

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) PAR No. 2001a
for

**PARDEE CENTER BUILDING 119
EXTERIOR LEAD ABATEMENT
PROJECT MONITORING**

Contact Person: Mark Stoller, Construction Scheduler
Phone Number: (209) 772-8205
E-mail Address: mark.stoller@ebmud.com

For information regarding this project contact the EBMUD representative listed above.

RESPONSE DUE
by
3:00 p.m.
on
12/23/2019
at
**EBMUD's
Pardee Center
Administration Office
3535 Sandretto Road
Valley Springs, CA 95252**



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EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. PAR 2001a

for

PARDEE CENTER BUILDING 119

EXTERIOR LEAD ABATMENT

PROJECT MONITORING

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe the PROJECT MONITORING of the contract for removal of the lead based paints and coatings from the exterior of Building 119 at Pardee Center.

East Bay Municipal Utility District (District) intends to award a contract to the lowest cost bidder whose response meets the District's requirements.

B. BIDDER QUALIFICATIONS

1. Bidder Minimum Qualifications

- a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of providing lead abatement monitoring services for at least three (3) years.
- b. Bidder shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFQ.

C. SPECIFIC REQUIREMENTS

1. Work Includes

Part A

- (1) Review bids for responsiveness to the project specifications and to ensure the low bidder's work safety plan and lead compliance plan are sufficient to comply with applicable regulations and to protect EBMUD's liability with regard to the lead hazards that could be created during this project.

Part B – *Contingent on Abatement Contract Award

- (2) Collect, organize, and maintain all contractor submittals the abatement contractor is required to submit.
- (3) Review all of the Contractor submittals.
- (4) Provide project over-sight at all times that the abatement contractor is on site.

- (5) Produce a daily log which documents the activities of the abatement contractor. Project monitor's log shall include, at a minimum:
 - (a) Descriptions of the work practices, engineering controls and personal protective equipment used by the contractor.
 - (b) Reporting of all safety meetings held by the contractor.
 - (c) Daily documentation of containment inspections.
 - (d) Documentation of the abatement contractor's supervisor and worker activities throughout each day on the project.
- (6) Ensure containment is cleaned up properly at the conclusion of each shift.
- (7) Stop work if contractor is conducting activities not allowed by the contract specifications, or activities which in any way increase the liability of EBMUD on the project.
- (8) Enforce abatement specifications and applicable regulatory requirements.
- (9) Conduct clearance visual inspection to ensure that no visible paint chips, dust or debris remains at conclusion of the project.
- (10) Conduct clearance sampling for soil and hard surfaces at the exterior of the building after site has passed the visual clearance inspection.
- (11) Review any requested or proposed changes to the contractor's work practices to ensure project remains compliant with applicable regulations and without increased liability to EBMUD.
- (12) Provide an organized collection of all submittals required by this specification and all specifications pertaining to the contractors work.
- (13) Monitor the Contractors work practices for removing all of the siding, window trim, window sills, door trim, soffit trim, exposed fascia, porch column wraps, porch column trim, and porch caps as part of the abatement process. The porch headers/trim and, porch ceiling material will need to be stripped in place. All paint remaining on the window frames is to be stripped down to the substrate.

- (14) Monitor waste disposal of all materials to minimize the generation of hazardous waste during the removal operation, the separation and identification of waste streams as necessary.
- (15) See the project specifications for more detailed project information and requirements.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	December 3, 2019
Non-Mandatory Pre-bid Job Site Walk	December 10, 2019 at 1:00 p.m.
Deadline for Submission of Questions	December 13, 2019 at 4:00 p.m.
Deadline for Issuance of Addenda	December 17, 2019 at 4:00 p.m.
RFQ Response Due Date	December 23, 2019 by 3:00 p.m.
Anticipated Monitoring Contract Award	January 21, 2020
Anticipated Contract Completion	July 17, 2020

Note: All dates are subject to change.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFQ ACCEPTANCE AND AWARD

1. It is the District's intent to award to the qualified bidder with the lowest total bid price.
2. The District has the right to void Part B of this contract if for any reason the Lead Abatement Contract is not awarded.
3. The District has the right to decline to award this contract or any part of it for any reason.
4. Any specifications, terms, or conditions issued by the District, in relation to this RFQ, may be incorporated into any purchase order or contract that may be awarded as a result of this RFQ.
5. Award of contract. The District reserves the right to reject any or all proposals, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after bids have been opened.

B. PRICING

1. Prices quoted shall be firm for the duration of the contract that may be awarded pursuant to this RFQ.
2. All prices quoted shall be in United States dollars.
3. Prevailing Wages:

All Contractors bidding on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any Subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any Subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor shall comply with the provisions of Section 1776 of the Labor Code of the State of California. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by Contractor of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

C. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFQ evaluation process, all entities who submitted a bid package will be notified in writing by e-mail or USPS mail with the name of the Bidder being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Protests must be in writing and must be received no later than seven (7) business days after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders or potential bidders only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFQ protest period.

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed or hand delivered to the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven day time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five business days from the date of receipt of the requesting organization's determination on the protest.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The bid protester must also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

D. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The District will notify the Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay General Service Provider in an amount not to exceed the total amount quoted in the RFQ response.

IV. RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFQ. The following persons are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Mark Stoller,
EBMUD - Water Supply Division / Pardee Section
E-Mail: mark.stoller@ebmud.com
PHONE: (209) 772-8205

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office
PHONE: (510) 287-0114

AFTER AWARD:

Attn: Mark Stoller,
EBMUD - Water Supply Division / Pardee Section
E-Mail: mark.stoller@ebmud.com
PHONE: (209) 772-8205

B. SUBMITTAL OF RFQ RESPONSE

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
2. Late and/or unsealed responses will not be accepted.
3. RFQ responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail (“e-mail”).
4. RFQ responses will be received only at the address shown below, must be SEALED, and must be received at the Pardee Center Administrative Office by 3:00 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the bidder unopened. All RFQ responses must be received at the stated address by the time designated.
5. RFQ responses are to be addressed/delivered as follows:

Mailed:

Mark Stoller, Construction & Maintenance Scheduler
East Bay Municipal Utility District
Pardee Center
Building 119 Exterior Lead Abatement Project Monitoring
RFQ No. PAR 2001a
3535 Sandretto Road
Valley Springs, CA 95252

Hand Delivered or delivered by courier or package delivery service:

Mark Stoller, Construction & Maintenance Scheduler
East Bay Municipal Utility District
Pardee Center Building
119 Exterior Lead Abatement Project Monitoring
RFQ No. PAR 2001a
3535 Sandretto Road
Pardee Center

Administration Office
Valley Springs, CA 95252

Proposer's name, return address, and the RFQ title must also appear on the mailing package.

6. Proposers are to submit one (1) original hardcopy RFQ response (Exhibit A – RFQ Response Packet), including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures.
7. All costs required for the preparation and submission of an RFQ response shall be borne by the Proposer.
8. California Government Code Section 4552: In submitting an RFQ response to a public purchasing body, the Proposer offers and agrees that if the RFQ response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFQ response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
9. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
10. The RFQ response shall remain open to acceptance and is irrevocable for a period of one hundred twenty (120) days, unless otherwise specified in the RFQ documents.
11. It is understood that the District reserves the right to reject any or all RFQ responses.

RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.

End of Section



EXHIBIT A
RFQ RESPONSE PACKET
RFQ No. PAR 2001a – Pardee Center Building 119
Exterior Lead Abatement Project Monitoring

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: _____
(Official Name of Proposer)

RFQ RESPONSE PACKET GUIDELINES

- **BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFQ RESPONSE WITH ORIGINAL INK SIGNATURES, CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - **EXHIBIT A – RFQ RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTION PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED BY PERSON SIGNING THE RFQ RESPONSE.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFQ RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFQ RESPONSE REJECTED IN WHOLE.**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFQ, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFQ RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE.**



BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFQ documents, including, without limitation, the RFQ, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFQ documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ.
4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFQ Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the bidder is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFQ response, the bidder certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Contractors who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFQ Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFQ.
9. The undersigned acknowledges that RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.

10. The undersigned bidder hereby submits this RFQ response and binds itself on award to the District under this RFQ to execute in accordance with such award a contract and to furnish the bond or bonds, and insurance required by the RFQ, subsequent Addenda, bidders Response Packet, and any attachments, shall constitute the Contract, and all provisions thereof are hereby accepted.

11. The undersigned acknowledges **ONE** of the following (please check only one box)*:

- ☐ Bidder is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- ☐ Bidder is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference and none will be given. For additional information on SBE/DVBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

RFQ No. PAR 2001a - PARDEE CENTER BUILDING 119 EXTERIOR LEAD ABATMENT PROJECT MONITORING

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General Service Provider, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFQ responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFQ process.

Description	Bid Cost (Numerical)
Cost of all materials, equipment, and labor required to complete PART "A" the project as described in RFQ No. PAR 2001a.	\$
Cost of all materials, equipment, and labor required to complete PART "B" the project as described in RFQ No. PAR 2001a.	\$
Total of PART A & B Bid Cost Combined (Numerical)	\$
Total of PART A & B Bid Cost Combined (Written Out)	\$



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the documentation listed below is required to be submitted with the Exhibit A – RFQ Response Packet. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFQ response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. Description of the Proposed Work:

RFQ response shall include a brief description of the proposed work. The description should include any limitations that the District should be aware of in evaluating the RFQ response.

2. Sustainability Statement:

- a. Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFQ, or in relation to the manufacture, delivery, or business practices of your firm.
- b. If applicable, please also provide any information you have available on the below:

3. Greenhouse Gas Emissions:

Has your firm taken steps to enhance its ability to assess, track, and address issues regarding the Greenhouse Gas (GHG) Emissions in answer to recent legislations such as the [Buy Clean California Act](#)? If so, please attach any data you can on the embedded greenhouse gas emissions in the production and transport of the products and/or services which will be provided via this RFQ. If this is not available, please describe the approach you plan to take in order to gather and report this information in the future.

- i. For further information on this topic, please see:
<http://www.ghgprotocol.org/scope-3-techincal-calculation-guidance>

4. References:

- a. Bidders must use the templates in the “References” section of this Exhibit A – RFQ Response Packet to provide references.

- b. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - i. Bidders must verify the contact information for all references provided is current and valid.
 - ii. Bidders are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
- c. The District may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this RFQ. The District reserves the right to contact references other than those provided in the RFQ response.

5. Exceptions, Clarifications, Amendments:

- a. The RFQ response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ documents, which shall be submitted with the bidder's RFQ response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFQ Response Packet.
- b. **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFQ RESPONSE DISQUALIFICATION.**

6. Contract Equity Program:

- (a) Every bidder must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES

RFQ No. PAR 2001a - PARDEE CENTER BUILDING 119 EXTERIOR LEAD ABATMENT PROJECT MONITORING

Proposer Name: _____

Proposer must provide a minimum of three references.

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

**RFQ No. PAR 2001a - PARDEE CENTER BUILDING 119
EXTERIOR LEAD ABATMENT
PROJECT MONITORING**

Proposer Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your bid the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

[Contract Equity Guidelines and Forms](#)

The CEP guidelines and forms can also be downloaded from the District website at the following link:

<http://ebmud.com/business-center/contract-equity-program/>

If you have questions regarding the Contract Equity Program please call (510) 287-0114.



EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFQ Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District, prior to award.

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

The following are the minimum insurance limits, required by the District, to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFQ:

INSURANCE

A. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves

the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

B. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

Waiver of Subrogation. Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

C. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.
\$2,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.

2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers *products and completed operations*.
8. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
9. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Contractor's performance under this agreement.
10. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)

Department:

Street Address: 375 11th Street, MS 702Mailing Address: P.O. Box 24055City, State, Zip: Oakland, CA 94623-1055**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**

District Purchase Order

Number:

(Completed by EBMUD)

Insured:

Address:

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**TYPE OF INSURANCE:** Workers' Compensation Insurance as required by California State Law.

The Workers' Compensation Carrier agrees to waive rights of recovery against District regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise. All Workers' Compensation coverage maintained or procured by permit Holder shall be endorsed to delete the subrogation condition as to District, or must specifically allow the named insured to waive subrogation prior to a loss.

INSURANCE COMPANY:**POLICY NUMBER:****POLICY**

From:

To:

TERM:

The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District at the Insured.

Signed:

Date:

Firm:

E-mail

Address:

Phone:

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or conditions of any contract or other document with respect to which this certificate or verification or insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)

Department: _____

Street Address: _____

Mailing Address: _____

City, State, Zip: _____

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____

Insured: _____

Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**TYPE OF INSURANCE:** Commercial General and Automobile Liability Coverage/Endorsements as required by agreement.**LIMITS OF LIABILITY:**

(MINIMUM)

\$2,000,000/Occurrence, Bodily Injury, Property Damage-General Liability

\$2,000,000/Occurrence, Bodily Injury, Property Damage-Auto Liability

SELF INSURED RETENTION (\$):

(Auto)

(GL)

(if applicable)

Aggregate Limits (AUTO)

(GL)

(if applicable)

INSURANCE COMPANY(IES):

(Auto)

(GL)

POLICY NUMBER(S):

(Auto)

(GL)

POLICY TERM:

From: (Auto)

(GL)

To: (Auto)

(GL)

THE FOLLOWING COVERAGES OR ENDORSEMENTS ARE INCLUDED IN THE POLICY(IES):

1. ☒ The District, its Directors, Officers and Employees are *Additional Insureds* in the policy(ies) as to work being performed under this agreement. ENDORSEMENT NO. _____
2. ☒ The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. ☒ The policy(ies) covers *contractual liability*.
4. ☒ The policy(ies) is written on an *occurrence* basis.
5. ☒ The policy(ies) covers District's Property in Consultant's care, custody and control.
6. ☒ The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. ☐ The policy(ies) covers *explosion, collapse, and underground hazards*.
8. ☒ The policy(ies) covers *products and completed operations*.
9. ☒ The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
10. ☒ The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. ☒ The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

IT IS HEREBY CERTIFIED that the above policies provide liability insurance as required by the agreement between the East Bay Municipal Utility District and the insured.

Signed _____

Address _____

Firm _____

Date _____

Phone _____

Exhibit C

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT**

**PARDEE CENTER BUILDING 119
EXTERIOR LEAD ABATEMENT
PROJECT MONITORING**

THIS AGREEMENT is entered into this ____ day of (*month*), 2020, by and between the **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, herein called "DISTRICT" and (*CONSULTANT'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity (a corporation, etc.)*) herein called "CONSULTANT".

WITNESSETH

Whereas, DISTRICT requires consulting services to (*need for project*); and such services are authorized by Purchase Order No. _____; and

WHEREAS, CONSULTANT represents that it has the experience, qualifications, staff expertise, and where necessary, the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner;

NOW, THEREFORE, it is mutually agreed by DISTRICT and CONSULTANT as follows:

1. Scope of Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein. The work to be performed pursuant to this Agreement shall be completed as outlined in the project schedule.
2. Compensation. DISTRICT agrees to pay CONSULTANT for services under this Agreement according to the attached Exhibit "B" and incorporated herein, provided that total costs shall not exceed the Agreement Ceiling of \$(*dollars*). CONSULTANT certifies that the proposed rates reflect the payment of prevailing wage rates where applicable.
3. Commencement of Work. This Agreement shall become effective upon execution of the second signature. CONSULTANT shall commence work upon receipt of DISTRICT's Notice to Proceed, which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will specify which tasks and/or optional services of the Scope of Services described in Exhibit "A" are authorized with ceiling prices within the Agreement Ceiling in paragraph 2 above. No work shall commence until the Notice to Proceed is issued.

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4. Billing and Payment. CONSULTANT shall invoice DISTRICT monthly for services rendered, setting forth a description of the costs incurred, the services performed, the date the services were performed, the amount of time spent on each date services were performed and by whom. CONSULTANT shall also provide any information which will assist DISTRICT in performing any audit of the invoices. CONSULTANT acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. DISTRICT will pay CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice. CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

5. Termination. This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.

If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that DISTRICT may condition payment of such compensation upon CONSULTANT's delivery to DISTRICT of any and all documents, data, designs, drawings, report, manuals, photographs, computer software, videotapes, and other materials provided to or prepared by CONSULTANT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same. Termination under this Paragraph 5 shall not relieve CONSULTANT of any warranty obligations or the obligations under Paragraphs 6 and 10.

6. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

7. Ownership of Materials Prepared. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.

Exhibit C

8. Designation of Consulting Personnel. CONSULTANT agrees that all services under this Agreement shall be performed under the direction of (*Consultant Project Manager's name*). Any change of personnel by CONSULTANT shall have DISTRICT approval. DISTRICT contact throughout the period of this Agreement shall be *Mark Stoller*, Project Manager.
9. Independent Contractor and Professional Responsibility of Consultant.
 - a. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work. CONSULTANT is an independent consultant and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT. CONSULTANT represents that it has all necessary licenses to perform the work and shall maintain them during the term of this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from its professional responsibility for the work performed.
 - b. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONSULTANT for accomplishing the results.
 - c. If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
 - d. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.
10. Indemnification

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CONSULTANT expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from CONSULTANT's, its associates', employees', subconsultants', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

11. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by DISTRICT. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by DISTRICT. The certificates shall be on forms approved by DISTRICT. *(see*

[Certificate of General and Auto Liability Insurance 8-11.doc](#)

[Certification of Workers Comp Insurance 3-26-10.doc](#)

[Certificate of Pollution Liability Insurance 8-23-11.doc](#)

Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. DISTRICT reserves the right to require CONSULTANT to provide insurance policies for review by DISTRICT.

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified), the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONSULTANT.

CONSULTANT shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, DISTRICT will accept a Self-Insured Certificate from the State of California. CONSULTANT shall require any subconsultant to provide it with evidence of Workers Compensation.

Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any damages as a result of failure to

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provide the waiver of subrogation from the insurance carrier.

CONSULTANT shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If CONSULTANT elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, CONSULTANT is required to notify the DISTRICT immediately. Any request to self-insure must first be approved by the DISTRICT before the changed terms are accepted. CONSULTANT shall require any subconsultant to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.

The following coverages or endorsements must be included in the policy(ies): *(Use only those coverages that apply and type [x] in boxes on Commercial General Liability Certificate. Questions should be directed to Risk Management, x0177.)*

1. The DISTRICT, its Directors, Officers, and Employees are Additional Insureds in the policy(ies) as to the work being performed under this Agreement.
2. The coverage is Primary and non-contributory to any other insurance carried by DISTRICT.
3. The policy(ies) cover(s) contractual liability.
4. The policy(ies) is/are written on an occurrence basis.
5. The policy(ies) cover(s) District's Property in Consultant's care, custody and control.
6. The policy(ies) cover(s) personal injury (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) cover(s) explosion, collapse and underground hazards.
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of owned, non-owned and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's

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performance under this agreement.

11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

CONSULTANT shall take out and maintain during the life of the Agreement, professional liability insurance (Errors and Omissions) with a minimum of \$1,000,000 of liability coverage. The policy will provide 30 days' written notice to DISTRICT for cancellation or reduction in coverage.

If Errors and Omissions or Pollution Coverage is written on a claims-made form, the following shall apply:

- a. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
 - b. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
 - c. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.
12. Time of the Essence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.
 13. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

EBMUD
P. O. Box 24055
Oakland, CA 94623
Attn: **Mark Stoller**

(Consultant's Name)
(Address)
Attn: *(Contact Person)*

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

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14. Entire Agreement and Governing Law. This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement of the parties, superseding all prior agreements written or oral and superseding the reverse side of the purchase order, between them on the subject.
15. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute its interest in this Agreement or any of its obligations herein without the written consent of DISTRICT. This Agreement may be modified only by a written amendment signed by the parties.
16. No Waiver. The DISTRICT'S waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The DISTRICT'S waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
17. No Discrimination. There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

18. Conflict of Interest. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the DISTRICT under this Agreement.
19. Term. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by DISTRICT.

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(NOTE: do not have a page break leaving signatures by themselves)

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
(Name),
(Title)

Date _____

(CONSULTING FIRM'S NAME, ALL CAPS & BOLD)

By: _____
(Name),
(Title)

Date _____

Rev. 6/21/19

EXHIBIT C

East Bay Municipal Utility District

PARDEE CENTER BUILDING 119 EXTERIOR LEAD ABATEMENT PROJECT MONITORING

SCOPE OF SERVICES

I. MONITORING SERVICES

CONSULTANT shall provide the following:

Monitor the Contractors work practices for removing all of the siding, window trim, window sills, door trim, soffit trim, exposed fascia, porch column wraps, porch column trim, and porch caps as part of the abatement process. The porch headers/trim and, porch ceiling material will need to be stripped in place. All paint remaining on the window frames is to be stripped down to the substrate. Process used for removal must be reflected in the lead safety plan and lead compliance plan submitted.

Monitor all other painted surfaces on the exterior of this building being removed or having paint stripped down to the substrate.

Monitor waste disposal of all materials to minimize the generation of hazardous waste during the removal operation, the separation and identification of waste streams as necessary.

This project consists of the removal of all paints and coatings on the exterior of Building 119 at East Bay Municipal Utility District's (EBMUD) Pardee Center in accordance with the Abatement Requirements & Scope of Work.

All paints are to be considered and handled as lead-based paints.

All work conducted on this project is to be conducted by CDPH certified personnel. This includes both abatement contractor personnel and consultant/project monitor personnel.

EXECUTION

MINIMUM PROJECT MONITORING REQUIREMENTS

Review bids for responsiveness to the project specifications and to ensure the low bidder's work safety plan and lead compliance plan are sufficient to comply with

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applicable regulations and to protect EBMUD's liability with regard to the lead hazards that could be created during this project.

Collect, organize, and maintain all contractor submittals the abatement contractor is required to submit as identified in the Abatement Requirements & Scope of Work specification and other specification sections.

Review all of the Contractor submittals for completeness and timeliness.

Provide project over-sight at all times that the abatement contractor is on site, including during containment set-up, abatement activities, on site waste management and containment removal as well as any other time the contractor is on site.

Produce a daily log which documents the activities of the abatement contractor. Project monitor's log shall include, at a minimum:

Descriptions of the work practices, engineering controls and personal protective equipment used by the contractor on a daily basis.

Reporting of all safety meetings held by the contractor.

Daily documentation of containment inspections to verify that set up and proper containment status are maintained prior to work commencing each day.

Documentation of the abatement contractor's supervisor and worker activities throughout each day on the project. This is to include pictures of ongoing work at the site.

Ensure containment is cleaned up properly at the conclusion of each shift.

Stop work if contractor is conducting activities not allowed by the contract specifications, activities which are in conflict with the abatement specification or activities which in any way increase the liability of EBMUD on the project.

Enforce abatement specifications written for this project and applicable regulatory requirements for this type of work. Project monitor is not to give direct direction to contractor workers, but may notify the contractor supervisor of deficiencies and recommend response actions, and may stop the project if identified deficiencies are not corrected in a timely manner.

Conduct clearance visual inspection to ensure that no visible paint chips, dust or debris remains at conclusion of the project.

Conduct clearance sampling for soil and hard surfaces at the exterior of the building after site has passed the visual clearance inspection. Conduct background soil sampling prior to the start of the project if requested by the Contractor.

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Review any requested or proposed changes to the contractor's work practices be they due to contractor request or recommended by the consultant to ensure project remains compliant with applicable regulations and without increased liability to EBMUD.

Provide an organized collection of all submittals required by this specification and all specifications pertaining to the contractors work.

II. PROJECT SCHEDULE

EVENT	DATE/LOCATION
RFQ Issued	December 3, 2019
Non-Mandatory Pre-bid Job Site Walk	December 10, 2019 at 1:00 p.m.
Deadline for Submission of Questions	December 13, 2019at 4:00 p.m.
Deadline for Issuance of Addenda	December 17, 2019 at 4:00 p.m.
RFQ Response Due Date	December 23, 2019 by 3:00 p.m.
Anticipated Monitoring Contract Award	January 21, 2020
Anticipated Contract Completion	July 17, 2020

Note: All dates are subject to change.

EXHIBIT C

**East Bay Municipal Utility District
PARDEE CENTER BUILDING 119
EXTERIOR LEAD ABATEMENT
PROJECT MONITORING**

COMPENSATION

A. Project Monitoring Costs

Part A - \$ _____

Part B - \$ _____

Combined Total - \$ _____

These costs are inclusive of all labor, materials, and equipment, including, overhead and profit. Unless expressly agreed in writing prior to expenses being incurred, the DISTRICT will not reimburse the CONSULTANT for the following types of costs and expenses, which shall be considered part of the CONSULTANT's overhead.

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONSULTANT's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of the DISTRICT's services area, DISTRICT approval to charge for vehicle usage and mileage and other travel expenses must be obtained prior to the expenses being incurred.
- Parking (DISTRICT does NOT provide parking to CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT shall be responsible for parking elsewhere).
- Postage, or for certified or registered mail. Extraordinary postage or overnight delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/FAX charges.
- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

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B. Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction.

1. All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
2. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
3. Pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
4. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
5. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
6. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
7. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

EXHIBIT C

8. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form
9. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
10. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code 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, such penalties shall be withheld from progress payments then due.
11. Pursuant to the provisions of Sections 1810, et seq. of the Labor Code the time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week, unless work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one half times the basic rate of pay.
12. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of the provisions of Labor Code, Sections 1810, et seq.
13. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar

EXHIBIT C

week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

14. In the performance of a public works contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof. In the event the Contractor or any Subcontractor willfully fails to comply with this requirement the Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
15. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

Rev. 8/1/19

End of Exhibit

Exhibit D

PROJECT MONITORING REQUIREMENTS

BUILDING 119 – PARDEE CENTER

This specification to be used in conjunction with ABATEMENT REQUIREMENT & SCOPE OF WORK – BUILDING 119 – PARDEE CENTER. Any perceived conflict between this document and the SOW noted directly above will be enforced per the project specific SOW.

PART 1 - GENERAL INFORMATION AND REQUIREMENTS

1.1 COMPLIANCE AND INTENT

- A. This project is being conducted because East Bay Municipal Utility District (EBMUD) wishes to remove all lead paints and coatings from the exterior of Building 119 at Camp Pardee. This approach makes the project a “Lead Abatement” project subject to CDPH Title 17 requirements.
- B. This work impacts both lead-based paints and lead-containing paints; however, for the purpose of this project monitoring specification and the abatement related specification sections for this project, all paints or coatings at this structure shall be considered lead-based. Any references to “lead-based,” “lead-containing,” and/or “lead paint” shall be inclusive of all paints or coatings at this structure which are to be considered lead-based, regardless of the specific lead content of the particular paint or coating, or the specific lead term used to describe it.
- C. It is the intent of EBMUD to permanently abate all lead containing and lead based paint on the exterior of this building. EBMUD is enlisting a third-party project monitor (Consultant) to provide project oversight and ensure the requirements of all specification sections for this project are maintained to ensure compliance with all applicable local, State and Federal regulations.

1.2 SUMMARY

- A. Work Includes
 - 1. Monitor the Contractors work practices for removing all of the siding, window trim, window sills, door trim, soffit trim, exposed fascia, porch column wraps, porch column trim, and porch caps as part of the abatement process. The porch headers/trim and, porch ceiling material will need to be stripped in place. All paint remaining on the window frames is to be stripped down to the substrate. Process used for removal must be reflected in the lead safety plan and lead compliance plan submitted.
 - 2. Monitor all other painted surfaces on the exterior of this building being removed or having paint stripped down to the substrate.

Exhibit D

3. Monitor waste disposal of all materials to minimize the generation of hazardous waste during the removal operation, the separation and identification of waste streams as necessary.
 - B. This project consists of the removal of all paints and coatings on the exterior of Building 119 at East Bay Municipal Utility District's (EBMUD) Pardee Center in accordance with the Abatement Requirements & Scope of Work.
 - C. All paints are to be considered and handled as lead-based paints.
 - D. All work conducted on this project is to be conducted by CDPH certified personnel. This includes both abatement contractor personnel and consultant/project monitor personnel.
- 1.3 RELATED WORK IN OTHER ABATEMENT CONTRACTOR SECTIONS
- A. 02 83 13 – Lead Hazard Control Activities
 - B. 01 35 44 – Environmental Requirements
 - C. Abatement Requirements & Scope of Work – Building 119 – Pardee Center
- 1.4 SUBMITTALS
- A. The Consultant shall submit to EBMUD all submittals required by this specification and the specifications pertaining to the contractors work. Compiled submittals must be presented in an organized manner which provides for ease of reference.
- 1.5 TRAINING REQUIREMENTS
- A. For this specification, all Consultants must be trained and certified CDPH Project Monitors.

PART 2 - EXECUTION

2.1 MINIMUM PROJECT MONITORING REQUIREMENTS

- A. Review bids for responsiveness to the project specifications and to ensure the low bidder's work safety plan and lead compliance plan are sufficient to comply with applicable regulations and to protect EBMUD's liability with regard to the lead hazards that could be created during this project.
- B. Collect, organize, and maintain all contractor submittals the abatement contractor is required to submit as identified in the Abatement Requirements & Scope of Work specification and other specification sections.
- C. Review all of the Contractor submittals for completeness and timeliness.

Exhibit D

- D. Provide project over-sight at all times that the abatement contractor is on site, including during containment set-up, abatement activities, on site waste management and containment removal as well as any other time the contractor is on site.
- E. Produce a daily log which documents the activities of the abatement contractor. Project monitor's log shall include, at a minimum:
 - 1. Descriptions of the work practices, engineering controls and personal protective equipment used by the contractor on a daily basis.
 - 2. Reporting of all safety meetings held by the contractor.
 - 3. Daily documentation of containment inspections to verify that set up and proper containment status are maintained prior to work commencing each day.
 - 4. Documentation of the abatement contractor's supervisor and worker activities throughout each day on the project. This is to include pictures of ongoing work at the site.
- F. Ensure containment is cleaned up properly at the conclusion of each shift.
- G. Stop work if contractor is conducting activities not allowed by the contract specifications, activities which are in conflict with the abatement specification or activities which in any way increase the liability of EBMUD on the project.
- H. Enforce abatement specifications written for this project and applicable regulatory requirements for this type of work. Project monitor is not to give direct direction to contractor workers, but may notify the contractor supervisor of deficiencies and recommend response actions, and may stop the project if identified deficiencies are not corrected in a timely manner.
- I. Conduct clearance visual inspection to ensure that no visible paint chips, dust or debris remains at conclusion of the project.
- J. Conduct clearance sampling for soil and hard surfaces at the exterior of the building after site has passed the visual clearance inspection. Conduct background soil sampling prior to the start of the project if requested by the Contractor.
- K. Review any requested or proposed changes to the contractor's work practices be they due to contractor request or recommended by the consultant to ensure project remains compliant with applicable regulations and without increased liability to EBMUD.
- L. Provide an organized collection of all submittals required by this specification and all specifications pertaining to the contractors work.

End of Exhibit

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) PAR No. 2001 for PARDEE CENTER BUILDING 119 EXTERIOR LEAD ABATEMENT

Contact Person: Mark Stoller, Construction Scheduler
Phone Number: (209) 772-8205
E-mail Address: mark.stoller@ebmud.com

For information regarding this project contact the EBMUD representative listed above.

RESPONSE DUE
by
3:00 p.m.
on
2/25/2020
at
**EBMUD's
Pardee Center
Administration Office
3535 Sandretto Road
Valley Springs, CA 95252**



EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. PAR 2001

for

PARDEE CENTER BUILDING 119

EXTERIOR LEAD ABATMENT

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EXHIBIT A - RFQ RESPONSE PACKET

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EXHIBIT E – LIST OF ACCEPTABLE TREATMENT AND DISPOSAL FACILITIES

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe the removal of all lead based paints and coatings from the exterior of Building 119 at Pardee Center.

East Bay Municipal Utility District (District) intends to award a contract to the lowest cost bidder whose response meets the District's requirements.

B. BIDDER QUALIFICATIONS

1. Bidder Minimum Qualifications

- a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of providing lead abatement services for at least three (3) years.
- b. Bidder shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFQ.

C. SPECIFIC REQUIREMENTS

1. Work Includes

- a. This project requires the removal of all paints and coatings found on the exterior of the residence known as Building 119 at East Bay Municipal Utility District's Pardee Center. This project includes removal of both lead-based paint and lead-containing paint by component removal or paint stripping for all exterior components coated or painted with any level of lead.
- b. Contractors are to remove all of the siding, window trim, window sills, door trim, soffit trim, exposed fascia, porch column wraps, porch column trim, and porch caps as part of the abatement process. The porch headers/trim and, porch ceiling material will need to be stripped in place. All paint remaining on the window frames is to be stripped down to the substrate.
- c. All other painted surfaces on the exterior of this building are to be removed or have paint stripped down to the substrate.
- d. Waste disposal of all materials is the responsibility of the Contractor.

- e. The District has retained the services of an independent third-party consultant to provide oversight of this project.
- f. See the project specifications for more detailed project information and requirements.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	January 21, 2020
Mandatory Pre-bid Job Site Walk	February 4, 2020 at 1:00 p.m.
Deadline for Submission of Questions	February 11, 2020 at 4:00 p.m.
Deadline for Issuance of Addenda	February 18, 2020 at 4:00 p.m.
RFQ Response Due Date	February 25, 2020 by 3:00 p.m.
Anticipated Contract Award Date	March 25, 2020
Submittal(s) Due Date	April 8, 2020
Lead Abatement Work Start Date	May 11, 2020
Lead Abatement Work Completion Date	June 19, 2020
Close Out Document Submission Due Date	June 26, 2020
Close Out Docs. Accepted - Project Complete	July 17, 2020

Note: All dates are subject to change.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFQ ACCEPTANCE AND AWARD

1. It is the District's intent to award to the qualified bidder with the lowest bid price.
2. The District has the right to decline to award this contract or any part of it for any reason.
3. Any specifications, terms, or conditions issued by the District, in relation to this RFQ, may be incorporated into any purchase order or contract that may be awarded as a result of this RFQ.
4. Award of contract. The District reserves the right to reject any or all proposals, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after bids have been opened.

B. PRICING

1. Prices quoted shall be firm for the duration of the contract that may be awarded pursuant to this RFQ.
2. All prices quoted shall be in United States dollars.
3. Prevailing Wages:

All Contractors bidding on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any Subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any Subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor shall comply with the provisions of Section 1776 of the Labor Code of the State of California. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by Contractor of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

C. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFQ evaluation process, all entities who submitted a bid package will be notified in writing by e-mail or USPS mail with the name of the Bidder being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Protests must be in writing and must be received no later than seven (7) business days after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders or potential bidders only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFQ protest period.

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed or hand delivered to the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven day time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five business days from the date of receipt of the requesting organization's determination on the protest.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The bid protester must also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

D. WARRANTY

1. Bidder expressly warrants that all services to be furnished pursuant to any contract awarded it arising from the Proposal will conform to the descriptions and specifications contained herein, and other representations, depictions, and will be free from defects, of workmanship. Proposer expressly warrants that all services to be furnished pursuant to such award will be sufficient for the purpose(s) intended. This warranty shall survive any inspections, acceptance, payment, or contract termination for any reason, by the District. Proposer warrants that all work and services furnished hereunder shall be guaranteed for a period of one year from the date of acceptance by the District.

E. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The District will notify the Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay General Service Provider in an amount not to exceed the total amount quoted in the RFQ response.

F. LIQUIDATED DAMAGES

1. A deduction for liquidated damages of \$250.00 per day will be assessed for not meeting performance requirements as prescribed in this RFQ within 120 calendar days of notice to proceed.

2. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due under the agreement arising from this RFQ.
3. In the event performance and/or deliverables have been deemed unsatisfactory, the District reserves the right to withhold future payments until the performance and/or deliverables are deemed satisfactory.

G. BONDS

1. The successful Proposer will be required to post and maintain a performance bond for five percent (5%) of the total contract amount with the District. Bonds must be on District forms attached to this RFQ as **Exhibit D - Bond Forms**.

IV. RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFQ. The following persons are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Mark Stoller,
EBMUD - Water Supply Division / Pardee Section
E-Mail: mark.stoller@ebmud.com
PHONE: (209) 772-8205

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office
PHONE: (510) 287-0114

AFTER AWARD:

Attn: Mark Stoller,
EBMUD - Water Supply Division / Pardee Section
E-Mail: mark.stoller@ebmud.com
PHONE: (209) 772-8205

B. SUBMITTAL OF RFQ RESPONSE

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.

2. Late and/or unsealed responses will not be accepted.
3. RFQ responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail (“e-mail”).
4. RFQ responses will be received only at the address shown below, must be SEALED, and must be received at the Pardee Center Administrative Office by 3:00 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the bidder unopened. All RFQ responses must be received at the stated address by the time designated.
5. RFQ responses are to be addressed/delivered as follows:

Mailed:

Mark Stoller, Construction & Maintenance Scheduler
East Bay Municipal Utility District
Pardee Center
Building 119 Exterior Lead Abatement
RFQ No. PAR 2001
3535 Sandretto Road
Valley Springs, CA 95252

Hand Delivered or delivered by courier or package delivery service:

Mark Stoller, Construction & Maintenance Scheduler
East Bay Municipal Utility District
Pardee Center Building
119 Exterior Lead Abatement
RFQ No. PAR 2001
3535 Sandretto Road
Pardee Center
Administration Office
Valley Springs, CA 95252

Proposer’s name, return address, and the RFQ title must also appear on the mailing package.

6. Proposers are to submit one (1) original hardcopy RFQ response (Exhibit A – RFQ Response Packet), including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures.

7. All costs required for the preparation and submission of an RFQ response shall be borne by the Proposer.
8. California Government Code Section 4552: In submitting an RFQ response to a public purchasing body, the Proposer offers and agrees that if the RFQ response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFQ response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
9. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
10. The RFQ response shall remain open to acceptance and is irrevocable for a period of one hundred twenty (120) days, unless otherwise specified in the RFQ documents.
11. It is understood that the District reserves the right to reject any or all RFQ responses.
12. RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.

END OF SECTION



Project Specifications PAR-2001

- 01 14 00 Work Restrictions
- 01 29 00 Payment Procedures
- 01 32 00 Construction Progress Schedule
- 01 33 00 Submittal Procedures
- 01 35 24 Project Safety Requirements
- 01 35 44 Environmental Requirements
- 01 35 53 Security Procedures
- 01 50 00 Temporary Facilities and Controls
- 02 83 00 Abatement Requirements & Scope of Work
- 02 83 13 Lead Hazard Control Activities (CDPH Lead Abatement)

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes special requirements and construction constraints that may affect the Work. These requirements and constraints are in addition to those appearing elsewhere in the specifications.
- B. Related sections:
 - 1. Section 01 35 24 – Project Safety Requirements
 - 2. Section 01 35 44 – Environmental Requirements
 - 3. Section 01 35 53 – Security Procedures
 - 4. Section 01 50 00 – Temporary Facilities and Controls

1.2 SUBMITTALS

- A. Certification that all requirements of agencies having jurisdiction over the Work have been satisfied.

1.3 WORK HOURS

- A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 4:00 p.m. Monday through Thursday. Friday work hours are limited to the hours from 7:00 a.m. to 3:00 p.m.
- B. Work in excess of eight hours per day, work on Saturdays, work on Sundays, or work on District holidays requires prior consent and is subject to Cost of Overtime Construction Inspection. Contractor shall provide notification no less than 96 hours prior to beginning scheduled work at night or on a Saturday, Sunday or District holidays.
- C. District holidays
 - 1. Holidays are:

Abatement

New Year's Day

Martin Luther King Day (3rd Monday in January)

Lincoln's Birthday

Washington's Birthday (3rd Monday in February)

Cesar Chavez's Birthday

Memorial Day (last Monday in May)

Independence Day

Labor Day (1st Monday in September)

Columbus Day (2nd Monday in October)

Veteran's Day

Thanksgiving Day and following Friday

Christmas Day

Day after Christmas

2. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

- a. Day after Christmas Exception:

- 1) When the Day after Christmas falls on a Saturday, the Day after Christmas holiday shall be observed on the following Monday.
- 2) When the Day after Christmas falls on a Monday, the Day after Christmas holiday shall be observed on the following Tuesday.

- D. Truck operations (haul trucks and delivery trucks) shall be limited to the daytime hours 7:15 a.m. and 3:45 p.m.

1.4 COST OF OVERTIME CONSTRUCTION INSPECTION

- A. Overtime construction work performed at the option of, or for the convenience of, the Contractor will be inspected by the District at expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays the charges will be as shown in the following schedule:

Charge per Hour

Associate Engineer	\$107.54
Assistant Engineer	\$101.43
Monitor/Consultant	\$100.06
Construction & Maintenance Scheduler	\$92.74
Construction Inspector	\$85.24

1.5 COOPERATION WITH OTHER WORK FORCES

- A. Other contractors, other utilities and public agencies or their contractors, other District contractors, and District personnel may be working in the vicinity during the project construction period.
- B. Any costs for providing cooperation with other work forces shall be considered as included in the bid price for the various contract items of Work and no separate payment will be made therefor.

1.6 MAINTENANCE OF FACILITY OPERATION

- A. The Contractor will be performing Work at or near operating water storage, treatment, and distribution sites. Under these conditions, extra precautions will be necessary to ensure that no damage occurs to those facilities, including piping, utilities, roads, and structures, that are to remain in operation and are not to be modified or replaced. Any temporary facilities, materials, equipment and labor required to achieve these objectives shall be provided by the Contractor at its own expense. At the completion of Work, all such temporary facilities, materials and equipment remaining shall be removed from the site.

1.7 CONSTRUCTION NOISE

- A. Noise-generating activities greater than 90 dBA (impact construction such as concrete breaking, concrete crushing, tree grinding, etc) shall be limited to the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday.

1.8 OUTSIDE AGENCY PERMITS

- A. The Contractor shall comply with all requirements of any permits and be responsible for all associated costs.
- B. Where requirements of the permits differ from those of the drawings and specifications, the more stringent requirements shall apply.
- C. Neither a building permit nor an electrical permit is required.

Abatement

1.9 AVAILABLE UTILITIES

- A. Non-Potable Water for wash-down, will be provided by the District as per Section 01 50 00. The water shall be drawn from the designated hydrant. The Contractor shall provide all other water.
- B. 120 volt power will be available

END OF SECTION

Reference Only

SECTION 01 29 00

PAYMENT PROCEDURES

1.1 GENERAL

- A. Payment will be made at the price bid for each item listed on the bid form or as extra work as provided in the General Conditions.
- B. Initial progress payment will not be made prior to approval by the District of the Schedule of Costs, the Construction Progress Schedule, the Subcontractor Payment Report (Form P-047), and the Schedule of Submittals.
- C. No subsequent progress payment will be made prior to receipt by the District of the monthly revision of the Construction Progress Schedule and of the Subcontractor Payment Report (Form P-047) as specified in Article 1.3 below.
- D. No subsequent progress payment will be made prior to receipt by the District of Certified Payrolls for the previous month. If the Certified Payrolls are not complete or contain errors, the District will withhold from payment the gross amount of the portion of previous month's payroll that is in question until the matter is resolved.
- E. The Contractor and its subcontractors of any tier shall also furnish the payroll records specified in Labor Code Section 1776 directly to the Labor Commissioner.
- F. The Contractor and its subcontractors shall provide copies of certified payroll records to the District throughout the duration of the Contract.

1.2 SCHEDULE OF COSTS FOR PAYMENTS

- A. Submit to the Engineer, within 10 work days after Notice to Proceed, four (4) copies of a Schedule of Costs. The Schedule of Costs shall be a detailed breakdown of labor, materials, and equipment required to perform and complete the contract.
- B. The total of the price breakdown shall agree with the lump-sum price bid. The price breakdown shall, as a minimum. Any additional breakdown of the Schedule of Costs, by quantities and prices of work and materials, considered necessary by the District will be as determined by the District. The price breakdown shall not be unbalanced, shall be subject to adjustment between the District and the Contractor, and will be used as a basis for progress payments.
- C. Acceptance of the Schedule of Costs by the District shall not relieve the Contractor of the responsibility of performing all the work needed to complete the project at the price bid.

1.3 SUBCONTRACTOR PAYMENT REPORT (FORM P-047)

- A. List all subcontractors on Subcontractor Payment Report (Form P-047, Appendix A). Furnish the following information:
 - 1. Name, address, phone number, and type of work to be performed.
 - 2. Contact name.
 - 3. White Men (WM), White Women (WW), or Ethnic Minority (EM) composition of ownership.
 - 4. Original dollar amounts, revised dollar amounts, total payments to date, and projected total payments.
- B. The listing of subcontractors shall be obtained from Contract Equity Program Summary (Form P-035) which will be prepared by the District after verifying information provided by the Contractor on Contract Equity Participation (Form P-040). A copy of Form P-035 will be furnished to the Contractor after award.
- C. Submit an updated Subcontractor Payment Report (Form P-047) showing dollars expended for each listed subcontractor no later than the 25th day of each month thereafter.

1.4 PROGRESS PAYMENTS

- A. The District will make an approximate measurement of all work performed by the Contractor through the 25th day of each calendar month for the purpose of making a progress payment.. The District will classify the work according to items listed on the Bid Form and will estimate the value thereof on the basis of the prices shown, or as extra work. The classification of the work performed and the value thereof will be based on the Schedule of Costs submitted by the Contractor.
- B. From the amount thus determined, five percent thereof will be deducted as retention by the District for performance security. The amount of all payments previously made to the Contractor and any amounts due the District from the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract will be deducted from the remainder.
- C. In addition to the retention under Paragraph B above, the whole or part of any payment of the estimated amount due the Contractor may be withheld as an additional retention if such course be deemed necessary to protect the District from loss due to the Contractor's failure to perform any of the following: (1) meet its obligations; (2) expedite the work; (3) correct rejected work; (4) settle damages as provided; or (5) produce substantial evidence that no claims will or have been filed, and/or if it has been determined that unpaid balances may be insufficient to complete the work.

- D. The remaining amount, after the deductions given above, will be paid as a progress payment by the District to the Contractor. Payment will normally be made on the third Friday of the succeeding month. If payment is not made within 30 days from the 25th day of the month for undisputed progress payments, then the District will pay interest to the Contractor in accordance with Section 20104.50 of the Public Contract Code.
- E. All material and work covered by progress payments thereupon become the sole property of the District, but this provision shall not be construed as relieving the Contractor from sole responsibility for all work upon which payments have been made or the restoration of any damaged work or as a waiver of the District's right to require fulfillment of all of the contract terms.

1.5 SUBSTITUTION OF SECURITIES

- A. Pursuant to Public Contract Code Section 22300 and upon Contractor's request, the District will make payment of funds retained from progress payments for performance security under Article 1.4, Paragraph B if the Contractor deposits in escrow with the District Treasurer or with a state- or federal-chartered bank acceptable to the District as escrow agent, securities eligible for the investment of District funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following terms and conditions:
 - 1. The Contractor shall bear the expense of the District and the escrow agent, either the District Treasurer or the bank, in connection with the escrow deposit made.
 - 2. Securities or certificates of deposit shall be of a value at least 100 percent of the amounts of retention to be paid to the Contractor pursuant to this section.
 - 3. The Contractor shall enter into an escrow agreement using the District's standard Retention Agreement form, which includes provisions governing inter alia:
 - a. The amount of securities to be deposited.
 - b. The Contractor shall be the beneficial owner of any securities substituted and shall receive any interest or dividends thereon.
 - c. The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited.
 - d. Conversion to cash to provide funds to meet defaults by the Contractor.
 - e. The decrease in value of securities on deposit.
 - f. The termination of the escrow upon completion of the Contract.

4. The Contractor shall obtain the written consent of the surety to the escrow agreement.
5. A copy of the District's standard escrow agreement form is available upon request. Submit three original copies executed by the escrow agent and the Contractor to the District.

1.6 FINAL PAYMENT AND RELEASE OF CLAIMS

A. Notice of acceptance and final payment:

Upon the completion of the work as determined by the District, a notice of Contract Acceptance will be issued and recorded with the County. The District will pay to the Contractor within 35 calendar days after filing of the notice of acceptance, or as soon thereafter as practicable, the remaining amount due the Contractor, less all prior payments and advances withheld whatsoever to or for the account of the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment, which throughout this contract is called "final payment".

B. Release of claims:

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall have delivered to the District a complete release of all claims against the District arising under and by virtue of this contract and related to undisputed amounts, including claims of subcontractors and suppliers of either materials or labor. If disputed contract claims in stated amounts are unresolved 35 calendar days after filing of the notice of Contract Acceptance, a progress payment of undisputed amounts and retained funds will be made by the District upon receipt of a release specifically excluding the disputed contract claims. Upon resolution of disputed claims, the Contractor shall execute a supplemental release and, upon delivery, the District will make final payment. A copy of the release form will be provided.

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Submit an Initial Construction Schedule for the work.
2. Submit updated Monthly Construction Progress Schedules after Notice to Proceed until contract completion.

B. By submitting the Initial Construction Schedule and each Monthly Construction Progress Schedule, the Contractor certifies that in the progress of preparing the initial contract schedule and the monthly updates, it has incorporated all relevant scheduling information. The Contractor, alone, is responsible for coordinating and scheduling all Work and is solely responsible for any claims from Subcontractors or suppliers arising from or related to the coordination and scheduling of their work.

C. Related Sections:

1. Section 01 33 00 – Submittal Procedures.

1.2 SUBMITTALS

- A. Initial and Monthly Construction Progress Schedules shall include seven (4) printed copies and an electronic copy of the schedule in Adobe Acrobat (.pdf).
- B. The Initial Construction Schedule shall be submitted within 10 work days after the Notice to Proceed.
- C. The Monthly Construction Progress Schedules shall be submitted before the 25th day of each month beginning with the month after submission of the Initial Construction Schedule.
- D. Submit all required schedules to the District for review. District will review the schedules and if unacceptable, return the review copy. If required by District, Contractor shall make any changes or corrections required by District and resubmit the schedule within 5 work days after receiving it from the District. Contractor is solely responsible for any means, methods, coordination or scheduling of the Work regardless of any review or comment by District.

1.3 DESCRIPTION

A. Initial Construction Schedule:

1. Prepare an Initial Construction Schedule with details as noted below.
2. The Initial Construction Schedule will at minimum be a time-scaled bar chart. A clear delineation of construction activities shall be shown on the Initial Construction Schedule.
3. Format:
 - a. Schedule shall be printed on 11" x 17" paper with title block indicating:
 - 1) Contract name and specification number.
 - 2) Data dates.
 - 3) Contractor name.
 - 4) Schedule revision number and update number.
4. The work activities comprising the Initial Construction Schedule shall be of sufficient detail to ensure adequate planning and execution of the Work and such that the schedules provide an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as a singular task that requires time and resources. Work activities shall be clearly labeled to identify the scope of work involved and shall have measurable beginning and ending points. No activity shall be less than one (1) nor more than twelve (12) days in duration nor exceed \$25,000 in value for any on-site operation unless otherwise accepted in writing by the District. This twelve day duration requirement does not apply to submittal preparation, submittal review, and delivery of materials.
5. In the preparation of Initial Construction Schedule, Contractor shall take into account all constraints and requirements specified.
6. Show the complete sequence of construction by activity.
7. Show the dates for the beginning and completion of each major element of construction conforming to all limitations listed.
8. The schedule shall include the project calendar(s) indicating all non-working periods and indicating all District Holidays that will be observed during construction.
9. Failure by Contractor to include any element of the work required for the performance of this Contract and completion of the Work shall not excuse

Contractor from completing all work required within the time for completion, notwithstanding Engineer's acceptance of the Initial Construction Schedule.

PART 2 - EXECUTION

2.1 BASELINE SCHEDULE

- A. If approved by the District, the Initial Construction Schedule (including any revisions required based upon the review), will be the Baseline Construction Schedule for the Project. District's Approval of the Baseline Construction Schedule is for conformance with contract requirements and does not relieve Contractor from its sole responsibility for means, methods, coordination or scheduling of the Work.
- B. Delay analyses will be based upon the Approved Baseline Construction Schedule or the latest approved Monthly Schedule in effect at the time of start of the alleged delay. No time extensions will be granted, nor delay damages paid until a delay occurs which extends the work beyond the contract milestones. In no event, however, will contract time be extended, or compensation granted, for potential delays that do not actually occur.
- C. The Baseline Construction Schedule shall be used by Contractor for executing the Work of the Contract, including planning, organizing and directing the Work, and reporting its progress until subsequently revised by a Monthly Construction Progress Schedule.
- D. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume the float associated with that non-critical Work activity and cause the Work activity to become critical. Contract Time will only be extended through written Change Orders signed by the District

2.2 MONTHLY CONSTRUCTION PROGRESS SCHEDULES

- A. Revise and submit Monthly Construction Progress Schedules to reflect actual progress to date and any changes in the plan to complete the work. Identify the first Monthly Construction Progress Schedule update as Revision 1 and number sequentially thereafter. The Monthly Construction Progress Schedule will contain all of the information required in the Initial Construction Schedule and the following:
 - 1. District directed work and Approved Change Orders including weather delays granted that affect Schedule logic, durations, milestones or add or delete activities.
 - 2. Actual Start and Finish dates for each activity started or finished since the last monthly update.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. The requirements of this section apply to all submittals in the Contract Documents.
2. Submit samples, drawings, permits, and data for the District's approval which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of this Specification. All submittals shall be written in Standard American English and all numerical data, whether in drawings, test reports, engineering calculations, manufacturer's literature, shall be in United States Customary System (USCS) measuring units (foot, pound, gallons, etc). All submittals shall be original quality and completely legible. Any obfuscation or loss of clarity of original which may result in ambiguous interpretation is not acceptable.
3. Submit a Schedule of Submittals.

B. Related sections:

1. Section 01 29 00 – Payment Procedures
2. Section 01 32 00 – Construction Progress Documentation
3. Section 01 61 00 – Common Product Requirements

1.2 PRODUCT HANDLING

- A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this section.
- B. Submit priority of processing when appropriate.

1.3 SUBMITTALS

A. Submittals shall include the following information:

1. A copy of the applicable section(s), with addendum updates included as appropriate.
- B. Any deviation from the contract documents not specifically requested and clearly identified, although accepted through oversight, may be rejected at any stage of the Work. The Contractor shall, at his own expense, reconstruct all work affected by the

later rejection of a contract deviation that was not specifically called and explained for review and acceptance by the District as detailed above.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

A. Scale required:

1. Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.

B. Type of prints required:

1. Make all shop drawing prints in blue or black line on white background..

C. Size of drawings required:

1. The overall dimensions of each drawing submitted to the Engineer shall be equal to one of the District's standard sheet sizes as listed below. The title block shall be located in the lower right hand corner of each drawing and shall be clear of all linework, dimensions, details, and notes.

Sheet Sizes
Height x Width
11" x 8-1/2"
11" x 17"

2.2 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- B. Clearly mark the literature with the materials and options being provided to illustrate conformance with the specification details.

2.3 SUBSTITUTIONS

A. District's approval required:

1. The contract is based on the methods described in the Contract Documents. Any Contractor-proposed substitutions are subject to the District's approval.
2. The District will consider proposals for substitution of methods only when such proposals are accompanied by full and complete technical data, and all other information required by the District to evaluate the proposed substitution.

3. Where substitutions are proposed for consideration, Contractor shall submit a written request for the substitution and shall show that it is equal to the specified item.
 - a. The Contractor shall perform all necessary work for making substitutions workable and shall bear any additional cost necessary because of the proposed substitution.
4. Substitutions not specifically requested, although accepted through oversight, may be rejected at any stage of the work. The Contractor shall, at his own expense, reconstruct all work affected by the later rejection of a substitution that was not specifically requested.

2.4 REPORTS

- A. Presentation format shall as a minimum, all reports shall be bound in an appropriately labeled binder, and contain the following elements:
 1. Facility title, including substructure number, equipment description, and applicable specification section.
 2. Table of Contents
 3. Introduction, including description of item, and purpose of report.
 4. Results shall be clearly identified.
 5. Final design details, ready for transmittal to design drawings or shop drawings.
 6. Professional Engineer's Seal or signature, as appropriate, of the individual(s) who prepared the calculations/reports.
 7. Appendices, as needed.

2.5 SUBMITTAL QUANTITIES

- A. Submit four (4) copies of all data and drawings unless specified otherwise.

PART 3 - EXECUTION

3.1 GENERAL

- A. Prepare and use a transmittal form for submittals that includes the following information:
 1. *Project name and specification number
 2. *Date of submittal

To:

East Bay Municipal Utility District
Pardee Center
3535 Sandretto Road
Valley Springs
ATTN: Mark Stoller

3. *"From:" Name and address of Contractor
4. Name and address of subcontractor
5. *Spec. Section, Article Number, Paragraph and Subparagraph Number and/or drawing number and detail references
6. *Submittal number
7. *Signature and title of transmitter
8. *Original submittal or resubmittal

Note: All transmittals shall include asterisked items as a minimum to be acceptable for review.

- B. Use the "Item Number" on the Schedule of the Submittal for the corresponding submittal number. On a resubmittal, add a numerical suffix to the original submittal number. For example, 6.1 indicates the first resubmittal of submittal Number 6.
- C. Use a separate transmittal form for each specific item for which a submittal is required. Transmittal of a submittal of multiple items using a single transmittal form will be permitted only when the items taken together constitute a "package" or when items are so related that review of the group as a whole is appropriate.
- D. If a submittal contains multiple items, then each item shall be clearly labeled throughout the submittal, or indexed in a manner eliminating confusion in identifying how each item relates to the whole.

3.2 COORDINATION OF SUBMITTALS

A. General:

1. Prior to submittal for District's review, use all means necessary to fully coordinate all material, including the following procedures:
 - a. Determine and verify all field conditions.
 - b. Coordinate as required with all public agencies involved.
 - c. Secure all necessary approvals from agencies having jurisdiction and signify with agency stamp, or other means, that approvals have been secured.

d. Clearly indicate all deviations from the Contract Documents.

B. Resubmittals:

1. The Contractor shall include a Comment and Response sheet with each resubmittal. The Comment and Response sheet shall be the first item after the submittal transmittal form. The Comment and Response sheet shall include each review comment (word for word) from the previous submittal cycle, followed by the Contractor's response clarifying how the comment has been addressed in the resubmittal. All responses shall at a minimum have a general description of what new information in the resubmittal addresses the review comment; and where in the resubmittal this new information can be located (tab number, page number, etc).

3.3 TIMING OF SUBMITTALS

A. General:

1. Make all submittals far enough in advance of scheduled dates to provide all required time for reviews, for securing necessary approvals, and for possible revision and resubmittal.
2. In scheduling, unless otherwise noted, allow at least ten (10) work days for the District's review, plus the transit time to and from the District office.

3.4 APPROVAL BY DISTRICT

A. Approval of each submittal by the District will be general only and shall not be construed as:

1. Permitting any departures from the contract requirements.
2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
3. Approving departures from additional instructions previously furnished by the District.

B. One copy of each submittal will be returned to the Contractor marked "Approved", "Approved as Noted", "Revise and Resubmit", or "Acknowledged Receipt", except that in some cases, all copies of a submittal may be returned to the Contractor marked "Returned without Review".

1. "Approved" indicates that item covered by the submittal may proceed provided it complies with requirements of the specifications. Final acceptance will depend upon that compliance.
2. "Approved as Noted" indicates that item covered by the submittal may proceed provided it complies with notations or corrections on the submittal and

requirements of the specifications. Final acceptance will depend on that compliance.

3. "Revise and Resubmit" indicates that the Contractor shall not proceed with any phase of the item covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations and requirements of the specifications.
 4. "Acknowledged Receipt" indicates that the item is required to be submitted for information or record purposes, and is not subject to review.
 5. "Returned without Review" indicates that the submittal was not reviewed due to the submittal being incomplete, illegible, inadequate, or otherwise failing to conform to the requirements of the specification. Contractor shall prepare a new submittal for this item.
- C. Resubmit revised data as indicated, in Four (4) copies unless otherwise specified.
- D. Work requiring approval shall not begin until the submittals for that work have been returned as "Approved" or "Approved as Noted".

3.5 CHANGES TO APPROVED SUBMITTALS

- A. A resubmittal is required for any proposed change to a submittal that has been "Approved" or "Approved as Noted". Changes which require resubmittal include, but are not limited to changes to procedures and test data. All resubmittals shall include an explanation of the necessity for the change.
- B. Minor corrections to an approved submittal may be accomplished by submitting a "Corrected Copy".

END OF SECTION

SECTION 01 35 24

PROJECT SAFETY REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Includes:

1. Be solely and exclusively responsible for maintaining job-site safety and compliance with all pertinent Groups and Articles set forth in Title 8, California Code of Regulations (Cal/OSHA), and Title 29, Code of Federal Regulations (OSHA; where applicable).
2. Contractor shall be the Creating, Controlling, and Correcting Employer for purposes of compliance with Cal/OSHA's multi-employer worksite rule (8 CCR 336.10) for itself and all of its site workers.
3. Meet with the District Representative prior to commencement of the Work to review the project safety requirements as applicable to the Contractor's procedures and to develop mutual understandings relative to compliance with the safety requirements and administration of the Contractor's project safety programs.

B. Site Activities

1. Control all harmful dusts, fumes, mists, vapors and gases exposures for all job-site workers, regardless of employer, so that respective permissible exposure limits (PEL) are not met or exceeded. Such hazards are contained in Title 8, California Code of Regulations (Cal/OSHA) § 5155 - Airborne Contaminants; Article 110 - Regulated Carcinogens; Construction Safety Order 1529 - Asbestos; and Construction Safety Order 1530.1 - Control of Employee Exposures from Dust-Generating Operations Conducted on Concrete or Masonry Materials.
2. Physically delineate and assign work areas and restrict access by unauthorized persons during the course of Work. See Section 01 35 53 Security Procedures for sign-in requirements.
3. Contractor shall not allow unsafe tools, equipment, or machinery to be brought onto the project. Unsafe tools, etc. shall be considered as those tools which are in need of repair, replacement, lacking proper maintenance, or are unsuitable for the task.
4. Contractor shall assemble, install, erect, and prepare safety related equipment, devices, and products in accordance with manufacturer specifications and recommendations. Manufacturer documentation shall be provided to the Engineer upon request.

5. Comply with the Federal Drug Free Workplace Act, Department of Transportation (DOT) testing regulations (49 CFR Part 32), CA State Vehicle Code (Section 34520) and all applicable legally valid rules and regulations regarding drug and alcohol misuse, including consumption, sale or possession.
6. Contractor personnel are specifically prohibited from bringing firearms, explosive devices, or other dangerous weapons on District property or while engaged in contract Work.
7. Contractor shall provide safe access for construction inspectors and other authorized District employees in order to inspect or review Work in progress.

C. Related Sections

1. Section 01 14 00 – Work Restrictions
2. Section 01 33 00 – Submittal Procedures
3. Section 01 35 44 – Environmental Requirements
4. Section 01 50 00 – Temporary Facilities and Controls
5. Section 02 83 13 – Lead Hazard Control Activities

1.2 DEFINITIONS

- A. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular and plural of the words and terms.
- B. Competent Person: As defined in Section 1504 of the Construction Safety Orders, Title 8, California Code of Regulations, one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them.
- C. Hazardous Substance: Defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Includes hazardous waste as defined herein.
- D. Exposure Assessment: An assessment of potential chemical and physical hazards encountered on the project site.
- E. OPU: Order Prohibiting Use. A tag affixed to a dangerous workplace condition or practice which constitutes an imminent hazard to workers. An OPU tag may be posted prohibiting entry to the worksite, or part of the worksite, use of machinery, devices, or apparatus.

1.3 SUBMITTAL OF PLANS AND PROCEDURES

A. General:

1. Prepare and submit in accordance with the applicable provisions of Section 01 33 00 – Submittal Procedures.
2. Allow 10 work days minimum for the District's review plus transit time to and from the District offices.
3. The plans and procedures identified in this Article 1.3 shall be kept current. New hazards, practices, or procedures identified during the course of the Work shall be submitted as revisions to the identified plans and procedures within 5 days of being identified.
4. One copy of each plan and procedure submitted will be returned marked "Reviewed", as described below, or "Acknowledged Receipt" or "Returned without Review" as described in Section 01 33 00 – Submittal Procedures.
 - a. "Reviewed" indicates that the plan has been reviewed for the protection of District employees in the Contractor work zones. Notations entered by the District will be applicable to District employees only.
 - b. Work described under the plan shall not begin until the submitted plan has been returned as "Reviewed" or "Acknowledged Receipt".

B. Project Safety and Health Plan:

1. Submit prior to start of the Work for the Engineer's review a Project Safety and Health Plan for the Work to be performed only if actual, potential, or anticipated hazards include: a) hazardous substances; or b) fall protection issues;. If the actual, potential, or anticipated hazards do not include one or more of these five hazards, no Plan is required.
2. Submit prior to start of Work the name of individual(s) who has been designated as:
 - a. Contractor's Project Safety and Health Representative
 - b. Submit principal and alternate Competent/Qualified Persons for:
 - 1) scaffolding; 2) fall protection systems and equipment; and 3) employee protective systems for trenches and excavations.
 - c. Qualified person to conduct and take samples and air measurements of known or suspect hazardous substance for personnel and environmental exposure. Sample results shall be submitted to the Engineer in writing and electronic format.

3. Plan shall include an emergency action plan in the event of an accident, or serious unplanned event (e.g.: gasoline break, fire, structure collapse, etc.) that requires notifying any responsive agencies (e.g.: fire departments, PG&E, rescue teams, etc).

C. Fall Protection Procedures

1. Submit fall protection procedures to the District for review prior to any work at heights at the jobsite.
2. The fall protection plan shall address control of fall hazards for any work occurring at heights greater than 7½ feet.
3. Procedures shall conform to applicable provisions of Sections 1669 through 1671.2, Title 8, California Code of Regulations.
4. The plan shall address scaffolds when used on site.
5. The plan shall address manlift equipment when used on site.
6. The plan shall address rescue of workers who may fall.

D. Accident Reports

1. Upon request of the District, complete and submit an accident investigation report. See Article 3.3.

1.4 TRAINING REQUIREMENTS

- A. Ensure that all personnel who, as the result of work on this contract, will likely be exposed to hazardous conditions or hazardous substances at the site have received the appropriate training for the hazards they may encounter. Establish minimum training requirements and do not allow untrained workers to enter or perform Work at the site.

1.5 FIRE PREVENTION AND PROTECTION

- A. Perform all Work in a fire-safe manner and supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. Comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standards for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.
- B. A long-handled, round-point shovel, or a fire extinguisher shall be kept at an accessible (unlocked) location on the construction site at all times.
- C. Portable equipment with internal combustion engines shall be equipped with a spark arrestor to reduce the potential for igniting a wildfire. Such equipment shall be maintained to ensure proper functioning of spark arrestor.

- D. For all work occurring between April 1 and December 1, or any other periods during which a high fire danger has been identified:
1. Equipment that could produce a spark, fire, or flame shall not be used within 10 feet of any flammable materials.
 2. Portable tools powered by gasoline-fueled internal combustion engines shall not be used within 25 feet of any flammable materials.
 3. Neatly stack all combustible materials away from structures within construction site and have all combustible growth cleared 15-feet around the stack.
- E. During construction, maintain an unobstructed horizontal clearance at access drives of not less than the required width of the access drives, and an unobstructed vertical clearance of not less than 13 feet 6 inches above all roadways.

PART 2 - NOT USED

PART 3 - EXECUTION

3.1 PROJECT SAFETY AND HEALTH PLAN

A. General:

1. A copy of the Contractor's Project Safety and Health Plan shall be available at the construction site while fall protection, or LOTO are being performed, or hazardous substances are present
2. Contractor's Project Safety and Health Plan shall apply to all personnel working at, or visiting the site including, but not limited to, Contractor's employees, suppliers, truckers, and District personnel.
3. The Contractor's Project safety and health representative shall verify that all persons are in compliance with applicable safety and health requirements, and take action to ensure compliance where deficiencies are identified.
4. Provide the District a minimum of 48 hours advance notice of time and location of pre-entry briefings so that District personnel, who are required to enter the Project, may attend. A record of attendance shall be provided to the District within 24 hours after the briefing.
5. Contractor shall take representative personnel air samples for employee exposure to dust, fume, mist, and vapors of materials and substances brought onto the project or generated during the course of Work on the project. See paragraph B. below.
6. Exercise extreme care when handling or disposing of materials or substances that are listed as hazardous substances in Section 339 of Chapter 3.2,

California Occupational Safety and Health Regulations, Title 8, California Code of Regulations, or in Title 26 (Toxics) of the California Code of Regulations, or as evidenced by the manufacturer's SDS.

B. Sampling and Testing of Samples Collected for Exposure Analysis:

1. Be responsible for all sampling, including sampling for airborne contaminants, and testing of materials suspected of containing hazardous substances to determine if such materials pose potential safety & health exposure hazards. All sampling shall be conducted by qualified persons, and testing shall be performed by an OSHA certified laboratory.
2. Copies of the results of testing and sampling shall be made available to the Engineer within 5-days of time of receipt from the certified laboratory.
3. Each sample shall have an identifying sample number assigned by the Contractor when the sample is taken with the prefix SPEC PAR 201.
 - a. Each sample number shall be included on the sampling chain of custody and in all reports, correspondence, and other documentation related to the sample. Each sample shall have a sampling chain of custody.
 - b. Chain of custody shall show the name and organization of each person having custody of the sample, and shall also show the sample number, job name and location, time of day and date sample taken, material sampled, and tests to be performed.

3.2 HAZARDOUS CONDITIONS

A. Fall Protection:

1. Section 1670 of the Construction Safety Orders, Title 8, California Code of Regulations, requires protective measures to be implemented whenever a worker is exposed to falls greater than 7½ feet.
2. On site activities shall conform to the requirements set forth in Sections 1669 through 1671.2, Title 8, California Code of Regulations.

3.3 ACCIDENT REPORTS

- A. Report any serious injury to the District immediately. Examples of reportable injuries: broken limbs, amputation, chemical asphyxia, etc. Contractor is solely and exclusively responsible for notifying Cal/OSHA within 8-hours of the occurrence of a serious injury or fatality. Also promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses. Reports shall document the root cause of the accident, if the accident was preventable, and how the accident will be prevented from reoccurring. Furnish further information to the District as requested.

- B. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, arising out of or in connection with the performance of the Work, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.
- C. Notify the Engineer if representatives of Cal/OSHA or any other regulatory agency arrives at the job-site for any purpose, including inspections, consultations, or investigations. The notification shall be made to the Engineer within 30-minutes of the arrival of the representative to the project.

END OF SECTION

SECTION 01 35 44

ENVIRONMENTAL REQUIREMENTS

This specification to be used in conjunction with ABATEMENT REQUIREMENT & SCOPE OF WORK – BUILDING 119 – PARDEE CENTER. Any perceived conflict between this document and the SOW noted directly above will be enforced per the project specific SOW.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Contractor shall be responsible for maintaining compliance with applicable Federal, State and Local environmental regulations, including notifications to the Calaveras County Air Pollution Control Board, in its execution of the Work.
2. Contractor shall obtain, pay for, comply with, and where necessary at the end of the Work, properly terminate all necessary local (including Calaveras County Air Pollution Control Board), state and federal permits, to perform the Work as specified.
3. Contractor shall implement all required environmental plans, procedures, and controls during performance of the Work.
4. Contractor shall characterize all solid wastes and liquid wastes per the specification language.
5. Meet with the District and Project Monitor prior to commencement of the Work to review the project environmental requirements as applicable to the Contractor's procedures and to develop mutual understandings relative to compliance with the environmental protection requirements and administration of the Contractor's environmental pollution control programs.

B. Site Activities

1. No debris including but not limited to, demolition material, treated wood waste, stockpile leachate, soil, silt, sand, bark, slash, sawdust, asphalt, rubbish, paint, paint chips, oil, cement, concrete or washings thereof, oil or petroleum products, or other organic or earthen materials from construction activities shall be allowed to enter into storm drains or surface waters or be placed where it may be washed by rainfall or runoff outside the construction limits. When operations are completed, excess materials or debris shall be removed from the work area as specified in the Construction and Demolition Waste Disposal Plan.

2. Excess material shall be disposed of in locations approved by the District consistent with all applicable legal requirements and disposal facility permits.
3. Do not create a nuisance or pollution as defined in the California Water Code. Do not cause a violation of any applicable water quality standards for receiving waters adopted by the Regional Board or the State Water Resources Control Board, as required by the Clean Water Act.
4. Clean up all spills and immediately notify the Project Manager in the event of a spill.
5. Stationary equipment such as motors, pumps, and generators, shall be equipped with drip pans.
6. Construction staging areas shall be graded, or otherwise protected with Best Management Practices (BMPs), to contain surface runoff so that contaminants such as oil, grease, and fuel products do not drain towards receiving waters including wetlands, drainages, and creeks.
7. All construction equipment shall be properly serviced and maintained in good operating condition to reduce emissions. Contractor shall make copies of equipment service logs available upon request.
8. Any chemical or hazardous material used in the performance of the Work shall be handled, stored, applied, and disposed of consistent with all applicable federal, state, and local laws and regulations.

1.2 DEFINITIONS

- A. Characterization: Identification of chemical, microbiological, or radiological constituents of solid wastes, liquid wastes, and imported backfill materials. Characterization typically involves sampling and analysis performed by a laboratory that complies with and is certified under the Environmental Laboratory Accreditation Program (ELAP) of the California Department of Health Services.
- B. Hazardous waste: A waste or combination of wastes as defined in 40 CFR 261.3, or regulated as hazardous waste in California pursuant to Chapter 11, Division 4.5, Title 22, California Code of Regulations, and Chapter 6.5, Division 20, California Health and Safety Code, or those substances defined as hazardous wastes in 49 CFR 171.8.

1.3 RELATED WORK IN OTHER SECTIONS

- A. 02 83 13 – Lead Hazard Control Activities
- B. Abatement Requirements & Scope of Work – Building 119 – Pardee Center

1.4 SUBMITTALS

A. Construction and Demolition Waste Disposal Plan:

1. Prepare a Construction and Demolition Waste Disposal Plan and submit a copy of the plan for the District's acceptance prior to disposing of any material.
 - a. The plan shall identify how the Contractor will remove, handle, transport, and dispose of all materials required to be removed under this contract in a safe, appropriate, and lawful manner in compliance with all applicable regulations of local, state, and federal agencies having jurisdiction over the disposal of removed materials.
 - b. The Contractor shall procure the necessary permits required by the local, state, and federal agencies having jurisdiction over the handling, transportation, and disposal of construction and demolition waste.
 - c. Include a list of reuse facilities, recycling facilities and processing facilities that will be receiving recovered materials.
 - d. Identify materials that are not recyclable or not recovered which will be disposed of in a landfill (or other means acceptable by the State of California and local ordinance and regulations).
 - e. List the permitted landfill, or other permitted disposal facilities, that will be accepting the disposed waste materials.
 - f. Identify each type of waste material to be reused, recycled or disposed of and estimate the amount, by weight.
 - g. Plan shall include the sampling and analytical program for characterization of any waste material, as needed, prior to reuse, recycle or disposal.
2. Materials or wastes shall only be disposed of at facilities approved of by the District, as provided in Exhibit E. District to provide list of approved facilities.
3. Submit permission to reuse, recycle, reclaim, or dispose of material from reuse, recycling, reclamation, or disposal site owner along with any other information needed by the District to evaluate the acceptability of the proposed reuse, recycling, or disposal site and obtain acceptance of the District prior to removing any material from the project site.
4. All information pertinent to the characterization of the material or waste shall be disclosed to the District and the reuse, recycling, reclamation, or disposal facility. Submit copies of any profile forms and/or correspondence between the Contractor and the reuse, recycling, reclamation, or disposal facility.

5. Submit name and Environmental Laboratory Accreditation Program Certificate number of laboratory that will analyze samples for suspected hazardous substances. Include statement of laboratory's certified testing areas and analyses that laboratory is qualified to perform. Submit prior to any laboratory testing.

B. Hazardous Waste Manifests:

1. Contractor shall use the "Uniform Hazardous Waste Manifest," EPA form 8700-22. The manifest must be printed by a USEPA approved printer as listed at:
<http://www.epa.gov/epawaste/hazard/transportation/manifest/registry/printers.htm>.
Contractor shall prepare and District will review all hazardous waste manifests for acceptability prior to use.
2. Submit the "Generator's Initial Copy" and a legible photocopy of the first page of hazardous waste manifests, land disposal restriction forms, or other documentation required by applicable regulations governing transport and disposal of hazardous wastes for disposal of hazardous substances within 5 days of off haul.
3. Submit proof that the transporter is certified by the State to transport hazardous wastes prior to any off haul of hazardous wastes.
4. Submit name of disposal site where hazardous waste will be disposed of for District's approval. Hazardous waste may only be disposed of at hazardous waste disposal facilities approved by the District.

C. Analytical Test Results:

1. Submit laboratory analysis results of samples taken and analyzed, include collection methods, locations, and frequencies.
 - a. Include analytical methods for each material sampled.
 - b. Include sampling chain of custody from testing laboratory and QA/QC reports.
 - c. Specify any follow-up analysis to be run based on results.
 - d. Submit results of all follow-up analysis.
2. Provide characterization of all solid wastes, liquid wastes, and imported fill materials to the Project Manager prior to movement of those materials.

PART 2 - EXECUTION

2.1 SAMPLING AND ANALYSIS

A. Sampling and Testing of Materials:

1. All sampling shall be conducted by a CDPH certified Inspector/Assessor if collected prior to the creation of the waste streams. Testing shall be performed by a laboratory that complies with and is certified under the Environmental Protection Agency's National Lead Laboratory Accreditation Program (NLLAP) and the State of California's Environmental Laboratory Accreditation Program (ELAP) of the California Department of Health Services.
2. Sampling and analysis of wastes shall be conducted according to methods listed in Environmental Protection Agency Document SW 846. Sampling and analysis of wastes and solids shall be representative of total waste volume.
 - a. At a minimum, analytical work, conducted on spent abrasive, paint debris and soil shall include EPA 8080 STLC, TTLC, and TCLP; EPA 6010 and 7000 series for 17 metals (see below), STLC, TTLC, and TCLP.
 - b. Metal analysis shall include the following metals: Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Cobalt, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium and Zinc.
3. Each sample shall have an identifying sample number assigned by the Contractor when the sample is taken. Sample number shall be included on the sampling chain of custody and in all reports, correspondence, and other documentation to the sample. Each sample shall have a sampling chain of custody. Chain of custody shall show the name and organization of each person having custody of the sample, and shall also show the sample number, job name and location, time of day and date sample taken, material sampled, and tests to be performed.
4. An employee or representative of the District may witness sampling and may take samples for District records and for additional analyses if required. Notify the Project Manager at least 7-days prior to sampling.

2.2 WASTE DISPOSAL

- A. Project Monitor will review laboratory analysis results for District acceptance of Contractor Characterization of waste classification.
- B. District will obtain a Hazardous Waste Generator's EPA ID Number if required for disposal of hazardous wastes.

- C. District will give Contractor written notice to dispose of all or a portion of the waste material at a Class I disposal site if the Engineer determines that such disposal is required based on review of Contractors waste characterization and the analytical results of samples collected.
- Non-hazardous waste shall be disposed as outlined in the approved Construction and Demolition Waste Disposal Plan.
- D. Waste materials from different sites shall not be transported or mixed until the material is determined to be non-hazardous. Excavation materials shall be stored or stockpiled at each site until classified and accepted for movement by the Engineer.
- E. Transport materials and/or wastes in accordance with all local, state, and federal laws, rules, and regulations.
- F. Contractor shall be responsible for all costs of disposal of construction and demolition waste material and liquid wastes, along with any waste generated by the Contractor's work including Hazardous Waste generated from hazardous materials identified in Document 00 31 24 Material Assessment Information except as outlined in paragraph C.

END OF SECTION

SECTION 01 35 53

SECURITY PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Requirements of this section apply to work sites located at or near critical District facilities or infrastructure. This project involves:
 - a. Staffed facilities.
2. Contractor shall comply with the District's protocol as described herein for personnel identification, site access control, and contractor deliveries.
3. Unless otherwise specified in the Contract Documents, Security of this (these) site(s) and the Contractor's equipment and tools shall be the Contractor's responsibility from commencement of work through contract completion.
4. Contractor's site security monitor shall be on-site and available at all times while work is being performed ensuring that requirements of this section are met. This individual may be the superintendent.

B. Related Sections:

1. Section 01 14 00 – Work Restrictions
2. Section 01 35 24 – Project Safety Requirements
3. Section 01 50 00 – Temporary Facilities and Controls

1.2 SUBMITTALS

- A. At the end of the workday, provide daily sign-in log to the District or Project Monitor identifying all personnel on the job for that workday. Log shall include: individuals' full name, company and company phone number.
- B. Contractor shall verify that each employee has valid proof of his/her identity and that those employees who drive are properly licensed.
- C. Submit name of individual(s) designated as the site security monitor(s), and that individual's cell phone contact number.

1.3 PERSONNEL IDENTIFICATION

- A. Contractor shall provide the District with a list of contractor's personnel and all people associated with the work. The Contractor shall repeat this procedure when additional staff is added during the course of the project.
- B. Record Keeping
 - 1. Contractor shall keep a written record of the name, employer, work telephone number and a copy of the current driver's license or current State issued identification card of each person.
- C. Contractor and all other people associated with the work that enter the site are required to possess and carry a valid and current California Driver's License, California Identification Card (issued by the California Department of Motor Vehicles), or current driver's license or photo identification card from another State in the United States. This identification shall include a photograph and signature of the holder. Personnel without such identification shall be removed from the site by the Contractor.
- D. The District reserves the right to deny access to the site to any person as allowed by law.

1.4 SITE ACCESS CONTROL

- A. At the end of each workday, any gates, doors, windows, and exterior ladders, etc. shall be secured, closed, and locked.
- B. At the end of each workday secure all equipment, hazardous materials, tools, materials, and flammable fluids. The Contractor shall assure only authorized personnel have access to equipment, hazardous materials, tools, materials, and flammable fluids.
- C. Facility perimeter gates are normally opened only for emergency or infrequent vehicle ingress/egress. Perimeter gates are to be kept closed at all other times.
- D. The Contractor is advised that all persons seeking entry to the site will be required to show proof of identification (e.g. driver's license). All Contractor's trucks and drivers are subject to the same identification and search requirements.
- E. At all times, security measures at the site shall, at a minimum, be equal to the security measures prior to initiation of the project.

1.5 DAILY SITE ACCESS PATH

- A. General:
 - 1. All personnel shall take the most direct path from their point of site entry to their work area and shall not loiter in non-work areas.

B. At Pardee Reservoir

1. All personnel shall access the site via the Pardee Center North or South Gates.
2. Contractor's personnel shall use contractor-provided restroom facilities.

1.6 VEHICLE AND EQUIPMENT SEARCH

- A. All vehicles on District property may be searched for items that may pose a threat to the facility or to personnel.

1.7 PHOTO CONTROL

- A. Restrict photos to work zone.
- B. The District reserves the right, at any time, to disallow photography at any site, of any District facilities, equipment, or processes which are deemed to be sensitive in nature, either due to current threat-level conditions or internal assessment of the business need and benefit to the District.

1.8 CONTRACTOR DELIVERIES

- A. All deliveries shall be made during normal work hours as defined in Section 01 14 00 Work Restrictions.
- B. Freight and bulk deliveries:
1. Truck drivers will be subject to the identification requirements as specified in Article 1.3 of this section.
- C. All freight and bulk deliveries made to the site may be subject to search and inspection regardless of the final delivery destination. The Contractor shall inform all delivery companies and drivers in advance that all freight entering the site is subject to search.

1.9 PRODUCTIVITY LOST AND COST INCURRED DUE TO SECURITY REQUIREMENTS

- A. Time lost and/ or costs incurred due to compliance with District security measures (e.g., deliveries or personnel held at the gate without identification, refusal of package deliveries, etc.) shall be deemed an inexcusable delay.

1.10 PAYMENT

- A. Full compensation for doing all work and furnishing all materials required to comply with site security requirements as specified in these Specifications shall be included in the price bid for the contract.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work includes: Provide temporary construction facilities, utilities, and controls needed for the work.
- B. Furnished by the District:
 - 1. Water: The District will make available non-potable water without charge. See Section 01 14 00 Work Restrictions.
 - 2. Electric Power: The District will furnish 110 volt, 20A AC electric power. The supply of power may not be available during electrical system shutdowns.
- C. Related Sections
 - 1. Section 01 14 00 – Work Restrictions.
 - 2. Section 01 35 44 – Environmental Requirements
 - 3. Section 01 35 53 – Security Procedures

PART 2 - NOT USED

2.1 TEMPORARY UTILITIES

- A. Contractor shall provide and pay for all necessary temporary high-speed internet, telephones, power, and sanitary accommodations.
- B. Provide one sanitary unit(s) for each 10 Contractor employees. Sanitary units shall be serviced once a week or more frequently if conditions require it.
- C. The temporary facilities to be provided by the Contractor as described above shall conform to all requirements in regard to operation, safety, and fire hazards of State and local authorities and of Underwriters.

2.2 WATER

- A. Provide all potable water required for drinking or other purposes for Contractor.
- B. Plan and perform work in a manner which will avoid waste of water.

2.3 TRASH CONTROL

- A. All food waste shall be placed in closed containers and disposed of daily at an authorized disposal site, as necessary, to avoid attracting animals. The Work Area and other construction areas shall be checked daily by Contractor, and any garbage shall be collected and removed by the end of each day.
- B. Keep the Work Area and other areas used in a neat and clean condition, and free from any accumulation of rubbish. Dispose of all rubbish and waste materials of any nature occurring at the construction site, and establish regular intervals (end of each week at a minimum) for collection and disposal of such materials and waste. Keep roads free from rubbish, and unnecessary obstructions. Disposal of all rubbish and surplus materials shall be off the construction site in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

2.4 DUST AND LITTERING

- A. Provide and maintain dust control to prevent operations from causing dust damage or nuisance to property or persons.
- B. All trucks shall be loaded in a manner which will prevent dropping of materials or debris on streets. The loads shall be trimmed and all material shall be removed from shelf areas of vehicles to prevent spillage. Take precautions when necessary to avoid creating dust and littering by watering the load after trimming and by promptly sweeping the pavement to remove dirt and dust.
- C. See also Section 01 35 44 – Environmental Requirements.

2.5 CONSTRUCTION CLEANING

- A. Maintain the site and all stored items in a neat and orderly condition allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- B. Sweep the street in the work area with a wet power vacuum street sweeper as necessary. The sweeper shall be equipped with a dust suppression system and capable of collecting rock, gravel, sand and dust.
- C. Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final cleaning to enable the District to accept a completely clean project.

2.6 SAFETY

- A. Provide and maintain such fences, barricades, signs, and warning lights as may be required to provide safety against accidents and to comply with all permit requirements. See also Section 01 35 24 – Project Safety Requirements.

2.7 PETS, CAMPING, FIREARMS, AND USE OF AREA

- A. No camping shall be allowed on the Work area or at any construction site. Only authorized off-site, established camping areas may be used by construction personnel.
- B. No pets shall be allowed on the Work area, staging areas, access roads, or any other construction sites.
- C. Possession of firearms shall be prohibited in the Work area or any construction site. This includes firearms displayed in gun racks, contained in vehicles, or any other container or storage feature. See Section 01 35 53 Security Procedures.
- D. Construction workers and other Contractor personnel, equipment, materials, spoil, and all activities shall stay within the designated Work area or facility site during Work activities. Exceptions that will not cause environmental impacts may be granted only after permission is obtained from the property Owner and approved by the Engineer.

2.8 RESTORATION

- A. Site and facilities shall be returned to their original "as-found" condition at the completion of the project.
- B. A final inspection and acceptance by the agency having jurisdiction will be required prior to acceptance by the District.

END OF SECTION

SECTION 028300
ABATEMENT REQUIREMENTS & SCOPE OF WORK

BUILDING 119 – PARDEE CENTER

PART 1 - GENERAL INFORMATION AND REQUIREMENTS

1.1 COMPLIANCE AND INTENT

- A. This project is being conducted because East Bay Municipal Utility District (EBMUD) wishes to remove all lead paints and coatings from the exterior of Building 119 at Pardee Pardee. This approach makes the project a “Lead Abatement” project subject to CDPH Title 17 requirements.
- B. This work impacts both lead-based paints and lead-containing paints; however, for the purpose of these project specifications (this Scope of Work and all other specifications and specification sections for this project) all paints or coatings at this structure shall be considered lead-based. Any references to “lead-based,” “lead-containing,” and/or “lead paint” shall be inclusive of all paints or coatings at this structure which are to be considered lead-based, regardless of the specific lead content of the particular paint or coating, or the specific lead term used to describe it.
- C. It is the intent of EBMUD to permanently abate all lead containing and lead based paint on the exterior of this building.
- D. These specifications are designed to minimize and control potential lead hazards encountered and created by lead removal activities. Contractors are hereby informed that these specifications contain work practices, engineering controls, personal protective equipment, worker certifications, and other requirements above and beyond those minimally required by applicable regulations.

1.2 SUMMARY

- A. Work Includes
 - 1. This project requires the removal of all paints and coatings found on the exterior of the residence known as Building 119 at East Bay Municipal Utility District’s Pardee Reservoir. This project includes removal of both lead-based paint and lead-containing paint by component removal or paint stripping for all exterior components coated or painted with any level of lead.
 - 2. Contractors are to remove all of the siding, window trim, window sills, door trim, soffit trim, exposed fascia, porch column wraps, porch column trim, and porch caps as part of the abatement process. The porch headers/trim and, porch ceiling material will need to be stripped in place. All paint remaining on the window frames is to be stripped down to the substrate. Process chosen for

removal must be indicated on bid and reflected in the lead safety plan and lead compliance plan submitted.

3. All other painted surfaces on the exterior of this building are to be removed or have paint stripped down to the substrate.
4. Waste disposal of all materials is the responsibility of the Contractor. The Contractor must plan the work in order to minimize the generation of hazardous waste during the removal operation. The Contractor must create separate waste streams as necessary. This particularly includes the separation of any loose paint chips or flakes from other construction debris. All waste streams must be identified by the Contractor before the work begins and separated during the course of the project to minimize costs of disposal. The Contractor is responsible for all costs associated with the testing, removal, packing, loading, shipping, and disposal of lead containing waste generated during this project.

B. Site Activity

1. No Contractor shall begin work that will disturb any surfaces in a manner that will either expose a worker to possible lead containing dust or create possible lead containing waste, until all required pre-construction documentation has been reviewed and written approval from The District has been received. Any Contractor observed conducting such activities without having written approval from THE District, or District's representative, will be instructed to stop work. Work will not be allowed to resume until the aforementioned approval has been received by the Contractor.
2. The Contractor shall utilize engineering controls to limit the release of lead dust or debris. These engineering controls may include, but are not limited to, using wet methods, using tools with vacuum recovery systems with High Efficiency Air Particulate (HEPA) filtration, using vacuums with HEPA filtration, and the prompt cleanup of any debris produced. Dry scraping, sanding, grinding, or abrading lead-containing materials is not permitted.
3. All work at this site must be conducted within containment. Containment may be as simple as 6-mil (minimum thickness) poly on the ground, extending 20 feet out from the building and extending at least 20 feet in all directions beyond the location where work is taking place. If wind is strong enough to lift poly, or blow debris off containment poly, or if water used to keep removed materials wet runs off poly, vertical containment will also be required. If vertical containment is used, either to prevent the above instances from occurring, or used voluntarily, the distance ground poly barriers must extend from the work area may be determined at the convenience of the abatement contractor provided the poly is of sufficient height to prevent escape of lead or dust from within the contained area during work and during non-work hours.

4. Work areas must be cleaned to the point of no visible dust or debris at the end of each shift. Unless poly is vertical, all poly on the ground must be removed at the end of each shift. If vertical poly is set up in a weather and intruder resistant fashion (intruders include transients, animals, birds, etc.), it will not be required to be removed between shifts.
5. The District has retained the services of an independent third-party consultant to provide oversight of this project. The Contractor shall treat this third-party consultant as a designated representative of The District.

C. Definitions

1. For the purpose of these project specifications the term “coating” and “paint” will be interchangeable and inclusive of each other.
2. The term “trigger task” and the term “lead related” are synonymous for these specifications.

D. Compliance Agencies

1. There are various agencies that regulate activities involving lead-containing paints and coatings. The following is a summary list of the most important agencies and regulations that apply to the disturbance of lead and lead in paint during construction work. This list is not to be considered comprehensive. The Contractor is responsible for complying with all applicable Federal, State, and Local regulations that may apply to the specific work being conducted by the Contractor.
 - a. Environmental Protection Agency (EPA): Identification of Dangerous Levels of Lead; Final Rule (40 CFR Part 745 Subpart D). The EPA defines lead-based paint as paint and coatings that contain lead in concentrations equal to or more than one milligram per square centimeter (1 mg/cm²), 5000 parts per million (5000 ppm), or one half of one percent (0.5%) by weight. EPA regulations apply to all housing and child-occupied facilities built before 1978. When the term “lead based paint” is used in the context of these specifications, the term is used to refer to all paints being removed during this project. Conversely, the term “lead containing paint” also refers to all paints being removed on this project.
 - b. Housing and Urban Development (HUD): Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance (24 CFR Part 35). The HUD Rule for Federal Housing (shortened name) applies to all residential properties built before 1978 that receive Federal financial assistance. This regulation uses the same definition of lead-based paint as the EPA. The work practices and procedures described in these specifications are designed to comply with occupant and worker protection regulations as mandated by OSHA

- c. California Department of Public Health: Accreditation, Certification, and Work Practices For Lead-Based Paint And Lead Hazards (Title 17 CCR, Division 1, Chapter 8, Sections 35000-361000). This regulation primarily applies to residential and public buildings located in California. The definition of a public building is one that is “generally accessible to the public.” Some aspects of this regulation, particularly those that pertain to the definition of “presumed lead-based paint” and the containment requirements for disturbing lead-based paint apply to all structures in California. The CDPH regulation’s definition of lead-based paint is identical to the EPA/HUD definition of 1 mg/cm², 5000 ppm, 0.5% by weight. In addition, this regulation requires all paint on structures in California to be treated as “presumed lead-based paint” unless the paint is on a home built after 1978 or a school built after 1992. The CDPH regulation differentiates between work that disturbs lead as part of renovation or maintenance work and work that disturbs lead as part of “abatement” work as defined in Title 17. The work practices and procedures described in these specifications are designed to comply with occupant and worker protection regulations as mandated by OSHA and Cal/OSHA regulations for work that disturbs lead as part of renovation, demolition, and maintenance work. These specifications are also designed to comply with the requirements for abatement as defined in the CDPH Title 17 regulation.
- d. Occupational Safety and Health Administration (OSHA) and California Occupational Safety and Health Administration (Cal/OSHA). Lead Standard for the Construction Industry (29 CFR 1926.62) (8 CCR 1532.1). This standard regulates work done by employees who may disturb lead as part of renovation or maintenance work. Painting activities that may disturb lead are covered by this standard. The OSHA and the Cal/OSHA standards are virtually identical though Cal/OSHA adds some requirements that are not in the OSHA standard. OSHA and Cal/OSHA regulate lead whenever lead is determined to exist in a material. When the term “lead-containing paint” is used in the context of these specifications, the term is used to refer to paint that contains lead in an amount equal to or above the reporting limit for the laboratory analysis or detected by an X-ray Fluorescent Analyzer (XRF). All lead containing paints on this project are to be handled the same as lead-based paints. In addition, Cal/OSHA uses the EPA/HUD/CDPH definition of lead-based paint (1 mg/cm², 5000 ppm, 0.5% by weight) for their pre-job notification requirements discussed in section 1.3. The Cal/OSHA standard has additional requirements that are not in the Federal OSHA standard found in 29 CFR 1926.62. Contractors not familiar with the California standard must familiarize themselves with the additional requirements. The following information summarizes the significant additional requirements in the Cal/OSHA standard. This summary is not meant to substitute for the Contractor reading and being familiar with the Cal/OSHA requirements. The California standard requires employers to notify

Cal/OSHA before employees conduct a trigger task that will disturb more than 100 square or linear feet of material that contains lead in concentrations equal to or above 1 mg/cm², 5000 ppm, 0.5% by weight. The notification also applies to welding or torch cutting that takes more than one hour in a shift. Trigger tasks are described in 8 CCR 1532.1 (d)(2). In brief, they include manual demolition, scraping, sanding, using HEPA-attached equipment, using heat guns to remove lead paint, welding, torch cutting, and using other more aggressive techniques. (This is a summary list and does not list all tasks that are considered trigger tasks). The California standard defines lead-containing paint at the Consumer Product Safety Commission's (CPSC) level of 0.06% by weight or 600 ppm for non-trigger tasks; however, both the California and Federal OSHA standards require training, personal protective equipment, and specific work practice precautions whenever employees will disturb lead in any concentration (including less than 600 ppm). Thus Cal/OSHA (like OSHA) regulates paint when it contains lead above the reporting limit for laboratory analysis or detectable by an XRF. The California standard also requires CDPH lead training and certification for any supervisors or workers who are expected to be exposed or are shown to be exposed to airborne lead levels above the PEL in residential or public buildings. (A public building is defined as being "generally accessible to the public.") The California standard uses the term "regulated area". Cal/OSHA requires the supervisor to establish a regulated area whenever workers may be exposed to airborne lead over the PEL or if they will perform "trigger tasks" as defined in 8 CCR 1532.1 (d)(2). All areas of work on this project require a regulated area, regardless of airborne exposures experienced by the workers.

1.3 RELATED WORK IN OTHER SECTIONS

- A. Section 01 35 44 - Environmental Requirements
- B. Section 02 83 13 – Lead Hazard Control Activities

1.4 SUBMITTALS & NOTIFICATIONS (PRE-JOB)

A. Regulatory Notifications and Submittals

1. The Contractor is responsible for complying with the Lead-Work Pre-Job Notification as specified in CCR 1532.1(p). If notification is required for this project, the Contractor must provide the notification to Cal/OSHA and provide a copy of this notification to The District as part of the Contractor's pre-work submittal package.
2. The Contractor is responsible for filing CDPH form 8551, Abatement of Lead Hazards Notification and posting this notification at the jobsite.

B. Submittals to the Owner by the Contractor

1. While additional documents may be required by the scope of work for this project, at a minimum the Contractor will be required to provide The District with the following documents regarding the Contractor's ability to safely disturb paint and other materials which contain lead. These submittals must be received before the project begins.
 - a. A written compliance plan must be provided to The District and include the following:
 - 1) A description of equipment and materials, controls, crew size, job responsibilities, and operations and maintenance procedures for each activity in which lead is disturbed and potentially emitted;
 - 2) A description of specific control methods (wet methods, engineering controls, etc.);
 - 3) Technology considered in meeting the Cal/OSHA permissible exposure level (PEL);
 - 4) Air monitoring data documenting sources of lead emissions;
 - 5) A detailed implementation schedule for the compliance plan, including the schedule for inspections by a competent person;
 - 6) A description of the lead work practice program which will be used to control worker exposures. This includes the use of protective work clothing, equipment, hygiene facilities and practices, and housekeeping practices;
 - 7) A description of the steps the Contractor will take to minimize the generation of hazardous waste produced on this project. This includes, but is not necessarily limited to how the contractor will separate waste streams. For example, how will the Contractor keep potentially hazardous waste such as paint chips and dust from being disposed of with other potentially non-hazardous construction materials and debris.
 - b. The Contractor shall submit to The District proof that the supervisor and workers meet the training requirements listed in 8 CCR 1532.1(l)(2) for employees who may be exposed above the Action Level of 30 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) based on an eight hour time-weighted average.
 - c. The Contractor shall submit to The District proof of current CDPH certification as a lead supervisor for the onsite competent person for all projects that include trigger tasks (as defined in 8 CCR 1532.1(d)(2). (Summary: the supervisor must be a CDPH Certified Lead Supervisor).

- d. The Contractor shall submit to The District proof of current CDPH certification as lead workers for all workers who will conduct trigger tasks and non-trigger tasks (as defined in 8 CCR 1532.1(d)(2)) whenever the tasks will disturb lead-based paint as defined by EPA/HUD/CDPH).

1.5 SUBMITTALS & NOTIFICATIONS (IN PROGRESS/POST-JOB)

- A. The Contractor shall submit to The District proof of current DOP or equivalent testing method certifications for HEPA equipped vacuums and pressure differential units to be used on this project.
- B. The following documents must be provided to The District following completion of the physical activities associated with the project. The following documents must be received and approved by The District before the work is considered completed and payment issued.
 - 1. The Contractor must provide the results of exposure sampling done to comply with the requirements of 8 CCR 1532.1 (d). Sample information must include (but is not restricted to) the name of the individuals wearing the samples, the last four digits of the individual's Social Security Number or Company ID number, the date the samples were collected, identification by unique descriptor for the area where the work is being performed, and identification of the work being performed. EXAMPLE: James Black, 000-11-222, 06/25/03, Bill Jackson Elementary School, Building H, Classroom 5, East covered walkway, paint surface preparation work. Laboratory results shall be provided to The District within 72 hours of sample collection. Laboratory results shall be accompanied with sampling chain of custody documentation.
 - a. Chain of custody shall show the name and organization of each person having custody of the sample, and shall also show the sample number, job name and location, time of day and date sample taken, material sampled, and tests to be performed.
 - 2. The Contractor must provide all waste disposal documentation, including their hazardous waste determination and any analytical data that it might rely on.
 - 3. The Contractor shall submit to The District, for the closure of the project, a letter stating that all required documentation has been submitted to THE OWNER through proper channels.

1.6 TRAINING REQUIREMENTS

- A. All contractor employees on this project must be CDPH Certified as either Supervisors or Workers.
- B. For this project, all workers must be CDPH certified lead workers. No worker may conduct any paint removal or demolition activities without a CDPH Certified Supervisor on site at all times.

PART 2 - MATERIALS AND EQUIPMENT

2.1 FIRE RESISTANT PLASTIC SHEETING (POLY)

- A. All plastic sheeting used on this project shall be fire resistant.

2.2 HEPA FILTRATION SYSTEMS

- A. All HEPA equipped vacuums and pressure differential units to be used on this project during lead-containing paint operations shall be tested and meet ANSI requirements using DOP or an equivalent testing agent. This testing must take place within ten calendar days prior to their use and after replacement of any HEPA filter removed from previously tested equipment. Copies of all certifications must be provided to The District prior to use of the equipment.

2.3 VACUUM-ASSISTED TOOLS

- A. When using power tools to disturb lead, the Contractor shall only use tools that have a vacuum assisted process equipped with HEPA filtration. The Contractor must receive written approval from The District for the use of all power tools for which the Contractor feels a HEPA-vacuum assisted process is not feasible.

2.4 POWER WASHING

- A. No high pressure or water blasting tools may be used if the spray will contact lead-containing paint. For the purposes of this specification, power washing is defined as: The use of a low pressure power washer to rinse/wash stable painted or coated surfaces to remove dust, dirt, grime, and other foreign matter in preparation for re-painting. In no circumstance is this to be construed as water blasting, and is not intended nor shall be used to remove lead-containing paints or coatings from surfaces. Areas of loose, peeling, cracking, or unstable coatings shall be prepared for re-painting using the appropriate methods and personnel protective equipment as specified by Cal/OSHA and CDPH regulations, and these specifications.
- B. Prior to performing power wash operations, the Contractor must determine if the local sanitation district requires a Wastewater Discharge Permit for Surface Washers. Should this permit be required, the Contractor is responsible for obtaining it, accurately completing it and adhering to the permit requirements.

2.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor shall use respirators and personal protective equipment as required by 8 CCR 1532.1 and as appropriate based on personal air monitoring results. All respirators must be NIOSH/MSHA approved.
- B. Respirator fit test records and the respiratory protection program shall be retained on site as part of the project documentation if respiratory protection is used on this project. Disposable dust/mist respirators shall not be used.

- C. At a minimum, half-face respirators with P-100 cartridges will be required during surface preparation where there is manual scraping or sanding. If only water washing of the surfaces is performed, respiratory protection will not be required unless the Contractor's air sampling results indicate that respirators are required.

PART 3 - EXECUTION

A. Notification of Employers of Employees in Adjacent Areas

- 1. The Contractor is responsible for ensuring that employers of employees in areas adjacent to the work being conducted have been notified that work disturbing lead will take place. This notification is in addition to the posting of lead regulated area signs. This notification to adjacent employers is the ultimate responsibility of the Contractor and must be performed in consultation with The District. In summary, this notice shall be provided to all other contractors and subcontractors in areas adjacent to the lead work area. Those employers must be notified in advance of any upcoming work that will disturb or impact lead in a manner that may generate airborne levels of lead that could present a potential exposure to workers at or above the Permissible Exposure Limit (PEL) as defined in 8 CCR 1532.1(c). This notice shall also provide information on the control measures being implemented and a warning that the employer's employees are to remain outside of the posted regulated areas.

3.2 PROTECTION OF ADJACENT ITEMS AND OCCUPANTS

- A. The Contractor shall remove or protect items (if any) located within 20 feet of all paint removal areas in order to avoid contaminating those items with lead. Those items may have to be relocated or disposed of prior to the start of work. The Contractor must coordinate with The District for the removal of items, the storage of those items, and the protection of items or materials left inside the work area.
- B. The Contractor is responsible for ensuring that building occupants and those in adjacent areas are not exposed to lead dust or debris as they enter or exit adjacent buildings. The Contractor shall ensure that building occupants and others in the adjacent area do not enter the lead regulated area and have a safe means of access and egress to the adjacent building as needed.

3.3 AIR SAMPLING

- A. THE OWNER may determine it appropriate to collect air samples to evaluate the effectiveness of the Contractor's engineering controls and work practices. Air sampling may also be used to verify the effectiveness of the Contractor's containment system.
- B. THE OWNER may choose to collect area air samples within the work area. These samples results may be used to generate an eight-hour, time-weighted average. The result of area samples in a lead work area should normally be far below what the workers are breathing; therefore, if The District's work area air sample results

show exposures above 15 µg/m³, this will trigger a re-evaluation of the Contractor's work practices, engineering controls, and containment system.

C. Compliance with Requirements for the Cal/OSHA Permissible Exposure Limit (PEL) and Action Level

1. The Contractor is responsible for conducting personal air monitoring during disturbance of lead-containing or lead-based paint to evaluate airborne exposures during performance of any work listed as a Trigger Task as discussed in 8 CCR 1532.1 (d) (2). This sampling shall be in accordance with Cal/OSHA regulations found in Title 8 Section 1532.1, in order to determine worker exposure to lead and evaluate the effectiveness of the Contractor's written Compliance Work Plan submitted to The District.
2. The Contractor is responsible for conducting exposure air monitoring of the Contractor's employees that complies with the requirements of 8 CCR 1532.1 (d). Should the Contractor wish to make use of the exceptions to air sampling stated in 8 CCR 1532.1 (d)(3)(C) & (D), the Contractor must submit the required information to The District and receive written approval from The District prior to the Contractor reducing the personal protection, containment, or engineering controls stated in this specification. In summary, prior to any actions being taken based on the results of previous sampling conducted at different job sites, The District must specifically approve the use of those results and the actions the Contractor wishes to take on the basis of the results of that sampling.
3. Contractors must assume the Action Level of 30 micrograms per cubic meter (µg/m³) and the PEL of 50 µg/m³ will be exceeded each time a new job task is conducted.
4. Contractors shall conduct personal air monitoring for each different work practice or activity that disturbs materials containing lead. Monitoring shall continue until all different job classifications have been shown not to expose workers to lead levels above the Action Level of 30 µg/m³.

3.4 SUSPENSION OF WORK

- A. The District or its designated agents may suspend all work that disturbs lead if any controls (such as barriers) fail, if excessive amounts of debris known or suspected to contain lead are detected outside the containment, or if work is on the exterior of a structure and wind speeds are more than twenty miles per hour, or if in the judgment of The District, other factors exist that determine the work must be stopped because of the potential of lead hazards being created. For example, The District may conduct perimeter air monitoring which identifies lead being released from containment; The District will suspend work until more effective containment, work practices, and engineering controls are utilized.

- B. The Contractor shall not conduct exterior work if wind speeds are greater than 20 miles per hour.
- C. Work must stop and clean-up occur before any rain begins.
- D. Note: If the Contractor is found conducting lead related work not specifically mentioned and described in the compliance plan, the work will be stopped until a compliance plan including that work is submitted, reviewed, and approved by The District.

3.5 ALTERNATIVE WORK PLANS

- A. The Contractor may submit alternate work plans to the District suggesting other work practices. These alternate work plans must be approved by The District prior to their implementation.

3.6 PROHIBITED WORK PRACTICES

- A. The following work activities are prohibited on the project:
 - 1. Open-flame burning or torch cutting.
 - 2. Machine sanding or grinding without a tool equipped with a vacuum recovery system that includes High Efficiency Particulate Air (HEPA) filtration.
 - 3. Uncontained hydro-blasting or high-pressure washing.
 - 4. Abrasive blasting or sandblasting without a tool equipped with a vacuum recovery system that includes HEPA filtration or done outside of a negative pressure enclosure.
 - 5. Heat guns operating above 1,100° F.
 - 6. Dry scraping (except for limited areas where electrical hazards create a higher risk than lead.)
 - 7. Use of methylene chloride based paint strippers.
 - 8. Abrasive blasting is not allowed on this project.
 - 9. Power washing and power blasting are not permitted on this project

3.7 COMPETENT PERSON

- A. The Contractor shall have a competent person (as defined by Cal/OSHA) onsite at all times to supervise and oversee all activities which may disturb materials containing lead. This person must be a CDPH Certified Lead Supervisor. Trigger tasks include but are not limited to, manual demolition, scraping and sanding, using

heat guns, power tool cleaning with or without dust collection systems, abrasive blasting, welding, cutting, torch burning, and debris clean-up.

3.8 WORK SITE PREPARATION

- A. Any work practice that creates paint chips, dust, or painted debris must be conducted within a regulated area as defined in 8 CCR 1532.1 and within a containment at least as stringent as described in these specifications. The containment system shall be designed and constructed to prevent visible dust or debris from escaping the work area. The regulated area shall be in compliance with the Cal/OSHA lead in construction standard found in 8 CCR 1532.1 (i)(6) and Title 17. In addition, the containment shall be designed to avoid generation of airborne lead in concentrations above 5 $\mu\text{g}/\text{m}^3$ downwind at the perimeter of the work area.
- B. Preparation of the work area at the site must be completed using 6-mil polyethylene (poly) sheeting placed over floors, asphalt, concrete, soil, vegetation, and other surfaces in the immediate work area. Care must be taken not to burn or otherwise damage plants and other vegetation surrounding the house. All trees must be protected from the work as necessary to assure trees are not damaged during this project. Contractor containment is to be erected in a fashion that protects the interior of the building from lead exposure. This includes during the removal of paints and components that contain lead both outside the building and partial inside, such as, but not limited to windows frames, door frames, conduit, and similar materials.
- C. Exterior Work Site Preparation
 - 1. For exterior work site preparation, one layer of 6-mil poly sheeting should be placed on the ground extending at least 10 feet beyond the perimeter of surfaces included in the work. This poly sheeting must be extended a minimum of twenty feet for a multistory building. Depending on wind conditions, the poly may need to be extended further than the ten and twenty foot minimums. The poly on the ground must be adequate to catch all paint chips, dust and debris that is released by the work.
 - 2. Do not anchor ladder feet on top of plastic (puncture the plastic to anchor ladders securely to ground). For all other exterior painted surfaces, protect the poly sheeting with boards to prevent puncture from falling debris, nails, etc., if necessary. Secure the plastic to the side of the building with tape, or other anchoring system, so there is no gap between the plastic and the building. Weight all plastic sheets down using wooden two-by-fours or similar object.
 - 3. If water blasting is to be performed raise edges of the plastic to create a catch basin to prevent runoff of contaminated water. Contaminated water must be disposed of in compliance with applicable Federal, State and Local regulations.
 - 4. The exterior of all windows located within ten feet of any disturbance of lead must be sealed by covering them with at least one layer of six mil thick poly sheeting. All ventilation machinery within 20 feet of the disturbance should be

sealed by at least one layer of six mil thick poly sheeting. Keep all windows within 20 feet of working surfaces closed, including windows of adjacent structures.

5. For all disturbance of paint involved in removing paint from the exterior of a window or removing the window with paint on it, the Contractor must seal the inside of the window with two layers of 6 mil thick poly. There shall be no gaps between the interior wall and the material.
6. Those in adjacent areas must be kept a sufficient distance from any chance of encountering lead dust and debris; therefore, the Contractor shall erect barrier tape at a 20-foot perimeter outside the edge of the containment area poly sheeting. This barrier tape shall comply with 8 CCR 1532.1 (m) and read, at a minimum: WARNING, LEAD WORK AREA, POISON, NO SMOKING OR EATING.
7. Barrier tape must not be directly adjacent to poly sheeting used to contain dust and debris. There must be a "buffer zone" between the poly sheeting and the barrier tape. In summary, if the poly sheeting extends twenty feet out from the surface being disturbed, the barrier tape must be placed 30 feet away from the surface being disturbed. If the poly sheeting extends to 30 feet out, then the barrier tape must be at least 40 feet out from the surface being disturbed. The additional 10-foot area beyond the poly sheeting, but inside of the barrier tape, is still part of the regulated area; no lead dust or debris may be present in this buffer zone area at any time.
8. The District recognizes that the distances described in developing the containment may not be feasible in certain situations; however, modifications to these requirements must be specifically approved by The District prior to their implementation.
9. The Contractor shall not leave debris or unprotected ground poly sheeting out overnight. The Contractor shall keep all debris in a secured area until final disposal. Vertical poly that protects ground poly must be both weather and intruder (person or animal) resistant.

D. Interior Site Preparation

1. As needed to protect exterior work from contaminating interior of building.

E. Wet Work Practices

1. If scraping or sanding is to be performed, this work must be done using wet methods unless a tool attached vacuum recovery system is used that includes HEPA filtration.

3.9 LEAD WASTE MANAGEMENT

- A. The Contractor is required to comply with all regulations in Title 8 Section 1532.1 Lead in Construction, Cal/EPA Title 22 for waste classification and disposal, and CDPH Title 17 lead-related construction work practices such as, but not limited to, containment requirements.
- B. Lead Waste Testing
 - 1. The Contractor must conduct appropriate waste stream characterization testing and/or filtering prior to disposal of waste products such as water, sand, paint chips, vacuum debris, and filters generated during surface preparation activities. Once completed, the test analysis results must be submitted to The District for review. The Contractor is responsible for all costs associated with waste stream testing.
 - a. The Contractor may not remove or dispose of the identified materials from the job site until this review has been completed and the Contractor has been informed by The District of their concurrence that the materials have been properly tested and meet the requirements allowing the materials to be classified as non-hazardous. This process does not apply to any waste assumed or determined to meet levels of lead requiring the waste to be disposed of as hazardous waste.
- C. Waste Manifests
 - 1. The Contractor is responsible for obtaining and properly completing any Uniform Hazardous Waste Manifests needed for the disposal of lead containing waste. However, the Contractor SHALL NOT sign any Uniform Hazardous Waste Manifests in place of the District.
 - 2. The following information shall be used when completing a Uniform Hazardous Waste Manifest used to dispose of hazardous waste generated at this site during this project.
 - a. Block #1 (Generator's US EPA ID No.
 - b. Block 3 (Generator's Name and Address) and Block #4 (Generator's Phone Number)
 - c. Block #15 (Special Handling Instructions and Additional Information)
 - 3. The Contractor SHALL contact The District in advance of the scheduled pick up time and date so the waste materials can be visually inspected for proper packing. At that time the Contractor will deliver the Uniform Hazardous Waste Manifest to The District so it can be signed by The District.

3.10 DECONTAMINATION PROCEDURES

- A. Decontamination procedures shall be established by the Contractor depending upon the airborne concentrations of lead, and shall, at a minimum, be in compliance with 8 CCR 1532.1 (i)(1-5). As stated in 8 1532.1 (i)(1-5), the Contractor shall ensure that these decontamination facilities are used by the supervisor and workers. For work that does not exceed the PEL, the Contractor must ensure that a hand-washing station is available and used by the supervisor and workers. For work that exceeds the PEL, or is assumed to exceed the PEL, the Contractor must provide a temporary on-site shower facility.
- B. Avoiding Contamination of Adjacent Areas by Proper Decontamination
 - 1. The Contractor must ensure that no lead-contaminated dust or debris is tracked out of the regulated, contained area on the clothes or footwear of those allowed in the work area. Footwear worn out of the work area must have been covered by protective booties if worn in the work area. Following removal of the protective covering over the footwear, all footwear worn in the work area must be HEPA vacuumed before allowing it to be worn out of the regulated area. Footwear that can be washed before leaving the work area does not need to be covered by protective booties as long as the exterior of the footwear is thoroughly washed prior to being worn outside of the regulated area.
 - 2. Should The District discover that an occupant of the regulated area has exited the regulated area without properly decontaminating, the Contractor will be required to clean the adjacent areas that in the opinion of The District may have been exposed to lead dust or debris from this action. Failure to properly decontaminate is demonstrated by wearing protective clothing outside the regulated area that was previously worn inside the regulated area or by wearing footwear outside the regulated area that was not properly covered and/or decontaminated. The failure to adequately decontaminate will trigger the following cleaning: in all areas determined necessary by The District, the Contractor will be required to HEPA vacuum, then wet wash, then HEPA vacuum again all potentially contaminated areas and items to the satisfaction of The District. The District will not need to demonstrate the need for this cleaning by the presence of visible dust and will not need to collect settled dust samples in order to require the Contractor to implement the cleaning routine.

3.11 ENSURING EFFECTIVENESS OF CONTAINMENT

- A. The containment system used by the Contractor must be designed to eliminate any lead dust or debris from leaving the regulated work area in an uncontrolled, uncontained fashion. Should the interior and exterior site preparation described in this section not be adequate at controlling the release of lead dust and debris, the Contractor must stop work and design a more effective containment system. The Contractor is responsible for designing an effective containment system. Should that require a different type of Containment than described in the compliance work plan provided The District, the Contractor must obtain approval from The District

to implement the proposed replacement type of containment. All costs associated with developing an effective containment system are the responsibility of the Contractor.

B. Work Practices Conducted to Ensure Effectiveness of the Containment

1. The Contractor shall ensure the prompt cleanup of dust and debris created by the work. At a minimum, this means the work area must be cleaned of any visible dust and debris prior to any work stoppage (such as for breaks and/or lunch, or, if the containment is for an interior space, prior to the end of the work shift.)
2. The Contractor must not allow significant amounts of paint chips and debris to gather on the poly sheeting and be trampled by the workers feet.
3. The Contractor shall ensure that at least one worker is assigned to collect and clean any paint chips or debris that might be blown off the containment. This is particularly necessary for any work done on the exterior of multi-story buildings.

3.12 WORK INVOLVING WHOLE COMPONENT REMOVAL

- A. Prior to whole building components being removed, loose peeling and flaking paint must first be either removed from the component surfaces or stabilized. Any paint flakes generated during this work must be separated into appropriate waste streams and handled as a hazardous waste, or as deemed appropriate based on results of waste profiling.

B. Air Sampling Done To Ensure Effectiveness Of The Containment

1. The Contractor shall design engineering controls and barriers in order to ensure that the work does not generate an airborne release of lead more than $1 \mu\text{g}/\text{m}^3$ above background levels as measured by The District at the perimeter of the work.
2. The District may also choose to collect area air samples within the regulated area. Should these samples indicated an airborne lead level that is more than half of the Action Level ($15 \mu\text{g}/\text{m}^3$ as determined by an eight-hour time-weighted average), the Contractor shall change the engineering controls and/or work practices in order to ensure that future area air samples results drop below $15 \mu\text{g}/\text{m}^3$

3.13 CLEARANCES

- A. Clearance samples on this project will be collected by the District's third party Project Monitor.

- B. Clearances will consist of soil samples from each side of the home, and wipe samples from horizontal surfaces remaining at the exterior of the home. If interior of the home is found to be, or is presumed to have been contaminated with lead, wipe samples will be collected at the interior of the home.
- C. Clearances will be considered passed using the current CDPH lead hazard levels for non-child occupied soil, exterior horizontal surfaces, and, if necessary, interior surfaces.
- D. Contractor may request that background soil sample be collected prior to the start of the project. These background soil samples will be collected by the Project Monitor but will be analyzed at the expense of the Contractor. Alternatively, the background soil samples may be collected and preserved but analyzed only in the event that exterior soil samples are found to contain lead above the current CDPH hazard level for soil.
- E. The cost of any additional clearance samples required due to failure of initial clearances will be back charged to the Contractor.

3.14 SCHEDULE

- A. This project will start no sooner than 5 days after the CDPH Form 8551 is posted at the job site. The five-day notification period does not count against time the contractor has to complete this project.

The following documents shall be provided to The District prior to, during, and at the completion of the work. Additional documents may be required by The District. This form is developed for the convenience of the Contractor and does not necessarily represent all the documentation needed for all jobs.

LEAD-RELATED WORK PRE-CONSTRUCTION SUBMITTALS

1. _____ Current Training and Certification Records for Lead Worker/Supervisors

A. _____ Lead-Related Construction Training
Compliance with 8 CCR 1532.1 (l)(2) for all supervisors and workers

B. _____ Lead-Related Construction Certification(s) by CDPH
Certification as specified by 8 CCR 1532.1 (l)(3) for all supervisors and workers

Summary of specification requirements: All supervisors/workers must meet Cal/OSHA training requirements for those exposed over the Action Level. Supervisors must be CDPH certified as Lead Supervisors if they will supervise the implementation of trigger tasks on lead-containing paint. Workers must be CDPH Certified Lead Workers if they will conduct trigger tasks on lead-based paint.

2. _____ Written Compliance Plan

3. _____ Written Notification to Cal/OSHA to comply with 8 CCR 1532.1 (p) Pre-Work Job Notification

4. _____ Copy of posted CDPH Form 8551

LEAD-RELATED INTERIM CONSTRUCTION SUBMITTALS

1. _____ Waste Stream Characterization Testing Results (prior to removal of waste from the site and generated during work impacting materials containing lead. This does not include whole architectural components.)

2. _____ Exposure Assessment (Air Monitoring) Results of Employees Performing "Trigger Tasks" (Within 5 days of Sample Collection)

3. _____ DOP or equivalent Testing Documentation

4. _____ Worker Documentation for New Workers Assigned to the Project or Workers with Documentation on File Which Expired During the Project

LEAD-RELATED POST CONSTRUCTION SUBMITTALS

Contractor shall provide the following post-construction submittals to THE OWNER through the designated channels within thirty (30) days of completion of lead-related work.

1. _____ Completed Uniform Hazardous Waste forms for lead waste disposal (if applicable with reference in the final letter that all waste forms have been submitted to the Owner through proper channels).
2. _____ Letter stating that all documentation has been submitted to The District through proper channels, or stating the Contractor and their sub-contractors did not generate lead waste during the performance of their work.

SECTION 02 83 13

LEAD HAZARD CONTROL ACTIVITIES

BUILDING 119 – PARDEE CENTER

This specification to be used in conjunction with ABATEMENT REQUIREMENT & SCOPE OF WORK – BUILDING 119 – PARDEE CENTER. Any perceived conflict between this document and the SOW noted directly above will be enforced per the project specific SOW.

PART 1 - GENERAL

1.1 COMPLIANCE AND INTENT

- A. The Contractor shall furnish all labor, materials, facilities, equipment, services, employee training and testing, permits, and agreements necessary to perform the lead removal in accordance with these specifications and with the latest regulations from the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the Air Quality Management District with authority over the project, the California Department of Public Health (CDPH) the Cal/EPA Department of Toxic Substance Control, the California Occupational Safety and Health Administration (Cal/OSHA), and other federal, state, county, and local agencies. Whenever there is a conflict or overlap of the above references, the most stringent provision is applicable.
- B. During demolition, material removal, and paint or coating removal processes, the Contractor shall protect against contamination of soils, water, adjacent buildings and properties, and the visible and nonvisible airborne release of hazardous materials and dusts. The costs associated with the implementation of controls will be incurred by the Contractor. The costs associated with the cleanup of any contamination created or spread by the Contractor's efforts will be incurred by the Contractor.
- C. Any information developed from exploratory work done by the District and any investigation done by the Contractor to acquaint himself with available information will not relieve the Contractor from the responsibility of properly estimating the difficulty or cost of successfully performing the work. The District is not responsible for any conclusions or interpretations made by the Contractor based on the information made available by the District or District's representative.
- D. Hazardous materials uncovered during the demolition activities shall be disposed of in an approved manner complying with all applicable federal, state, and local regulations. Appropriate waste manifests shall be furnished to the project manager, or project monitor as per Section 01 35 44, Environmental Requirements. .

1.2 SCOPE OF WORK

- A. The work covered by this specification includes the handling, removal, and proper disposal of materials coated with lead paints and coatings, and lead paints and

coatings removed from surfaces coated with lead paints and coatings as required as a result of the work at EBMUD Camp Pardee Building 119 Exterior Lead Removal Project. See Appendix A for laboratory test results of exterior coating samples, including lead and asbestos.

- B. The Contractor shall perform all work according to the procedures outlined in these specifications and the ABATEMENT REQUIREMENTS & SCOPE OF WORK document.
- C. The hazardous materials removal and disposal include the following:
 - 1. Removal of all paints on the exterior of Building 119 at Camp Pardee. This includes the removal of exterior siding on the building, which is coated with lead paint. All painted surfaces on the exterior of this building contain lead. All coatings are to be removed and disposed of as lead-based paint, whether removed from surface or disposed intact on removed surfaces.
 - 2. Contractor is responsible for waste profiling, once waste streams have been generated. All waste stream samples are to be approved by project monitor prior to submission to laboratory for analysis.

1.3 RELATED WORK IN OTHER SECTIONS

- A. Section 01 35 44 - Environmental Requirements
- B. Abatement Requirements & Scope of Work – Building 119 – Pardee Center

1.4 SUBMITTALS (PRE-JOB)

- A. Lead Demolition Plan: Lead-containing coating handling, engineering control, removal, and disposal procedures. This demo plan can also suffice as contractor's lead compliance plan (Item G below) if it answers all issues listed in 8 CCR 1532.1 (e)(2).
- B. Cal/OSHA Lead Work Pre-Job Notification.
- C. Submittal of worker documentation for each employee used on the job.
 - 1. California Department of Public Health (CDPH) lead-worker and supervisor construction certifications (17 CCR 350001)
- D. For each employee working Submit copies of state and local licenses and evidence of Cal-OSHA certification and permits necessary to perform the work of this contract.
- E. Written Notification to Cal/OSHA to comply with 8 CCR 1532.1 (p) Pre-Work Job Notification
- F. Submit name and Environmental Laboratory Accreditation Program Certificate number of laboratory that will analyze personal air samples, waste profile samples and any/all other samples collected during this project.

- G. Lead Compliance Plan as required in 8 CCR 1532.1 (e)(2)

1.5 SUBMITTALS (JOB IN PROGRESS)

- A. The Contractor shall provide to the Project Manager, or Project Monitor, within 72 hours of sampling, test results of the personal air sampling -as required in the attached Abatement Requirements & Scope of Work document.
- B. Entry/Exit logs for each containment.
- C. Challenge testing certifications form on-site conducted third party challenge testing of all HEPA filtered devices.
- D. All results of waste stream sampling
- E. Daily Worker Rosters
- F. Daily log of completed work
- G. Documentation, including attendance and topics covers, of all safety meetings.

1.6 SUBMITTALS (POST-JOB)

- A. Upon completion of on-site work, Contractor is to provide a detailed project summary which will include each of the items listed below. The project Summary shall be submitted and approved by the Project Manager, prior to contract acceptance and shall include the following:
 - 1. Receipt and weight tickets from the landfill operator acknowledging the Contractor's delivery of wastes and including dates of delivery, waste container types, quantities, tared weight of waste delivered, and all appropriate signatures.
 - 2. All completed waste manifests (hazardous or not); and
 - 3. Copies of all accident reports generated during the course of the project.

PART 2 - MATERIALS AND EQUIPMENT

2.1 SIGNS AND LABELS

- A. Provide labeling in accordance with U.S. EPA, Cal/OSHA, and Cal/EPA DTSC requirements. Provide the required signs, labels, warnings, or posted instructions for containers used to transport contaminated material to the landfill.
- B. Location of Caution Signs and Labels: Provide bilingual (English and Spanish) caution signs at all approaches to work area. Locate signs at such a distance that personnel may read them and take the necessary protective steps required before entering the area.
- C. Warning Sign Format: Vertical format conforming to Title 8 CCR Section 1532.1:

WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING

2.2 SCAFFOLDING

- A. Scaffolding, as required to do the specified work, shall meet all applicable safety regulations and OSHA standards. A non-skid surface shall be furnished on all scaffold surfaces subject to foot traffic.
- B. No scissor lifts, will be allowed on this project.

2.3 TRANSPORTATION EQUIPMENT

- A. Transportation equipment, as required, shall be lockable and suitable for loading, temporary storage, transit and unloading of waste without exposure to persons or property. Any vehicle used to transport waste shall be properly registered with all applicable controlling agencies.
- B. All waste bins and vehicles will be hard-topped and lockable.

PART 3 - EXECUTION

3.1 INITIAL AREA ISOLATION (LEAD)

- A. Establish designated limits for the lead work area with continuous barriers. Use caution tape to demarcate lead work area. Provide signs around the perimeter of the work area according to EPA, OSHA and Cal-OSHA requirements.
- B. Contractor shall secure the entire job site at all times. Area entrances and exits shall be secured by the Contractor during the abatement phase. Unauthorized visitors are strictly prohibited, only the Contractor and District's representatives are permitted at the job site. Contractor shall ensure that all doors, gates, windows, and potential entrances in the buildings and surrounding fences are secured and locked at the end of each work day. See also Site Access Control in Section 01 35 53 Security Procedures.
- C. All work on this project will be conducted within lead containments as required by California Department of Public Health.

3.2 AIR MONITORING - LEAD

- A. The purpose of any air monitoring conducted by the project manager, or project monitor will be to detect possible release of dusts (lead) emanating from the work area. This testing will be conducted independently of the air monitoring described in Section 01 35 24.
- B. The Contractor shall be responsible for all personal air sampling. During the performance of any work in the contaminated work area that is likely to create

airborne lead exposure, sufficient personnel breathing zone samples shall be taken to constitute representative sampling. These samples shall be taken each shift and for each distinct crew operation, and shall be used to verify adequacy of respiratory protection. Personal breathing zone air sampling shall be in accordance with CAL/OSHA lead standards.

3.3 DECONTAMINATION - LEAD

- A. Lead Decontamination: The Contractor shall remove all evidence of paints and coating chips from the jobsite that are related to the project or which existed within 20 feet of Building 119.

END OF SECTION



EXHIBIT A

RFQ RESPONSE PACKET

**RFQ No. PAR 2001 – Pardee Center Building 119
Exterior Lead Abatement**

To: The EAST BAY MUNICIPAL UTILITY District ("District")

From: _____
(Official Name of Proposer)

RFQ RESPONSE PACKET GUIDELINES

- **BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFQ RESPONSE WITH ORIGINAL INK SIGNATURES, CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - **EXHIBIT A – RFQ RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN "EXHIBIT A REQUIRED DOCUMENTATION AND SUBMITTALS"**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTION PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED BY PERSON SIGNING THE RFQ RESPONSE.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFQ RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFQ RESPONSE REJECTED IN WHOLE.**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFQ, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFQ RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE.**



BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFQ documents, including, without limitation, the RFQ, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFQ documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ.
4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFQ Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the bidder is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFQ response, the bidder certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Contractors who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFQ Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFQ.
9. The undersigned acknowledges that RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.

10. The undersigned bidder hereby submits this RFQ response and binds itself on award to the District under this RFQ to execute in accordance with such award a contract and to furnish the bond or bonds, and insurance required by the RFQ, subsequent Addenda, bidders Response Packet, and any attachments, shall constitute the Contract, and all provisions thereof are hereby accepted.

11. The undersigned acknowledges **ONE** of the following (please check only one box)*:

- ☐ Bidder is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- ☐ Bidder is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference and none will be given. For additional information on SBE/DVBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General Service Provider, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFQ responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFQ process.

Description	Total Bid Cost (Numerical)
Cost of all materials, equipment, and labor required to complete the project as described in RFQ No. PAR 2001.	\$
Total Bid Cost (Written Out)	\$



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the documentation listed below is required to be submitted with the Exhibit A – RFQ Response Packet. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFQ response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. Description of the Proposed Work:

The RFQ response shall include a brief description of the proposed work. The description should include any limitations that the District should be aware of in evaluating the RFQ response.

2. Sustainability Statement:

- a. Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFQ, or in relation to the manufacture, delivery, or business practices of your firm.
- b. If applicable, please also provide any information you have available on the below:

3. Greenhouse Gas Emissions:

Has your firm taken steps to enhance its ability to assess, track, and address issues regarding the Greenhouse Gas (GHG) Emissions in answer to recent legislations such as the [Buy Clean California Act](#)? If so, please attach any data you can on the embedded greenhouse gas emissions in the production and transport of the products and/or services which will be provided via this RFQ. If this is not available, please describe the approach you plan to take in order to gather and report this information in the future.

- i. For further information on this topic, please see:
<http://www.ghgprotocol.org/scope-3-technical-calculation-guidance>

4. References:

- a. Bidders must use the templates in the “References” section of this Exhibit A – RFQ Response Packet to provide references.

- b. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - i. Bidders must verify the contact information for all references provided is current and valid.
 - ii. Bidders are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
- c. The District may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this RFQ. The District reserves the right to contact references other than those provided in the RFQ response.

5. Exceptions, Clarifications, Amendments:

- a. The RFQ response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ documents, which shall be submitted with the bidder's RFQ response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFQ Response Packet.
- b. **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFQ RESPONSE DISQUALIFICATION.**

6. Contract Equity Program:

- (a) Every bidder must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES

**RFQ No. PAR 2001 - PARDEE CENTER BUILDING 119
EXTERIOR LEAD ABATMENT**

Proposer Name: _____

Proposer must provide a minimum of two references.

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

**EXCEPTIONS, CLARIFICATIONS, AMENDMENTS****RFQ No. PAR 2001 - PARDEE CENTER BUILDING 119
EXTERIOR LEAD ABATMENT****Proposer Name:** _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your bid the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

[Contract Equity Guidelines and Forms](#)

The CEP guidelines and forms can also be downloaded from the District website at the following link:

<http://ebmud.com/business-center/contract-equity-program/>

If you have questions regarding the Contract Equity Program please call (510) 287-0114.



EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFQ Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District, prior to award.

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

The following are the minimum insurance limits, required by the District, to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFQ:

INSURANCE

A. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District.

Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves

the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

B. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

Waiver of Subrogation. Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

C. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.

2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
- ~~7. The policy(ies) covers explosion, collapse, and underground hazards.~~
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Contractor's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

D. Pollution Liability Insurance

CONTRACTOR shall take out and maintain during the life of the Agreement, pollution liability insurance with a minimum of \$2,000,000 of liability coverage. (The amount of insurance shall not be less than \$2,000,000 per occurrence, and with a three year tail if written on a claims-made basis.)

A deductible may be acceptable upon approval of the DISTRICT. The policy shall provide 30 days advance written notice to DISTRICT for cancellation or reduction in coverage.

If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)
Department:
Street Address: 375 11th Street, MS 702
Mailing Address: P.O. Box 24055
City, State, Zip: Oakland, CA 94623-1055

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Purchase Order
Number:

(Completed by EBMUD)

Insured:

Address:

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

TYPE OF INSURANCE: Workers' Compensation Insurance as required by California State Law.

The Workers' Compensation Carrier agrees to waive rights of recovery against District regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise. All Workers' Compensation coverage maintained or procured by permit Holder shall be endorsed to delete the subrogation condition as to District, or must specifically allow the named insured to waive subrogation prior to a loss.

INSURANCE COMPANY:

POLICY NUMBER:

**POLICY
TERM:**

From:

To:

The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District at the Insured.

Signed: _____

Date: _____

Firm: _____

E-mail: _____

Address: _____

Phone: _____

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or conditions of any contract or other document with respect to which this certificate or verification or insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)

Department: _____

Street Address: _____

Mailing Address: _____

City, State, Zip: _____

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____

Insured: _____

Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:
_____**TYPE OF INSURANCE:** Commercial General and Automobile Liability Coverage/Endorsements as required by agreement.**LIMITS OF LIABILITY:****(MINIMUM)**

\$2,000,000/Occurrence, Bodily Injury, Property Damage-General Liability

\$2,000,000/Occurrence, Bodily Injury, Property Damage-Auto Liability

SELF INSURED RETENTION (\$): (Auto) (GL) (if applicable)
Aggregate Limits (AUTO) (GL) (if applicable)**INSURANCE COMPANY(IES):** (Auto) (GL)**POLICY NUMBER(S):** (Auto) (GL)**POLICY TERM:** From: (Auto) (GL) To: (Auto) (GL)**THE FOLLOWING COVERAGES OR ENDORSEMENTS ARE INCLUDED IN THE POLICY(IES):**

1. ☒ The District, its Directors, Officers and Employees are *Additional Insureds* in the policy(ies) as to work being performed under this agreement. ENDORSEMENT NO. _____
2. ☒ The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. ☒ The policy(ies) covers *contractual liability*.
4. ☒ The policy(ies) is written on an *occurrence* basis.
5. ☒ The policy(ies) covers District's Property in Consultant's care, custody and control.
6. ☒ The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. ☐ The policy(ies) covers *explosion, collapse, and underground* hazards.
8. ☒ The policy(ies) covers *products and completed operations*.
9. ☒ The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
10. ☒ The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. ☒ The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

IT IS HEREBY CERTIFIED that the above policies provide liability insurance as required by the agreement between the East Bay Municipal Utility District and the insured.Signed _____
Address _____
_____Firm _____
Date _____
Phone _____



CERTIFICATE OF POLLUTION LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)

Department: _____

Street Address: _____

Mailing Address: _____

City, State, Zip: _____

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____

Insured: _____

Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**TYPE OF INSURANCE:** Pollution Liability (Claims Made Basis)**MINIMUM LIMITS OF LIABILITY:** \$2,000,000 each claim - \$2,000,000 aggregate**INSURANCE COMPANY:** _____**POLICY NUMBER:** _____**POLICY TERM:**

From: _____

To: _____

POLICY TAIL:

From: _____

To: _____

The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District and the Insured.

Signed: _____

Authorized Signature of Broker, Agent, or Underwriter

Date: _____

Firm: _____

Address: _____

Phone: _____

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."

GENERAL REQUIREMENTS**CONTENTS**

1. DEFINITIONS
2. BOND
3. CONTRACTOR'S FINANCIAL OBLIGATION
4. SAMPLES OR SPECIMENS
5. MATERIAL AND WORKMANSHIP
6. DEFECTIVE WORK
7. WARRANTY OF TITLE
8. WARRANTY OF FITNESS
9. SAFETY AND ACCIDENT PREVENTION
10. CHARACTER OF WORKFORCE
11. PREVAILING WAGES & DIR REGISTRATION
12. PAYROLL RECORDS & ELECTRONIC SUBMISSION
13. HOURS OF LABOR
14. EMPLOYMENT OF APPRENTICES
15. CHANGES
16. EFFECT OF EXTENSIONS OF TIME
17. DELAYS
18. TERMINATION
19. DAMAGES
20. ORDER OF PRECEDENCE
21. INDEMNIFICATION/RESPONSIBILITY
22. PROHIBITION OF ASSIGNMENT
23. NEWS RELEASES
24. SEVERABILITY
25. COVENANT AGAINST GRATUITIES
26. RIGHTS AND REMEDIES OF THE DISTRICT
27. WAIVER OF RIGHTS
28. CONFIDENTIALITY

1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.

- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be

returned to the Contractor.

- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

3. CONTRACTOR'S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

4. SAMPLES OR SPECIMENS

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

5. MATERIAL AND WORKMANSHIP

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all Work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

6. DEFECTIVE WORK

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

7. WARRANTY OF TITLE

Contractor shall warrant to the District, its successors and assigns, that the title to the materials, supplies or equipment covered by the Contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.

8. WARRANTY OF FITNESS

Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Contract Documents; shall be fit for the purposes intended and fulfill its design functions; be free of all patent and latent defects in design, materials and workmanship; and perform satisfactorily. It is understood and agreed that by acceptance of this warranty and the acceptance of the materials or supplies to be manufactured or assembled pursuant to these specifications, the District does not waive any warranty either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

9. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

10. CHARACTER OF WORKFORCE

The Contractor shall employ none but skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

11. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to perform work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required to post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type

of worker employed on the Work.

- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

12. PAYROLL RECORDS & ELECTRONIC SUBMISSION

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.

- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Project Manager. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code 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, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

13. HOURS OF LABOR

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.

- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

14. EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

15. CHANGES

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or

change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

16. EFFECT OF EXTENSIONS OF TIME

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its

operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
 - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
 - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

18. TERMINATION

- a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
 3. A receiver is appointed to take charge of the Contractor's property.
 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
 10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense. District shall pay to the Contractor the portion of the contract price allocable to Work completed in accordance with the Contract before the effective date of termination.
 - iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
 - v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.
- b. Termination by the District for Convenience:
- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
 - ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
 - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
 - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the

performance of the discontinued portion of the Work.

4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.

iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:

1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
3. Any proven losses with respect to materials and equipment directly resulting from the termination.
4. Reasonable demobilization costs.

iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.

c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.

d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

19. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the

Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

20. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
 - i. Approved Change Orders.
 - ii. Addenda.
 - iii. RFQ or RFP.
 - iv. Referenced Standard Specifications and Drawings.
 - v. Contractor's Response Packet.
- b. With reference to drawings:
 - i. Numerical dimensions govern over scaled dimensions.
 - ii. Detailed drawings govern over general drawings.
 - iii. Addenda/Change Order drawings govern over contract drawings.
 - iv. Contract drawings govern over standard drawings.
 - v. Notes apply only to the drawing where the notes appear, unless classified as "typical" or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
 - vi. Typical details apply to all drawings unless a specific different detail is shown.

21. INDEMNIFICATION/RESPONSIBILITY

- a. Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
 - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
 - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.

c. This indemnification shall survive termination or expiration of the Contract.

22. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract.

23. NEWS RELEASES

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

24. SEVERABILITY

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

25. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

26. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. WAIVER OF RIGHTS

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its

rights and shall not prevent the District from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

28. CONFIDENTIALITY

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.

END OF SECTION



DATE _____

FAITHFUL PERFORMANCE BOND

CONTRACTOR (Name and California address where service may be effected)

SURETY (Name and California address where service may be effected)

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, the contractor named above, hereinafter called the Contractor, as Principal, and the Surety named above, as Surety, are held and firmly bound unto the East Bay Municipal Utility District, hereinafter called the District, in the sum entered above, lawful money of the United States of America, for the payment of which sum well and truly to be made to the District, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Contractor and the District entered into a Contract of even date herewith, by the terms and conditions of which the Contractor agreed to perform and complete the work, or manufacture, complete, and deliver the material or equipment, set forth in the Contract Documents named in the Contract, all now on file in the office of the Secretary of the District, as will more fully appear by reference to said Contract, which is made a part of this bond;

FAITHFUL PERFORMANCE BOND

NOW, THEREFORE, if the Contractor shall well and truly carry out, execute and perform all things by the Contractor to be carried out, executed and performed, according to the terms and conditions of said Contract, including any and all warranty and guaranty obligations contained therein, then this obligation shall become null and void, otherwise to remain in full force and effect throughout the period of performance, including any warranty or guaranty period.

No prepayment or delay in payment, and no change, extension, addition, or alteration of any provision of said Contract or Contract Documents agreed to between the Contractor and the District, and no forbearance on the part of the District shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code and Section 359.5 of the Code of Civil Procedure of the State of California.

Each signator to this bond hereby declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated the day and year entered on the first page hereof.

Contractor

By _____

*Title _____

By _____

**Title _____

Surety

(SEAL OF SURETY)

By _____

Title _____

Note: The signature of the Surety on this bond must be acknowledged before a Notary Public. An executed Power of Attorney indicating that the Surety's representative is authorized to bind the Surety must accompany this bond.

The foregoing Bond was accepted and approved this _____ day of _____, 20 _____

_____, East Bay Municipal Utility District

Specifications / Proposal No. _____

*If corporation, Corporate President or CEO; if Partnership, Partner.

**Corporate Secretary or financial officer.

**List of District-Approved
Treatment and/or Disposal Sites
for Various Waste Types as of
December 2016**

Note: All of the following transfer, treatment and/or disposal sites have been audited by the District and found to be acceptable, as of the time of the audit, for disposal of waste generated in the course of District projects. Since changes in facility ownership, operation, financial health, and waste acceptance policies may occur at any time among transfer, treatment and disposal facilities, the District makes no guarantee that the facilities listed below will be available or acceptable at the time of disposal. All disposal arrangements need to be pre-approved by the District through the Material Disposal Plan submittal required in Section 01 35 44 of this specification, as well as with the disposal facility through their waste acceptance process. All waste generated in the course of District projects must be treated or disposed of at one of the facilities on this list. If a facility from this list is selected that transfers the waste to another facility for treatment and/or disposal, the District will require evidence that the waste is treated and/or disposed of at one of the approved facilities on this list.

Facility Name	Facility Location	Type of Waste Accepted	
		General	Detailed
Acme Landfill	Martinez, CA	Class II, non-hazardous waste (I and III cells are CLOSED)	Construction-demolition (CD) debris, green waste, scrap metal, wood waste, appliances, other (clean fill, concrete, ceramic tile, asphalt, sheet rock, furniture)
Altamont Landfill & Resource Recovery Facility	Livermore, CA	Class II & III non-hazardous waste landfill	Municipal waste, construction debris, industrial waste, contaminated soils, liquid waste, sludges, treated auto shredder waste (TASW) metal, treated wood, green waste, friable and non-friable asbestos
Aqua Clear Farms	Rio Vista, CA	Class II, drilling mud only	Primarily drilling mud and cuttings from oil and gas exploration; typically 20-30% solids, 58-79% water and 1-2% hydrocarbons
California Asbestos Monofill	Copperopolis, CA	inert asbestos-containing waste only	Asbestos and inert waste tires
Chemical Waste Management, Inc. - Kettleman	Kettleman City, CA	Class 1, RCRA and Non-RCRA hazardous waste landfill	Accepts everything but compressed gases, radioactive waste, infectious material, explosives. NOTE: batteries, mercury, acids, acids requiring neutralization, fuels, oil recycling and wastes requiring incineration are transferred offsite for treatment/disposal at secondary facilities. If used, must ensure secondary facility has been audited by District
Clean Harbors (aka Safety Kleen, formerly Laidlaw) - Buttonwillow	Buttonwillow, CA	Class 1, RCRA and Non-RCRA hazardous waste treatment / landfill	All RCRA haz waste (except flammables, PCBs > 50 ppm, med waste, explosives, and rad waste > 20,000 pCi); hazardous bulk solid and liquid wastes
Clean Harbors Environ. Services, Inc. (Formerly Laidlaw)	5756 Alba St., Los Angeles, CA	RCRA and Non-RCRA hazardous waste treatment	Inorganic acids and bases, industrial wastewater, household haz waste, ethylene glycol, waste oils, batteries, incinerator ash, halogenated solvents, fluorescent and mercury lamps, mercury materials, PCBs, labpacks, asbestos
Safety-Kleen of California (Clean Harbors, formerly Evergreen Oil, Inc.)	Newark, CA	Class 1, RCRA Part B hazardous waste treatment	Used oil, used oil filters, used anti-freeze, RCRA fuel and contaminated petroleum products, and RCRA/non- RCRA oily wastewater

		Type of Waste Accepted	
Facility Name	Facility Location	General	Detailed
Clean Harbors Environmental Services (formerly Solvent Service, Inc., SSI)	1021 Berryessa Road, San Jose, CA 95133	RCRA and Non-RCRA hazardous waste	Solvents, fuels, oils certain paints, corrosive liquids and solids organic and inorganic wastewaters, bulk and drummed solids, lab packs and RCRA solids (D004-D011, F006, D018-D043). T&S main facility handles container & bulk liquids for transfer - consolidation. Additional rail spur transfer facility is permitted.
Clean Harbors Wilmington LLC (aka Teris LLC - ENSCO West)	Wilmington, CA	RCRA and Non-RCRA hazardous waste	Oil recycling, storage and transfer facility for containerized liquid and solid hazardous waste; wastewaters treated at Clean Harbor's San Jose and/or other CH disposal facilities; incinerable wastes shipped to their Aragonite, UT, Kimball, NE, or El Dorado, AR; landfills sent to their Buttonwillow, CA
Crosby & Overton	Long Beach, CA Oakland, CA transfer station	RCRA Part B and Non-RCRA hazardous waste	Bulk liquids for on-site treatment: non-hazardous hydrocarbon-contaminated water, non-RCRA oily water and RCRA-D001 and/or D-18 (oil waters with gasoline). Drummed liquids & solids (roll-offs & triwalls): non-hazardous, non RCRA & RCRA, lab packs and household hazardous waste.
Depressurized Tech. (DTI)	Morgan Hill, CA	Class I, aerosol cans only (RCRA, non-RCRA, and non-haz)	Aerosol cans recovery & recycling (hazardous/non-hazardous; empty/full/partially full)
D/K Dixon	Dixon, CA	Non-RCRA	Used oil, oily water, used antifreeze
ECDC Environmental, L.C.	East Carbon, UT	Class V, non-RCRA hazardous waste	non-RCRA hazardous waste contaminated soils, non-regulated PCB wastes, municipal solid waste, commercial and industrial solid waste, construction/demolition waste; special waste allowed by Utah (e.g. California hazardous waste)
Evoqua Water Technologies (formerly Norris Environmental, U.S. Filter Recovery, Siemens Water Technologies)	Vernon, CA	Class I, RCRA hazardous waste treatment	RCRA solid and liquid waste treatment: acids, caustics, cyanide, chromate, trace organic compounds, hydrocarbons/oils
Forward Landfill, Inc.	Manteca, CA	Class II and III; non-hazardous waste	Non-hazardous waste, PCBs, and oily waste, friable and non-friable asbestos; trench spoils, drilling muds, sewage sludge, construction debris, oily soils
Jess Ranch	15850 Jess Ranch Rd., Tracy, CA95377	Clean fill and biosolids	Clean fill but only after testing including processed organic materials (food waste, green waste, wood waste). Other feedstock may include: organics, contaminated paper, natural fiber products and other inert materials (gypsum, clean C&D, untreated wood waste), biosolids organics composting facility
Keller Canyon Landfill Company (Republic Services)	901 Baily Rd. Pittsburg, CA	California Class II and III landfill that meets Federal Subtitle D requirements	Municipal solid waste, selected contaminated soils, shredder waste, commercial and industrial waste, filter cake/dewatered sludge, agricultural waste, construction/demolition debris, sewage sludge, spent catalyst fines, cannery waste, clean soils, off-spec products

Kleen Industrial Services/ Kleen Blast	Hayward, CA	New and recycled paint blast	New copper slag for paint blasting. Used slag can be returned to Kleen Blast and recycled if passes the TCLP test and is not RCRA hazardous waste. Used blast must be evaluated by the District's Regulatory Compliance Office BEFORE it is given to this vendor
La Vista Quarry	28814 Mission Blvd., Hayward, CA	Class III, Construction Debris	Asphalt & concrete (<3' long), concrete with rebar (<3" from concrete), clean rock and gravel, asphalt roof tiles, broken toilets for recycling and with hardware removed.
Lighting Resources, LLC	1522 East Victory St, #4, Phoenix, AZ	Universal waste recycling	Commercial recycling facility for waste fluorescent lamps, ballasts, batteries, electronic waste and mercury devices.
Newby Island Sanitary Landfill	Milpitas, CA	Class III, non- hazardous waste	Municipal solid wastes, industrial waste, construction/demolition waste, contaminated soils, clean soils, water treatment sludge, and wastewater sludge, grit, and screenings. No liquids, asbestos, or untreated infectious
Phibro-Tech, Inc.	Santa Fe Springs, CA	RCRA Haz. Waste treatment & recycler/recovery	Metals, ammonia, copper metal, acids (etchants), inorganic acidic and alkaline material recovery
Philip Services Corp, dba 21st Century EMI	Fernely, NV	RCRA TSDF recycler	Alkaline batteries for shredding and recycling, inorganic liquid wastes (acids and bases), lab packs containing total organic carbon at or less than 10% per drum. Also a transfer facility to organic wastes.
Potrero Hills Landfill	Suisun City, CA	Class III, Municipal Solid Waste Landfill	Municipal solid waste, agriculture and industrial waste, construction/demolition waste, composts green waste, electronic and 'white goods' recycling. We send our waste polymer sump rinsate to this facility.
Rabanco (Roosevelt Regional Landfill), Allied Waste Services, a Republic Services Co.	Roosevelt, WA	Class III, non- hazardous waste	Municipal solid waste, construction debris, industrial waste, friable and non-friable asbestos, incinerator ash, contaminated waste. No liquids accepted.
Recology - Hay Road Landfill	Vacaville, CA do not use site in Gilroy, CA 95020	Class II, Municipal Solid Waste Landfill	Municipal solid waste, agriculture and industrial waste, construction/demolition waste, sewage sludge and resell treated biosolids; recycling program of green, food, and wood wastes for composting, reuse of concrete and asphalt, and transfer station for e-waste, tires, and metals. Also accepts NON-hazardous waste contaminated soils, friable and non-friable asbestos, and other designated
Redwood Landfill	Novato, CA	Class III, non- hazardous waste	Municipal solid waste, construction debris, petroleum-contaminated soil, grit and grease, dredge and fill material, non-friable asbestos, incinerator ash, treated wood, storm drain cleanings, holding tank pumpings, agricultural wastes, triple-rinsed pesticide containers, sewage sludge. No liquids accepted.
Rho-Chem, LLC. (subsidiary of Philip Services Corp)	Inglewood, LA	RCRA storage and treatment	Class I - RCRA and Non-RCRA - spent solid and liquid recycler
RMC Pacific	Pleasanton, CA	Clean fill and concrete recycling	A good source of clean fill to purchase. If bringing unneeded construction material such as concrete debris, construction debris and/or asphalt debris, do NOT deposit this material at the Granite and Central Concrete sites located within the RMC site. Deposit this material

Rock Creek Landfill (Calaveras Co. owned)	Milton, CA	Class II, non- hazardous waste	Municipal garbage, construction /demolition debris, petroleum-contaminated soil <1000 ppm, sludge, ash, tires, green waste, treated wood; accepts wastes generated in Calaveras County and parts of Alpine County (whose access to local dump is cut off during winter) only
Safety Kleen	Denton, TX	Class I, RCRA and Non- RCRA hazardous waste	Hazardous waste recycling, metals recovery, and bulk storage liquid and solid hazardous waste.
Safety-Kleen, Sacramento	Sacramento, CA	RCRA and Non-RCRA hazardous waste	Paint, dry cleaning solvents, antifreeze, mineral spirits, immersion cleaning solvents, oil filters, photochemical solutions steel wool cartridges and silverflake for recycling and transferring to other treatment facilities.
Salesco Systems USA	Phoenix, AZ	RCRA and non-RCRA solid and liquid mercury and PCB waste from electrical components	Mercury wastes including liquid mercury, mercury compounds and solutions, and mercury contaminated soil; all types of lamps (sodium and mercury vapor, fluorescent, neon); activated carbon contaminated with mercury; PPE contaminated with mercury; PCB wastes from ballasts, transformers and other electrical equipment
Simco Rd. Regional Landfill, owned/operated by Idaho Waste Systems, Inc.	Boise, ID	Class III, RCRA Subtitle D, Non-haz municipal fill, solid waste	Municipal solid waste, sewage sledge, C&D waste, contaminated soil, asbestos, non-haz special wastes, liquids
US Ecology, Inc.	Beatty, NV	Class I, RCRA and Non- RCRA hazardous waste	RCRA (D, F, D, P and U authorized waste codes), solid chemical wastes, drummed and bulk solid wastes, PCB-contaminated materials at TSCA levels (liquid and solids), filter concentrate and cake and corrosive liquids
Vasco Road Landfill, LLC (Republic Services)	Livermore, CA	Class II and III non- hazardous waste	Municipal solid wastes, construction & demolition debris INCLUDING dry wall and non-friable asbestos containing materials, clean (naturally uncontaminated) soil, sewage & wastewater treatment sludge & grit, industrial sludges & filters from cleaning processes (foundry slag and sand), petroleum & lead contaminated soils and drilling muds (Class II and III), green waste for recycling (bio-solids, scrap metal, asphalt/concrete crushing).
Veolia Environmental Services (ES) Technical Solutions (Formerly AETS)	Richmond, CA	Oil recycling, containerized RCRA and non-RCRA hazardous waste for transfer	RCRA and non-RCRA haz wastes, household haz waste for transfer to secondary facility for treatment and/or packaging - disposal. Accepts: wastewater, contaminated soils, inorganics, organics, paint sludges, pesticides, reactives, halogenated and nonhalogenated solvents, heavy metals, acids, caustics, and oils. NOTE: if this facility is used, ensure final disposal facility is approved for EBMUD use
Vulcan Materials Co.	Pleasanton, CA	Class III, Land reclamation & aggregates recycling	Low moisture content, non-water soluble, non- decomposable, non-hazardous inert wastes. Construction & demolition wastes and excavated earth. Clean fill (no contaminants or organic material). Recycled asphalt, cinder blocks, bricks, concrete, clean rock/gravel. No liquids.



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Appendix A

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January 18, 2016

Mr. David Woodard, CSP and Charlyn Sarkis
East Bay Municipal Utility District
375 11th Street
Oakland, CA 94607 - 4240

Dear Mr. Woodard and Ms. Sarkis:

This letter reports the findings of Hazard Management Services, Inc.'s (HMS, Inc.'s) asbestos and lead survey for Residence...irat Camp Pardee in Valley Springs, CA. This inspection included the interior and exterior accessible surfaces and materials on the interior and exterior of the home. This inspection did not look for PCBs in the sealants and putties (window glazing, window and door frames, etc.) as these materials are apparently not scheduled to be disturbed at this time.

This inspection was conducted by Michael C. Sharp and Jacob M. Sharp on January 8, 2016. Michael Sharp is an EPA Accredited Building Inspector, Cal/OSHA Certified Asbestos Consultant and Department of Public Health Certified Lead Inspector. Jacob Sharp is an EPA Accredited Building Inspector. Accreditations and certifications are attached for both are attached to this report.

PROCEDURES - ASBESTOS

HMS, Inc. visually inspected the structure for suspect asbestos-containing materials. Bulk samples were collected of each material suspected to contain asbestos either by cutting the material or using a copper corer and a power drill. The samples were sent, along with a proper chain of custody, to Forensic Analytical Laboratories, Inc. (FAU) of Hayward, CA. FALi is accredited by the National Institute of Standards and Technology's (NIST's) National Voluntary Laboratory Accreditation Program (NVLAP). FALi analyzed the samples by polarized light microscopy (PLM). Copies of FALi's laboratory reports and accreditation are attached.

The asbestos survey information has been entered into HMS, Inc.'s FHast Track inspection program. FHast Track was used to generate the attached Functional Space Notes (FSN) report.

The FSN report is a room-by-room breakdown of all materials found during the inspection, whether those materials are suspect for containing asbestos or not. This FSN is the report that is most useful for creating demolition or renovation specifications, or for notifying contractors who are working on-site of which materials contain asbestos and which do not. It is also a useful report for maintaining asbestos in place and notifying those conducting maintenance and custodial activities of which materials contain asbestos and which do not.

The attached Room Area Designation and Sample Location Map identifies rooms based on a number scheme that was developed during the inspection. This allows rooms to be easily identified without reliance on the naming system currently in use within the structure. This map also identifies the areas where the bulk asbestos samples were collected for asbestos analysis.

RESULTS - ASBESTOS

A total of thirty-two samples was collected from twenty-eight different materials suspected to contain asbestos. Of these twenty-eight materials only three were found to contain asbestos. Two of these twenty-eight materials were assumed to contain asbestos because they could not be sampled.



Mr. David Woodard, CSP and Charlyn Sarkis
East Bay Municipal Utility District
January 18, 2016
Page Two

The materials sampled and found to contain asbestos were the drywall materials in the kitchen, both of which contain asbestos only in the joint compound, and the 12" vinyl floor tiles found under the linoleum in the kitchen and pantry spaces. The drywall (two types) in the kitchen is occasionally covered by a faux "brick and mortar" backsplash. Removal of this backsplash would impact the drywall joint compound and should be conducted only by personnel with the proper training and equipment.

The two suspect materials that were not sampled were the electrical wiring seen in the kitchen and attic spaces and the firebox in the chimney. This knob and wire electrical wiring insulation, and the firebox in the chimney must be assumed to contain asbestos and handled as though they contain asbestos until sampled and proven otherwise. HMS, Inc. did not sample the wiring insulation because electrical power to the building was still on during the inspection. HMS, Inc. did not sample the firebox of the chimney because it is not currently accessible and does not appear to be scheduled for removal or disturbance in the upcoming renovation of this residence.

Materials sampled and found to be asbestos free included:

Plaster Walls and Ceilings seen throughout
4" Red Ceramic Tile Grout at the Fireplace
Hardwood Floors with Moisture Barrier
Water Intrusion Drywall in the Restroom
4" White Ceramic Tile Grout in Restroom
5" Brown Ceramic Tile Grout on the Porch
Debris on the ground in the Basement
White Paint on Exterior of House
Door Frame Sealant
Roof Moisture Barrier (below shingles)

Linoleum and Mastic in the Kitchen and Restroom
Stone Mortar at the Fireplace mantel and chimney
Epoxy/Cement Flooring in the Restroom
Wood Panel and Glue in the Restroom
Rubberized sealant in the Restroom at the Tub
Green Trim Paint on the Exterior of the Home
Asphalt Moisture Barrier under Exterior Siding
Composite Roof Shingles
Stone Asphalt and Concrete (exterior patio)
Mastic at Roof Jack (vent)

These materials, both those containing asbestos and those that do not, are listed in a space by space format in the attached FSN report. Pictures of most materials have been attached to this report as well.

PROCEDURES - LEAD

HMS, Inc. visually inspected the building for various paints and coatings. A Niton X-Ray Fluorescence Spectrum Analyzer (XRF) was used to test for lead paint (Niton Model 300). An XRF can measure the concentration of lead in a coating without damaging the coating during the sampling process. The XRF bombards suspected lead-containing coating with very low levels of radiation. It then analyzes the X-rays that are emitted from the coating. Lead molecules produce a distinct X-ray. The XRF counts the number of lead-emitted X-rays and calculates the number of lead molecules in the area. The instrument then calculates the weight of lead per a defined, measured area. The results are reported in milligrams of lead per square centimeter (mg/cm²). This unit tests all layers of a coating simultaneously.

Paints that contain lead at levels of 1.0 mg/cm² and above are lead-based paints. Paints that are found to contain lead at levels less than 1.0 mg/cm² are considered lead-containing paints. No chip sampling of paints was conducted due to the fact that the XRF found lead, at least at low levels, in every coating sampled.



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The *X-Ray Fluorescence Spectrum Analysis of Paints and Coatings* table, showing where paint and coating tests were conducted, the color, the substrate and condition of the paint or coating, as well as the test result has been attached to this report. It should be understood that this table indicates the location of the paint test. not all locations where any specific paint exists.

Also attached to this report is the mandatory California Department of Public Health (CDPH) Form 8552. This form is required any time a lead survey or lead hazard evaluation is conducted in CA. HMS, Inc. has also faxed a copy of this form to CDPH as required by regulations.

RESULTS-LEAD

Nearly every painted surface at this site contains at least some lead, in at least one layer of paint. Some coatings in this home have exceptionally high levels of lead. These coatings include:

- Paint on most interior plaster walls and ceilings
- Wood door frames
- Most wood doors
- Window frames
- Window sills (most window trim has been removed from interior windows)

XRF testing did not find any surfaces with undetectable (by XRF) levels of lead, though shutters and the exterior entry door to the Pantry had readings low enough to be within the margin of error for an XRF at levels of lead below 1.0 mg/cm². These surfaces were not bulk sampled, because they do not comprise a significant amount of surface area for this home. See attached

Cal/OSHA regulations apply to paints and coatings with any detectable levels of lead. Lead safe work practices and lead training for those conducting the renovation work will be required for this interior renovation project. Lead training for demolition of the interior surfaces of this home should be a minimum of Action Level training which is typically 4 to 8 hours in length.

The EPA's Renovation, Repair and Painting (RRP) Rule applies to this project because this is a residential property (provided it will remain a residence after renovation) and it was constructed prior to 1978. This rule requires anyone disturbing more than six square feet of lead-based coatings on the interior of the home, or twenty square feet of lead-based coatings on the exterior of the home, to be RRP certified. Removal of windows would also trigger compliance with this rule, regardless of the amount of paint disturbed. This certification requires attendance and successful completion (twenty five question exam) of an 8 hour training course.

Title 17, the regulation that empowers CDPH to have jurisdiction on projects involving lead would be triggered if the work at this house were being conducted because the lead exists. To HMS, Inc.'s knowledge, this work is not being conducted because the lead is there. The planned renovation just happens to be impacting lead in this home.



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If CDPH Title 17 jurisdiction applied to this project, workers would require 24 hours of certified training and certification by CDPH. Supervisors would require 40 hours of training, three years' experience, passage of a State test and certification by CDPH. This certification process often takes as much as 90 days. Another aspect to CDPH jurisdiction on a project is the need to collect clearance samples at the conclusion of the project. Certification of the workers and clearance samples can add thousands of dollars to a project.

Additional ways to trigger Title 17, and therefore compliance with the requirements of Title 17, include:

- Allowing lead-containing (not just lead-based) coating to reach unprotected floor or ground surfaces (conducting work without the proper containment),
- Creation of a lead hazard (allowing lead to build up to more than 40 microgram per square foot (ug/sf) on the floor or 250 ug/sf on any other surfaces in the home
- Allowing workers to be exposed above the current Cal/OSHA Permissible Exposure Limit for lead (regardless of use of mask), which is 50 micrograms per cubic meter of air (ug/m3).

The above issues should be prevented from occurring on this project if at all possible, as all of them must be avoided in order for the project to be conducted in a "lead safe fashion," even if CDPH jurisdiction were to apply to this project – which currently it does not.

RECOMMENDATION FOR REMEDIATION

The best approach for remediation of hazardous materials is always to remove all hazardous materials from a given work area prior to allowing any non-remediation contractors to enter the area. This not only allows renovation activities to be conducted without concern for hazardous materials, speeding the project, but is also the lowest long term price tag for the building owner. Another benefit to complete removal of all hazardous materials from the project area is a significant reduction in liability associated with the accidental or inadvertent disturbance of remaining hazardous materials.

Unfortunately, complete removal of all potentially hazardous materials from a home renovation project such as what is planned for this house, would require unnecessary removal of lead-based paints from its exterior. However, complete removal of all wall and ceiling surfaces within this home could allow the renovation activities to be conducted without regard for asbestos or lead, except on the rare occasion that exterior surfaces had to be penetrated, covered, replaced or otherwise disturbed.

HMS, Inc. would suggest that EBMUD contract with a properly licensed asbestos abatement contractor, who has appropriately trained RRP and lead in construction workers, to tear out all floor wall and ceiling surfaces within this home. While there is not much in the way of asbestos to be removed on this project, most asbestos abatement contractor employees are fully trained in both asbestos and lead. There is no such thing as a "licensed lead remediation" contractor, otherwise a lead remediation contractor would be a more appropriate chose for this project.



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East Bay Municipal Utility District
January 18, 2016
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Minimal work can, and has, been conducted by EBMUD employees within this residence. Provided these activities do not disturb the hazardous materials present in an inappropriate fashion, workers have the proper training and disturbance of de-minimis amounts that trigger various regulatory requirements are not exceeded, there are no additional concerns on this project due to these activities.

HMS, Inc. can assist EBMUD with any or all of the following activities:

Conducting asbestos class III (16 hours), lead action level (4-8 hours), lead RRP (8 hours) or CDPH Certification level (24 -40 hours) training as needed by EBMUD personnel.

Writing specifications that require the remediation work to be conducted in both a legal and a safe fashion.

Obtaining the services of a properly licensed asbestos abatement contractor, with properly trained lead workers. This can be through a bidding process or through the gathering of two to five quotes from contractors HMS, Inc. works with on a regular basis.

Monitoring and documenting that the remediation work is conducted per Federal, State and local regulations, as well as per the project specification. The required full time coverage of the project by HMS, Inc. personnel.

Clearance of the asbestos and lead removal work as appropriate for the remediation work conducted.

HMS, Inc. cannot accurately estimate the cost of the remediation work at this time, as we do not know the approach EBMUD wishes to take on this project. However, if HMS, Inc.'s suggestion of complete interior removal of walls and ceilings is conducted, the remediation project would likely cost between \$20,000 and \$30,000 - much of this expense due to the remote location of the project.

HMS, Inc. could conduct the activities listed above, except the training, provided we are able to write a specification that limits the remediation contractor's time on site, for an estimated \$5000. Of course, once the project is better defined, we can give you a more accurate estimation of our costs. HMS, Inc. typically works on a time and materials basis with a not-to-exceed maximum, so if less time or fewer samples are required than anticipated, our price is reduced accordingly. We also write specifications that include liquidated damages for contractors that take more time to complete the project than allowed, which helps cover any additional cost incurred by HMS, Inc. for being on site longer than expected.

HMS, Inc. typically charges \$250 an hour for any type of training we provide. However, the CDPH Certification training, if needed, would have to be quoted on a "per class" basis; as it would have to be offered through UC Berkeley Center for Occupational and Environmental Health.



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January 18, 2016
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If you have any questions concerning the Information in this report or would like a proposal more detailed from HMS, Inc. to write specs, monitor, document and clear the project, or if you would like to arrange for any of trainings listed above, please do not hesitate to call me at (209) 551-2000 or (209) 993-6123 or contact me by e-mail at msharp@hazmanage.com.

Sincerely,

Michael C. Sharp
CEO/Director of Training - HMS, Inc.
Director of Training - UC Berkeley COEH
Cal/OSHA CAC 94-1564
CDPH I/S/M 3763

Enclosures:

Functional Space Notes
Laboratory Analysis and Chain of Custody for Bulk Samples
Asbestos Sample Map
XRF Testing Reporting Form
CDPH Form 8552
Materials Picture Log
HMS, Inc. Personnel Certifications and Accreditations

Functional Space Notes

HAZARD MANAGEMENT SERVICES, INC.

Client: East Bay MUD

Site: Camp Pardee

HMS Project Number: M16002

Date of inspection: January 8, 2016

Materials	Material Class	Percent Asbestos	Hmgn's Sampled Here?	Footage Sq/Ln/Jnts	Friable? Yes/No
Building: <u>117 Residence</u>		Room: <u>1 Dining Room</u>			
Floor:	Hardwood Floors -Moisture Barrier Below	MISC	None Detected	8	150 sq
	<i>Comment: Moisture barrier is between hardwood slats and subfloor below.</i>				
Baseboard:	6" Baseboard - Wood	NON	Non-Suspect		
	<i>Comment: Nailed up, does not appear to have glue behind.</i>				
Walls:	Plaster	SURF	None Detected	1C	450 sq
Ceiling:	Plaster	SURF	None Detected		150 sq
Building: <u>117 Residence</u>		Room: <u>2 Kitchen</u>			
Floor:	12" Vinyl Floor Tile and Mastic - Gray	MISC	2 %	2	132 sq No
	<i>Comment: Under linoleum Material Comment: Asbestos in mastic only</i>				
Floor:	Hardwood Floors -Moisture Barrier Below	MISC	None Detected	8 SA	132 sq
	<i>Comment: Under other floors. Material Comment: Moisture barrier is between hardwood slats and subfloor below.</i>				
Floor:	Linoleum and mastic- Flower	MISC	None Detected	3 3A	132 sq
	<i>Comment: White with blue squares and flowers.</i>				
Floor:	Wood	NON	Non-Suspect		
	<i>Comment: Where appliances and casework has been removed. Material Comment: May be over other flooring materials.</i>				
Baseboard:	6" Baseboard -Wood	NON	Non-Suspect		
	<i>Comment: Base is 4" in this space - still non-suspect. Material Comment: Nailed up, does not appear to have glue behind.</i>				
Walls:	Brick and Mortar (backsplash)	MISC	2 %	33 33A	37 sq No
	<i>Comment: Backsplashes Material Comment: May be that this material is glued to drywall with asbestos in the drywall - per laboratory report</i>				
Walls:	Drywall w/ Joint Compound	MISC	2 %	11	129 sq No
	<i>Comment: No Skim Coat. Asbestos in the joint compound.</i>				
Walls:	Plaster	SURF	None Detected	1 1A	250 sq
Ceiling:	Drywall w/ Joint Compound	MISC	2 %	11 11A, 118	132 sq No
	<i>Comment: False ceiling Material Comment: No Skim Coat. Asbestos in the joint compound.</i>				
Ceiling:	Plaster	SURF	None Detected	1	132 sq
	<i>Comment: Above Drywall</i>				

Functional Space Notes

HAZARD MANAGEMENT SERVICES, INC.

Client: East Bay MUD

Site: Camp Pardee

HMS Project Number: M16002

Date of Inspection: January B, 2016

Materials	Material Class	Percent Asbestos	Hmgns Matrl #	Sampled Here?	Footage Sq n/Jnts	Friable? Yes/No
Building: 117 Residence						
Room: 3 Pantry						
Floor: 12" Vinyl Floor Tile and Mastic - Gray	MISC	2 %	2	2A	42 sq	No
<i>Comment: Under linoleum Material Comment: Asbestos in mastic only</i>						
Floor: Hardwood Floors -Moisture Barrier Below	MISC	None Detected	8		42 sq	
<i>Comment: Under other floors. Material Comment: Moisture barrier is between hardwood slats and subf/oor below.</i>						
Floor: Linoleum and mastic-Flower	MISC	None Detected	3		42 sq	
<i>Comment: White with blue squares and flowers.</i>						
Baseboard: 6" Baseboard - Wood	NON	Non-Suspect				
<i>Comment: Base is 4" in this space - still non-suspect. Material Comment: Nailed up, does not appear to have glue behind.</i>						
Walls: Plaster	SURF	None Detected	1		208 sq	
Ceiling: Plaster	SURF	None Detected	1		42 sq	
<i>Comment: Above Drywall</i>						
Building: 117 Residence						
Room: 4 Front Room						
Floor: Hardwood Floors -Moisture Barrier Below	MISC	None Detected	8	SB	300 sq	
<i>Comment: Moisture barrier is between hardwood slats and subfloor below.</i>						
Baseboard: 6" Baseboard -Wood	NON	Non-Suspect				
<i>Comment: Nailed up, does not appear to have glue behind.</i>						
Walls: Plaster	SURF	None Detected	1	1B	630 sq	
Ceiling: Plaster	SURF	None Detected	1		300 sq	
Fireplace: 4" Ceramic Tile-Red	MISC	None Detected	6	6A	15 sq	
<i>Comment: On floor in front of fireplace</i>						
Fireplace: Firebox	TSI	Assumed	10		10 sq	No
<i>Comment: No access to t/Jis material - assume it exists within stone and mortar chimney.</i>						
Fireplace: Stone and Mortar	MISC	None Detected	7	7A, 78	100 sq	
<i>Comment: Chimney Material Comment: Stone not suspect for asbestos, mortar sampled for asbestos.</i>						
Building: 117 Residence						
Room: 5 Hallway						
Floor: Hardwood Floors -Moisture Barrier Below	MISC	None Detected	8		24 sq	
<i>Comment: Moisture banter is between hardwood slats and subf/oor below.</i>						
Baseboard: 6" Baseboard - Wood	NON	Non-Suspect				
<i>Comment: Nailed up, does not appear to have glue behind.</i>						
Walls: Plaster	SURF	None Detected	1		210 sq	
Ceiling: Plaster	SURF	None Detected	1		30 sq	
<i>Room Includes closet</i>						
<i>Comments:</i>						

Functional Space Notes

HAZARD MANAGEMENT SERVICES, INC.

Client: East Bay MUD

Site: Camp Pardee

HMS Project Number: M16002

Date of Inspection: January 8, 2016

Materials		Material Class	Percent Asbestos	Hmgns Sampled Matrl #	Here?	Footage Sq/Ln/Jnts	Friable? Yes/No
Building: <u>117 Residence</u>		Room: <u>6 Bedrooms</u>					
Floor:	Hardwood Floors -Moisture Barrier Below	MISC	None Detected	8		324 sq	
	Comment: Moisture barrier is between hardwood slats and subfloor below.						
Baseboard:	6" Baseboard - Wood	NON	Non-Susped				
	Comment: Nailed up, does not appear to have glue behind.						
Walls:	Plaster	SURF	None Detected	1		702 sq	
Ceiling:	Plaster	SURF	None Detected			324 sq	
Room Comments:	May have been two rooms at one point - single room now. Includes closet.						
Building: <u>117 Residence</u>		Room: <u>7 Restroom</u>					
Floor:	Linoleum and Mastic- White	MISC	None Detected	4	4A	72 sq	
	Comment: Appears to be over epoxy flooring						
Walls:	4" White - Ceramic Tile Grout & Mortar	MISC	None Detected	15	15A	120 sq	
	Comment: At shower						
Walls:	Drywall - Water Intrusion	MISC	None Detected	13	13A	40 sq	
Walls:	Plaster	SURF	None Detected	1		324 sq	
	Comment: Covered with glued up paneling						
Walls:	Wood Paneling and Glue	MISC	None Detected	14	14A		
	Comment: Over plaster. Material Comment: Wood Panel not suspect for asbestos content but glue sampled for asbestos.						
Ceiling:	Plaster	SURF	None Detected			72 sq	
Floor & Baseboard	Epoxy/Cement Flooring	MISC	None Detected	12	12A	36 ln	
	comment ; Poured in place - has epoxy finish but looks like concrete when chipped.						
Tub:	Rubberized Sealant	MISC	None Detected	16	16A	30 ln	
	Comment: At edges of tub and corners of tile wall.						
Building: <u>117 Residence</u>		Room: <u>Attic</u>					
Floor:	Fiberglass	NON	Assumed				
Floor:	Wood	NON	Non-Suspect				
	Comment: May be over other flooring materials.						
Walls:	Wood	NON	Non-Suspect				
	Comment: May be over other flooring materials.						
Ceiling:	Wood	NON	Non-Suspect				
	Comment: May be over other nooring materials.						
Ducts:	Metal	NON	Non-Suspect				
Elterical Wiring:	Wiring	MISC	Assumed	900			No
	Comment: 200 Unear feet and extends into walls						

Functional Space Notes

HAZARD MANAGEMENT SERVICES, INC.

Client: East Bay MUD

Site: Camp Pardee

HMS Project Number: M16002

Date of Inspection: January 8, 2016

Materials	Material Class	Percent Asbestos	Hmgn's Sampled Mat'l #	Here?	Footage Friable? Sq/Ln/Jnts Yes/No
Building: 117 Residence					
Room: Basement					
Floor:	Debris	MISC	None Detected	19	19A
<i>Comment: Southeast end, 25% of space</i>					
Floor:	Dirt	NON	Non-Suspect		
Walls:	Asphalt Paper Moisture Barrier	MISC	None Detected	20	20A
<i>Comment: Assumed to exist inside all exterior walls</i>					
Walls:	Brick and Mortar	MISC	None Detected	5	5A
<i>Comment: Brick not suspect for asbestos content but mortar has been sampled for asbestos.</i>					
Walls:	Wood	NON	Non-Suspect		
<i>Comment: May be over other flooring materials.</i>					
Ceiling:	Fiberglass	NON	Assumed		
Pipes:	Metal	NON	Non-Suspect		
<i>Comment: No insulated pipes seen</i>					
HVAC:	Metal with Fiberglass insulation	NON	Non-Suspect		
Building: 117 Residence					
Room: Exterior					
Walls:	Asphalt Paper Moisture Barrier	MISC	None Detected	20	2010 sq
Walls:	Paint-White	SURF	None Detected	22	
Walls:	Wood siding	NON	Non-Suspect		
Roofs:	Comp. Shingles	MISC	None Detected	26	26A
Doors:	Door Frame Sealant	MISC	None Detected	27	27A
Trim:	Exterior Paint Green	SURF	None Detected	30	30A
Roof:	Mastic-Roof Jack	MISC	None Detected	32	32A
<i>Comment: Peaked roof - footage guestimated</i>					
Roof:	Roof Moisture Barrier	MISC	None Detected	31	31A
Ground:	Stone and Asphalt and Concrete	MISC	None Detected	29	29A
Trim:	Trim Paint-Green	MISC	None Detected	18	200 sq
<i>Comment: SJW Window Sil/</i>					
Windows:	Window frame sealant	MISC	None Detected	23	

Functional Space Notes

HAZARD MANAGEMENT SERVICES, INC.

Client: East Bay MUD

Site: Camp Pardee

HMS Project Number: M16002

Date of Inspection: January 8, 2016

Materials	Material Class	Percent Asbestos	Hmgns Matrl #	Sampled Here?	Footage Sq/Ln/Jnts	Friable? Yes/No
Building: <u>117 Residence</u>		Room: <u>Porch</u>				
Floor:	5" Ceramic Tile and Grout and Mortar	MISC	None Detected	17		189 sq
Baseboard:	5" Ceramic Tile and Grout and Mortar	MISC	None Detected	17	17A	68 ln
Walls:	Window frame sealant	MISC	None Detected	23	23A	
Walls:	Wood	NON	Non-Suspect			
	<i>Comment: May be over other flooring materials.</i>					
Ceiling:	Wood	NON	Non-Suspect			
	<i>Comment: May be over other flooring materials.</i>					
Exterior:	Paint-White	SURF	None Detected	22	22A	
Exterior:	Trim Paint-Green	MISC	None Detected	18	18A	
	<i>Comment: S/W Window Sill</i>					

Functional Space Notes
HAZARD MANAGEMENT SERVICES, INC.

Client: East Bay MUD

Site: Camp Pardee

HMS Project Number: M16002

Date of Inspection: January 8, 2016

Table of Contents

Reference Only



Bulk Asbestos Analysis

(EPA Method 600/R.-93-116, Visual Area Estimation)

Hazard Mgmt Svcs-Modesto/Plst Hill
Michael Sharp
P.O. Box 576848

Modesto, CA 95357-6848

Client ID: 1146
Report Number: B215109
Date Received: 01/11/16
Date Analyzed: 01/13/16
Date Printed: 01/13/16
First Reported: 01/13/16

Job ID/Site: M16002 - East Bay MUD, Camp Pardee

Date(s) Collected: 01/08/2016

FALi Job ID: 1146
Total Samples Submitted: 32
Total Samples Analyzed: 32

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
HMS-M16002-1A	11719742						
Layer: Grey Plaster			ND				
Layer: White Plaster			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-1B	11719743						
Layer: White Plaster			ND				
Layer: Beige Plaster			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-1 C	11719744						
Layer: White Plaster			ND				
Layer: Beige Plaster			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-2A	11719745						
Layer: Light Grey Tile		Chrysotile	2 %				
Layer: Yellow Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (2%)					
Cellulose (Trace)							
HMS-M16002-3A	11719746						
Layer: Off-White Sheet Flooring			ND				
Layer: Fibrous Backing			ND				
Layer: Yellow Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %) Fibrous Glass (5 %) Synthetic (10 %)							
HMS-M16002-4A	11719747						
Layer: Off-White Sheet Flooring			ND				
Layer: Fibrous Backing			ND				
Layer: Yellow Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %) Fibrous Glass (5 %) Synthetic (10 %)							

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
HMS-M16002-5A	11719748						
Layer: White Mortar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HLIIS-M16002-6A	11719749						
Layer: Red Ceramic Tile			ND				
Layer: Grey Grout			ND				
Layer: Black Grout			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-7A	11719750						
Layer: Grey Mortar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-7B	11719751						
Layer: Grey Mortar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-8A	11719752						
Layer: Brown Fibrous Material			ND				
Layer: Tan Mastic			ND				
Layer: Black Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (95 %)							
HMS-M16002-8B	11719753						
Layer: Tan Fibrous Material			ND				
Layer: Black Fibrous Material			ND				
Layer: Brown Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (95 %)							
HMS-M16002-11A	11719754						
Layer: White Drywall			ND				
Layer: White Tape			ND				
Layer: White Joint Compound		Chrysotile	2 %				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (Trace)					
Cellulose (20 %) Fibrous Glass (10 %)							
HMS-M16002-11B	11719755						
Layer: White Drywall			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %) Fibrous Glass (10 %)							

Client Name: Hazard Mgmt Svcs-Mcx:Iesto/Plst Hill

Report Number: B215109

Date Printed: 01113/16

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
HMS-M16002-12A	11719756						
Layer: Red Cementitious Material			ND				
Layer: Grey Cementitious Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-13A	11719757						
Layer: Brown Drywall			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %) Fibrous Glass (10 %)							
HMS-M16002-14A	11719758						
Layer: White Plaster			ND				
Layer: Yellow Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-15A	11719759						
Layer: White Cementitious Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-16A	11719760						
Layer: White Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-17A	11719761						
Layer: Dark Brown Cementitious Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-18A	11719762						
Layer: Green Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-19A	11719763						
Layer: Debris			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
HMS-M16002-20A	11719764						
Layer: Black Felt			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (90 %)							
HMS-M16002-22A	11719765						
Layer: White Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							

Client Name: Hazard Mgmt Svcs-Modesto/Plst Hill

Report Number: B215109

Date Printed: 01/13/16

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
HMS-M16002-23A	11719766						
Layer: Tan Putty			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-26A	11719767						
Layer: White Roof Shingle			ND				
Layer: Black Roof Shingle			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (5 %)		Fibrous Glass (45 %)					
HMS-M16002-27A	11719768						
Layer: Tan Putty			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-29A	11719769						
Layer: Grey Cementitious Material			ND				
Layer: Black Cementitious Tar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-30A	11719770						
Layer: Green Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-31A	11719771						
Layer: Black Felt			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (90 %)							
HMS-M16002-32A	11719772						
Layer: Black Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
HMS-M16002-33A	11719773						
Layer: Off-White Non-Fibrous Material			ND				
Layer: White Skimcoat/Joint Compound		Chrysotile	2 %				
Total Composite Values of Fibrous Components:		Asbestos (Trace)					
Cellulose (Trace)							

PAR-2001

Client Name: Hazard Mgmt Svcs-Modesto/Pist Hill

Report Number: B215109

Date Printed: 01/13/16

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
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Reference Only

Tad Thrower

Tad Thrower, Laboratory Supervisor, Hayward Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

Analytical results and reports are generated by Forensic Analytical Laboratories Inc. (FALI) at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by FALI to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by FALI. The client is solely responsible for the use and interpretation of test results and reports requested from FALI. Forensic Analytical Laboratories Inc. is not able to assess the degree of hazard resulting from materials analyzed. FALI reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.

BULK Material Analysis Request Form

Hazard Management Services, Inc.

Modesto
P.O. Box 576848
Modesto, CA 95355-1755
(209) 551 - 2000
FAX: (209) 575 - 5657

Date Submitted: 01/08/16
Contact: Michael Sharp
Collected By: Michael Sharp
Date(s) Collected: 01/08/16
Job ID: East Bay MUD
Job Site: Camp Pardee

Analysis Requested: **PLM with Dispersion Staining**
Turn Around Time: **2 DAY**
Laboratory: Forensic Analytical, Inc.
Special Instructions:
Project ID / Job No: M16002
Bill to: Hazard Management Services, Inc.

Sample ID	Material Description / Location
HMS-M16002-1A	Plaster 117 Residence, 2 Kitchen, North wall
HMS-M16002-1B	Plaster 117 Residence, 4 Front Room, West wall
HMS-M16002-1C	Plaster 117 Residence, 1 Dining Room, East wall
HMS-M16002-2A	12" Vinyl Floor Tile and Mastic - Gray 117 Residence, 3 Pantry, West side
HMS-M16002-3A	Linoleum and mastic- Flower 117 Residence, 2 Kitchen, West side
HMS-M16002-4A	Linoleum and Mastic- White 117 Residence, 7 Restroom
HMS-M16002-5A	Brick and Mortar 117 Residence, Basement, Comment: Not same as backslash
HMS-M16002-6A	4" Ceramic Tile-Red 117 Residence, 4 Front Room, West side
HMS-M16002-7A	Stone and Mortar 117 Residence, 4 Front Room, East side
HMS-M16002-7B	Stone and Mortar 117 Residence, 4 Front Room, West side
HMS-M16002-8A	Hardwood Floors - Moisture Barrier Below 117 Residence, 2 Kitchen, In kitchen upper east corner. Core sample of hardwood floor.
HMS-M16002-8B	Hardwood Floors - Moisture Barrier Below 117 Residence, 4 Front Room, South corner. In kitchen upper east corner. Core sample of hardwood floor.
HMS-M16002-11A	Drywall w/ Joint Compound 117 Residence, 2 Kitchen, In Kitchen East Wall
HMS-M16002-11B	Drywall w/ Joint Compound 117 Residence, 2 Kitchen, No joint compound west wall
HMS-M16002-12A	Epoxy/Cement Flooring 117 Residence, 7 Restroom
HMS-M16002-13A	Drywall - Water Intrusion 117 Residence, 7 Restroom, In bathroom
HMS-M16002-14A	Wood Paneling and Glue 117 Residence, 7 Restroom, East wall
HMS-M16002-15A	4" White - Ceramic Tile Grout & Mortar 117 Residence, 7 Restroom, At edge of rug

Submitted By: Michael Sharp

Date Submitted: 1/8/16

Submitted Via: Fed Ex

Received By: JP581

Date Received: JAN 14 2016

Received Via: Fed Ex

Date Printed: 1/8/2016

BULK Material Analysis Request Form

Hazard Management Services, Inc.

Modesto
P.O. Box 576848
Modesto, CA 95355-1755
(209) 551 - 2000
FAX: (209) 575 - 5657

Date Submitted: 01/08/16
Contact: Michael Sharp
Collected By: Michael Sharp
Date(s) Collected: 01/08/16
Job ID: EastBayMUD
Job Site: Camp Pardee

Analysis Requested: PLM with Dispersion Staining
Turn Around Time: 2 DAY
Laboratory: Forensic Analytical, Inc.
Special Instructions:
ProjectID /Job No: M16002
Bill to: Hazard Management Services, Inc.

SampleID	Material Description Location
HMS-M16002-16A	Rubberized Sealant <u>117 Residence, 7 Restroom</u>
HMS-M16002-17A	<u>5" Ceramic Tile and Grout and Mortar</u> <u>117 Residence, Porch, Top of stairs to porch</u>
HMS-M16002-18A	Trim Paint-Green <u>117 Residence, Porch, Lw wind sill</u>
HMS-M16002-19A	Debris <u>117 Residence, Basement, In floor</u>
HMS-M16002-20A	Asphalt Paper Moisture Barrier <u>117 Residence, Basement, At entry</u> basement
HMS-M16002-22A	Paint-White <u>117 Residence, Porch, Siding south side at damaged paint</u>
HMS-M16002-23A	<u>Window frame sealant</u> <u>117 Residence, Porch, Pantry Window East side</u>
HMS-M16002-26A	<u>Comp Shingles</u> <u>117 Residence, Exterior, East edge of roof by pantry</u>
HMS-M16002-27A	Door Frame Sealant <u>117 Residence, Exterior, Main entry door from porch</u>
HMS-M16002-29A	Stone and Asphalt and Concrete <u>117 Residence, Exterior, South edge of patio</u>
HMS-M16002-30A	Exterior Paint Green <u>117 Residence, Exterior, S/E window at sill</u>
HMS-M16002-31A	Roof Moisture Barrier <u>117 Residence, Exterior, East edge of roof south west window</u>
HMS-M16002-32A	Mastic-Roof Jack <u>117 Residence, Exterior, Above kitchen</u>
HMS-M16002-33A	Brick and Mortar (backspash) <u>117 Residence, 2 Kitchen, At h I in wall, near entry entry.</u>

Submitted By: Michael Sharp
Received By: Yvessi

Date Submitted: 8/16

Date Received: 1

Submitted Via: Fed

Received Via: Fedex



Date Printed: 1/8/2016

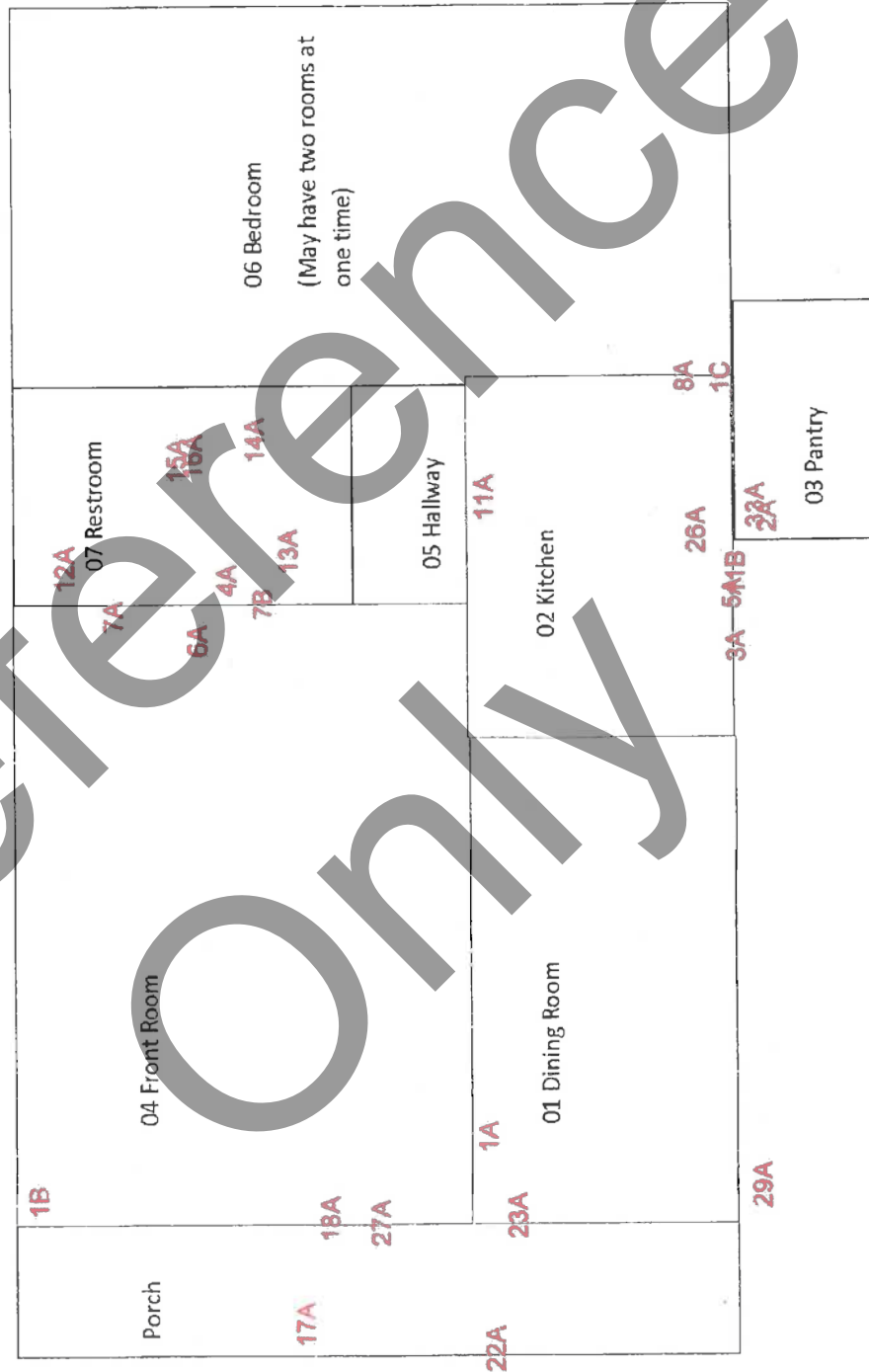
PAR-2001

East Bay Municipal Utility District

Camp Pardee Residence #117

Room Designation and Sample Location Map

Not To Scale



19A
20A
31A
32A

X-Ray Fluorescence Spectrum Analysis of Paints and Coatings

Client Name	EBMUD	Date: 1/8/2016
Site Name	Pardee Residence	HMS Job Number: M16002
Site Address	3535 Sandretto Rd., Valley Spring, CA 95252	Inspector: Michael Sharp
Calibration 1- Pre	Within Range of 1.04 : Niton Unit Number XLp300A; S/N: 22265	Documented by: Jake Sharp
Calibration 2 - Post	Within Range of 1.04	

Test #	Sample Location	Color	substrate	Component	Condition	XRF Result (mg/cm ²)	Comment
	Front Room	White	Plaster	Wall/Ceiling	Fair	.1 - .29	Over Beige - multiple readings
	Dining	White	Plaster	Wall/Ceiling	Fair	0.1	Over Beige
	Kitchen	White	Plaster	Wall	Fair	4.3	Represents ceiling as well
	Kitchen	Yellow	Plaster & Drywall	Wall/Ceiling	Good	4.7	
	Kitchen	White	Drywall	Ceiling	Good	0.16	
	Pantry	White	Plaster	Walls	Good	1.8	
	Pantry	White	Wood	Exterior Door	Good	6.3-7.2	Includes Ironing Board Closet
	Pantry	White	Wood	Door	Good	0.02	
	Hallway	White	Wood	Door	Good	5.6	
	Front Room	White	Wood	Door	Good	5.2	
	Hallway	White	Wood	Door Frame	Good	6.0	
	Restroom	Beige	Plaster	Wall	Poor	2.4	
	Restroom	White	Ceramic Tile	Wall	Good	0.19	
	Restroom	White	Epoxy Floor	Floor	Poor	0.07	
	Bedroom	White	Plaster	Wall	Good	0.06 - 0.08 - 0.1	Multiple Readings.
	Bedroom	White	Wood	Window Frame	Good	4.0	
	Bedroom	White	Wood	Window Sill	Good	6.7	
	Bedroom	Varnish	Hardwood	Floor	Good	0.01	
	Front Room	Varnish	Hardwood	Floor	Good	0.01	
	Fireplace	##	Ceramic Tile	Tile			Not Glazed - No Lead
	Porch	##	Ceramic Tile	Tile			Not Glazed - No Lead
	Dining Room	Varnish	Hardwood	Floor	Good	0.04	
	Bathroom	White	Wood	Paneling	Good	0.4	
	Exterior	White	Wood	Window Sill	Good	23.2	
	Exterior	Green	Wood	Window Sill	Good	2.7	
	Exterior	Green	Wood	Shutters	Good	0.03	

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation 01/08/2016

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

☐ Lead Inspection☐ Risk assessment☐ Clearance Inspection☒ Other (specify)

Cal/OSHA Compliance For Construction Testing

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)]

City

County

Zip Code

3535 Sandretto Road,

Valley Springs

Calevaras

Construction date (year)
of structure

Type of structure (check one box only)

☐ Multi-unit building☒ School or daycare☒ Single family dwelling

Unknown

☐ Other (specify)

Section 4 — Owner of Structure (If business/agency, list contact person)

Name

Telephone number

East Bay Municipal Utility District

(209) 772-8347

Address [number, street, apartment (if applicable)]

City

State

Zip Code

375 11th Street

Oakland

CA

94607

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

☐ No lead-based paint detected.☒ Lead-based paint detected.☒ No lead hazards detected.☐ Lead hazards detected.

Section 6 — Individual Conducting Lead Hazard Evaluation

Name

Telephone number

Michael C. Sharp

(209) 551-2000

Address [number, street, apartment (if applicable)]

City

State

Zip Code

207 McHenry Ave

Modesto

CA

95354

CDPH certification number

Signature

Date

3763



01/18/16

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;

B. Each testing method, device, and sampling procedure used;

C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Bay Parkway, Building P, Third Floor
Richmond, CA 94804-6403
Fax: (510) 620-5656

Material Picture Log

Hazard Management Services, Inc.

Client: East Bay MUD

Site: Camp Pardee



Material: 6" Baseboard - Wood
HMR #: 0
Asb:
Comment: Nailed up, does not appear to have glue behind.



Material: Dirt
HMR #: 0
Asb:
Comment:



Material: Plaster
HMR #: 0
Asb:
Comment:



Material: 12" Vinyl Floor Tile and Mastic - Gray
HMR #: 2
Asb: 2
Comment: Asbestos in mastic only



Material: Linoleum and mastic- Flower
HMR #: 3
Asb: 0
Comment: White with blue squares and flowers.



Material: 4" Ceramic Tile-Red
HMR #: 6
Asb: 0
Comment:

Date Printed: 1/18/2016

PAR-2001

Material Picture Log

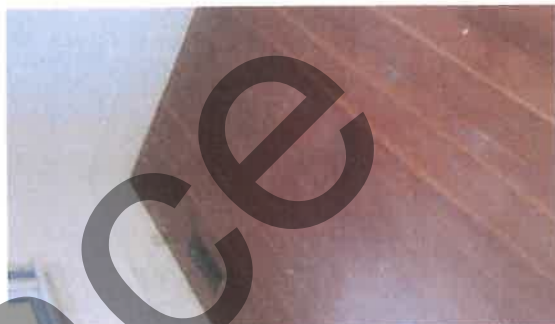
Hazard Management Services, Inc.

Client: East Bay MUD

Site: Camp Pardee



Material: Stone and Mortar
HMR #: 7
Asb: 0
Comment: Stone not suspect for asbestos, mortar sampled for asbestos.



Material: Hardwood Floors - Moisture Barrier Below
HMR #: 8
Asb: 0
Comment: Moisture barrier is between hardwood slats and subfloor below.



Material: Drywall w/ Joint Compound
HMR #: 11
Asb: 2
Comment: No Skim Coat. Asbestos in the joint compound.



Material: Epoxy/Cement Flooring
HMR #: 12
Asb: 0
Comment: Poured in place - has epoxy finish but looks like concrete when chipped.



Material: Drywall - Water Intrusion
HMR #: 13
Asb: 0
Comment:



Material: Wood Paneling and Glue
HMR #: 14
Asb: 0
Comment: Wood Panel not suspect for asbestos content but glue sampled for asbestos.

Material Picture Log

Hazard Management Services, Inc.

Client: East Bay MUD

Site: Camp Pardee



Material: 5" Ceramic Tile and Grout and Mortar
HMR #: 17
Asb: 0
Comment:



Material: Trim Paint-Green
HMR #: 18
Asb: 0
Comment: S/W Window Sill



Material: Debris
HMR #: 19
Asb: 0
Comment: Soooouth east end 25% of space



Material: Paint-White
HMR #: 22
Asb: 0
Comment:



Material: Window frame sealent
HMR #: 23
Asb: 0
Comment:



Matelial: Comp Shingles
HMR #: 26
Asb: 0
Comment:

Material Picture Log

Hazard Management Services, Inc.

Client: East Bay MUD

Site: Camp Pardee



Material: Door Frame Sealant
HMR #: 27
Asb: 0
Comment:



Material: Stone and Asphalt and Concrete
HMR #: 29
Asb: 0
Comment:



Material: Exterior Paint Green
HMR #: 30
Asb: 0
Comment:



Material: Brick and Mortar (backsplash)
HMR #: 33
Asb: 2
Comment: May be that this materials is glued to drywall with asbestos in the drywall - per laboratory report

Material Picture Log
Hazard Management Services, Inc.

Client: East Bay MUD

Site: Camp Pardee



Material: Wiring
HMR#: 900
Asb: Assumed
Comment:

Reference Only

Date Printed: 1/18/2016

PAR-2001

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Occupational Safety and Health
Asbestos Unit

2424 Arden Way, Suite 495

Sacramento, CA 95825-2417

(916) 574-2993 Office (916) 483-0572 Fax

<http://www.dir.ca.gov/dirclatabases.html>

actu@dir.ca.gov



41 2201 564C

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Hazard Management Services Inc.

Michael C Sharp

207 McHenry

Modesto

' CA 95354-0543

November 23, 2015

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. To maintain your certification, you must abide by the rules printed on the back of the certification card.

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please contact our office at the above address, fax number or email; of any changes in your contact/mailling information within 15 days of the change.

Sierel{

Jeffrell

Senior Safety Engineer

Attachment: Certification Card

cc: File

Renewal -CardAttached (Revised 10/24/2012)

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

PAR-2001

