestos containing materials during the pre-cleaning phase.
- 9) Seal off windows, doorways, elevator openings, corridor entrances, drains, ducts, grills, grates, diffusers, skylights, and any other openings between the work area and uncontaminated areas outside of the work area(s) with two layers of 6-mil polyethylene sheeting and secured with duct tape.
- 10) Unless asbestos-containing floor tile is to be removed, the floor shall be covered with two layers of 6-mil polyethylene sheeting. Carpeting, hardwood flooring, and tile floors may be damaged by water leaks, ladder feet, scaffold wheels, etc. The District may require additional layers of protection such as plywood, canvas drop cloths, or extra polyethylene sheeting. Additional layers of sheeting may be utilized as drop cloths to aid in cleanup of bulk materials.
 - a) Method of attaching polyethylene sheeting shall be agreed upon in advance by the Contractor and the District and selected to minimize

damage to equipment, building surfaces, other building structures, accessories and fittings. Method(s) of attachment may include any combination of duct tape (or other waterproof tape), furring strips, spray glue, staples, nails, screws or other effective procedures capable of sealing adjacent sheets of polyethylene. The prescribed method of sealing must be capable of sealing polyethylene sheeting to dissimilar finished or unfinished surfaces, under both wet and dry conditions.

- b) Polyethylene shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce potential for water to penetrate to the flooring material. A distance of at least 6 feet between seams is sufficient. Do not locate any seams at wall/floor joints.
 - c) Floor sheeting shall extend at least 12 inches up the side of the work area(s) walls.
 - d) Sheeting shall be installed in a fashion so as to prevent slippage between successive layers of material.
- 11) Cover walls in the work area(s) with polyethylene sheeting. Walls that are non-porous and will not be damaged by water, surfactant, or encapsulation can be decontaminated using HEPA vacuums and wet cleaning techniques. Walls with mortar joints (e.g., tile) are considered porous. In addition, openings through these walls to uncontaminated areas of the building must be sealed as described in these Technical Provisions.
- a) Walls shall be covered with a minimum of two layers of 4-mil polyethylene sheeting.
 - b) Plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least six feet.
 - c) Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall/floor joint to provide an improved seal against water damage and negative pressure within work area.
 - d) Wall sheeting shall be secured adequately to prevent it from falling away from the walls. This will require additional support/attachment when negative pressure ventilation systems are utilized.

B) Decontamination Unit Setup:

- 1) Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area(s). One system at a single location for each contained work area is required. Enclosure systems shall be constructed out of metal, wood or plastic supports, as appropriate and approved by the District.

- 2) Plans for construction, including materials and layout, shall be submitted as shop drawings and approved, by the District, prior to work initiations. Worker decontamination enclosure systems constructed at the work site shall utilize 6-mil opaque black or white polyethylene sheeting. Detailed descriptions of portable, prefabricated units, if used, must be submitted for the District's written approval. Plans must include floor plan with dimensions, materials, size, thickness, plumbing and electrical utilities.
- 3) The worker decontamination enclosure system for friable Class I type work, which shall not utilize glove bags, shall consist of at least a clean room, a shower room, and an equipment room.
- 4) Entry to an exit from all airlocks flaps and decontamination enclosure system chambers shall be through curtained doorways consisting of two sheets of overlapping polyethylene sheeting. One sheet shall be secured at top and left side, the other sheet at the top and right side. Both sheets shall have weights attached to the bottom to ensure that they hang straight and maintain a seal over the doorway when not in use. Doorway designs, providing the equivalent protection and acceptable to the District may be utilized.
- 5) Access between any two rooms in the decontamination enclosure system shall be through airlock flaps with at least three feet separating each curtained doorway. Pathways into (from clean to contaminated) and out from (contaminated to clean) the work area shall be clearly designated.
- 6) Clean room shall be sized to adequately accommodate the work crew. Benches shall be provided as well as hooks for hanging up street clothes. Lockers may be provided for valuables; however, workers may be requested to secure valuables in their cars. Shelves for storing respirators shall also be provided in this area. Clean work clothes, clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided, in adequate supply, in the clean room. At least six complete changes per employee, per location, shall be provided in this area. Whenever possible, a lockable door shall be used to permit access into the clean room from outside the work area. Lighting, heat and electricity shall be provided as necessary for comfort. This space shall not be used for storage of tools, equipment or materials except as specifically designated, or as office space. This section design changes shall be discussed with the District and approved by the District prior to any changes become final.
- 7) Shower room shall contain one or more showers to adequately accommodate workers. Each showerhead shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage. The Contractor shall supply an adequate supply of soap, shampoo, and towels. Shower water shall be drained, collected and filtered through a system with at least 0.5-1.0 micron particle size collection capability. (Note: A filtration system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles).

- 8) The equipment room shall be used for storage of equipment and tools at the end of a shift. Replacement filters (in sealed containers until used) for HEPA vacuums and air filtration device, extra tools, containers of surfactant, encapsulant, and other materials and equipment required during the abatement may also be stored here, as needed. A walk-off pan (a small children's swimming pool or equivalent) filled with water shall be located in the work area just outside the equipment room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination enclosure system. A drum lined with a labeled 6-mil polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear (e.g., rubber boots, other reusable footwear) shall be stored in this area for reuse during the following work shifts.

C) Waste Container Pass-Out Airlock (required for large jobs and Emergency Exits):

- 1) The waste container pass-out airlock shall be constructed at some location away from the worker decontamination enclosure system. Wherever possible, this shall be located where there is direct access from the work area to the outside of the building.
- 2) This airlock system shall consist of an airlock, a container staging area and another airlock with access to outside the work area.
- 3) The waste container pass-out airlock shall be constructed in similar fashion to the worker decontamination enclosure system, using similar materials and airlock curtain doorway designs.
- 4) This airlock system shall not be used to enter or exit the worksite.

D) Emergency Exits:

- 1) Emergency exits shall be established and clearly marked with duct tape arrows or other effective designations to permit easy location from anywhere within the work area. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting, which can be cut to permit access if needed. These exits may be the worker decontamination enclosure, the waste pass-out airlock and/or alternative exits satisfactory to local Fire Department Officials.

25. Warning Signs as Required by CAL/OSHA:

- A) Contractor shall post caution signs meeting the specifications of Cal/OSHA Construction Safety Orders, Section 1529 at any location and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from the work area(s) to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of workplace enclosure barriers.

26. Maintenance of Workplace Barriers and Worker Decontamination Enclosure Systems:

- A) Following completion of the construction of all polyethylene barriers and decontamination system enclosures, allow overnight settling, with the air filtration devices on, to ensure that barriers will remain intact and secured to walls and fixtures before beginning actual abatement activities.
- B) All polyethylene barriers inside the workplace, in the worker decontamination enclosure system, in the waste container pass-out airlock, and at partitions constructed to isolate the work area from occupied areas shall be inspected at least twice daily, during abatement activities. The Contractor shall document inspections and observations in the daily project log.
- C) Damage and defects in the enclosure system are to be repaired immediately upon discovery.
- D) Use smoke tubes to test the effectiveness of the barrier system when directed by the District.
- E) At any time during the abatement activities after barriers have been erected, if visible material is observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs be made to barriers and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.
- F) If air samples collected outside of the work area during abatement activities indicate airborne fiber Concentrations greater than 0.01 f/cc or pre-measured background levels (whichever is lower), work shall immediately stop for inspection and repair of barriers. Cleanup of surfaces outside of the work area using HEPA vacuums or wet cleaning techniques may be necessary.
- G) Install and initiate operation of air filtration devices to provide one air change in the work area every 15 minutes. Openings made in the enclosure system to accommodate these units shall be made airtight with tape and/or caulking as needed. The Contractor shall install manometers to ensure a negative air pressure differential in the work area, relative to adjacent spaces, of -0.02 inches in the water column, at a minimum. If more than one unit is installed, they should be turned on one at a time, examination the integrity of wall barriers for secure attachment and any need for additional reinforcement. Insure that adequate power supply is available to satisfy the requirements of the ventilating units. Air filtration devices shall be exhausted to the outside of the building. Twelve-inch extension ducting shall be used to reach from the work area(s) to the outside. Careful installation, air monitoring and daily inspections shall be done to insure that the ducting does not release fibers into uncontaminated building areas. Additionally, one spare unit will be installed ready to operate at all times.
- H) Once constructed and reinforced as necessary, with air filtration devices in operation as required, test enclosure for leaking utilizing smoking tubes. Repair or reconstruct as needed.
- I) Clearly identify and maintain emergency and fire exits for the work area.

- J) Remove, clean and enclose in polyethylene the ceiling mounted objects such as lights and other items that may interfere with the abatement process and were not previously cleaned and sealed off. Utilize localized spraying of amended water and/or HEPA vacuum to reduce fiber dispersal during the removal of these fixtures.

27. Encapsulant:

- A) Encapsulation materials shall be either bridging or penetrating type and conform to the following characteristics:
 - 1) Encapsulant should not be solvent-based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbons.
 - 2) Encapsulant shall not be flammable.
 - 3) Encapsulation may significantly alter the acoustical characteristics of a material, the fire rating of a material, or the bond of the material to the substrate. These factors must be considered during the encapsulant selection process.
- B) Contractor shall specify encapsulating agent to be applied to surfaces from which asbestos-containing material has been stripped. Encapsulant must be paint grade when future painting maybe necessary.

28. Encapsulation Procedures:

- A) Surfaces to be encapsulated must be clean and free from any visible ACM.
- B) Encapsulant shall be sprayed using airless spray equipment. Nozzle pressure should be adjustable within the 400 to 1500-psi ranges.
- C) Additional support equipment as needed.
- D) The nature of the encapsulant may affect the requirements of respiratory protection. Vapors that may be given off during the encapsulant application must be taken into account when selecting respirator cartridges, if respirators other than supplied air are used.
- E) Penetrating Encapsulant:
 - 1) Apply penetrating encapsulant to provide twenty millimeters (20 mil) of minimum dry film thickness over sprayed asbestos surfaces.
 - 2) When using a penetrating encapsulant, use a different color for each coat. Use blue for final color.
- F) Apply penetrating encapsulant using airless spray equipment.
- G) Clean up shall be in accordance with these Technical Provisions.

- H) Encapsulated asbestos containing materials shall be designated appropriately in order to warn building maintenance personnel in the event that they are required to disturb the materials. District will specify format of labels, signs or color codes, frequency and location of indicators.
- I) Bridging encapsulant may be used for patch and repair work.

29. Enclosures:

- A) Enclosure materials shall perform and conform to the following characteristics:
 - 1) The enclosures shall be constructed of materials such that when the enclosure is completed, there is no potential for impact damage to the enclosed material and no potential for asbestos fiber release.

30. Enclosure Procedures:

- A) Clean and isolate the work area in accordance with these Technical Provisions.
- B) Spray areas that will be disturbed during the installation of hangers or other support/framing materials for the enclosure with water containing the specified surfactant. Keep these areas damp to reduce airborne fiber concentration.
- C) Remove loose or hanging asbestos-containing materials in accordance with the requirements of these Technical Provisions.
- D) Enclosure procedures shall conform to all statutes and regulations and include the following requirement:
 - 1) Hand tools equipped with HEPA filtered local exhaust ventilation to drill, cut into or otherwise disturb asbestos containing materials during the installation of support systems for the enclosure(s). Alternatively, these areas of material may be removed prior to installation of supports.
 - 2) Use materials that are impact resistant and that will provide an airtight barrier once construction is complete.
 - 3) Where applicable, lower utilities are necessary and reinstall in a manner which permits proper utilization and does not disturb the integrity of the enclosure.
 - 4) Enclosed asbestos containing materials shall be designated appropriately in order to warn building maintenance personnel in the event that they are required to disturb the enclosure. District will specify format of signs, label color code, frequency and location of labels.

31. Commencement of Work Shall Not Occur Until:

- A) Enclosure systems have been constructed and tested.
- B) Air filtration devices are operating adequately and provide the necessary negative pressure inside work area.
- C) All pre-abatement submissions, notifications, postings and permits have been provided and are satisfactory to the District per these Technical Provisions.
- D) All equipment for abatement, cleanup and disposal are on hand.
- E) All worker training and other worker certifications have been submitted and accepted.
- F) Contractor receives permission from the District to commence abatement.

32. Removal Procedures (General):

- A) Clean and isolate the work area in accordance with these Technical Provisions
- B) Wet all asbestos-containing material with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the materials is disturbed. Saturate the materials to the substrate, however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber from becoming airborne until it can be containerized for disposal. Maintain high humidity in the work area by misting or spraying to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos-containing materials, but shall nonetheless be used in all cases.
- C) Saturated asbestos-containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.
- D) Material removed from building structures or components shall not be dropped or thrown to the floor. Material should be removed as intact sections or components whenever possible and carefully lowered to the floor. If this cannot be done for materials greater than 50 feet above the floor, a dust-tight chute shall be constructed to transport the material to the containers at elevated levels (e.g., on scaffolds) and carefully lowered to the ground by mechanical means. For materials between 15 and 50 feet above the ground, they may be containerized at elevated levels or dropped onto inclined chutes or scaffolding for subsequent collection and containerization.
- E) Containers (6-mil polyethylene bags or drums) shall be sealed when full. Double bagging of waste material is required. Bags shall not be overfilled and cannot be over 35 pounds maximum. Bags should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in gooseneck fashion. Do not seal bags with wire or cord. Bags may be placed in drums for staging

and transportation to a landfill. Bags shall be decontaminated on exterior surfaces by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops, or placed in a lockable bin lined with 6-mil polyethylene sheeting.

- F) Large components removed intact may be wrapped in two layers of 6-mil polyethylene sheeting secured with tape for transport to a landfill. Proper asbestos warning labels must be attached to the bags and/or containers.
- G) Asbestos containing waste with sharp edges (e.g., nails, screws, metal lathe, tin sheeting, vinyl tiles) may tear polyethylene bags and sheeting. These materials must either be placed in sufficiently large asbestos disposal bags to prevent penetration, or shall be placed into drums for disposal.
- H) After completion of all stripping work, surfaces from which asbestos containing materials have been removed shall be wet brushed and sponged or cleaned by other equivalent method to remove all visible residues.
- I) Clean up shall proceed in accordance with these Technical Provisions.
- J) After the work area has been rendered free of visible residues and when approved by District, a thin coat of a satisfactory encapsulating agent shall be applied to all surfaces in the work area including structural members, building components and plastic sheeting walls, floors and covering non-removable items, to seal in non-visible residue.
 - a) High temperature components such as boilers and pipes may not permit the application of some encapsulant.
 - b) If insulation, acoustical materials or other surfacing materials, are to be reapplied to the abated area, be certain that the encapsulant selected will permit sufficient adhesion to the substrate. A small area should be tested before application.
- K) Special circumstances (e.g., live electrical equipment, high Amosite content of materials, materials previously coated with an encapsulant or paint) may prohibit the adequate use of wet methods to reduce fiber concentrations. For these situations, a dry removal may be required. The Contractor will have to acquire special permits SCAQMD approval for dry removal of the ACM.

33. Removal of Work Area Ceiling Components:

- A) After isolation of work area (as described in previous sections) and initiation of air filtration, remove ceiling tiles or panels within the work area carefully. If panels are to be reused, vacuum them with HEPA-filtered vacuum cleaner and carefully damp sponge and wrap cleaned tiles or panels in 4-mil polyethylene sheeting and seal with tape. Store as in a location, designated by the District, outside of the work area. If tiles or panels are to be discarded, it is not necessary to clean them, but wrap in a similar fashion and stage for disposal.

- B) Where suspended ceiling T-grid components must be removed to perform the abatement, HEPA vacuum and wet sponge each piece after removal from hangers. Wrap clean grid pieces in 4-mil polyethylene sheeting and seal with duct tape. Store as specified by the District or dispose of.
- C) When removal of ceiling grid suspension system is not necessary for accessibility to the asbestos containing materials, leave the system in place and clean properly following completion of abatement.
- D) Remove plaster/drywall ceilings including lathe, furring channel system, wire mesh, ties, clips, screws, nails, and other accessory items, as necessary. Dispose of as asbestos contaminated waste material. Plaster ceiling may actually contain asbestos. The plaster will be tested by the District's laboratory, if the Asbestos Management Plan does not indicate that the plaster has already been sampled and analyzed. As work progresses, spray ceiling materials and debris with amended water to keep wet until containerized for disposal.

34. Cleanup Procedure:

- A) Under no circumstances shall brooms or dry sweeping be allowed in the work area before air clearance results are achieved.
- B) Remove and containerize all visible accumulations of asbestos-containing material and asbestos-contaminated debris utilizing rubber dustpans and rubber squeegees to move material around.
- C) Do not use metal shovels to pick up or move accumulated waste. Special care shall be taken to minimize damage to floor sheeting.
- D) Wet clean all surfaces in the work area using rags, mops and sponges as appropriate. (Note: Some HEPA vacuums might not be wet-dry vacuums. To pick up excess water and gross wet debris, a wet-dry shop vacuum should be used. This will be contaminated and require cleaning prior to removal from the work area).
- E) Remove the cleaned out layer of plastic sheeting from walls and floors. Windows, doors, HVAC system vents and all other openings shall remain sealed. The n air filtration device shall remain in continuous operation. Decontamination enclosure systems shall remain in place and be utilized.
- F) After cleaning the work area, wait at least 24 hours to allow fibers to settle and HEPA vacuum and wet clean all objects and surfaces in the work area again.
- G) Remove all containerized waste from the work area(s) through waste container pass out airlock.
- H) The work area shall be cleaned until it is in compliance with Federal, State and Local requirements and any more stringent criteria agreed upon by the Contractor and

District prior to initiation of abatement activities. Additional cleaning cycles shall be provided, as necessary, at no cost to the District until these criteria are met.

- I) After the satisfactory completion of visual inspection and clearance air monitoring remaining barriers may be removed and properly disposed of. A final visual inspection by the District shall ensure that no contamination remains in the work area. Unsatisfactory conditions may require additional cleaning and air monitoring.

35. Workplace Entry and Exit Procedures:

- A) All workers and authorized personnel shall enter the work area through the worker decontamination enclosure system.
- B) All personnel who enter the work area must sign the entry log, located in the clean room, upon entry and exit.
- C) All personnel, before entering the work area, shall read and be familiar with all posted regulations, personal protection requirements (including workplace entry and exit procedures) and emergency procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.
- D) All personnel shall proceed first to the clean room, remove all street clothes and don appropriate respiratory protection, as deemed adequate for the exposures for the job and launder able and/or disposable coveralls, head covering and foot covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean respirator and protective clothing shall be provided and utilized by each person for each separate entry into the work area.
- E) Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower room and equipment room to the main work area.
- F) Before leaving the work area, all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures. A small HEPA vacuum with brush attachments may be utilized for this purpose however; larger machines may tear the suits. Each person shall clean bottoms of protective footwear in the walk-off pan just prior to entering the equipment room.
- G) Personnel shall proceed to equipment room where they remove all protective equipment except respirators. Deposit disposable into appropriately labeled containers for disposal.
- H) Reusable, contaminated footwear shall be stored in the equipment room when not in use in the work area. Upon completion of abatement, it shall be disposed of as asbestos-contaminated waste. Rubber boots can be decontaminated at the completion of the abatement for reuse.
- I) While wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirator, then shower and shampoo to remove residual asbestos

contamination. Various types of respirators will require slight modification of these procedures. A supplied airline respirator with HEPA filtered disconnect protection may be disconnected in the equipment room and worn into the shower. A powered air-purifying respirator face piece will have to be disconnected from the filter/power pack assembly, which is not waterproof, upon entering the shower. A dual cartridge respirator may be worn into the shower. Cartridges must be replaced for each new entry into the work area.

- J) After showering and drying off, proceed to the clean room and don clean disposable and/or launder able clothing if there will be immediate reentry into the work area or street clothes if leaving the work area.
- K) These procedures shall be posted in the clean room and equipment room.

36. Waste Container Pass-Out Procedures:

- A) Asbestos contaminated waste that has been containerized shall be transported out of the work area through the waste container pass-out airlock or through the worker decontamination enclosure if a separate airlock has not been constructed.
- B) Waste pass-out procedures shall utilize two teams of workers, an "inside" team and an "outside" team.
- C) The inside team wearing appropriate protective clothing and respirators shall clean the outside, including bottoms, of properly labeled containers (bags, drums, or wrapped components) using HEPA vacuums and wet wiping techniques and transport them into the waste container pass-out airlock. No worker from the inside team shall further exit the work area.
- D) The outside team, wearing different color protective clothing and appropriately assigned respirators, shall enter the airlock from outside the work area, enclose the containers in clean, labeled, 6-mil polyethylene bags and remove them from the airlock to the outside. No worker from the outside team shall further enter the work area.
- E) The exit from this airlock shall be secured to prevent unauthorized entry and/or exit.

37. Disposal Procedures for Transportation of ACM to an Asbestos Approved Landfill:

- A) Disposal bags shall be 6-mil polyethylene, preprinted with labels as required by EPA regulation 40 CFR 61.152 (b) (i) (iv) or applicable State and Local requirements. In the case of non-friable asbestos containing materials the Contractor shall affix their own label to 6-mil unlabeled bags and or waste wraps. Said labels shall meet all EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS), SCAQMD Rule 1403, and California Department of Transportation (DOT) and/or California Highway Patrol (CHP) requirements. The reason for this is that all pre-labeled bags identify asbestos, as hazardous. Non-friable asbestos will be disposed of as non-hazardous material, but said material must be identified as asbestos, regardless of whether it is friable or not. Additionally, chemical mastic removers shall be disposed of as hazardous waste.

- B) All Asbestos-Containing Waste Materials (ACWM) shall be double bagged with the required disposal bags.
- C) As the work progresses, to prevent exceeding available storage capacity on site sealed and labeled containers of asbestos containing waste shall be removed and transported to the prearranged temporary storage location.
- D) Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAPS and the DOT, the EPA, as well as, applicable State and Local guidelines and regulations, including the California State Department of Health Services, California Department of Toxic Substances Control (DTSC). The District will arrange for the hauling of the ACWM to an approved asbestos landfill.
- E) All hazardous and non-hazardous waste manifests shall be delivered to the District for its records. A recommended recordkeeping format utilizes a chain of custody form which includes the names and addresses of the Generator (Long Beach Unified School District), Contractor, pickup site, and disposal site, the estimated quantity of the asbestos waste, type of generator, as the responsibility for handling the material changes hands. If a separate hauler is employed, his name, address, telephone number and signature should also appear on the form. Copies of all signed manifests shall be included in the final closeout package.

38. Handling for Transportation of ACM to the Asbestos Approved Landfill:

- A) Once drums, bags, and wrapped components have been removed from the work area, they shall be loaded into an enclosed truck or enclosed dumpsters to be carried by truck for transportation. All transport will follow DOT, CHP, DTSC, and other regulations as required.
- B) When moving containers, utilize hand trucks, carts and proper lifting techniques to avoid back injuries or damaging containers. Trucks with lift gates are helpful for raising drums during truck loading.
- C) The enclosed cargo area of the truck or dumpster to be loaded on truck shall be free of debris and lined with 6-mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the side-walls. Wall sheeting shall be overlapped and taped into placed on top.
- D) Drums shall be placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Large structural components shall be secured to prevent shifting and bags placed on top. Do not throw containers into truck cargo areas, this includes dumpsters.
- E) Personnel loading asbestos containing waste shall be protected by disposable clothing including head, body and foot protection and at a minimum, half-face, air purifying, dual cartridge, respirators equipped with HEPA filters.

- F) Any debris or residue observed on containers or surfaces outside of the work area resulting from cleanup or disposal activities shall be immediately cleaned up using HEPA-filtered vacuum equipment and/or wet methods as appropriate.
- G) When metal dumpsters are used for asbestos waste disposal they should have doors and/or tops that can be closed and locked to prevent vandalism or other disturbance of the asbestos debris and wind dispersion of asbestos fibers.

39. Monitoring (CAL/OSHA, AREA, and Work Area Inspections):

- A) District reserves the right to perform air and performance monitoring at any time.
- B) Contractor shall provide air monitoring in accord with Cal/OSHA Construction Safety Orders 1529. Results shall be made available to the District in a timely manner.
- C) The District may take air samples during each separate operation, 8 hours after work completion. Work shall not be considered complete until all air sampling has been completed and satisfactory levels have been obtained.
- D) The District shall be authorized to issue a STOP WORK order whenever Contractor's work or protective measures are deemed to be unsafe, unhealthful, or not in accord with published regulations or contractual restrictions.

40. Clearance Air Monitoring:

- A) Following the completion of cleanup operations, the Contractor shall notify the District that the work area(s) is/are ready for clearance air monitoring.
- B) The District shall then arrange for an Air Monitoring Professional to sample the air in the work area for airborne fiber concentrations.
- C) The use of Transmission Electron Microscopy (TEM) may be required for clearance air monitoring to meet the regulatory air clearance criteria.
- D) Clearance air sampling will be based on the requirements established under The Asbestos Hazard Emergency Response Act (AHERA).
- E) Work areas that do not meet AHERA air clearance requirements shall be re-cleaned by the Contractor at its own expense prior to re-sampling.

41. Re-establishment of the Work Area and Systems:

- A) Re-establishment of the work area shall only occur following the completion of cleanup procedures and after clearance air monitoring has been performed and documented to the satisfaction of the District.
- B) All non-critical polyethylene barriers shall be removed from walls and floors at this time, maintaining decontamination enclosure systems and critical barriers as required.

- C) The Contractor and District shall visually inspect the work area for any remaining visible residue. Evidence of visible contamination will necessitate additional cleaning requirements in accordance with these Technical Provisions.
- D) Additional air monitoring shall be performed in accordance with these Technical Provisions, if additional cleanup is necessary.
- E) Following satisfactory clearance of the work area, remaining polyethylene barriers may be removed and disposed of as asbestos contaminated waste.
- F) At the discretion of the Contractor, mandatory requirements for personal protective equipment may be waived following the removal of all barriers.
- G) Secure mounted objects removed from their former positions during area preparation activities.
- H) Relocate objects that were removed to temporary locations back to their original positions.
- I) Reestablish HVAC, mechanical, and electrical systems to proper working order. Install new filters in HVAC systems.
- J) Repair all areas of damage that occurred as a result of abatement activities, if necessary.

42. Personnel Protection Requirements:

- A. Training
 - 1) Prior to commencement of abatement activities all personnel who will be involved with the project must have received adequate training in accordance with these Technical Provisions.
 - 2) Special on-site training on equipment and procedures unique to this job site shall be performed as required.
 - 3) Training in emergency response and evacuation procedures shall be provided.

43. Respiratory Protection:

- A) All respiratory protection shall be provided to workers in accordance with the submitted written respiratory protection program, which includes all items as required by Cal/OSHA. This program shall be posted in the clean room of the worker decontamination enclosure system.
- B) Workers shall be provided with personally issued, individually identified respirators.
- C) Respirators shall be selected that meet the following level of protection requirements: Single use dust respirators shall not be used. The EPA recommends that Type "C" air-supplied respirators in positive pressure or pressure demand mode with full face pieces and HEPA filtered disconnect protection be provided to all full shift asbestos abatement

workers. Powered air purifying respirators equipped with HEPA filtration and full face pieces may be utilized for inspection or repair work of less than 1-hour duration.

- D) Implementation suggestions: The use of engineering controls helps to reduce airborne fiber levels in the work area. These engineering controls include the use of air filtration devices; the use of HEPA vacuums; the wetting of ACM prior to abatement; the misting of the work area; the removal of ACM in small sections; the use of glove bags; the proper cleanup and containerization of ACM. A properly designed air monitoring program, implemented by a qualified air sampling professional and augmented by an analytical laboratory, may support the use of respiratory protective devices that provide a lower protection factor than air supplied respirators. Safety problems associated with the use of an airline system, time, and financial constraints may be reduced through the use of alternative types of respiratory protection. It is imperative, however, that adequate air monitoring of fiber levels in the workers' breathing zone and a well-designed respiratory protection program be implemented. Key points of the respirator program include proper selection of respirator type and size, training of personnel in the proper inspection, donning, use, cleaning and maintenance procedures for the respirator selected, including their use limitations and a good fit along with an appropriate testing program to provide proper protection.
- E) Single use disposable respirators are not permitted for use during any asbestos abatement activities.
- F) Dual cartridge respirators shall be equipped with exhalation and inhalation valves to permit the performance of positive and negative pressure fit checks.

44. Fit Testing:

- A) Workers must perform positive and negative air pressure fit tests each time a respirator is put on. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
- B) Workers shall be given a qualitative fit test in accordance with procedures detailed in the Cal/OSHA requirements for all respirators to be used on asbestos abatement project(s).
- C) Documentation of adequate respirator fit testing must be provided to the District.
- D) No one wearing a beard shall be permitted to don a respirator.
- E) Additional respirators (minimum of two of each type) and training on their donning and use must be available at the work site for authorized visitors who may be required to enter the work site.

45. Protective Clothing:

- A) Disposable clothing including head, foot and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.

- B) Hard hats, protective eyewear, gloves, rubber boots and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes are required for some activities.

46. Training:

- A) The Contractor shall provide training to all employees or agents who may be required to perform asbestos related work. The Contractor shall also provide proper training to all supervisory personnel who may be involved in planning, execution, or inspection of abatement projects, as specified by CAL/OSHA Title 8 Section 1529.
- B) Training shall provide, at a minimum, information on the following topics:
 - 1) The health hazards of asbestos, including the nature of asbestos related diseases, routes of exposure, known dose-response relationships, the synergistic relationship between asbestos exposure and cigarette smoking, latency periods for disease and health basis for standards.
 - 2) The physical characteristics of asbestos, including fiber size, aerodynamic properties, physical appearance and uses.
 - 3) Employee personal protective equipment including the types and characteristics of respirator classes; the characteristic limitations of the different classes of respirators; the proper selection, inspection, donning, use, maintenance, and storage of respirators. Field testing the face piece-to-face seal (positive and negative pressure fitting tests), qualitative and quantitative fit testing procedures. The variations between laboratory and field fit factors, and factors that affect respirator fit (e.g., facial hair); the proper selection and use of disposable clothing, nonskid shoes, gloves, eye protection and hard hats.
 - 4) Medical monitoring requirements for workers, including required and recommended tests, reasons for medical monitoring and employee access to records.
 - 5) Air monitoring procedures and requirements for workers, including description of equipment and procedures, reasons for monitoring, types of samples, and current standards with recommended changes.
 - 6) Work practices for asbestos abatement including purpose, proper construction and maintenance of airtight plastic barriers, job setup of airlocks, worker decontamination systems and waste transfer airlocks, posting of warning signs, engineering controls, electrical and ventilation system lockout, proper working techniques, waste clean up, and storage and disposal procedures.
 - 7) Personal hygiene, including entry and exit procedures for the work area, use of showers and prohibition of eating, drinking, smoking, and chewing in the work area.

- 8) Special safety hazards that may be encountered, including electrical hazards, air contaminants (i.e. carbon monoxide), wetting agents, encapsulant, materials from District's operation), fire and exposing hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress and noise.
 - 9) Workshops affording both supervisory personnel and abatement workers the opportunity to see (and experience) the construction of containment barriers and decontamination facilities.
 - 10) Supervisory personnel shall, in addition, receive training and contract specifications; liability insurance and bonding, legal considerations related to abatement, establishing respiratory protection medical surveillance programs, EPA, OSHA, and State record keeping requirements, and other topics as requested by the District.
- C. Individuals, who are qualified by virtue of experience and education, to discuss the topic areas in these Technical Provisions, must provide training.
- 1) Training is to have occurred within 12 months prior to the initiation of abatement activities. Refresher training shall be provided on an annual basis.
 - 2) Contractor must document training by providing dates of training, name of employee receiving training, course outline, and names and qualifications of trainers.

47. Medical Monitoring:

- A) The Contractor must provide medical monitoring to any employee or agent that may be exposed to asbestos in excess of background levels during any phase of the abatement project. The purposes of a medical monitoring program, in addition to meeting the requirements of the law, are to document the State of health of workers for Workmen's Compensation and to determine work relatedness of disease as well as to ensure fitness for duty, particularly ability to wear a respirator. Smokers should be made aware of the synergistic effects of cigarette smoking and asbestos exposure. The medical monitoring program provides the appropriate setting to share this information. Employers should also be aware of the potential cost of this additional risk. Medical monitoring shall include at a minimum the requirements of Cal/OSHA 8 CCR 1529 (m).
- 1) A work/medical history to elicit symptomatology of respiratory disease.
 - 2) A chest x-ray (posterior-anterior, 14 x 13 inches) taken by a certified radiology technician and evaluated by a certified B-reader. (Every three years for workers under 40 years of age and annually for workers over 40).
 - 3) A pulmonary function test; including forced vital capacity (FVC) and forced expiratory volume at one second (FEV-1); and FEV-2/FVC ratio (administered by a NIOSH or ATS Certified Pulmonary Technician and interpreted and compared to standardized results by a Board Certified Pulmonary Specialist).

- 4) Employee shall be given the opportunity to be evaluated by a physician to determine their capability to work safely while breathing through the added resistance of a respirator. (Examining physicians shall be aware of the nature of respiratory protective devices and their contributions to breathing resistance.
- 5) The Physician shall also be informed of the specific types of respirators the employees shall be required to wear and the work they will be required to perform, as well as special workplace conditions such as high temperatures, high humidity, and chemical contaminants to which they may be exposed. Evaluation of groups of workers should take into consideration epidemiological principles as suggested by the American Thoracic Society in their statement of the work relatedness of disease adopted in 1982). *

*Represent those items which are not required by Cal/OSHA 8 CCR 1529(m) but which are highly recommended as part of an effective medical monitoring program.

END OF TECHNICAL PROVISIONS - ASBESTOS



TECHNICAL PROVISIONS - LEAD

TECHNICAL PROVISIONS - LEAD

1. The District has performed a comprehensive exterior paint inspection for the school properties included in various exterior paint projects. While certain exterior building components are coated with Lead-Based Paint (LBP), the inspection report found the majority of the paints to be Lead-Containing Paint (LCP). In addition to the leaded paints, asbestos-containing material and window glass putty (ACM) may be encountered at various school sites. The intent of this project is to accomplish the following tasks in order to prepare the school property exterior building components to receive new coats of paint:
 - a. All existing loose, flaking, damaged or otherwise deteriorated exterior paints must be adequately scraped to a tight edge and feather sanded;
 - b. Prepare the substrate for the scraped components, by cleaning, to remove residual visible dust and debris;
 - c. LBUSD Paint Inspector will examine the scraped and cleaned affected areas to ensure the adequacy of removal.
 - d. Apply LBC[®] Lead Barrier Compound (Type III - Interior/Exterior) or equal lead paint primer sealer to build a barrier between the leaded paint and the new paint overly.
 - e. The paint chalking conditions, as may be present must be addressed by completely removing the chalking film. The chalking film shall be removed by applying an industrial-grade detergent and then wipe down with clean water. The cleaned surfaces will not require lead paint primer.
2. The new paint preparatory work, described above is referred to as the existing paint film stabilization process.
3. Lead-Related Construction Work includes any construction, alteration, painting and repair of any painted school building component. Lead-Related Construction Work includes preparation and cleanup that, by using or disturbing lead-containing material or soil may result in significant exposure of adults or children to lead.
 - a. Friction and Impact Points, defined below are considered as Lead-Related Construction Work. Friction and impact points Friction and Impact Points must be adequately addressed.
 - b. Repaired Friction and Impact Points do not require the application of lead paint primer.
4. Federal law requires contractors that disturb painted surfaces in schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Furthermore, Federal law requires that painters receive certain information before renovating more than six (6) square feet of interior painted surfaces or more than 20 square feet of exterior painted surfaces for school projects built before 1978. The requirements for Renovation, Repair and Painting (RRP) certifications are further described in Code of Federal Regulations (40 CFR, Part 745; Section 745.90).
5. State of California laws requires any person performing Lead-Related Construction Work in a public building shall have a certificate. The law presumes the workers will be exposed to airborne

lead at or above the 8-hour Lead Permissible Exposure Limit (PEL). Supervisor certification is required for those who supervise lead-related construction Work and enforce the work practices that ensure worker safety. Worker certification is required for those who perform Lead-Related Construction Work under the supervision of a Certified Supervisor (California Department of Public Health, Childhood Lead Poisoning Prevention Branch - Lead Related Construction Unit).

6. State of California laws state that no person shall perform Lead-Related Construction Work on any public building in a manner that creates a lead hazard. The local enforcement agency may enter, inspect, and photograph any premises where Lead-Related Construction Work is being performed, enter the place of business of any person who performs Lead-Related Construction Work, and inspect and copy any business record of any person who performs Lead-Related Construction Work to determine compliance with the law.
7. Whenever the local enforcement agency determines that a condition at a location or premises, or the activity of any person at the location or premises, is creating or has created a lead hazard at the location or premises, the local enforcement agency may order the owner of the location or premises to abate or otherwise correct, at the option of the owner, the lead hazard, and may order the person whose activity is creating or has created the lead hazard, to cease and desist and shall give that owner or person a reasonable opportunity to correct. Any violation of state law is punishable by a fine not to exceed \$1,000. Any penalties shall be in addition to any other penalty or remedy provided by law.
8. As the leaded paints are existent on the school properties, only certified lead workers shall be permitted to perform work that may disturb building materials that contain lead.
9. California Code of Regulations, Title 8, Section 1529 – Asbestos; requires exposure assessment and monitoring of the workers who perform repair (meaning overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates and includes encapsulation or other repair of ACM or presumed ACM attached to structures or substrates).

All removal and disturbance of asbestos-containing materials shall be performed by an asbestos abatement contractor, using 32-hour asbestos certified workers (Asbestos Worker trained as outlined in 40 CFR 763). Abatement contractor's workforce shall be supervised by experienced persons trained, knowledgeable and qualified in the techniques of asbestos abatement, handling and disposal of asbestos-containing and/or asbestos-contaminated materials, and the subsequent cleaning of contaminated areas, including, at a minimum, Competent Person/Contractor Supervisor training as outlined in 40 CFR 763
10. The Contractor will be required to meet LBUSD specific project requirements, described herein in addition to compliance with all applicable rules and regulations, not limited to those listed below.
11. LBUSD requires leaded paint film stabilization and Lead-Related Construction Work to be performed by California Department of Public Health (CDPH)-Certified workers that are overseen by CDPH-Certified Supervisors.
12. LBUSD requires that CDPH-Certified Supervisors and CDPH-Certified Workers to be employed by the State of California Licensed Contractor with HAZ-Hazardous Substance Removal

Certification (California Business & Professions Code – Division 3, Chapter 9; Contractors, Article 4 – Classifications).

13. LBUSD requires that the Contractor to have in force certain regulatory agency programs and plans that provides their workers and the work place safeguards against exposure to lead dust generated during Exterior Paint Projects.

A. Section Includes:

1. **Leaded Paint Film Stabilization and Lead-Related Construction Work collectively are referred to Lead-Related Construction Work throughout these specifications.**
2. Transportation and disposal of Lead-Containing Waste Materials, generated by the Lead-Related Construction Work.

B. Related Requirements:

1. Code of Federal Regulations (CFR)
 - a. 29 CFR 19010.134 Respiratory Protection.
 - b. 29 CFR 1910.145 Accident Prevention Signs and Tags.
 - c. 29 CFR 1926.62 Lead Exposure in Construction.
 - d. 40 CFR 260 Hazardous Waste Management System – General.
 - e. 40 CFR 261 Identification and Listing of Hazardous Waste.
 - f. 40 CFR 262 Applicable to Generator of hazardous Waste.
 - g. 40 CFR 263 Transporter of Hazardous Waste.
 - h. 40 CFR 264 Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities.
 - i. 40 CFR 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities.
 - j. 40 CFR 268 Land Disposal Restrictions.
 - k. 40 CFR 745 Lead Renovations, Repair, Painting Rule.
 - l. 49 CFR 172 & 173 United States Department of Transportation.
2. California Code of Regulations (CCR)
 - a. Title 8, 1532.2 Construction Safety Orders - Lead.
 - b. Title 8, 5216 General Industry Safety Orders - Lead.
 - c. Title 8, Section 1529 Construction Safety Orders Article 4. Dusts, Fumes, Mists, Vapors, and Gases - Asbestos.
 - d. Title 8, 5194 Hazard Communications.
 - e. Title 13 California Highway Patrol Regulations.

- f. Title 22 Hazardous Waste Handling.
 - g. 49 CFR178 & 179 United States Department of Transportation.
3. Other Applicable Standards
- a. HUD - Title X, Residential Lead-Based Paint Hazard Reduction Act of 1992.
 - b. Los Angeles County Public Health Code (Chapter 11).
 - c. Underwriters Laboratory Inc. (UL) Publication
 - 1) UL 586 1990 High Efficiency Particulate Air (HEPA) Filter Units.
 - d. American National Standards Institute (ANSI) Publications.
 - 1) ANSI Z9.2 1979 Fundamental Governing the Design and Operation of Local Exhaust Systems.
 - 2) ANSI Z88.2 1980 Practice for Respiratory Protection.
 - 3) ANSI Z86.1 1973 Commodity Specifications for Air.
4. Any other federal, state, county, and Owner regulations, codes, and ordinances that is applicable.

DEFINITIONS AND ACRONYMS

- A. AAS - Atomic Absorption Spectrophotometry used for lead paint chip and dust wipe sample analysis.
- B. Abatement - Any set of measures designed to reduce or eliminate lead hazards or Lead-Based Paint for public and residential buildings, but does not include containment or cleaning.
- C. Action Level - Means the Action Level as defined in Title 8, California Code of Regulations in Section 1532.1.
- D. ANSI - American National Standards Institute.
- E. ASTM - American Society for Testing and Materials.
- F. CDPH - California Department of Public Health.
- G. CDPH-Approved Course - Means any lead-related construction course that satisfies the requirements specified in CCR Title 17, Sections 35056, 35061, 35066, or 35067 as determined by CDPH pursuant to Sections 35076 and 35078.
- H. Certificate - Means the document issued by CDPH to an individual meeting the certification requirements as described in CCR Title 17, Sections 35083, 35085, 35087, 35089, or 35091.

- I. Clean Room - An uncontaminated area or room which is a part of the worker Decontamination Enclosure System with provisions for storage of worker's street clothes and clean protective equipment.
- J. Clearance Inspection - Means visual examination and, as applicable, collection of environmental samples upon completion of the Work of this section.
- K. Component - Means a structural element or fixture, including but not limited to, walls, floors, ceilings, doors, window molding, trim, trestles, tanks, stairs, railings, cabinets, gutters or downspouts.
- L. Contractor - Is an entity that is engaged in the stabilization leaded paint and or participates in the Lead-Related Construction Work.
- M. Curtained doorway - A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms.
- N. Decontamination - The process of eliminating lead contamination from building surfaces, and property by cloths, mops, or other utensils dampened with water and disposed of as lead-contaminated waste.
- O. Decontamination Enclosure System - A minimum a two-stage decontamination unit consisting of a compartment for decontamination, and a Clean Room. Unless otherwise specified, it shall be adjacent to the Work Area.
- P. Demolition - The wrecking or taking out of any load supporting structural member of a facility together with any related handling operations.
- Q. Deteriorated LBP - Means LBP or a surface coating that is cracking, chalking, flaking, chipping, peeling, non-intact, failed, or otherwise separating from the substrate to which it is applied to.
- R. DOSH - California Division of Occupational Safety & Health.
- S. DOT - Department of Transportation.
- T. DTSC - California Department of Toxic Substances Control.
- U. Encapsulating Material - Are coatings or rigid materials adhesively applied to surfaces where LBP is present in the encapsulation process that prevents lead from the LBP leaching into the new paint.
- V. Encapsulation - The application of an Encapsulating Material to LPB to provide a barrier between the LBP and the new paint overlay.
- W. Friction Points - Surfaces covered with leaded paint, subject to abrasion which might generate lead dust. The most critical friction surfaces are generally those portions of a window or door that are rubbed when the window or door is opened and closed.

- X. Impact surfaces are generally protruding surfaces that tend to be bumped or pounded. These impacts can cause small chips of paint to become dislodged and fall to the floor, thus covering the floor with small amounts of loose lead contaminated dust and chips. The most common impact surfaces are doors and doorjamb, doorstops and windows. Friction and impact points are considered as Lead-Related Construction Work.
- Y. Renovation, Repair and Painting (RRP) – Means a lead-related construction course that satisfies the requirements of 40 CFR, Part 745; Section 745.90.
- Z. Firm - Means a company, partnership, corporation, sole proprietorship or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization and satisfies the requirements specified in 40 CFR, Part 745 in Section 745.89.
- AA. Hazardous Waste - Means any waste stream determined by LBUSD-approved laboratory to exceed the regulatory thresholds for lead hazardous waste.
- BB. HEPA Filter - Means a filtering system capable of trapping and retaining at least 99.97 percent of mono-dispersed particles 0.3 micrometers in diameter or larger.
- CC. HEPA Vacuum - A vacuum system furnished with HEPA filtration.
- DD. HUD - United States Department of Housing and Urban Development.
- EE. HVAC - Heating, Ventilation, and Air Conditioning system.
- FF. ICP-AES - Means Inductively Coupled Plasma-Atomic Emission Spectroscopy used for heavy metal analysis, including lead.
- GG. Inspection Firm - Refers to the firm designated by LBUSD.
- HH. Lead-Based Paint (LBP) - Means paint or other surface coatings that contain an amount of lead equal to or greater than 1.0 milligrams over one (1) square centimeter (1.0 mg/cm²), or equal to or greater than 0.5 percent by weight (0.5%) or equal or greater than 5,000 parts per million (5,000 ppm).
- II. Lead-Containing Paint (LCP) - Means paint or other surface coatings that contain lead in an amount equal to or less than 1.0 mg/cm², or less than 0.5% by weight or less than 5,000 ppm. Lead concentration shall be determined by a method that has an accuracy of not less than plus or minus 25 percent at 0.06 percent lead dry weight, to a confidence level of 95 percent.
- JJ. Lead-Contaminated Dust - Means dust that contains an amount of lead equal to, or greater than 40 micrograms per square foot (40 µg/ft²) for interior floor surfaces; 250 µg/ft² for interior horizontal window surfaces; and 400 µg/ft² for exterior floor and exterior horizontal window surfaces.
- KK. Lead-Contaminated Soil - Means bare soil that contains an amount of lead equal to, or greater than 400ppm.

- LL. Lead Hazard - Means deteriorated LBP, Lead-Contaminated Dust, Lead-Contaminated Soil, the disturbance of LBP and LCP or Presumed LBP without containment, or any other operation that may result in persistent and quantifiable lead exposure.
- MM. Lead Inspection - Means a surface by surface inspection to determine the presence of Lead-Based Paint as described in Chapter 7: Lead-Based Paint Inspection, " Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing," U.S. Department of Housing and Urban Development, 2012 Revision.
- NN. Lead-Related Construction Work - Means any construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of school building, including preparation and cleanup that, by using or disturbing lead-containing material or soil, may result in significant exposure of adults or children to lead.
- OO. Lead Safe Schools Program – Means the training program for lead safe working practices as developed by the Labor Occupational Health Program at University of California at Berkley.
- PP. LBUSD - Long Beach Unified School District.
- QQ. Member - A Component part of a structure complete in itself.
- RR. Movable Object - A piece of portable equipment or furniture in the Work Area, which can be removed from the Work Area.
- SS. NESHAP - The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 50.12).
- TT. NIOSH - The National Institute for Occupational Safety and Health.
- UU. Painting Contract - For the purpose of this section, a painting contract is a contract with LBUSD to perform painting on existing facilities where LBP, LCP, Presumed LBP will be disturbed.
- VV. Permissible Exposure Limit (PEL) - as defined in Title 8, California Code of Regulations, Section 1532.1.
- WW. Plasticize - To cover floors, walls, and equipment with plastic sheeting as specified herein.
- XX. Portable Mechanical Ventilation System - A portable exhaust system furnished with HEPA filtration and capable of providing a constant air flow into regulated Work Area from adjacent areas and exhausted outside the regulated area.
- YY. Presumed LBP - Means paint or surface coating affixed to a component in or on a structure, excluding paint or surface coating affixed to a component in or on a residential dwelling constructed on or before January 1, 1979, or a school constructed on or before January 1, 1993.

- ZZ. Removal - means operations where LBP is removed or stripped from structures or substrates including demolition.
- AAA. Renovation - Means the modifying of any existing structure, facility or portion thereof.
- BBB. Replacement – Means removal of an entire building component coated with LBP and replacing it with a lead free component.
- CCC. SCAQMD - South Coast Air Quality Management District.
- DDD. STLC - Means Soluble Threshold Limit Concentration, used in the State of California in conjunction with Total Threshold Limit Concentration (TTLC) to determine lead hazardous waste limits. If the STLC result is equal to or exceeds five (5) milligram per liter (mg/l) the waste is deemed to be hazardous.
- EEE. Surfactant - Surfactant - A chemical wetting agent added to water.
- FFF. TCLP - Toxicity Characteristic Leaching Procedure, used to determine the federal Resources Conservation Recovery Act (RCRA) lead hazardous waste limits. If the results are equal or exceed five (5) mg/l the waste is deemed to be hazardous.
- GGG. TTLC - Means Total Threshold Limit Concentration, used in the State of California in conjunction with STLC to determine lead hazardous waste limits. If the results are equal to or exceeds 1,000 mg/kg, the waste is deemed to be hazardous.
- HHH. Visible Emissions - Any emissions from a known or suspected lead-containing material that is visually discernible.
- III. Wet Cleaning - The process of eliminating lead contamination from building surfaces and/or objects by cloths, mops, or other utensils dampened with amended water and afterwards being disposed of as hazardous waste.
- JJJ. Work Area - Means an area where known or presumed leaded paint or ACM is disturbed or where abatement is conducted.
- KKK. X-Ray Fluorescence (XRF) Analyzer - Means a direct reading instrument that determines the lead content of the surface coatings in mg/cm² using the principle of x-ray fluorescence.

POLICIES AND PROCEDURES

- A. LBUSD has a zero-tolerance policy for uncontrolled lead dust releases during Lead-Related Construction Work. A lead dust release requiring an emergency response is any disturbance resulting in the uncontrolled release of lead-containing materials. Upon observation of any visual emissions, immediately stop the work, vacate the Work Area, and provide written notification to LBUSD and plan of action for the cleanup of contaminated area.

- B. Inspection Firm shall provide oversight for projects that have the potential to disturb leaded paints. The Contractor shall provide a written notification to LBUSD and the Inspection Firm, prior to the commencement of such Work.

1.4 COORDINATION

- A. Coordinate the work of this section directly with LBUSD and Inspection Firm.

SITE SECURITY

- A. Access to the Work Area is restricted to authorized, trained, and protected personnel. List of authorized personnel shall be established and posted at the entrance of the Work Area prior to commencement of the Lead-Related Construction Work.
- B. Report to Inspection Firm any unauthorized entry into the Work Area. Following notification, a written report of the incident shall be provided to Inspection Firm.
- C. A logbook shall be maintained at the entrance of the Work Area. Persons entering the Work Area shall record name, company affiliation, time in, and time out for each entry and exit.
- D. Access to the Work Area shall be through the Decontamination Enclosure System only. Other means of access shall be blocked or locked so as to prevent entry to or exit from the Work Area.

EMERGENCY PLANNING

- A. Emergency planning and procedures shall be developed, submitted, reviewed, and agreed to by the Inspection Firm prior to the commencement of Lead-Related Construction Work.
- B. Emergency procedures shall be provided in the written languages understood by employees working on the project and shall be prominently posted at the entrance of the Decontamination Enclosure System. Prior to entering the Work Area, parties must read and sign these procedures to acknowledge receipt and understanding of the Work Area layout, location of emergency exits, and emergency procedures.
- C. Emergency planning shall consider the effects of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, and heat related injury. Develop and provide written procedures and training to employees.
- D. Employees shall be trained in evacuation procedures in the event of workplace emergencies.
- E. In the event of non-life threatening situations requiring medical treatment, injured or otherwise incapacitated employees shall decontaminate following normal procedures and with assistance from fellow workers if necessary, before exiting the Work Area.
- F. In the event of life threatening injury or illness requiring immediate medical treatment, worker decontamination shall be given minimum priority. Provide measures to stabilize

the injured worker remove them from the Work Area and secure proper medical treatment.

- G. Telephone numbers of emergency response personnel shall be prominently posted at the entrance of the Decontamination Enclosure System along with the location of the nearest telephone. In addition to the 911 emergency number, post the address and telephone number of the emergency medical services provider, nearest to the project.
- H. Provide at least one employee on the project site at times during progress of the Work that is trained and certified in first aid and cardiopulmonary resuscitation (CPR). This employee shall be identified by name and proof of training shall be provided to Inspection Firm.
- I. Provide at least one 4A/60BC dry chemical extinguisher in the Decontamination compartment. Workers shall be trained in the proper operation of fire extinguishers.
- J. Emergency exits shall be provided and clearly marked with arrows or other clearly visible markings to permit easy identification from anywhere within the Work Area. Exits shall be secured to prevent access from uncontaminated areas while still permitting emergency egress. Exits shall be properly sealed with plastic sheeting, which can be cut to permit emergency egress. Emergency exits may lead through the Decontamination Enclosure System or other alternative exits as required by fire officials.

LICENSING

LBUSD requires that CDPH-Certified Supervisors and CDPH-Certified Workers to be the employees of Contractor. The Contractor shall be State of California Licensed Contractor with HAZ-Hazardous Substance Removal Certification (California Business & Professions Code – Division 3, Chapter 9; Contractors, Article 4 – Classifications). Asbestos abatement portion of work that exceeds 100 square feet ACM abatement will require the work to be performed by a contractor that has acquired California Department of occupational Safety and Health (DOSH) certification.

QUALIFICATIONS

- A. LBUSD is seeking only safety-oriented bidders with prior experience in dealing with leaded paint.
- B. The bidders shall provide references for previous projects, involving leaded paint.
- C. The contractor shall have at minimum three (3) years successful experience in similar projects, at various school sites. The Contractor shall provide related references contact information, if requested by LBUSD.
- D. The successful bidder shall carry insurance in accordance with LBUSD requirements.
- E. The bidders shall acknowledge the specific requirement, imposed by LBUSD regarding the presence of a full-time CDPH-Certified Supervisor on every school site. Workers performing Lead-Related Construction Work or disturbance of LBP shall possess current CDPH certification and at least one (1) full-time CDPH Certified Supervisor shall be present at every project and

for the entire duration of work, including but not limited to preparatory work, removal and clean-up operations at every school site.

TRAINING AND MEDICAL CLEARANCE

- A. Lead-Related Construction and Asbestos Related Construction Work shall be performed by personnel who poses the following qualifications:
1. Trained, certified and qualified in the techniques of lead-safe work practice. The work force shall be trained to conduct safely Lead-Related Construction Work, handling, disposal of Lead-Containing Paint, and the subsequent cleaning of contaminated areas.
 2. Trained, 32-hour asbestos certified workers (Asbestos Worker trained as outlined in 40 CFR 763). Abatement contractor's workforce shall be supervised by experienced persons trained, knowledgeable and qualified in the techniques of asbestos abatement, handling and disposal of asbestos-containing and/or asbestos-contaminated materials, and the subsequent cleaning of contaminated areas, including, at a minimum, Competent Person/Contractor Supervisor training as outlined in 40 CFR 763
 3. Trained and certified under Hazard Communication Standard (OSHA Section 5194 Communications Standard), including but not limited to, the requirements concerning warning signs and labels, MSDS.
 4. Trained for the operation and use of fire extinguishers.
 5. Have current blood lead level and Zinc Protoporphorin testing, medical clearance for negative pressure respirator use and fit testing.
 6. Provide the Inspection Firm proof of training, medical, respirator fit-test and lead blood work and certification prior to engaging in any leaded paint disturbance and asbestos related work at any school site. Hard copies of worker submittal shall include CDPH worker and supervisor certificates.

EXPOSURE ASSESSMENT

- A. Exposure monitoring will be required when trigger tasks, described in Title 8, CCR Section 1532.1, Subsection (d)(2) The contractor shall also be responsible for providing daily OSHA compliance monitoring as per 29 CFR 1926.1101, 8 CCR 1529 for asbestos and 29 CFR 1926.62.
- B. Provide an exposure assessment where the workers are performing Lead-Related Construction Work. If historical data, collected within the 12 months prior to the work performed, indicates worker exposure is below the PEL, and the Work being performed closely resembles the process, type of material, control methods and work practices, additional exposure assessment is not required.
- C. The required exposure assessment shall not exceed 12 months from the date the samples were collected to the date the Lead-Related Construction Work or leaded paint disturbance is performed.

- E. At minimum, Contractor shall conduct representative (25% of crew) breathing zone personal air monitoring of its employees twice each shift (asbestos only) and repeated daily or until a "negative exposure assessment", as derived in accordance with 29 CFR 1926.1101 (f)(2)(iii) and 8 CCR 1529 for asbestos, and 8 CCR 1532.1 for lead.
- D. Monitoring shall be conducted by a qualified air professional experienced and knowledgeable about the methods of air monitoring and in accordance with 29 CFR 1926.1101, 8 CCR 1529 and 8 CCR 1532.1.
- F. The submission and review by Inspection Firm of the objective data or exposure assessment is required prior to performing Lead-Related Construction Work.

SUBMITTALS

- A. Provide submittals in accordance with other sections of the contract.
- B. The Contractor shall acknowledge the specific requirement, imposed by LBUSD regarding the presence of a full-time CDPH-Certified Supervisor on every school site. Workers performing Lead-Related Construction Work or disturbance of LBP shall possess current CDPH certification and at least one (1) full-time CDPH Certified Supervisor shall be present at every project and for the entire duration of work, including but not limited to preparatory work, removal and clean-up operations at every school site.
- C. Prior to performing the Work – submit the following to Inspection Firm for review and approval within seven (7) calendar days from the date the Notice to Proceed is received:
 - 1. A work plan to include written description of management procedures that will be utilized to prevent exposure to lead hazard.
 - 2. Decontamination Procedures for Workers, Work Area and equipment used in the Work Area.
 - 3. Procedures for handling and disposing of waste materials, including disposal facility.
 - 4. Provide the procedures to be used for capturing debris while disturbing overhead painted components.
 - 5. Procedures for final decontamination and cleanup.
 - 6. Procedures for dealing with heat stress during work.
 - 7. Emergency procedures during Lead-Related Construction Work and Asbestos Related Construction as applicable
 - 8. The intended sequence of work and construction schedule and the responsible project coordinator contact information.
 - 9. Layout and construction of Decontamination Enclosure System and barriers for isolation of the Work Areas required by applicable regulations.

10. Product Data relative to personal protective equipment including respiratory protection and protective clothing.
 11. Material safety data sheets and technical specifications for proposed materials.
 12. Evidence of notification to Cal/OSHA as required by Title 8 CCR, Section 1532.1, where applicable.
 13. Evidence of notification to CDPH (to be sent to CDPH no less than five days in advance of Lead Work by submitting CDPH Form 8551).
Where applicable South Coast Air Quality Management District (SCAQMD)
 14. List of employees who are intended for the Lead-Related Construction Work, including delineation of experience, training, and assigned responsibilities during this work. Submit proof of training for each worker who will perform Lead-Related Construction Work for LBUSD.
 15. **Note: Temporary work site waste storage and disposal of any hazardous waste will be handled by the awarded contractor, but shall be coordinated through the District Representative.**
 16. Submit manufacturer's certification that HEPA Vacuums, air filtration units and other local exhaust ventilation equipment conform to ANSI Z9.2, as applicable.
 17. When HEPA Vacuums are utilized on LBUSD properties, provide the maintenance and filter change log for the equipment before they are brought on site.
 18. Provide the current SCAQMD permit for each HEPA Vacuum and Portable Mechanical Ventilation System before they are brought on site.
 19. Submit laboratory documentation verifying employees have completed blood lead level and Zinc Protoporphorin tests in accordance with Title 8 CCR, Section 1532.1.
- D. During the performance of work of this section – Submit the following documentation to Inspection Firm in the order described below:
1. At the beginning of the work shift, for any new worker or supervisor documentation from a physician certifying that new workers who wear a negative pressure respirator are medically cleared to do so without suffering adverse health effects as required by OSHA regulations.
 2. New supervisors or workers are not permitted on site until Inspection Firm has approved the CDPH training and certifications of the new supervisors and workers.
 3. On first day of each week, submit the following for the preceding work week:
 - a. Weekly job progress reports detailing Lead-Related Construction Work activities for the school site being worked on;
 - b. Copies of work site entry logbooks with information on worker and visitor access;

- c. Copies of filter changes for respirators, HEPA vacuums, HEPA filtered ventilation units, water filtration units, and other approved engineering controls, as applicable;
- d. Results of personal air sampling data that had been collected during the course of the work by the Contractor.

PRE-JOB MEETING

- A. Attend a meeting to be held prior to the commencement of the work of this section. Attending this meeting shall be representatives of LBUSD, Inspection Firm and the Contractor. Secure the attendance of the individual who will be the project site competent person for the Lead-Related Construction Work.
- B. At this meeting provide required submittals except for those to be submitted during progress of the Work. In addition, provide details concerning:
 - 1. Preparation of Work Area.
 - 2. Personal protective equipment, including respiratory protection and protective clothing.
 - 3. Employees who will participate in the Lead-Related Construction Work, including delineation of experience, training, and assigned responsibilities during the Work.
 - 4. Decontamination procedures for personnel, Work Area, and equipment.
 - 5. Removal methods and procedures to be provided.
 - 6. Required air monitoring procedures as mandated by Cal/OSHA.
 - 7. Procedures for handling of waste materials while onsite.
 - 8. Procedures for final decontamination and cleanup.
 - 9. A sequence of work activities and performance schedule.
 - 10. Procedures for dealing with heat stress.
 - 11. Emergency procedures.

PRODUCTS

MATERIALS AND EQUIPMENT

- A. Materials:
 - 1. Deliver materials in the original sealed packages, containers, or bundles bearing the name of the manufacturer and brand name.
 - 2. Store materials, subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient enough to prevent damage or contamination. Replacement

materials shall be stored outside of the Work Area until area is cleared for normal occupancy.

3. Damaged, deteriorating, or previously used materials shall not be furnished to the project.
4. A sufficient supply of disposable mops, rags, and sponges for Work Area decontamination shall be provided.
5. Unless otherwise specified, LBUSD will provide water for construction purposes. Connect to existing system as required.
6. Products brought onto the project site shall be accompanied by their respective Material Safety Data Sheet, which shall be maintained on the Project site.
7. Plastic sheeting shall be a fire retardant type. Provide documentation from the manufacturer verifying compliance with this requirement.
8. Plastic sheeting furnished for the Decontamination Enclosure System shall be opaque white or black in color and shall be a minimum of 6-mil thick.
9. Written Acknowledgement for use of LBC[®] Lead Barrier Compound (Type III - Interior/Exterior) or provide Product Data Sheet and MSDS for an equal lead paint primer sealer that builds a barrier between the leaded paint and the new paint overly for 20 years.

B. Equipment:

1. Disposal bags shall be of 6-mil polyethylene, pre-printed with labels as required by applicable Cal/OSHA and DOT requirements.
2. Provide labels as per DOT requirements for disposal containers.
3. Provide warning signs as required by Cal/OSHA.
4. Disposal containers shall meet requirements of Title 22, CCR.
5. Provide a sufficient supply of scaffolds, ladders, lifts, and hand tools, as needed to complete the Work at no cost to LBUSD.
6. Provide sprayers with pumps capable of providing amended water to wet the leaded paint during work.
7. Provide a sufficient supply of HEPA filtered vacuums to maintain a clean environment in compliance with this section.
8. When rental equipment is to be used in Lead-Related Construction Work areas or to transport lead-contaminated waste, a written notification concerning the intended use of the rental equipment shall be provided to the rental company and a copy submitted to Inspection Firm.

9. Personal protection safety equipment shall be provided to all workers, Inspection Firm field representatives and other entities that are authorized and may be present on site.
10. Equipment delivered to the project site shall be free of debris suspect of containing lead.
11. Lighting shall be provided in an amount sufficient to illuminate the Work Area for the purpose of safe visual working conditions and to permit examination of surfaces where Work is performed.

EMPLOYEE PERSONAL PROTECTIVE EQUIPMENT

A. Respiratory Protection:

1. Submit NIOSH approvals for respiratory protective devices utilized on the project site. Include manufacturer certification of HEPA filtration capabilities for cartridges and filters. Filter cartridges shall be furnished with the NIOSH P-100 designation.
2. Provide respiratory protection for employees in compliance with CCR Title 8, Sections 1532.1 and 5144, as determined by the employee exposure assessment.
3. In addition to P-100 filters, provide approved organic vapor filter cartridges for exposure to other airborne contaminants generated during Lead-Related Construction Work.
4. At a minimum, half-face air-purifying respirators with P-100 cartridges shall be utilized during all removal/impact except abrasive removal, or for the removal of all nonfriable/Class II asbestos removal.

B. Fit Testing:

1. Perform fit testing in accordance with Title 8 CCR, Section 5144 and 29 CFR 1910.134.
2. Document respirator fit testing for individuals entering a work area.
3. Submit to LBUSD a copy of the written respiratory protection program.

C. Personal Protective Clothing and Equipment:

1. Provide eye protection to employees to protect employees from debris during work progress when full-face respirators are not being utilized.
2. Provide and require the use of eye protection when employees are working with a material that may splash or fragment, as specified by the Material Safety Data Sheet for a given product, or as required by Title 8, CCR.
3. Spectacle kits and eyeglasses must be provided for employees who wear glasses and who must wear full-face piece respirators.
4. Provide respirators that have been tested and approved by the NIOSH for use in a lead-contaminated atmosphere.

5. Provide full-body disposable protective clothing, including head, body, and foot coverings to workers and authorized visitors who enter the Work Area, in sizes adequate to accommodate movement without tearing. A new suit shall be provided and donned for each separate entry.
6. Provide a clean staging area for workers and others to store street clothes and personal protective equipment.
7. Disposal suits shall be collected in an appropriate disposal container at the entrance of the Work Area.
8. Lead workers are required to wear nonskid footwear sufficient to protect them from workplace hazards. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
9. As required by the Work site and applicable safety regulations, provide head protection and require the use thereof.
10. Worker protection equipment shall be ANSI approved.

EXECUTION

LEAD-RELATED CONSTRUCTION WORK

- A. Disturbance of LBP and LCP shall be performed using wet methods.
- B. **Loose paint or rough edges may require scraping or sanding. Scraping or sanding must be performed manually using wet methods or mechanically with a manufactured approved HEPA filtered local exhaust attachment.**
- C. Exposed leaded paint areas, where scraping and sanding had occurred shall be sufficiently cleaned and free of dust and then covered with a single coat of LBC® Lead Barrier Compound (Type III - Interior/Exterior) or equal. The primer shall be applied evenly to completely cover the affected area and must provide a smooth surface for receiving new coat of paint.
- D. For exterior paint-disturbing work, worksite preparation is dependent **low-dust** and **high dust** work and the following factors:
 1. The amount of dust created;
 2. How high up the work surfaces are;
 3. How near the work surfaces are to other properties;
 4. Weather conditions;
 5. The location of the nearby occupied buildings; and
 6. Whether people must pass in and out of the building during the work.

- E. The following measures will be required to control the migration of potential lead dust during disturbance of exterior surfaces:
1. Tightly close and seal windows, doors and other building openings within 20 feet of surfaces being disturbed during exterior work.
 2. Because windows have both interior and exterior sides, they will need to be protected from both interior and exterior spaces from contamination when conducting paint scraping.
 3. If the work is considered low-dust work, then paint surfaces can be misted before being scraped and prepared for repainting, and scored before removing small parts like stops and parting beads.
 4. If the entire window, including the jamb casing, stool, and apron, is being scraped, workers shall prepare for high dust generation.
 5. An important consideration in planning dust containment for window work is that the windows remain closed during most of the work to prevent the potential for wind-blown dust into the interior.
 6. If working on windows from the outside only, then it may be possible to tack or tape protective sheeting to the interior window casing or wall, completely covering the window opening, and achieve sufficient interior worksite protection.
 7. If the interior of the building is adequately protected, the interior would not need to undergo a clearance examination. Care must be taken in preparation, because attaching sheeting to the interior wall may cause unacceptable damage to the wall surface unless appropriate tape is used.
 8. If the window opening is not sealed from the interior of the building, interior cleanup and clearance would still be necessary.
 9. High-dust operations should be avoided; planning for window paint scraping should include sufficiently stringent precautions and controls to minimize the likelihood of the project becoming a high-dust project.
 10. The nearby building occupants must be instructed not to open windows within 20 feet of ongoing work.
 11. Horizontal surfaces within 20 feet of disturbed surfaces must be cleaned up on daily basis during this work.
 12. If an entrance must be used that is closer than 20 feet, then a shroud shall be installed above and on the sides of the entrance and install an airlock at the door and a tack pad inside the door so shoes can be cleaned off.
 13. Place one (1) layer of disposable impermeable plastic (not landscape fabric, geotextiles, or cloth) protective sheeting (at least 6 mil thick to resist tears) on the ground, weighted

down by heavy objects, and extending far enough from the work surfaces to adequately collect all falling paint chips and debris.

14. RRP rule requires that the sheeting extend at least 10 feet in all directions beyond working surfaces when work is on the ground floor, or a sufficient distance to collect falling paint debris, whichever is greater, if feasible.
15. As a general guide, if work is above the ground floor, sheeting should extend 20 feet. These distances apply unless an adjacent building or other obstacle interferes. Being up high and exposed to wind currents, dust created by scraping an exterior surface above the ground floor has the potential to contaminate a large area. Scaffolding with vertical shrouding or staging on pump jacks are other options.
16. Vertical shrouding on scaffolding shall be used if work is close to a sidewalk, street, or another property, or if work will be conducted at a height of more than 30 feet.
17. Build a curb at the edge of the protective sheeting to prevent contaminated runoff and reduce blowing of debris off the sheeting. If power washing is planned, extra care is needed to contain runoff. Weigh sheeting down along the downstream with 2"x4" lumber to catch the runoff and allow vacuuming the waste materials.
18. In hot weather, take care not to burn out vegetation under plastic sheeting. White plastic is less harmful than black or clear.
19. If the building must be accessible during work, at least one (1) lead-safe entryway must be made available. Do not work on front and rear of the building entries at the same time unless there is a third entry.
20. Remove all movable items to at least a 20-foot distance from working surfaces. Items that cannot be readily moved to a 20-foot distance Playground Equipment, Toys, Sandbox, and Outdoor Furniture must be sealed with taped protective sheeting.
21. Do not place ladder feet on top of plastic sheeting. Cut slots in the sheeting and place ladder feet on the ground and repair slots with tape when the ladder is moved. Alternatively, place a large, sturdy piece of plywood on the sheeting and put the ladder on the plywood.
22. Warning signs shall be posted on the building and at a 20-foot perimeter around the building (or less if distance to next building or sidewalk is less than 20 feet).
23. Warning signs should be in a language understandable to the public. Recommended wording is:

WARNING. LEAD WORK AREA. POISON. NO SMOKING OR EATING

DO NOT ENTER – AUTHORIZED PERSONNEL ONLY
NO EATING, DRINKING, OR SMOKING
24. Post additional sign for Work Areas where exterior involves LBP is present and DPH certified workers perform the paint stabilization:

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

25. **If power washing is planned, a CDPH Lead Supervisor shall design special containment and water-collection measures. Power washing shall not be performed on asbestos containing surfaces.**
26. Do not conduct exterior work if wind speeds are greater than **20 miles per hour or if dust and debris cannot be adequately contained.** If chips and debris are blowing off the protective sheeting, work must stop until the wind dies down or adequate containment is installed. In the meantime, cleanup must occur before rain, or other precipitation begins.
27. Cleanup should be conducted at the end of each workday, the end of each work shift where work is being done on more than one (1) area, or when workers are finished in one (1) exterior work area and moving to another, whichever is soonest.
28. Cleanup should be conducted at the end of each workday, the end of each work shift when work is being done on more than one (1) shift, or when workers are finished in one (1) exterior work area and moving to another, whichever is soonest.
29. Remove debris and paint chips and wet clean all horizontal surfaces on the building (e.g., exterior window sills and exposed window troughs, balconies and railings) within 20 feet from working surfaces.
30. Remove debris and paint chips from the protective sheeting prior to leaving work area.
31. Clean with vacuum or wet clean the protective sheeting. After cleaning:
 - a. Fold protective sheeting inward to avoid contamination of the environment and do not reuse protective sheeting.
 - b. Visually inspect for and remove any debris and paint chips from the ground, walkways, gardens, shrubbery, and play areas.
 - c. Do not leave debris or protective sheeting out overnight
 - d. Keep all debris, protective sheeting, and other disposable material in a secured area that will not allow release of the material, until final disposal.
32. When HEPA filtered Vacuums are utilized, vacuum from the area of impact to the outer perimeter of the plastic sheeting to remove visible debris. If vacuuming cannot remove visible debris, wet wiping will also be required.
33. When wet wiping the Work Area, wipe from the area of impact to the outer perimeter of the plastic sheeting to remove visible debris.

34. Tools and equipment utilized in the Work Area shall be wet wiped to remove visible debris.
35. Remove and store the waste water that has collected on the protective sheeting in 55-gallon drums or similar container and dispose in accordance with Californian Department of Toxic Substances Control regulations.

F. Decontamination Enclosure System:

1. For the work that requires scraping LBP decontamination enclosure system must be installed for the Work Area.
2. At a minimum a two-stage Decontamination Enclosure System consisting of a compartment for Decontamination and a Clean Room shall be constructed and used.
2. Unless otherwise specified, the Decontamination Enclosure System shall be adjacent to the Work Area.
3. Other enclosure methods may be used if submitted and approved by Inspection Firm.

G. **Water Jet Washing:**

1. **The purpose of the water jet washing process is to remove LBP and LCP from exterior masonry substrate.**
2. **If this procedure is selected, submit a work plan to LBUSD and Inspection Firm for approval. The plan shall include, but is not limited to, interim controls, paint stabilization, capture of waste water and disposal.**

H. Lead Barrier Primer Sealer:

1. **Materials: LBC® Lead Barrier Compound (Type III - Interior/Exterior) or equal shall be used for the work of this section. Equal Primer Sealer substitute shall be an elastic acrylic coating, heavy bodied and warranted by the manufacturer to be compatible with the substrate. Elastic acrylic coating shall be long lasting and resist cracking, peeling, algae as well as fungus growth. The barrier must provide a barrier between the leaded paint and new paint for a period of 20 years.**
2. Submittals: submit two Samples, 5 ½" x 8" of the encapsulation material to Inspection Firm.
3. Encapsulation coatings shall be applied in accordance with the manufacturer's recommendations and the following conditions:
 - a. Remove surface dust and debris by scrubbing with a non-residue detergent solution, and rinsing. Remove loose paint until a sound, intact edge is achieved. Remove and replace loose plaster prior to the coating application. Proper safety procedures and lead dust control method in this Specification must be utilized.

- b. Apply encapsulation coatings to the substrate in a continuous coat to seal the surface being coated. The number of required coats and coverage rates shall be in accordance with the manufacturer's recommendations.
- c. Repair materials that lift and peel after the application of the Encapsulation coating by scraping until a sound surface is obtained. The edges shall be feathered, and a reapplication of an Encapsulation coating shall be applied.

I. Soil Abatement: (only when specified)

1. Surface Contamination:

- a. Remove Lead-Contaminated Soil from the locations and to a depth specified in the scope of work.
- b. In the absence of a specified depth of soil removal identified in the scope of work, assume the removal of 6" inches of topsoil.
- c. Submit a written soil abatement plan prior to initiation of any work on the project.
- d. No soil abatement shall proceed until the work plan has written approval by Inspection Firm.
- e. Refer to the waste handling and transportation section of this Specification for the handling, characterization, and disposal of the waste materials.

J. Alternate Procedures:

- 1. If specified procedures cannot be utilized, a request must be made in writing to Inspection Firm establishing details of the problem encountered and recommended alternatives.
- 2. Alternate procedures shall provide equivalent or greater protection than procedures that they replace.
- 3. Prior to implementation, alternative procedures shall be submitted and approved in writing by Inspection Firm.

K. Cleanup Procedures

- 1. Perform continuous cleaning during the entire course of the work of this section. The cleaning shall include the removal of debris generated by using wet methods and/or HEPA filtered vacuuming.
- 2. At the completion of the Work of this section, clean surfaces within the impacted Work Area, including but not limited to, tools, equipment, and plastic sheeting to remove visible debris from the Work Area.
- 3. Tools and equipment utilized in the Work Area shall be thoroughly cleaned. Non-electrical tools and equipment shall be cleaned monthly and before removal from the

Work Area by HEPA vacuuming and washing using a lead specific detergent or other suitable cleaning agent.

4. Electrical tools and equipment shall be HEPA vacuumed and cleaned by wet wiping limiting the amount of water used to avoid electrical hazards.
5. Remove plastic sheeting, except for critical barriers, by folding it into itself beginning with the higher level plastic first.
6. Following Removal of plastic sheeting a final cleaning of surfaces in the Work Area shall be performed by HEPA vacuuming, wet wiping, and a final HEPA vacuuming.
7. When HEPA vacuums are utilized, vacuuming shall be performed from the top down and from the area of impact to the outer edge of the plastic sheeting.
8. Apply minimum two (2) coats of the approved paint primer sealer to scarpred surfaces. The minimum thickness for each coat shall be two (2) Mils and there shall be a minimum four (4) hour time lapse between applications of each coat.
9. At the completion of the final cleanup for the Lead-Related Construction Work, the CDPH certified supervisor shall inspect the Work Area for visible debris. If debris is identified, repeat the final cleaning process.
10. Wet wiping, washing, and cleaning required by this section shall include the removal of visible debris by cleaning with a lead specific detergent or other suitable cleaning agent in clean water followed by a rinsing with clean water and clean rags, following similar sequence of cleaning as the vacuuming.
11. Refer to the waste handling and transportation section of this section for disposal of waste generated by this process.

ASBESTOS-RELATED CONSTRUCTION WORK (CLASS I, II, III GENERAL)

The following procedures shall be utilized for all removal of friable and/or Class I ACM, Non-Friable and/or Class II ACM, and small scale disturbance.

Loose paint or rough edges may require scraping or sanding. Scraping or sanding must be performed manually using wet methods or mechanically with a manufactured approved HEPA filtered local exhaust attachment.

- A. Contractor shall coordinate all items of work with the Project Environmental Consultant.
- B. Install worker decontamination unit described in 8 CCR 1529, 8 CCR 5208, and 29 CFR 1926.1101 or as agreed upon with Project Environmental Consultant.
- C. Post warning signs meeting the specifications of 8 CCR 1529, 8 CCR 5208, and 29 CFR 1926.1101, at any location and approaches to a location where airborne concentration of asbestos fibers may exceed ambient background levels. Signs shall be posted at a distance

sufficiently far enough away from a work area to permit a person to read the sign and take necessary protective measures to avoid exposure.

- D. Asbestos Handlers shall don personnel protective equipment as required in Article 2.2 - Equipment.
- E. Pre-clean all vertical and horizontal surfaces within the work area using a HEPA-filtered vacuum and/or wet cleaning techniques, as appropriate. Contractor shall not use any methods that would raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, and shall not disturb asbestos-containing materials during the pre-cleaning phase.
- F. Seal off all windows, doorways, corridor entrances, drains, ducts, grills, grates, diffusers, skylights and any other openings between the Work Area and uncontaminated areas outside of the Work Area with two layers six-mil fire retardant polyethylene sheeting and tape.
- G. Cover floors in the area, as follows
 1. Two layers of six-mil (minimum) sheeting. Additional layers of sheeting may be utilized as a drop cloth to aid in cleanup of bulk materials, and/or to ensure protection from water leaks.
 2. Containment plastic shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring material. A distance of at least 6 feet between seams is sufficient. Do not locate any seams at wall/floor joints.
 3. Floor sheeting shall extend at least 12" up the side walls of the Work Area.
 4. Sheeting shall be installed in a fashion so as to prevent slippage between successive layers of material.
- J. (Where applicable) Cover all immovable items (planter, bushes benches, etc.) and/or construct walls in the Work Area with fire retardant polyethylene sheeting and seal with duct tape.
 1. (Where applicable) walls shall be covered with two layers six-mil fire-retardant polyethylene sheeting (sealed airtight with duct tape).
 2. Plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least six feet.
 3. Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.
 4. Wall sheeting shall be secured adequately to prevent it from falling away from the walls. This will require additional support/attachment when Negative Pressure Ventilation Systems area utilized.
 5. Where necessary for structural support, plywood sheeting and/or 2x4 lumber shall be utilized to ensure the structural integrity of the containment and critical barriers.

6. Fire exits shall be clearly labeled as required by Regulations.
- K. (Where applicable) Install the minimum number of 2' x 3' clear view windows that will provide visual access to ALL areas of each enclosure.
- L. (Where applicable) Install and initiate operation of negative pressure air filtration differential as required in Article 2.2 - Equipment. Negative pressure differential shall be at a minimum of - 0.02" of water column at all times during asbestos removal operations.
- M. (Where applicable) Install and maintain a manometer equipped with a strip chart recorder. Manometer shall be capable of detecting at least 0.02" of water column.
- N. The Contractor shall carry out all asbestos removal activities in a manner that will minimize pulverizing, breaking or creation of dust. Generally, manual removal methods will be preferred, although larger systems, such as power washers, are acceptable, as long as they are equipped with proper HEPA-filtration equipment and do not create an undue hazard.
- O. Keep the ACMs being removed wet throughout removal operations by the use of an airless sprayer. In the event that visible dust is generated during the abatement process, also mist the air within containment periodically with water or an amended water solution with an airless sprayer to reduce airborne asbestos fiber concentrations.
- P. Encapsulate entire work area with a penetrating and/or lock-down type encapsulant following acceptance of clean-up activities.
- Q. Dispose of all asbestos containing/contaminated waste in accordance with Waste Handling and Transportation.
- R. Power washing shall not be performed on asbestos containing surfaces. Surface washing should be performed using manual wash cloths, removing visible dust, debris, and as applicable repairs and stabilization of surfaces should be performed in preparation of re-painting. Abrasive techniques are not recommend on exterior stucco and window putty surfaces as they may dislodge and potential damages surfaces.
- S. Do not conduct exterior work if wind speeds are greater than **20 miles per** hour or if dust and debris cannot be adequately contained. If chips and debris are blowing off the protective sheeting, work must stop until the wind dies down or adequate containment is installed. In the meantime, cleanup must occur before rain, or other precipitation begins.
- T. Cleanup should be conducted at the end of each workday, the end of each work shift where work is being done on more than one (1) area, or when workers are finished in one (1) exterior work area and moving to another, whichever is soonest.
- U. Remove debris and paint chips and wet clean all horizontal surfaces on the building (e.g., exterior window sills and exposed window troughs, balconies and railings) within 20 feet from working surfaces.
- V. Remove debris and paint chips from the protective sheeting prior to leaving work area.

- W. Keep the ACMs being removed wet throughout removal operations. In the event that visible dust is generated during the abatement process, also mist the air within regulated area periodically to reduce airborne asbestos fiber concentrations.'
- X. Once all removal activities have been completed, clean-up of the work areas shall be conducted in accordance 29 CFR 1926.1101

WASTE HANDLING AND TRANSPORTATION

- A. Contractor shall be responsible for the waste materials handling, storage and security while on the school property, from the point of generation until the waste is removed from the site.
- B. Contractor shall utilize lockable metal bin or lockable 55-gallon drums to store debris securely before disposal. Characterization of the waste materials will be required prior to removing any waste materials that is generated by paint film stabilization on this project. **The inspection Firm will collect and analyze the waste material samples:**
 - 1. Visible paint chips shall be separated from waste water before characterization of the waste water and stored in the waste containers, provided by LBUSD. Following removal of the solids, waste water shall be characterized further to determine the water waste stream.
 - 2. The paint chips removed from the **waste water** shall be disposed according to DTSC regulations after they have been characterized by laboratory analyses of the waste materials samples. The sampling shall be done by a CDPH-Lead Supervisor and approved by the Inspection Firm.
 - 3. **If, during hydro-washing process, paint chips are generated with waste water work shall stop. Contractor shall install a system under and around area requiring washing, sufficient enough to collect waste water generated by hydro-washing process. Waste water shall be stored in DOT-approved barrels and visible paint chips separated from waste water. Paint chips shall be separated and characterized to determine if waste is hazardous. Waste water shall be characterized to determine if it is hazardous and disposed of accordingly. If the water tests non-hazardous, then it shall be removed from the property by the Contractor.**
 - 4. Hazardous waste generated by this process requires being transported under a Uniform Hazardous Waste Manifest. The hazardous waste shall be transported by a California-certified hazardous waste hauler.
 - 5. Asbestos-containing/contaminated waste shall be placed in leak tight disposal bags. Disposal bags shall be doubled six-mil polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152 (b) (I) (iv), Cal/OSHA (Title 8 CCR Sections 1529 and 5208), SCAQMD Rule 1403, and if applicable Title 22 CCR Section 66504.

- B. Sampling of the waste materials for waste stream determination shall be according to the following procedures:
1. Collect a sample of the waste material in such a manner that represents the bulk of the waste materials.
 2. For a small pile of waste (one 55-gallon drum) Inspection Firm will take one (1) sample of a proportionate combination of components in the pile. If more than one (1) drum of waste is generated no less than four (4) samples may be required at the Inspection Firm discretion.
 3. For large wood component, such as windows and doors, a representative sample of each component of similar characteristics such paint history shall be collected and tested. A full depth core sample, not less than one (1) inch diameter, of the component is to be collected. The core sample shall include the substrate and paint coatings on both sides of the Component, as applicable.
 4. Waste characterization of the samples shall be performed as follows:
 - a. Analysis for Total Threshold Limit Concentration (TTLC):
 - 1) If results are less than 50 milligrams/kilogram (mg/kg), the waste is not hazardous and can be disposed as general construction waste.
 - 2) If sample results are 50 mg/kg or greater, then test for Soluble Threshold Limit Concentration (STLC).
 - b. Where waste is required to be tested for STLC, the following procedures shall apply:
 - 1) If the STLC result is less than 5 milligrams/liter (mg/l), the material shall be disposed at a Class II waste landfill. Evidence of such results of the STLC testing will be required by the landfill before waste is accepted. No further testing is required.
 - 2) If the STLC results are 5 mg/l or greater, the waste is a California regulated waste and the material shall be tested using the federally mandated Toxicity Characterization Leaching Procedure (TCLP).
 - c. Where waste is required to be tested by TCLP the following procedures shall apply:
 - 1) If the TCLP is less than 5 mg/l, the waste is a California regulated hazardous solid waste (non-RCRA).
 - 2) California regulated hazardous waste shall be disposed in a Class I hazardous waste landfill.
 - 3) If the TCLP is equal to or greater than 5 mg/l, the waste is a federally regulated hazardous waste solid (RCRA).

- d. Personal and commercial wash water with lead contamination shall be handled as follows:
- 1) Filter the waste water through cheesecloth, or other similar filtering media, to remove the gross debris. Separate the waste streams and characterize these in compliance with this Specification.
 - 2) If the waste water is identified as a RCRA or California regulated hazardous waste (Non-RCRA) by STLC and TCLP, filter the waste water by power pumping it through a 20 micron pore size filter.
 - 3) Wastewater, filtered or otherwise, shall not be discharged in storm drains, gutters, sanitation sewer lines, or allowed to sheet flow over the surface of the ground.

C. Waste Handling:

1. Hazardous and non-hazardous waste materials shall be disposed of at authorized sites in accordance with provisions of this Specification and applicable Federal, State, and local laws.
2. Any waste determined to be hazardous, through analytical testing, shall be kept in a secured area or lockable container that is inaccessible to persons other than authorized personnel working on the project. Hazardous waste containers shall be labeled "Hazardous-Waste – Contains Lead" and labeled with the date waste collection commenced.
3. LBUSD will ensure that hazardous waste do not remain on the site beyond 90 days of the date it was generated.
4. Hazardous and non-hazardous waste shall be kept in different containers and stored in separate locations. Commingling of waste is not permitted.
5. As the Work progresses, to prevent exceeding available storage capacity on the Project site, sealed and labeled containers of lead waste shall be removed and transported to the prearranged disposal location.
6. Containers used for hazardous waste shall meet the requirements of EPA and DOT for hazardous waste storage and transport. At a minimum, disposal packaging of LBP fragments, dust, and debris shall be in 6-mil plastic bags that are airtight and puncture resistant.
7. Any debris or residue observed on containers or surfaces outside of the Work Area resulting from clean up or disposal activities shall immediately be cleaned using HEPA filtered vacuum equipment and/or wet methods as appropriate.
8. Materials not contained in bags or other appropriate disposal containers shall not be placed in lead waste storage containers, nor shall storage containers be used for non-lead waste. To avoid damage, packaged waste shall be placed, not thrown, into the storage containers.

9. Lead-Contaminated Soil shall be transported in plastic lined containers.
10. All friable asbestos waste shall be disposed of as Hazardous, Friable Asbestos Waste. All non-friable asbestos waste shall be disposed of as Non-Hazardous, Non-Friable Asbestos Waste.

D. Transportation of Non-Hazardous Waste:

1. The Inspection Firm will collect receipts from the disposal facility, trip tickets, transportation manifests, weight certificates or other documentation of disposal within 48 hours of disposal. The waste manifest shall be signed by the generator, the transporter(s), and the disposal site operator each time the responsibility for the waste material is transferred. If a separate hauler is employed, the name, address, and signature of the transporter shall also appear on the manifest.

All asbestos-containing waste shall be placed and stored in clear, sealed, leak-tight and appropriately labeled containers, in accordance with 8 CCR 1529 and SCAQMD Rule 1403, and transported to an appropriate landfill for disposal.

E. Transportation of Hazardous Waste:

1. Hazardous waste shall be transported by a RCRA/DOT/EPA certified hazardous waste transporter. **The awarded contractor shall utilize the service of a certified waste hauler and shall properly transport and dispose of the hazardous waste with legal permits and manifests. Transporting of hazardous materials shall be coordinated through the District Representative.**
2. The Work of this section includes responsibility for actions of the hazardous waste transporter as it pertains to waste removal and disposal related to the Work of this Specification.
3. Identify the facility to which the waste generated by this Specification will be taken. The Inspection Firm will collect information to verify the facility is licensed and permitted to receive and handle non-hazardous lead containing waste and/or hazardous lead containing waste as applicable.
4. The enclosed cargo area of trucks or containers will be free of debris and lined with 6-mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor polyethylene sheeting shall be installed first and extend up the walls and wall sheeting shall be overlapped and taped into place.
5. The contractor is responsible to transport all hazardous wastes inside the project boundaries (school site) with no limitations, per Inspection Firm directions. The contractor shall prepare safe staging / storage areas for such purposes per Inspection Firm's directions.
6. All work shall be in accordance with the federal, state and local rules and regulations, including however not limited to EPA, DTSC, DOT and CCR Title 22.

7. All asbestos-containing waste shall be placed and stored in clear, sealed, leak-tight and appropriately labeled containers, in accordance with 8 CCR 1529 and SCAQMD Rule 1403, and transported to an appropriate landfill for disposal.

MONITORING

A. Project Management and Inspection:

1. LBUSD has the right to perform air, wipe, and visual monitoring at any time during work by the contractor.
2. Where exposure monitoring indicates that an exposure is at or above the PEL, comply with Title 8, CCR Section 1532.1 (e) through (n).
3. Air monitoring will be carried out by the Project Environmental Consultant on behalf of the Owner to verify that the building beyond the contamination area and the outside environment remains uncontaminated.
4. Area Air Monitoring (Asbestos): The Project Environmental Consultant will conduct in-progress air monitoring daily to determine area airborne contaminant concentrations within the confines of the work area.

1. Environmental Air Sampling: Ambient air samples are taken and analyzed to indicate fiber migration from containment to the environment. Should any environmental sample outside work areas exceed the base line of 0.01 f/cc of air, or established background concentrations as determined by PCM analysis, all work will immediately halt except for corrective work. The PEC shall determine the source of the high fiber count and notify the contractor with directions for the corrective action.

B. Employee - Personal Air Monitoring:

1. Provide air monitoring as required by Title 8 CCR, Section 1532.1. Results shall be provided within ten working days of sampling. If the intent is to utilize such as exposure assessment documentation, and Work is to commence earlier than ten working days, submit results 24 hours in advance of the start of Work.

C. Clearance Inspection:

1. Clearance Inspection for Lead-Related Construction Work shall include:
 - a. A visual inspection of the Work Area by Inspection Firm prior to occupancy for normal activity.
 - b. Do not remove barriers designating a regulated Work Area until a written release from Inspection Firm is provided.
 - c. Inspection Firm has the right to collect wipe samples as part of the Clearance Inspection anywhere within the work area, established by the Contractor for the purpose Leaded Paint Stabilization and/or Lead-Related Construction Work at any time.

2. Clearance Inspection for Post-Lead Work shall include:
 - a. A visual inspection of the Work Area by Inspection Firm prior to collection of environmental samples (dust, wipe, and/or soil samples, as applicable).
 - b. Inspection Firm will collect environmental samples.
 - c. Results of samples shall comply with Title 17, CCR before the Work Area is released for normal occupancy.
 - d. Where samples fail to meet regulated clearance levels of Title 17, CCR, clean the Work Area as required for final cleaning in the cleanup procedures section of this Specification.
 - e. Following cleaning, the visual inspection and environmental sampling will be repeated as described above. This process shall continue until the clearance level of CCR Title 17 is provided.
3. Phase Contrast Microscopy (PCM) (Asbestos): In each homogeneous work area after completion of all cleaning work, a minimum number of samples will be collected and analyzed in accordance with the NIOSH 7400 Methodology as follows:

For work areas less than 160 square feet or 260 linear feet:

- a. 5 interior aggressive air samples, 5 exterior air samples, 2 field blank samples and 1 lab blank sample for areas that had asbestos-containing materials removed.
- b. Release Criteria: Decontamination of the work site is complete when each sample analyzed reveals airborne asbestos fiber concentrations are at or below 0.010 f/cc, or established background concentrations.
- c. If these conditions are not met then the decontamination is incomplete and the cleaning procedures noted in Article 3.3 above shall be repeated. The area shall be re-tested at no additional cost to Owner until satisfactory levels are obtained

C. Stop work order due to inefficiencies:

1. If, at any time, District Representative or Project Environmental Consultant decides work practices are violating Specifications, or, Federal or local regulations to extent of potential endangerment of building users, workers, The District's Representative, employees or public, he will immediately notify Contractor (followed up in writing) that operations shall cease until corrective action is taken by Contractor. Contractor shall take such corrective action before proceeding with work. Loss or damage due to Stop Work Order(s) shall be Contractor's

responsibility. A Stop Work Order, issued by District's Representative or Project Environmental Consultant shall become effective immediately.

RE-ESTABLISHMENT OF THE WORK AREA AND SYSTEMS

- A. Re-establishment of the Work Area shall only occur following the completion of clean-up procedures and after a Clearance Inspection has been performed and documented to the satisfaction of Inspection Firm.
- B. Re-secure moveable objects removed during area preparation activities.
- C. Relocate moveable objects that were removed to temporary locations back to their original positions.
- D. Re-establish HVAC, mechanical and electrical systems to the same condition prior to commencement of the project.
- E. Repair damage that occurred as a result of Lead-Related Construction Work.

3.6 PROJECT COMPLETION DOCUMENTATION

- A. Provide to Inspection Firm of the following close-out documentation:
 - 1. Filter change logs for air filtration units and water filtration units
 - 2. Foreman's daily job reports
 - 3. Employee entry and exit logs for Work Areas
 - 4. Visitor entry and exit logs for Work Area
 - 5. Air sample results for personnel
 - 6. Hazardous waste weight tickets
 - 7. Analytical data and chain of custody for waste characterization
 - 8. Signed Daily Personnel Report Forms

END OF TECHNICAL PROVISIONS - LEAD

ATTACHMENT A

Lead and Asbestos Inspection Reports:

Minor disturbance to lead-based painted components such as coring, drilling, sanding or scraping can be performed by a certified trained contractor with a minimum of 8-hour Lead in Construction Activities. With adequate training, the trained contractor may perform demolition activities of these materials were the planned work is not meant as lead-abatement activities. EPA RRP Training may be required if this facility is also considered a child-occupied facility in compliance with the EPA Lead RRP Rule definition. These work classifications are used as an adequate alternative for trade work involving electrical, lighting, plumbing, and miscellaneous disturbances were work is likely to disturbed lead containing components.

DISCUSSIONS AND RECOMMENDATIONS (LEAD)

All components with results of >0.7 mg/cm² are considered lead-based painted (Lead level of concern) according to the County of Los Angeles. All components with results at or above 00.06 percent by weight (% Lead w/w) or 600 ppm are considered lead-based paint according to the County of Los Angeles. ENCORP recommends that a trained, licensed Lead Abatement Contractor perform any renovation/demolition or preparation for demolition activities, which will disturb the lead containing building materials.

For Cal/OSHA compliance purposes, all other painted, varnished, and glazed surfaces identified in the Hazardous Materials Survey Report as lead-containing surface coatings (LCSCs) require that contractors performing activities that will disturb these surfaces/materials comply with the requirements of 8 CCR 1532.1. These surfaces were identified in the above-referenced report to have detectable levels of lead, at concentrations less than 0.7 mg/cm² lead (the LBP standard) by X-Ray fluorescence.

Minor disturbance to lead-based painted components such as coring, drilling, sanding or scraping can be performed by a certified trained contractor with a minimum of 8-hour Lead in Construction Activities. With adequate training, the trained contractor may perform demolition activities of these materials were the planned work is not meant as lead-abatement activities. EPA RRP Training may be required if this facility is also considered a child-occupied facility in compliance with the EPA Lead RRP Rule definition. These work classifications are used as an adequate alternative for trade work involving electrical, lighting, plumbing, and miscellaneous disturbances were work is likely to disturbed lead containing components.

CONCLUSION

If any additional suspect materials other than those sampled are to be impacted or are discovered through renovation activity, further sampling would be required.

Asbestos containing and Lead-based painted components have been identified in this scope of work.

Additional asbestos-containing and lead-based painted materials may be present at this site. Care should be taken when demolishing materials that will open wall cavities or sealed ceiling areas. If any additional known, assumed, or suspected asbestos-containing materials or lead-based painted components are discovered during renovation, remodeling or demolition activities, contact an environmental consultant to determine the proper course of action.