
City of Alameda California



RiverRock Real Estate Group as Agent for City of Alameda is seeking proposals for Alameda Point Residential “Big White” Exterior Repainting and Stabilization Project

Alameda Point, Alameda, California

Important Dates

RFP Issue Date	Thursday, February 21, 2019
Optional Site Visit	Wednesday, March 6, 2019, 10:00 am
Requests for Information (RFI) Deadline	Wednesday, April 3, 2019
Proposal Submission Deadline	Wednesday, April 25, 2019, 3:00 pm
Announcement of Selected Proposer*	Thursday, May 9, 2019

*** - Date is tentative and subject to change.**

TABLE OF CONTENTS

	PAGE
Notice Inviting Bids	6

SECTION I. PROPOSAL AND CONTRACT REQUIREMENTS	
A. GENERAL INFORMATION.	9
B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK	9
C. DESIGNATIONS	9
D. PROPOSAL FORM	9
E. TAXES	9
F. SUBCONTRACTORS	9
G. REJECTION OR RETURN OF BIDS	9
H. BID PROTEST	9
I. AWARD OF CONTRACT	11
J. EXECUTION OF CONTRACT	11
K. CONTRACT BONDS	12
SECTION II. LEGAL RELATIONS AND RESPONSIBILITIES	
A. LAWS TO BE OBSERVED	14
B. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS	14
C. PREVAILING WAGES	14
D. HOURS OF LABOR	15
E. CERTIFIED PAYROLL	16
F. APPRENTICES	16
G. LABOR DISCRIMINATION.	16
H. REGISTRATION OF CONTRACTORS	16
I. PERMITS AND LICENSES	17
J. PATENTS	17
K. RESPONSIBILITY FOR DAMAGES	17
L. CONTRACTOR'S RESPONSIBILITY FOR THE WORK	17
M. SAFETY PROVISIONS	17
N. NO PERSONAL LIABILITY	17
O. RESPONSIBILITY	17
P. PUBLIC CONVENIENCE AND SAFETY	17

Q. NOTICES TO CONTRACTOR	18
R. UTILITIES	18
S. SOUND CONTROL	18
T. CONSTRUCTION SITE CONTROLS	18
U. CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977	19
V. SUBMITTALS AND REQUEST FOR INFORMATION (RFI'S)	20

SECTION GENERAL PROVISIONS

Part I. CONTROL OF WORK

A. AUTHORITY OF PROJECT MANAGER	22
B. PLANS	22
C. INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO.	22
D. SUPERINTENDENCE	23
E. INSPECTION	23
F. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK	23
G. FINAL INSPECTION	23
H. FINAL GUARANTEE	23

Part II. PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK

A. PROGRESS OF THE WORK AND TIME FOR COMPLETION.	23
B. SUBLETTING AND ASSIGNMENT	24
C. CHARACTER OF WORKER	24
D. TEMPORARY SUSPENSION OF WORK	24
E. TIME OF COMPLETION AND LIQUIDATED DAMAGES	24
F. SUSPENSION OF CONTRACT	25
G. RIGHT-OF-WAY	26
H. SUBCONTRACTORS SUBSTITUTIONS	26
I. PRECEDENCE OF DOCUMENTS	26

Part III. MEASUREMENTS AND PAYMENT

A. MEASUREMENTS AND PAYMENT	27
B. PROGRESS PAYMENTS	27
C. NOTICE OF COMPLETION	28
D. PAYMENT OF THE RETENTION	28

Exhibit A	Annotated Photographs
Exhibit B	Wood Window Repairs
Exhibit C	Sheet Metal Flashing and Trim
Exhibit D	Exterior Painting
Exhibit E	Lead Stabilization
Exhibit F	Bidder's Proposal
Exhibit G	Contractor's Certified Payroll Forms
Exhibit H	Contractor Agreement
Exhibit I	Performance Bond Form
Exhibit J	Site Map

Alameda Point Residential “Big White” Exterior Repainting and stabilization Project, Alameda Point, Alameda, California

February 21, 2019

NOTICE IS HEREBY GIVEN that the City of Alameda ("City"), by and through Riverrock Real Estate Group (hereinafter "Riverrock") will receive sealed bids until 3:00PM on Thursday, March 21, 2019, 2019 for stabilization and repainting of the exterior of nineteen (19) “Big White” residential units, at Alameda Point, Alameda, CA 94501.

OPTIONAL PRE-BID MEETING:

DATE: **Wednesday, March 6, 2019**
TIME: **10:00 AM**
LOCATION: **2765 Seattle Road, Alameda, CA 94501.**

BID SUBMISSION, TIME AND LOCATION: Bids will be received on:

DATE: **Thursday, March 21, 2019**
TIME: **3:00 PM**
LOCATION: **Riverrock Real Estate Office
950 W. Mall Square, Room 239
Alameda, CA 94501**

Any bids received after the scheduled closing date and time for receipt of bids shall be returned unopened.

All bids shall be submitted in sealed envelopes and marked on the outside as follows “Big White Exterior Painting, Alameda Point”

LOCATION OF THE WORK: The work to be performed hereunder is located at the following locations within Alameda Point, Alameda, CA 94501:

390 West Essex Drive, 2805 Seattle Road, 2765 Seattle Road, 2825 Newport Road, 2815 Newport Road, 2801 Newport Road, 2765 Newport Road, 2865 San Diego Road, 2835 San Diego Road, 2805 San Diego Road, 2775 San Diego Road, 2875 San Pedro Road, 2845 San Pedro Road, 2835 San Pedro Road, 2815 San Pedro Road, 2795 San Pedro Road, 2845 Pearl Harbor Road, 2825 Pearl Harbor Road, and 2805 Pearl Harbor Road.

DESCRIPTION OF WORK: The goal of the project is the stabilization and repainting of residential building exteriors, including the following:

1. Refer to the included **Exhibit A** "Annotated Photographs" for known areas of deterioration or damage requiring repair prior to repainting. Repair of all items identified in photographs is to be included in the base bid. Note that the photographic survey was done from the ground level in accessible areas around each house.
2. Survey wood trim and windows to locate decayed components requiring repair prior to repainting. Obtain approval of RiverRock Real Estate Group for scope of repair to decayed components (and costs) beyond those shown in the annotated photos. Repair or replace decayed wood trim, garage door components, and window components as specified in **Exhibit B** "Wood Window Repairs."
3. Replace severely deteriorated and missing sections of gutters and downspouts in accordance with **Exhibit C** "Sheet Metal Flashing and Trim." Replace existing copper gutter materials with new copper materials and existing galvanized materials with new galvanized materials.
4. Install new downspout extensions and splash blocks at all downspouts in accordance with **Exhibit C** "Sheet Metal Flashing and Trim." Where other existing construction, such as the former sewer connection, or landscaping features block installation of splash block, extend downspout away from interfering objects. Use copper extensions for copper downspouts and galvanized extensions for galvanized downspouts.
5. Repair cracks in exterior stucco surfaces in accordance with **Exhibit D** "Exterior Painting."
6. Prepare all painted exterior surfaces for repainting and repaint in accordance with the requirements of **Exhibit D** "Exterior Painting" and **Exhibit E** "Lead Paint Stabilization and Dust Cleanup." Refer to RiverRock Real Estate Group provided paint samples for approved color matching. Front porch planters and exposed portions of foundations are included in the scope of repainting.
7. Paint new galvanized materials in accordance with Section **Exhibit D** "Exterior Painting" to match existing.

LICENSE REQUIREMENT: Prime Contractor must possess a **valid Class B** (General Building Contractor) license, issued by the California Contractors State License Board. At the time of submitting the bid, the Bidder shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Division 3.

COMPLETION OF WORK AND LIQUIDATED DAMAGES: All work may be subject to phasing at the discretion of the Project Manager and/or City. Project completion dates and phasing will be determined during contract negotiation and incorporated therein. In lieu of any phasing requirement, all work shall be completed in ninety (90) Calendar Days from the date specified in the Notice to Proceed (NTP). Liquidated damages shall be Five Hundred Dollars (\$500) per calendar day, for each and

every calendar days delay in finishing the work, in excess of the number of calendar days prescribed in the contract.

AWARD OF CONTRACT: The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City and waive any informalities or irregularities in the bids.

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents

Any Addenda, issued before the time in which to submit Bids expires, shall form a part of the Contract Documents and shall be included in the Bid. Bidders shall acknowledge and confirm receipt of any and all addenda in their Bid proposals.

PREVAILING WAGES. This project is subject to the requirements of California Labor Code Section 1770 et seq. and Section 2-67 of the Alameda Municipal Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractor and all subcontractors shall pay not less than the prevailing rate of wages to all workers on the Project. If federal funding is included in the project, the higher of the State or Federal wage rates shall be paid.

The State wage rates are available at the Department of Public Works, at the address above and online at www.dir.ca.gov.

BONDS. The successful Bidder shall furnish a Performance Bond in the sum of one hundred percent (100%) of the Contract Bid to guarantee the performance of the Contract, and a Payment Bond in the sum of one hundred percent (100%) of the Contract Price.

PROJECT ADMINISTRATION: All questions and request for information regarding the RFP and proposal submittals should be directed to:

Riverrock Real Estate Group
950 West Mall Square, Room 239
Alameda, CA 94501
Attn: Ryan Gaughan, Project Manager
Phone: (510) 214-0245; Email: rgaughan@riverrock.com

END OF NOTICE INVITING BIDS

**Alameda Point Residential “Big White” Exterior Repainting and
stabilization Project, Alameda Point, Alameda, California, 94501**

SECTION I

PROPOSAL AND CONTRACT REQUIREMENTS

A. GENERAL INFORMATION.	9
B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK	9
C. DESIGNATIONS	9
D. PROPOSAL FORM	9
E. TAXES	9
F. SUBCONTRACTORS	9
G. REJECTION OR RETURN OF BIDS	9
H. BID PROTEST	9
I. AWARD OF CONTRACT	11
J. EXECUTION OF CONTRACT	11
K. CONTRACT BONDS	12

SECTION I. PROPOSAL AND CONTRACT REQUIREMENTS

A. GENERAL INFORMATION. Riverrock will receive sealed bids at the time and place specified in the Notice Inviting Bids.

Electronic specifications and bidder's forms for bidding this project can be obtained at the City of Alameda website. There is no cost for the specifications.

B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK. The bidder is required to examine carefully the site and the proposal, plans, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract.

C. DESIGNATIONS. As used herein "City" shall mean the City of Alameda; "Council" or "City Council" shall mean the Council of the City; "City Manager" shall mean the City Manager of the City; and "Contractor" shall mean the responsible, and responsive bidder who is awarded the contract for the work; Project Specifications mean and include the following: Approved Plans, Notice Inviting Bids, General and Special Provisions, Exhibits and Attachments, Contract Agreement and Amendments, Bid Proposal, and Bid Addendum, Change Orders, and Record Drawings (As-Built plans).

D. PROPOSAL FORM. All bids must be made upon blank forms which are included in these specifications.

All bids must give the prices proposed, both in writing and in figures. Bids must be signed by the Bidder. If the proposal is signed by an individual, that individual's name and business address must be shown. If made by a firm or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary and treasurer.

E. TAXES. Bids must include all state and federal taxes applicable to the transaction.

F. SUBCONTRACTORS. All contractors shall comply with the State Subletting and Subcontracting Fair Practices Act, located in Sections 4100 through 4112 of the California Public Contract Code. A copy of said Act is available in the office of the City Engineer. Said Act is hereby made a part of the specifications on the above-mentioned job and all contractors submitting bids shall accompany the bid with information regarding subcontractors as therein provided. All Subcontractors shall have a current City of Alameda business license.

G. REJECTION OR RETURN OF BIDS. Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The right is reserved to reject any and all bids. The City reserves the right to return bids unopened.

H. BID PROTEST. A Proposer who timely submitted a Proposal may protest pursuant to the protest procedures applicable to this RFP as follows:

1. Any Proposer who has timely submitted a Proposal may protest the recommended award by filing a protest which complies with this RFP Section within (5) business days after the Announcement of the Selected Proposer Date listed on the first page of this RFP (as amended by written addendum, if any). Postmarking by the due date will not substitute for actual timely receipt.
2. The protest must be based on one or more of the following grounds:
 - (i) the selected Proposer does not meet the minimum qualifications stated in the RFP or its exhibits;
 - (ii) the selected Proposal is nonresponsive in that it fails to offer all of the services requested in the RFP that have not either been modified or waived by the City / RiverRock;
 - (iii) the RFP or its exhibits were ambiguous or inconsistent in a materially significant way and such ambiguity or inconsistency gave the selected Proposer an unfair competitive advantage; or
 - (iv) the selection process was unfair in that the City / RiverRock failed to follow the stated selection process which gave an unfair competitive advantage to the selected Proposer and the selection process was not modified or waived pursuant to the RFP.
3. The City / RiverRock take a number of factors into account when making a selection and thus no single factor or criteria can outweigh all the others combined. As such, the following are generally not grounds for a valid protest:
 - (i) The protester feels they have more experience than the selected Proposer;
 - (ii) The protester feels they are better qualified than the selected Proposer; or
 - (iii) The protester offered a lower price for the same services.
4. The protest shall contain a full and complete written statement specifying in detail the grounds for the protest and the facts supporting the protest. The protest shall make specific reference to the applicable sections of the RFP, its exhibits and /or sections of the selected Proposal.
5. The protest shall be emailed or hand delivered to the Project Manager at the address and email listed in Section VI above with a copy to the selected Proposer.
6. The selected Proposer shall respond in writing to the allegations contained in the protest within three (3) business days of receipt thereof. The response shall be emailed or hand delivered to the Project Manager at the address and email listed in Section VI above with a copy to the protester.

7. The City Attorney will review the protest, the response and promptly initiate an investigation. The protester and all Proposers shall cooperate with any inquiries from City Attorney's Office.
8. At the conclusion of the investigation, the City Attorney shall issue a letter to the protester with a copy to the selected Proposer regarding his/her findings. The role of the City Attorney is to determine whether or not RiverRock and City staff followed the selection process outlined in the RFP and whether the RFP materials were materially ambiguous or inconsistent so as to give the selected Proposer an unfair economic advantage. If necessary, the City Attorney can recommend steps to correct the error; recommend that RiverRock stop negotiations with the selected Proposer and start negotiations with the next highest scoring Proposer; reject all Proposals and restart the RFP process or such other remedy as may be in the City's best interest.
9. It is not the role of the City Attorney to second guess RiverRock as to the relative strengths or weaknesses of the submitted Proposals. The City Attorney will not substitute his/her judgment for that of RiverRock so long as the RFP process has been substantially followed.
10. If the contract requires City Council approval, then a protester who is dissatisfied by the finding of the City Attorney shall have an opportunity to appear and be heard by the City Council at the public hearing to award the contract. The City Council's decision to award or not award the contract is final.

I. AWARD OF CONTRACT. The award of contract, if it to be awarded, will be to the responsible, and responsive bidder whose proposal complies with all requirements described herein. The award, if made, will be made within sixty (60) days after the opening of the bids. In the event of a delay the City reserves the right to hold the Bidder to its bid for 90 days from the date the contract is awarded.

Contracts, bonds, insurance, and other documents identified in these specifications and special provisions are to be delivered to the following address:

**Riverrock Real Estate Group
 950 West Mall Square, Room 239
 Alameda, CA 94501
 Attn: Ryan Gaughan, Project Manager**

J. EXECUTION OF CONTRACT. The contract, in form and content satisfactory to the City, may be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). If awarded by the City Council, at least five (5) business days prior to the anticipated award date, the Contractor will be notified of apparent award status and requested to provide the documents necessary to complete the contract process. Required documentation shall include two (2) copies of the contract executed by the Contractor, proof of insurance and Payment and Performance bonds. The Contractor will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

No proposal shall be considered binding upon the City until the execution of the contract. Failure to execute a contract and file acceptable bonds and insurance as provided herein within the time frame outlined above shall be just cause for the annulment of the award and the forfeiture

of the bidder's guaranty.

K. CONTRACT BOND. The Contractor shall furnish a good and sufficient bond. The bond shall guaranty faithful performance of the said contract by the Contractor and shall be executed in a sum equal to at least one hundred percent (100%) of the contract price (see Exhibit F). Bonds shall be furnished by a surety company satisfactory to the City of Alameda.

Faithful performance bonds, whether by individual or corporate surety, shall in addition to other terms and conditions, contain the conditions that (1) death of the named principal shall not operate as a release of the obligation hereunder of the surety, and (2) extensions of time, if any, granted by the City to Contractor for performance of the work covered by said bond shall extend for a like time the period of limitations during which surety shall remain bound by the said undertaking.

**Alameda Point Residential “Big White” Exterior Repainting and
stabilization Project, Alameda Point, Alameda, California**

SECTION II

LEGAL RELATIONS AND RESPONSIBILITIES

A. LAWS TO BE OBSERVED	14
B. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS	14
C. PREVAILING WAGES	14
D. HOURS OF LABOR	15
E. CERTIFIED PAYROLL	16
F. APPRENTICES	16
G. LABOR DISCRIMINATION.	16
H. REGISTRATION OF CONTRACTORS	16
I. PERMITS AND LICENSES	17
J. PATENTS	17
K. RESPONSIBILITY FOR DAMAGES	17
L. CONTRACTORS’S RESPONSIBILITY FOR THE WORK	17
M. SAFETY PROVISIONS	17
N. NO PERSONAL LIABILITY	17
O. RESPONSIBILITY	17
P. PUBLIC CONVENIENCE AND SAFETY	17
Q. NOTICES TO CONTRACTOR	18
R. UTILITIES	18
S. SOUND CONTROL	18
T. CONSTURUCTIONS SITE CONTROLS	18
U. CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977	19
V. SUBMITTALS AND REQUEST FOR INFORMATION (RFI’S)	20

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

B. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS.

1. Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

2. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

C. PREVAILING WAGES:

1. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Contractor shall fully comply with such Prevailing Wage Laws. Contractor's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

2. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

3. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

4. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

5. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

6. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

7. Pursuant to Labor Code §1775, the Contractor shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Contractor.

8. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

9. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at www.dir.ca.gov.

D. HOURS OF LABOR.

1. As provided in Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

2. The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for

each worker employed in the execution of this 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 (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

3. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

E. CERTIFIED PAYROLL.

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

F. APPRENTICES.

1. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

2. Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

3. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor's required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

4. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

G. LABOR DISCRIMINATION. No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

H. REGISTRATION OF CONTRACTORS. Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California. All Contractors must have the required license classifications, stipulated in the Notice Inviting Bids (NIB), that allows them to complete the work specified herein, in a professional manner consistent with these specifications.

I. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including City of Alameda business licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost for a City of Alameda business license is not reimbursable. Each Subcontractor shall have a current City of Alameda business license.

J. PATENTS. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and hold harmless the City of Alameda, its officers, employees and agents from all suits at law or actions of any nature, damages, royalties and costs on account of the use of any patented materials, equipment, devices or processes.

K. RESPONSIBILITY FOR DAMAGES. The City of Alameda, its officers, employees and agents, Riverrock Real Estate Group their officers and employees shall not be answerable or accountable in any manner for any loss or damage to the work or any part thereof, nor to any material or equipment used in performing the work, nor for injury or damage to any person or persons, either workers or the public, nor for damage to adjoining property from any cause whatsoever during the progress of the work nor at any time before final acceptance.

L. CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Except as provided above, until formal acceptance of the work by the City and Riverrock, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor will not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contracted amount.

M. SAFETY PROVISIONS. The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Occupational Safety and Health of the Industrial Relations Department (CAL-OSHA).

N. NO PERSONAL LIABILITY. Neither the City Council, City Manager, nor any other City officer, authorized assistant or agent shall be personally responsible for any liability arising under this contract.

O. RESPONSIBILITY. Neither the City of Alameda nor Riverrock shall not be held responsible for the care nor protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

P. PUBLIC CONVENIENCE AND SAFETY. The Contractor shall so conduct operations as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times that the work is in progress and of any dangerous conditions to be encountered as a result of the work or of the presence of the Contractor's equipment or machinery.

Q. NOTICES TO CONTRACTOR. Any notice required to be given to the Contractor by may be given to said Contractor at the address shown in the Contractor's proposal. Such notice may be given by mailing a copy of said notice to the Contractor to such address by United States certified mail. Evidence of such mailing shall be deemed the equivalent of personal services of said notice.

R. UTILITIES. The location of railroad tracks, utility facilities and other structures shall be the responsibility of the Contractor. The Contractor shall contact the Engineer of those tracks, facilities and structures for any information that may be required. The Contractor shall contact Underground Services Alert (USA) at 800-642-2444 forty-eight (48) hours prior to commencement of work.

Where existing sewers and storm drains cross or interfere in any way with construction under this contract, they shall be left in place and the Contractor shall work around them, or where feasible and practical, the Contractor may, with the written permission of the Project Manager, remove and replace them at his/her own expense. Precautions shall be exercised to provide bearing under existing sewer lines so encountered to preclude settlement during or after the term of the contract. In the event that some of these sewers are abandoned, they may, with the written permission of the Project Manager, be removed and not replaced. The Contractor shall provide submittals for the review and approval for supporting utilities.

The work will be so prosecuted that a minimum of damage will result to utility services. In the event that utility services are damaged or interrupted, the Contractor shall immediately, at his/her own expense, restore such services in a manner satisfactory to the Project Manager. In the event that an interruption of utility services is sustained for a period of longer than one-half hour, it shall be the responsibility of the Contractor to notify the occupants of the premises to which said services are connected, so that no damage will accrue on or to said premises.

The Contractor shall perform all work in such manner as to prevent damage to utilities lying outside of or below a required excavation of trench area.

S. SOUND CONTROL REQUIREMENTS. Sound control shall conform to Section 4-10 of the Alameda Municipal Code, which prohibits weekday construction activities between 7:00 pm and 7:00 am.

T. CONSTRUCTION SITE CONTROLS. Within five (5) business days of the date the work is to commence pursuant to the Notice to Proceed (NTP) the Contractor shall submit an Erosion/Stormwater Pollution Prevention Plan (SWPPP) for review. The SWPPP shall include appropriate erosion and sediment control measures to effectively prevent the entry of soil, dirt, debris and other pollutants to storm water runoff, the storm drain system, lagoons and the bay/estuary during construction. No work in the field under this Contract may begin until the City Engineer has approved the Contractor's SWPPP.

Erosion and sediment control plans/sheets shall indicate the specifications and maintenance schedules for the installation and upkeep of the erosion control mechanisms. Specifications shall be provided for the erosion control practices, perimeter protection(s), any silt fencing and fiber rolls to be used, storm drain inlet protections, stabilized construction entrance(s) and exits, site and excavation dewatering activities, vehicle tire wash area(s), vehicle and equipment servicing area(s), and the materials handling and storage area(s). These specifications should meet the same level of erosion and sediment control effectiveness established by practices identified in the San Francisco Bay Regional Water Quality Control Board's Erosion and Sediment Control Field Manual (510-622-2465), the Association of Bay Area Government's Manual of Standards for Erosion and Sediment Control (510-464-7900) and/or the California Stormwater Quality Association's Stormwater Best Management Practice Handbook – Construction (2003) (www.cabmphandbooks.com). Contact City Public Works Department Clean Water Program Specialist Jim Barse (510-747-7930) for additional assistance in obtaining copies of these reference documents.

The Contractor is responsible for ensuring that all of his/her workers and subcontractors are aware of and implement the specific stormwater quality control measures under the approved SWPPP. The Contractor(s) shall avoid creating excess dust when breaking asphalt/concrete and during excavation and grading. If water is to be used as a measure for dust control, use as little as possible. All wash water shall be kept out of streets, gutters and storm drains. Controls shall be implemented before construction begins and maintained until the end of construction at which time they shall be removed.

Failure to comply with the following approved construction Best Management Practices (“BMPs”) shall result in the issuance of correction notices, citations and/or a project stop order:

1. Gather all construction debris on a regular basis and place it in a dumpster or other container which is emptied or removed on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution.

U. CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977. The Contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- The term “facility” means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the Contractor and the subcontractors for the construction, supply and service contracts entered into by the Contractor;
- Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency’s List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated, or suspended in whole or in part;
- It will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section

308, respectively, and all regulations and guidelines issued thereunder;

- It will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;
- It will include the provisions of Paragraph a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Acts above (40 CFR, Part 15.5), so that such provisions will be binding on each subcontractor or vendor;

In the event that the Contractor or the subcontractor for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5 (a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The Contractor shall notify the Government, as soon as the Contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

V. SUBMITTALS AND REQUEST FOR INFORMATION (RFI'S). The Contractor shall submit an RFI within five (5) business days of an event or question of fact arising under the Contract. The Project Manager in charge of the project shall have ten (10) business days to respond to an RFI or any Submittal required to be made under the Contract.

**Alameda Point Residential “Big White” Exterior Repainting and
stabilization Project, Alameda Point, Alameda, California**

SECTION III

GENERAL PROVISIONS

Part I. CONTROL OF WORK

A. AUTHORITY OF THE PROJECT MANAGER	22
B. PLANS	22
C. INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO.	22
D. SUPERINTENDENCE	23
E. INSPECTION	23
F. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK	23
G. FINAL INSPECTION	23
H. FINAL GUARANTEE	23

Part II. PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK

A. PROGRESS OF THE WORK AND TIME FOR COMPLETION.	23
B. SUBLETTING AND ASSIGNMENT	24
C. CHARACTER OF WORKER	24
D. TEMPORARY SUSPENSION OF WORK	24
E. TIME OF COMPLETION AND LIQUIDATED DAMAGES	24
F. SUSPENSION OF CONTRACT	25
G. RIGHT-OF-WAY	26
H. SUBCONTRACTORS SUBSTITUTIONS	26
I. PRECEDENCE OF DOCUMENTS	26

Part III. MEASUREMENTS AND PAYMENT

A. MEASUREMENTS AND PAYMENT	27
B. PROGRESS PAYMENTS	27
C. NOTICE OF COMPLETION	28
D. PAYMENT OF THE RETENTION	28

PART I. CONTROL OF WORK

A. AUTHORITY OF THE PROJECT MANAGER. The Project Manager shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the interpretation of the plans and specifications; the acceptable fulfillment of the contract on the part of Contractor; and all questions as to claims and compensation.

The Project Manager's decision shall be final and he/she shall have executive authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.

B. PLANS. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made to any plans or drawings after the same have been approved by the Engineer.

C. INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO. Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the special provisions, the Contractor shall apply to the Project Manager for such further explanation as may be necessary to carry out the work. Upon such application by the Contractor or prospective bidder, or in the event that it appears expedient to the Project Manager to further explain, clarify, or amend these specifications, special provisions and plans, the Project Manager shall issue addenda thereto and such addenda shall constitute a part hereof, and shall be binding on the Contractor. It is up to the Contractor to check before the bid date that Contractor has all paperwork to complete the bid.

Addenda will be posted on the City's website, in the project dropbox. If the addendum is issued after a pre-bid meeting is held, the addendum will also be forwarded by email to all attendees who have furnished contact information. All prospective bidders are responsible for inquiring from the Project Manager four (4) working days prior to the bid opening, to determine if any addenda have been issued. Do not rely upon third party providers of the original plans and specs to issue all addenda. Contractor shall acknowledge receipt of all addenda on the Bid and those Bids that do not have acknowledgment of all addenda will be considered non-responsive.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

D. SUPERINTENDENCE. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders will be given by the Project Manager in writing and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

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

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may

be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted or estimated for payment.

Working hours in the field are restricted to 8 AM through 5 PM, Monday through Friday, excluding City Holidays, and shall constitute "normal working hours."

F. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK. All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction.

Any work, or any extra work done, beyond what is indicated herein the specifications or established by the Project Manager, without written authority, shall be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Project Manager made under the provisions of this article, the Project Manager shall have the authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the cost thereof from any monies due or to become due the Contractor.

The fact that the work and materials have been inspected from time to time, and payments on account have been made, does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one year from the date of the completion of the work by the Contractor and its acceptance by the City.

G. FINAL INSPECTION. Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the Project Manager will make the final inspection.

H. FINAL GUARANTEE. It is understood that the Contractor is skilled in the trade or calling necessary to perform the work set forth within the plans and specifications, and that the City of Alameda, not being skilled in such matters, relies upon the Contractor to do and perform all work, acts, and things necessary to carry out the contract in the most skilled and desirable manner, and the Contractor guarantees the workmanship and materials to be the best of their kind. The acceptance of any part or of the whole of the work by the City does not operate to release the Contractor or the Contractor's surety from said guarantee.

The Contractor shall be held responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising from or discovered in any part of the contract work within one year of the completion and acceptance of the same. The bond for faithful performance, furnished by the Contractor, shall cover such defects and protect the City of Alameda against any and all such defects.

Nothing in this section supersedes contractor obligations for repair and replacement of work pursuant to the Public Contract Code.

PART II. PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK

A. PROGRESS OF THE WORK AND TIME FOR COMPLETION. The Contractor shall

submit the Initial Project Submittal Package to the Project Manager for review. The Initial Project Submittal Package shall address the entire project, and shall include the full project schedule. Contractor shall not commence work in the field until Project Manager has approved the Initial Project Submittal Package.

The Contractor shall not commence construction on any section of the work until such time that he/she shall have on the ground, or can furnish definite assurance to the Project Manager that there will be available when required, all the materials necessary to complete the section of the work upon which construction is to begin.

The Contractor shall submit a three week look-ahead work schedule every Monday and upon the issuance of any change order that alters the contract's schedule. Project Manager shall have ten (10) working days to respond to the updated work schedule, and Contractor shall abide by most recently approved schedule until a new one has been approved in writing by the Engineer.

B. SUBLETTING AND ASSIGNMENT. The Contractor shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control.

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

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

This contract may be assigned only on written consent of the Project Manager.

C. CHARACTER OF WORKER. If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Project Manager or shall appear to the Project Manager to be incompetent or to act in a disorderly manner, said worker shall be discharged immediately on the requisition of the Project Manager and such person shall not again be employed on the work.

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

E. TIME OF COMPLETION AND LIQUIDATED DAMAGES. It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the contract's term as set forth in these specifications, damage will be sustained by the City of Alameda, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Alameda the sum of \$ 5 0 0 . 0 0 per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are

not paid, agrees that the City of Alameda may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

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

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

F. SUSPENSION OF CONTRACT. If, at any time, in the opinion of the Project Manager, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and shall he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Project Manager, within the time specified in such notice, the Project Manager in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the Project Manager may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the Project Manager or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to substitute other machinery or materials, and purchase the materials contracted for, in such manner as the Project Manager may deem proper; or the Project Manager may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all monies due the Contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance

with the contract as to warrant the suspension or annulment thereof, the decision of the Project Manager shall be binding on all parties to the contract.

G. RIGHT-OF-WAY. The right-of-way sufficient for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside of the limits of right-of-way, unless otherwise provided in the special provisions. Contractor's staging area must be approved by the Project Manager.

H. SUBCONTRACTORS SUBSTITUTION. Consistent with Public Contract Code Sections 4101 *et seq.*, Contractor shall not substitute any other person or firm in place of any subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without CITY's written approval. At CITY's request, Contractor shall provide CITY with a complete copy of all executed subcontracts or final commercial agreements with subcontractors and/or suppliers. Subcontract agreements must preserve and protect the rights of CITY under Contract Documents so that subcontracting will not prejudice such rights. To the extent of the work to be performed by a subcontractor, Contractor must require the subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward CITY under Contract Documents. Contractor must provide for the assignment of all rights any subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the work performed by the subcontractor under Contract Documents to CITY.

I. PRECEDENCE OF DOCUMENTS

1. In the case of discrepancy or ambiguity in Contract Documents, the following order of precedence shall prevail:
 - (1) Change Orders in inverse chronological order, and in the same order as specific portions they are modifying;
 - (2) Contractor Agreement, and terms and conditions referenced therein;
 - (3) Supplemental Conditions (if any);
 - (4) General Conditions;
 - (5) Drawings
 - (6) Written numbers over figures, unless obviously incorrect;
 - (7) Figured dimensions over scaled dimensions;
 - (8) Large- scale Drawings over small-scale drawings.
2. Any conflict between a bill or list of materials shown in Contract Documents and the actual quantities required to complete Work required by Contract Documents, then the actual quantities required shall take precedence.

PART III. MEASUREMENTS AND PAYMENT

A. MEASUREMENTS AND PAYMENT. Payment for work done under the contract shall be made on the basis of the sums as calculated from the finally measured quantities of work done and the agreed unit and lump sum prices. Payment shall be full compensation for furnishing all labor, materials, tools and equipment and doing all the work necessary to construct the items for which payment is being made, complete in place as shown on the plans and described in the specifications.

B. PROGRESS PAYMENTS. The City of Alameda shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, as aforesaid, as part security for the fulfillment of the contract by the Contractor while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Project Manager, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Contractor warrants and certifies that upon signature of pay estimate, all work has been performed in strict compliance with the Contract Documents, and all work for which progress payments have been previously issued and payment has been received from City, shall be free and clear of all third-party claims, stop notices, security interests, and encumbrances.

Payment of all, or any part, of an estimate in writing may be withheld on account of any of the following:

1. Defective work not remedied;
2. Third-party claims against Contractor or City arising from the acts or omissions of Contractor or subcontractors;
3. Stop Notices;
4. Failure of Contractor to make timely payments due to subcontractors for material or labor;
5. Damage to the City or others for which Contractor is responsible;
6. Failure of Contractor to maintain, update, and submit record documents;
7. Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
8. Performance of the work by Contractor without properly processed shop drawings;
9. Liquidated damages assessed;
10. Any other failure of Contractor to perform its obligations under the Contract Documents.

SUBSTITUTION OF SECURITIES FOR WITHHELD ACCOUNTS. Pursuant to Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or

federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section shall include those listed in Section 22300 of the Public Contract Code of the State of California or bank or savings and loan certificates of deposit.

Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain, as a minimum, the following provisions:

1. The amount of securities to be deposited.
2. The terms and conditions of conversion to cash in case of the default of the Contractor.
3. The termination of the escrow upon completion of the contract.

C. NOTICE OF COMPLETION. Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the Project Manager will make the final inspection.

When such final inspection shows that the work has been completed in conformance with the contract documents, the Project Manager will recommend the formal acceptance of the work by the City; and upon such acceptance, Notice of Completion will be recorded.

D. PAYMENT OF THE RETENTION. The Project Manager shall, after the completion of the contract, total all amounts retained under the provisions of the contract. Final payment of retention shall be in conformance with Public Contract Code Section 7107.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate of final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the Contractor; and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Alameda, its officers, employees and agents from any and all claims or liability on account of work performed under the contract or any alteration thereof.

SECTION IV. SPECIAL PROVISIONS

GENERAL

The work includes, but not limited to, the stabilization and repainting of residential building exteriors in accordance with architectural requirements, project specifications and contract documents.

All work shall conform to all applicable State, local, regional and Federal codes, ordinances, and regulations as prescribed by the City. General project conditions (Exhibits A-E) showing existing structures will be referred to as a guide and measurements, quantities, and counts remain the responsibility of the Contractor.

Contractor will provide license, labor, materials, services, skills, supervision, and necessary tools and equipment to insure that all work is executed in a professional workmanship manner. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Contractor hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Contractor shall keep the property and equipment free and clear at all times of litter and interferences. All materials, preparation and workmanship shall conform to requirements of Standards for Public Works Construction Inc. latest version and the plans and specification. Contractor shall provide the following services within the boundaries of the facility

END OF SECTION

**Alameda Point Residential “Big White” Exterior Repainting and
stabilization Project, Alameda Point, Alameda, California**

Exhibits

- Exhibit A** Annotated Photographs
- Exhibit B** Wood Window Repairs
- Exhibit C** Sheet Metal Flashing and Trim
- Exhibit D** Exterior Painting
- Exhibit E** Lead Stabilization
- Exhibit F** Bidder’s Proposal
- Exhibit G** Contractor’s Certified Payroll Forms
- Exhibit H** Contractor Agreement
- Exhibit I** Performance Bond Form
- Exhibit J** Site Map

Exhibit A - Annotated Photographs

“Annotated Photographs” file can be found online at the following website:
<https://www.dropbox.com/sh/j5ydyh7pvs7458z/AABb3ehyBaDiwK1D4w6M5cDda?dl=0>

EXHIBIT B - WOOD WINDOW REPAIRS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood window repair.
 - 2. Reglazing.

1.2 UNIT PRICES

- A. Work of this Section is affected by unit prices.

1.3 DEFINITIONS

- A. Consolidate: To strengthen loose or deteriorated materials in place.
- B. Dismantle: To disassemble and detach items by hand from existing construction to the limits indicated, using small hand tools and small one-hand power tools, so as to protect nearby historic surfaces; and legally dispose of dismantled items off-site, unless indicated to be salvaged or reinstalled.
- C. Existing to Remain: Existing items that are not to be removed or dismantled.
- D. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- E. Reconstruct: To remove existing item, replicate damaged or missing components, and reinstall in original position.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Reinstall: To protect removed or dismantled item, repair and clean it as indicated for reuse, and reinstall it in original position, or where indicated.
- H. Remove: Specifically for historic spaces, areas, rooms, and surfaces, the term means to detach an item from existing construction to the limits indicated, using hand tools and hand-operated power equipment, and legally dispose of it off-site, unless indicated to be salvaged or reinstalled.
- I. Repair: To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. Includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

- J. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- K. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- L. Reproduce: To fabricate a new item, accurate in detail to the original, and in either the same or a similar material as the original, unless otherwise indicated.
- M. Restore: To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results.
- N. Retain: To keep existing items that are not to be removed or dismantled.
- O. Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials unless otherwise indicated.
- P. Salvage: To protect removed or dismantled items and deliver them to Owner ready for reuse.
- Q. Stabilize: To provide structural reinforcement of unsafe or deteriorated items while maintaining the essential form as it exists at present; also, to reestablish a weather-resistant enclosure.
- R. Strip: To remove existing finish down to base material unless otherwise indicated.

1.4 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified historic treatment specialist to perform preconstruction testing on historic wood windows.
 - 1. Select sizes and configurations of existing work to adequately demonstrate capability of products to comply with requirements.
 - 2. Test historic treatment methods for effectiveness and compliance with specified requirements.
 - 3. Notify Architect seven days in advance of the dates and times when testing will be performed.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For repair and replacement of historic wood windows and components. Show location and extent of replacement work, with enlarged details of replacement parts indicating materials, profiles, joinery, reinforcing, method of splicing into or attaching to existing wood window, accessory items, and finishes.
- C. Samples: For each exposed product and for each color and texture specified.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified historic treatment specialist.

- B. Preconstruction Test Reports: For historic treatment of wood windows.

1.7 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: A qualified historic wood window specialist.
- B. Mockups: Build mockups to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation. Prepare mockups so they are inconspicuous or reversible.
 - 1. Locate mockups on the building where directed by Architect.
 - 2. Wood Window Repair: Prepare one entire window unit to serve as mockup to demonstrate sample repairs of wood window members including frame, sash, glazing, and hardware.
- C. WI Quality Standard: Comply with WI's "Manual of Millwork" for construction, finishes, grades of wood windows, and other requirements.
- D. Preinstallation Conference: Conduct conference at Project site.

PART 2 PRODUCTS

2.1 REPLACEMENT WOOD MATERIALS

- A. Wood: Clear fine-grained lumber; kiln dried to a moisture content of 6 to 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch (0.8 mm) deep by 2 inches (51 mm) wide.
 - 1. Species: Match species of each existing type of wood product.

2.2 WOOD REPAIR MATERIALS

- A. Wood Consolidant: Ready-to-use product designed to penetrate, consolidate, and strengthen soft fibers of wood materials that have deteriorated due to weathering and decay and designed specifically to enhance the bond of wood-patching compound to existing wood.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Abatron, Inc.; LiquidWood.
 - b. Advanced Repair Technology; Primatrate.
 - c. Gougeon Brothers, Inc.; West System.
- B. Wood-Patching Compound: Two-part epoxy-resin wood-patching compound; knife-grade formulation as recommended by manufacturer for type of wood repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be designed for filling voids in damaged wood materials that have deteriorated due to weathering and decay. Compound shall be capable of filling deep holes and spreading to feather edge.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Abatron, Inc.; LiquidWood with WoodEpoxy.
 - b. Advanced Repair Technology, Inc.; Primatrate with Flex-Tec HV.

- c. Gougeon Brothers, Inc.; West System.

2.3 GLAZING MATERIALS

- A. Glass: Uncoated clear float-glass, size and thickness to match existing.
- B. Glazing System: Oil-based, non-staining and non-bleeding putty for in-situ and shop glazing.
- C. Glazing Points: Type 304 stainless steel. Diamond point, to match existing dimensions.

2.4 WINDOW HARDWARE

- A. General: Reuse existing hardware. Replace existing damaged or missing window hardware with new hardware to match original.

2.5 WEATHER STRIPPING

- A. Compression-Type Weather Stripping: Compressible weather stripping designed for permanently resilient sealing under bumper or wiper action; completely concealed when window is closed.
 - 1. Weather-Stripping Material: Match existing materials and profiles as much as possible unless otherwise indicated.
- B. Sliding-Type Weather Stripping: Woven-pile weather stripping of wool, polypropylene, or nylon pile and resin-impregnated backing fabric; complying with AAMA 701/702.
 - 1. Weather Seals: Elastomeric preformed seal with integral barrier fin or fins of semirigid, polypropylene sheet or polypropylene-coated material.

2.6 MISCELLANEOUS MATERIALS

- A. Borate Preservative Treatment: Inorganic, borate-based solution, with disodium octaborate tetrahydrate as the primary ingredient; manufactured for preserving weathered and decayed wood from further damage by decay fungi and wood-boring insects; complying with AWPA P5; containing no boric acid.
- B. Cleaning Materials:
 - 1. Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium polyphosphate, 1/2 cup (125 mL) of laundry detergent that contains no ammonia, 5 quarts (5 L) of 5 percent sodium hypochlorite bleach, and 15 quarts (15 L) of warm water for each 5 gal. (20 L) of solution required.
 - 2. Mildewcide: Provide commercial proprietary mildewcide or a solution prepared by mixing 1/3 cup (80 mL) of household detergent that contains no ammonia, 1 quart (1 L) of 5 percent sodium hypochlorite bleach, and 3 quarts (3 L) of warm water.
- C. Adhesives: Wood adhesives for exterior exposure, with minimum 15- to 45-minute cure at 70 deg F (21 deg C), in gunnable and liquid formulations as recommended by adhesive manufacturer for each type of repair.

- D. Fasteners: Fasteners of same basic metal as fastened metal unless otherwise indicated. Use metals that are noncorrosive and compatible with each material joined.
 - 1. Match existing fasteners in material and type of fastener unless otherwise indicated.
 - 2. Use concealed fasteners for interconnecting wood components.
 - 3. Use concealed fasteners for attaching items to other work unless exposed fasteners are unavoidable or the existing fastening method.
 - 4. For exposed fasteners, use Phillips-type machine screws of head profile flush with metal surface unless otherwise indicated.
 - 5. Finish exposed fasteners to match finish of metal fastened unless otherwise indicated.

- E. Anchors, Clips, and Accessories: Fabricate anchors, clips, and window accessories of aluminum, nonmagnetic stainless steel, or hot-dip zinc-coated steel complying with requirements in ASTM B 633 for SC 3 (Severe) service condition.

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect adjacent materials from damage by historic treatment of wood windows.

- B. Clean existing wood windows of mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. After cleaning, rinse thoroughly with fresh water. Allow to dry before repairing or painting.
 - 1. Refer to lead-based paint remediation Specification for additional restrictions. Lead-based paint treatment procedures may override procedures specified herein.

- C. Condition replacement wood members and replacement windows to prevailing conditions at installation areas before installing.

3.2 HISTORIC TREATMENT PROCEDURES, GENERAL

- A. General: Have historic treatment of wood windows directed by a qualified historic treatment specialist. Ensure that historic treatment specialist's field supervisors are present when historic treatment of wood windows begins and during its progress. In treating historic items, disturb them as minimally as possible and as follows:
 - 1. Apply each product according to manufacturer's written instructions unless otherwise indicated.
 - 2. Stabilize and repair wood windows to reestablish structural integrity and weather resistance while maintaining the existing form of each item.
 - 3. Stop the progress of deterioration by removing coatings and applying borate preservative treatment before repair.
 - 4. Repair items in place where possible and retain as much original material as possible.
 - 5. Replace or reproduce historic items where indicated or scheduled.
 - 6. Make historic treatment of materials reversible whenever possible.

7. Install temporary protective measures to protect wood window work that is indicated to be completed later.
- B. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use only the gentlest mechanical methods, such as scraping and natural-fiber bristle brushing, that will not abrade wood substrate, reducing clarity of detail. Do not use abrasive methods such as sanding, wire brushing, or power tools except as indicated as part of the historic treatment program and as approved by Architect.
- C. Repair Wood Windows: Match existing materials and features, retaining as much original material as possible to perform repairs.
 1. Unless otherwise indicated, repair wood windows by consolidating, patching, splicing, or otherwise reinforcing wood with new wood matching existing wood or with salvaged, sound, original wood.
 2. Where indicated, repair wood windows by limited replacement matching existing material.
- D. Protection of Openings: Where sash or windows are removed, cover resultant openings with temporary enclosures so that openings are weathertight during repair period.
- E. Identify removed windows, sash, and members with numbering system corresponding to window locations to ensure reinstallation in same location.

3.3 GLAZING

- A. Remove cracked and damaged glass and glazing materials from openings and prepare surfaces for reglazing.
- B. Reinstall glass with indicated glazing system.
- C. Disposal of Removed Glass: Remove from Owner's property and legally dispose of it unless otherwise indicated.

3.4 WOOD WINDOW PATCH-TYPE REPAIR

- A. General: Patch wood members that are damaged and exhibit depressions, holes, or similar voids, and that have limited rotted or decayed wood.
 1. Treat wood members with wood consolidant prior to application of patching compound. Allow treatment to harden before filling void with patching compound.
- B. Apply borate preservative treatment to accessible surfaces either before applying wood consolidant or after removing rotted or decayed wood.
- C. Apply wood-patching compound to fill depressions, nicks, cracks, and other voids created by removed or missing wood.
 1. Apply patching compound in layers as recommended by manufacturer until the void is completely filled.
 2. Finish patch surface to match contour of adjacent wood member. Sand patching compound smooth and flush, matching contour of existing wood member.

3.5 WOOD WINDOW MEMBER-REPLACEMENT REPAIR

- A. General: Replace parts of or entire wood window members at locations where damage is too extensive to patch.
 - 1. Remove sash from windows before performing member-replacement repairs unless otherwise indicated.
 - 2. Remove broken, rotted, and decayed wood down to sound wood.
 - 3. Custom fabricate new wood to replace missing wood; either replace entire wood member or splice new wood part into existing member. Fabricate replacement members according to WI Section 7 requirements for Custom Grade.
 - 4. Secure new wood using finger joints or multiple dowels with adhesive and nailing to ensure maximum structural integrity at each splice. Use only concealed fasteners. Fill nail holes and patch surface to match surrounding wood.
- B. Apply borate preservative treatment to accessible surfaces after replacements are made.
- C. Repair remaining depressions, holes, or similar voids with patch-type repairs.
- D. Glazing: Reglaze units prior to reinstallation.
- E. Reinstall units removed for repair into original openings.
- F. Weather Stripping: Replace nonfunctioning and install missing weather stripping to ensure full-perimeter and meeting rail weather stripping for each operable sash.

END OF SECTION

EXHIBIT C - SHEET METAL FLASHING AND TRIM

PART 4 GENERAL

4.1 SUMMARY

- A. Section Includes:
 - 1. Formed roof drainage sheet metal fabrications.

4.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
 - 1. Include details for forming, joining, supporting, and securing sheet metal flashing and trim, including pattern of seams, termination points, fixed points, expansion joints, expansion-joint covers, edge conditions, special conditions, and connections to adjoining work.
- C. Samples: For each exposed product and for each finish specified.

4.3 INFORMATIONAL SUBMITTALS

- A. Warranty: Sample of special warranty.

4.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

4.5 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- B. Copper Sheet Metal Standard: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- C. Preinstallation Conference: Conduct conference at Project site.

PART 5 PRODUCTS

5.1 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

- B. Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
 - 1. Pre-Patinated Copper-Sheet Finish: Verdigris, pre-patinated according to ASTM B 882.
- C. Metallic-Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality.
 - 2. Surface: Mill phosphatized (bonderized) for field painting.

5.2 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 - 2. Fasteners for Copper Sheet: Copper, hardware bronze or Series 300 stainless steel.
 - 3. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
- C. Solder:
 - 1. For Copper: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.
 - 2. For Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead or Grade Sn60, 60 percent tin and 40 percent lead.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- E. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

G. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

5.3 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 - 1. Obtain field measurements for accurate fit before shop fabrication.
 - 2. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.
- C. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- E. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.

5.4 ROOF DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to match cross section of gutter being replaced using existing gutter as prototype, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch-long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters.
 - 1. Accessories: Wire ball downspout strainer.
- B. Downspouts: Fabricate downspouts with cross section matching existing downspouts, complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
 - 1. Hanger Style: Match existing.
 - 2. Fabricate from the following materials:
 - a. Copper: 16 oz./sq. ft. (0.55 mm thick).
 - b. Galvanized Steel: 0.022 inch (0.56 mm) thick.
- C. Splash Pans: Precast concrete, minimum 12-inches wide by minimum 12 inches long.

PART 6 EXECUTION

6.1 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement so that completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches (300 mm) apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 - 5. Install sealant tape where indicated.
 - 6. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
- C. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
- D. Seal joints as required for watertight construction.
- E. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except reduce pre-tinning where pre-tinned surface would show in completed Work.
 - 1. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 - 2. Copper Soldering: Tin edges of uncoated copper sheets using solder for copper.

6.2 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored gutter brackets or straps spaced not more than 36 inches (900 mm) apart. Provide end closures and seal watertight with sealant. Slope to downspouts.

1. Install gutter with expansion joints not exceeding 50 feet (15.24 m) apart. Install expansion-joint caps.
- C. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches (1500 mm) o.c. in between.
- D. Splash Pans: Install where downspouts discharge onto ground.

6.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

END OF SECTION

EXHIBIT D - EXTERIOR PAINTING

PART 7 GENERAL

7.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on exterior substrates, including but not necessarily limited to.
 - 1. Galvanized metal.
 - 2. Wood.
 - 3. Exterior portland cement plaster (stucco).
- B. Related Requirements:
 - 1. Exhibit E for lead-based paint remediation requirements.

7.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

7.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and each color and gloss of topcoat.
- C. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

7.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 10 gallons of white and 1 gallon of each non-white color.

7.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

B. Preinstallation Conference: Conduct conference at Project site.

7.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

7.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Existing Conditions: All existing paints are to be considered lead-based paints.

PART 8 PRODUCTS

8.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in other Part 2 articles for the paint category indicated.

8.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction, including the United States Environmental Protection Agency and the Bay Area Air quality Management District.
- D. Colors: Match existing colors.

8.3 PRIMERS/SEALERS

- A. Primer, Alkali Resistant, Water Based: MPI #3 or as recommended in writing by topcoat manufacturer.
 - 1. AkzoNobel; Hydro-Shur Hydrosealer-WB Waterborne Pigmented Bonding Coat .
 - 2. Sherwin-Williams; Loxon Concrete & Masonry Primer.
- B. Primer, Galvanized, Water Based: MPI #134 or as recommended in writing by topcoat manufacturer.
 - 1. AkzoNobel; Devoe Devflex 4020 Direct toMetal Primer & Flat Finish.
 - 2. Sherwin-Williams; DTM Acrylic Primer/Finish.
- C. Primer, Latex for Exterior Wood: MPI #6.
 - 1. AkzoNobel, Devoe Exterior Wood Primer.
 - 2. Sherwin-Williams; Exterior Latex Wood Primer.
- D. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.

8.4 WATER-BASED PAINTS

- A. Latex, Exterior Flat (Gloss Level 1): MPI #10.
 - 1. AkzoNobel; Devoe Regency 100% Acrylic Exterior Flat Paint.
 - 2. Sherwin-Williams; A-100 Exterior Latex Flat.
- B. Latex, Exterior Semi-Gloss (Gloss Level 5): MPI #11.
 - 1. AkzoNobel; Devoe Weather King II Exterior Acrylic Latex Semi-Gloss.
 - 2. Sherwin-Williams; A-100 Exterior Latex Gloss.

8.5 ACCESSORY PRODUCTS

- A. Stucco Patching Compound: Cement-based patching material formulated for exterior stucco crack and patching repairs.
 - 1. CTS Cement Manufacturing Corporation; Rapid Set Stucco Patch.

PART 9 EXECUTION

9.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Masonry (Clay and CMU): 12 percent.
 - 3. Wood: 15 percent.
 - 4. Portland Cement Plaster: 12 percent.

5. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
 1. Verify wood decay has been repaired as specified elsewhere.
 2. Verify replacement pieces for missing wood trim have been installed.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

9.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Maintenance Repainting Manual" applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove loose, flaky and otherwise deteriorated paints from substrates. Comply with lead-based paint remediation requirements specified elsewhere.
 2. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- C. Repair cracks in cement plaster (stucco) substrates using cementitious stucco patching material.
 1. Remove all loose, unsound, and contaminated stucco from the area to be patched.
 2. Open cracks to minimum 1/4-inch width.
 3. Provide surfaces free of materials that will interfere with bonding of patching material such as dirt, oil, paint, or loose material.
 4. Mix and apply patching compound as recommended by manufacturer.
 5. Finish smooth and flush with the surrounding surface.
 6. Use a trowel, float, or sponge to match the texture of the surrounding area.
 7. Allow to cure for period recommended by manufacturer.
 8. Prime using alkali-resistant primer.

9.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

9.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

9.5 EXTERIOR PAINTING SCHEDULE

A. Galvanized-Metal Substrates (gutters, etc.):

1. Latex System:

- a. Prime Coat: Primer, galvanized, water based, MPI #134 or as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
- b. Intermediate Coat: Latex, exterior, matching topcoat.
- c. Topcoat: Latex, exterior semi-gloss (Gloss Level 5), MPI #11.

B. Wood Substrates: Including wood trim, doors, windows, wood siding, and planters.

1. Latex System:

- a. Prime Coat: Primer, latex for exterior wood, MPI #6.
- b. Intermediate Coat: Latex, exterior, matching topcoat.
- c. Topcoat: Latex, exterior semi-gloss (Gloss Level 5), MPI #11.

C. Portland Cement Plaster Substrates:

1. Latex over Alkali-Resistant Primer System:

- a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
- b. Intermediate Coat: Latex, exterior, matching topcoat.
- c. Topcoat: Latex, exterior flat (Gloss Level 1), MPI #10.

END OF SECTION

Exhibit E – Lead Paint Stabilization and Dust Clean-Up

PART 1 - GENERAL

1.01 SUMMARY OF LEAD-RELATED WORK

- A. This contract involves removal and disturbance of surface finishes that contain detectable quantities of lead. Certain existing painted components contain lead-based paint (LBP) and must be stabilized as part of the surface preparation and painting process of this contract. LBP surface preparation shall be completed in strict accordance with HUD Lead Guidelines, applicable regulation and this section and other applicable sections of this contract. All non-LBP painted surfaces shall be considered to contain lead-containing paint (LCP) for Cal/OSHA compliance purposes including housekeeping.
- B. HUD-defined lead-based paints (LBPs) have been identified to be present throughout the exterior of all buildings. Buildings requiring stabilization and repainting and repairs to painted substrates as noted in the Contract Documents include the following:

Bldg. #	Address	Soil Sample I.D.	Drip line Soil Lead Content (ppm)	Lead Content >5,000 ppm
A	390 West Essex	A-NORTH	86	All exterior finishes
B	2805 Seattle Rd.	B-WEST	220	All exterior finishes
C	2765 Seattle Rd.	---	---	All exterior finishes
D	2825 Newport Rd.	D-WEST	230	All exterior finishes
E	2815 Newport Rd.	---	---	All exterior finishes
F	2801 Newport Rd.	---	---	All exterior finishes
G	2765 Newport Rd.	---	---	All exterior finishes
H	2865 San Diego Rd.	---	---	All exterior finishes
I	2835 San Diego Rd.	---	---	All exterior finishes
K	2805 San Diego Rd.	---	---	All exterior finishes
L.	2775 San Diego Rd.	---	---	All exterior finishes
M	2875 San Pedro Rd.	---	---	All exterior finishes
N	2845 San Pedro Rd.	---	---	All exterior finishes
O	2835 San Pedro Rd.	O-NORTH	150	All exterior finishes
P	2815 San Pedro Rd.	---	---	All exterior finishes
Q	2795 San Pedro Rd.	Q-NORTH	38	All exterior finishes
S	2845 Pearl Harbor	S-SOUTH	460*	All exterior finishes

T	2825 Pearl Harbor	---	---	All exterior finishes
U	2825 Pearl Harbor	---	---	All exterior finishes

***Over HUD clearance standard of 400 ppm for children play areas**

- C. The Contractor's LBP surface preparation, clean up, and stabilization work of this contract includes all exterior painted finishes throughout the Alameda Point site noted above.
- D. The Contractor's LBP remediation shall include cleanup of paint chips at least 3-ft. outward of all building drip lines.

1.02 SECTION INCLUDES

A. This section specifies requirements for lead paint surface preparation, including lead-based paint stabilization and lead dust clean-up, hereafter referred to as lead paint stabilization including, but not limited to:

1. Submittals
2. The Owner's Environmental Consultant
3. Contractor's Compliance and QA/QC Program
4. Products
5. Execution of Lead Related Work including:
 - a. Work Area preparation.
 - b. Worker protection and decontamination.
 - c. Minor repair or caulking of damaged substrates.
 - d. Exterior lead paint surface preparation.
 - e. Cleaning and decontamination.
 - f. Clearance inspection testing.
 - g. Waste storage, characterization, and disposal.
6. Stop work orders
7. Project closeout

1.03 REGULATIONS

A. The Contractor shall comply with the requirements of the current issue of the following regulations and guidelines governing lead impacted construction and disposal and other applicable Federal, State, and Local Government regulations. The regulations listed herein are incorporated by reference.

1. Code of Federal Regulations (CFR):

- a. 24 CFR Part 35 Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance.
- b. 29 CFR 1926, Construction Standards.
- c. 29 CFR 1926.62, Lead in Construction.
- d. 40 CFR Part 50.12, Ambient Air Quality Standard for Lead.
- e. 40 CFR Parts 261, 265 and 268, Hazardous Waste Management.
- f. 40 CFR Part 745 Lead, Identification of Dangerous Levels of Lead, Final Rule.
- g. 49 CFR Parts 172 through 179, Hazardous Material Transportation.

2. California Code of Regulations:

- a. 8 CCR Division 1, Chapter 4, Subchapter 4, Construction Safety Orders.
- b. 8 CCR 1532.1, Lead in Construction.
- c. 8 CCR 5144, Respiratory Protection.
- d. 22 CCR Division 4, Chapter 30, Hazardous Waste Management.
- e. 17 CCR Division 1, Chapter 8, Accreditation/Certification, and Work Practices in Lead-related Construction.
- f. 8 CCR 1532.1 Lead Work Pre-Job Notification.
- g. Title 8 California Code of Regulations (8 CCR) Sections 3203 and 1509 - Injury and Illness Prevention Program.

2. Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, U.S. Department of Housing and Urban Development (HUD), June

1995.

3. U.S. Environmental Protection Agency's Lead Pre-Renovation Education (PRE) Rules.

1.04 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. E84: "Test Method for Surface Burning Characteristics of Building Materials."
2. E119: "Standard Method for Fire Tests of Building Construction and Materials."

B. American National Standards Institute (ANSI):

1. Z9.2: "Fundamentals Governing the Design and Operation of Local Exhaust Systems."
2. Z41.1: "Men's Safety Toe Footwear."
3. Z86.1: "Commodity Specification for Air."
4. Z87.1: "Practice for Occupational and Educational Eye and Face Protection."
5. Z88.2: "Practices for Respiratory Protection."
6. Z88.6: "Respiratory Protection - Respiratory Use Physical Qualifications for Personnel."
7. Z89.1: "Requirements for Industrial Head Protection."

C. National Fire Protection Association (NFPA):

1. Standard 10: "Fire Extinguishers."
2. Standard 70: "National Electric Code."
3. Standard 90A: "Fire Rating of Sprayed-On Fireproofing."
4. Standard 701: "Small Scale Fire Test for Flame Resistant Textiles and Films."

1.05 DEFINITIONS

A. Definitions specific to the work of this section:

1. Abatement: as defined by the Department of Public Health for lead hazards work, includes any set of measures designed to reduce or eliminate lead

hazards

2. Activity Class/Category - Lead: Lead hazard designations assigned to work activities that involve lead-containing materials. Activities that fall into Classes I through III, including as examples the operations defined below, are required to assume the following personal airborne exposure levels, unless otherwise demonstrated.
 - a. Activity Class I; exposure <500 micrograms/m³
 - 1) Surface clean-up of lead-containing dust or debris $<15,000$ micrograms/ft²;
 - 2) Spray painting with lead-based paints; Manual demolition of structures (e.g. drywall, plaster, etc.);
 - 3) Manual sanding, grinding, needle gunning, chiseling, hammering, wire brushing, milling or scraping of lead-based coatings;
 - 4) Head gun removal of any surface coating; and power tool cleaning with dust collection systems.
 - b. Activity Class II; exposure >500 micrograms/m³ and $>2,500$ micrograms/m³

Using lead mortar;

Lead burning;

Rivet busting;

Power tool cleaning without dust collection systems;

Clean-up of dry abrasive; and

Abrasive blasting enclosure movement and removal
 - c. Activity Class III; exposure $>2,500$ micrograms/m³
 - 1) Abrasive blasting of any coated surfaces;
 - 2) Welding on any coated surfaces;
 - 3) Torching or cutting on any coated surfaces; and
 - 4) Torch burning of any coated surfaces.
3. Air Monitoring -- The process of measuring the lead content of a specified volume of air in a stated period of time.

4. Authorized Visitor -- The Building Owner, or Owner's Representative, Owner's Consultant, or a representative of any regulatory or other agency having jurisdiction over the project.
5. Certified Lead Worker: includes those who do lead-related construction work activities on a work site under the directions of a Certified Lead Supervisor, including:
 - a. Removal, disposal or abatement of loose and peeling lead-based paints as defined by HUD, including scraping, demolition or other Cal/OSHA Activity 1 through 3 work as defined above.
 - b. Removal or repair of lead plumbing.
 - c. Repainting or general construction on surfaces painted with lead-based paints.
 - d. Removal, enclosing or covering of lead-contaminated soils.
 - e. Note that renovations, remodeling, painting, operations and maintenance work or other activities listed above that are considered to be interim controls, or lasting under 20 years.
6. Certified Lead Supervisor: includes those who supervise daily work activities on a lead-related construction site, as well as supervision of repainting or general construction performed on surfaces with lead-based paints where abatement is designed to permanently reduce or eliminate lead hazards for public (non-industrial) buildings or to last more than 20 years. The Certified Lead Supervisor shall oversee the Certified Lead Workers, enforce safe work practices, and schedule and coordinate work site activities with the building occupants and other contractors and consultant.
7. Certified Renovator – For this project, the term “Certified Renovator, as used in this section, and other contract references shall mean an individual(s) with 8-hrs. initial renovators training in compliance with the EPA’s Renovation, Repairs and Painting (RR&P Plan effective April 22, 2010, or a CDPH Certified Worker or Supervisor with 4-hrs. initial renovator training in compliance with the EPA’s Renovation, Repairs and Painting (RR&P Plan effective April 22, 2010.
8. Competent Person -- An onsite supervisor who has been formally trained in lead related construction and who is capable of identifying lead hazards, substandard and improper lead abatement controls, procedures, practices, and conditions and who has sufficient experience and authority to take prompt corrective measures to eliminate them.
9. Containment: as defined by the California Department of Public Health includes any system, process or barrier used to contain lead hazards in a work area, including plastic sheeting, wet scraping, and other lead-safe work practices as described in the HUD Guidelines, Chapter 8.

10. Fixed Object -- A unit of equipment or furniture in the Work Area that cannot be removed from the Work Area.
11. Hazardous Lead Waste -- Lead paint debris shall be classified as hazardous due to the characteristic of toxicity, as determined by testing in accordance with the California Code of Regulations, Title 22, Division 4, Chapter 30, Article 11. Any substance(s) listed in Article 11 Section 66699 at concentrations greater than their listed Soluble Threshold Limit Concentration (STLC) or Total Threshold Limit Concentration (TTLC) may need to be further characterized by the Toxicity Characteristic Leaching Procedure (TCLP) in accordance with 40 CFR 261 and other tests prior to disposal as a hazardous waste.
12. HEPA Filter -- A High Efficiency Particulate Absolute (HEPA) filter capable of trapping and retaining 99.97% of lead particles greater than 0.3 microns in diameter.
13. HEPA Vacuum Equipment -- High efficiency particulate air (absolute) filtered vacuuming equipment with a filter system capable of collecting and retaining lead dust. Filters shall be certified to be of 99.97% efficiency for retaining particles of 0.3 microns diameter or larger.
14. Lead Dust Clean Up -- Clean up and decontamination of all dust and debris in Work Area. For this project, clean up includes surfaces of the window opening including window sill, jamb, head, sliding window channel and weep holes, inside surface of window, and the surfaces of adjacent wall and floor area.
15. Lead-Based Paint (LBP) -- Lead-based paint as defined by HUD, EPA, and California CDPH is any paint with a lead content that equals or exceeds 0.5% lead by weight or 1.0 milligrams of lead per square centimeter of surface area.
16. Lead-Containing Paint (LCP) -- is paint with any detectable level of lead. All paints shall be assumed to contain lead unless laboratory testing proves otherwise.
17. Lead Paint Related Waste -- Paint chips, vacuum dust, and debris, used cleaning articles, waste water, plastic sheets, and other disposable items which were used during the LBP stabilization process and as a result are considered lead contaminated waste or assumed hazardous waste pending further characterization.
18. Lead Paint Surface Preparation -- The process of conducting surface preparation to remove loose, flaking, deteriorated paint and sealing the resulting surfaces with primer and at least one finish coat of paint. Primers to be at least 1.0 mil in thickness and finish coats to be at least 1.5 mil in thickness.

19. Minor Repairs -- Minor repair includes installation of reinforcement fasteners, installing or re-installing window latches, re-installing window glazing compounds, and freeing windows painted shut using methods which should not damage window components.
20. Owner -- Owner of the Building/Property, the U.S. Navy.
21. Owner's Representative -- Person(s) designated or appointed by the Owner to represent them in all matters concerning the construction project at the site.
22. Owner's Environmental Consultant -- The environmental consulting firm and individual representatives of that firm, hired to provide technical oversight, including observation and monitoring services during the lead stabilization phase of the project.
23. Owner's Construction Inspector -- Owners Painter Supervisor or Construction Inspector appointed by the Owner to inspect work for conformance with the Contract Documents.
24. Qualified Person -- The individual identified by the Contractor to be responsible for conducting air sampling, calibration of air sampling pumps, evaluating sampling results, and conducting respirator fit tests.
25. Recognized Training/Educational Institution -- University, college, or a professional training organization funded by or meeting U.S. Environmental Protection Agency (EPA) and/or California Department of Public Health (CDPH) accreditation requirements for contractors performing lead-related construction work.
26. Removal -- All herein specified procedures necessary to remove and clean-up all lead-based paint (LBP) from the designated areas and to dispose of these materials at an acceptable site in accordance with Federal, State, and Local Regulations.
27. Stabilization -- See Lead Paint Surface Preparation.
28. Visually Clean -- Free of visible dust, paint chips, dirt, debris, or films removable by vacuuming or wet cleaning methods specified. For outside soil or ground cover areas, visually clean shall mean free of construction or paint debris, chips, or dust distinguishable from the initial soil or ground conditions.
29. Wet Cleaning -- The process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been washed with specified detergent solutions and rinsed with clean water. Includes use of 10% solution of chlorine bleach for mildew clean up.
30. Window Area -- The window and associated components including but not limited to interior window sills (stool), exterior window sills on wood windows,

- window troughs and wells on metal and aluminum windows, framing, head, jamb and trim.
31. Window Sill (interior) -- That portion of the horizontal ledge that protrudes into the interior of the room, technically called a window stool.
 32. Window Sill (exterior) -- That portion of the horizontal window frame ledge that extends to the exterior. Usually includes window well or trough areas.
 33. Window Trough -- That portion of the horizontal windowsill that receives both the upper and lower window sashes or double hung window when they are lowered; the metal channel on sliding windows; and the trough, well or depression in the metal frame at the bottom of steel casement windows.
 34. Window Well -- Same as window trough.
 35. Work Area -- Designated and controlled areas in which lead-based paint (LBP) stabilization, lead dust clean up and mildew clean up actions are undertaken or which may become contaminated as a result of such stabilization actions. A Work Area is a controlled area delineated at minimum by barrier tape (or similar means) and signage to restrict access to Authorized Personnel. In some instances a higher degree of physical isolation and control may be required and specified.
 36. Working Day -- Monday through Friday, excluding legal and owner holidays, during normal daytime hours. The amount of time allotted during each Working Day shall not exceed eight and one half (8.5) hours in length including one half (0.5) hour for lunch without prior Owner's approval in writing.

1.06 CERTIFICATIONS

- A. Certified Renovator. The Contractor shall assign a Certified Renovator to the project to assure lead safe work practices being utilized by all trades in compliance with the EPA's RR&P rules, effective April 22, 2010 and amendments thereto, and Cal/OSHA's Construction Lead Standard, 8 CCR 1532.1. The use of CDPH certified lead supervisors (competent persons) and certified lead workers for work involving stabilization of any HUD-defined lead-based paints (LBPs) is restricted to activities that Permissible Exposure Limit. Most stabilization work requires non-certified workers with lead awareness training minimum in compliance with 8 CCR 1532.1.
- B. Extent of work. The Contractor has restricted his or her bid to the existing scope of work regarding the LCB and LCP stabilization and lead dust clean up at all painted exterior finishes, including but not necessarily limited to wall, soffits, eaves, porches, window sashes, sills and frames, doors, door frames and thresholds, gutters, downspouts and trim. Cleanup shall include visible paint chips and debris within 3-ft. of the drip line of all residences.

1.07 SUBMITTALS AND NOTICES

- A. In addition to any other submittal required by this contract, within the scheduled time frame, the Contractor shall submit two (2) complete copies of the following for the Owner's Environmental Consultant's approval. Partial submittals and/or submittals not ORGANIZED in the following format will NOT be accepted for review. WORK WILL NOT BEGIN UNTIL THE SUBMITTAL PACKAGE HAS BEEN FULLY APPROVED. Submit the following:
1. Copy of State Contractors Licensing Board (CSLB) license.
 2. Detailed work plan for exterior Lead Paint Surface Preparation. Include equipment and materials proposed to remove loose LBP and associated dust and debris. Include the procedures and practices for protection of building occupants, public, and the environment. At minimum, the plan should detail work area preparation and containment controls for all exterior work, cleaning and decontamination procedures, signage, and security measures.
 3. Detailed plan for transportation and final disposal of lead paint and chip-related wastes generated by this work in accordance with all applicable Federal, State, and Local regulations. Provide name and address of waste transporter and disposal sites for lead hazardous wastes.
 4. Proposed location, size and type of secured lead waste storage containers to be used for temporary on-site storage of lead paint wastes and describe how they will be kept safe and secure until disposal.
 5. Detailed schedule for completion of lead surface preparation work. This schedule is to be updated on a weekly basis indicating tasks being performed until job completion.
 6. Submit Cal/OSHA Lead Compliance Plan. This is a detailed plan for protection of workers that includes all information required for the Cal/OSHA compliance plan per 8 CCR 1532.1.
 7. Notifications (as applicable): Submit the following:
 - a. California Dept. of Public Health's Abatement of Lead Hazards Notification (Form 8551).
 - b. Cal/OSHA Pre-Job Notification in accordance with Cal/OSHA 8 CCR 1532.1; and
 - c. USEPA's 'Renovate Right' brochure in compliance with the EPA's RR&P rules.
 8. Provide Certifications demonstrating that all employees engaged in lead-based paint stabilization activities have attended awareness training by a Competent Person or Certified Renovator to conduct lead-impacted construction activities, in compliance with provisions in the Cal/OSHA lead

regulations, the EPA's RR&P rules and this specification.

9. Provide current training Certification of the Certified Renovator(s) assigned to this project.
 10. Provide documentation that all employees engaged in lead paint stabilization related activities have had the appropriate medical examinations within the prescribed time periods immediately preceding project start-up. Evidence of medical requirement compliance shall include, but are not necessarily limited to:
 - a. Documentation of medical surveillance examination by a licensed medical physician prior to commencement of onsite lead-related work including baseline blood lead levels performed in accordance with Cal/OSHA 8 CCR 1532.1 and medical examination within the last twelve (12) months. The baseline blood lead shall have been within the past 30 days.
 - b. Statement by the examining physician that employee is fit to wear a respirator in accordance with 8 CCR 1531 within the last twelve (12) months.
 11. Provide annual respiratory fit test records for all certified workers in compliance with 8 CCR 5144.
 12. Product data sheets and material safety data sheets (MSDS) for each product proposed for use on this project such as but not limited to wetting agents, detergents, adhesives, and abrasives.
 13. Manufacturer's certification that HEPA vacuums, HEPA ventilation equipment, and other equipment required to contain airborne dust conforms to ANSI Z 9.2.
 14. Product data sheets for all power tools and equipment used to remove loose lead-based paint including, but not limited to vacuum-assisted power tools.
 15. Emergency phone number and pager list.
- B. Daily/In Progress Submittals - submit the following documentation daily to the Owner's Environmental Consultant within 24 hours of initiation:
1. Updated training and medical certifications as required herein shall be provided prior to assignment of new personnel and for existing personnel prior to the stated allowable time limits, expiration dates. The allowable intervals since the last medical examination (12 months), blood lead test (6 months), or fit test (12 months), shall not be exceeded.
 2. Daily sign-in/access logs.

3. Copies of updated notifications to regulatory agencies, as needed.

C. Close-Out Submittals

1. Copies of the waste manifest for all lead hazardous wastes generated by the Contractor during this project.
2. Waste profiling data (TCLP, WET and SW846, as applicable).
3. Foreman's daily job reports.
4. The results of all personal air monitoring or negative exposure assessments, as applicable.

1.08 THE OWNER'S ENVIRONMENTAL CONSULTANT

A. The Owner's Environmental Consultant is authorized to provide lead-related construction compliance observation and monitoring, testing, and technical oversight services including, but not limited to:

1. Soil lead testing to establish representative soil lead levels prior to start of this project and upon completing of the project to detect contamination attributable to the Contractor's operations and/or verify that the Contractor's contamination controls were adequate.
2. Airborne lead monitoring to evaluate the effectiveness of the Contractor's lead dust control work practices, procedures, and dust containment methods. The results from this monitoring shall be used to evaluate the Contractor's personal monitoring data and to evaluate the Contractor's compliance with occupational and environmental regulations.
3. Visual inspections to verify if the Contractor has met the requirements for various phases of the LBP stabilization process including Work Area preparation, removal, and clean-up and decontamination
4. Wipe sampling for lead contamination to determine if the Contractor has successfully completed clean up and met the LBP stabilization project decontamination completion standards.
5. Verification of waste characterization to classify the typical waste streams produced by lead-impacted construction operations according to existing California hazardous waste criteria by laboratory analysis. . Note: All lead paint chips and debris shall be assumed to be a lead hazardous waste subject to verification testing by the Owner's Environmental Consultant. The Contractor is responsible for all waste profiling required by the landfill to accept the waste.

B. The cost of the Owner's Environmental Consultant's services will normally be the responsibility of the Owner except under the following circumstances. The Contractor shall be responsible for the cost of the Owner's Environmental Consultant for additional services provided when:

1. The Contractor's Work Area fails final clearance inspection and/or testing;
2. Additional workdays or workday hours (overtime) are required by the Contractor to complete project work;
3. The Contractor exceeds the allowable number of workdays for work completion; and/or
4. Additional Environmental Consultant services associated with response to an uncontrolled, unauthorized hazardous materials (e.g. lead chips and dust) release to the environment by the Contractor's work or operations.

1.10 CONTRACTOR'S COMPLIANCE AND QUALITY ASSURANCE

A. The Contractor shall have a Competent Person onsite at all times while lead paint stabilization operations are in progress. The Contractor's Competent Person shall communicate and coordinate with the Owner's Environmental Consultant with regard to work schedules, inspections, daily submittals, and compliance issues.

B. The Contractor's Competent Person shall:

1. Ensure the Contractor's compliance with the specifications.
2. Conduct worker exposure monitoring using a Qualified Person and provide results to the Owner's Environmental Consultant.
3. Pre-inspect Work Areas for compliance and completion prior to notifying the Owner of the stabilized surfaces and Work Area's readiness for inspection. Notification shall be 24-hours in advance of the area's readiness for inspection.
4. Accompany Owner's Environmental Consultant during Work Area pre-start and clearance inspections as requested.
5. Ensure all of the Contractor's workers have current valid medical, blood-lead test, training, and respirator fit test records and provide copies of all new or updated records to the Owner's Environmental Consultant for approval before assigning the workers to any work within Work Areas.
6. Take timely and appropriate corrective actions to ensure compliance with the abatement plans and specifications and to eliminate unsafe, unhealthful, and environmentally unsound work practices regardless of whether or not they are brought to the Contractor's attention by the Owner's Environmental

Consultant.

7. Adhere to the specification and the Consultant's initial characterization of lead hazardous waste for proper packaging, labeling, storage, transportation, and disposal of waste.

PART 2 - PRODUCTS

2.01 PROTECTIVE COVERING

- A. Polyethylene sheeting shall be flame-retardant and approved and listed by the State Fire Marshal in accordance with Section 13121 and/or 13144.1 of the California Health and Safety Code and of adequate size (dimensions) to minimize the frequency of joints.

2.02 CLEANERS

- A. Cleaning agents, equipment, and methods employed shall not in any way damage the substrate or adjoining surfaces and finishes. Cleaning solvents shall be non-injurious to the surfaces upon which they are applied. The methods used shall cause no pitting, erosion or damages to the surfaces.
 1. Do not use chemicals that may attach or leave deposits on the substrate material.
 2. Modify the process or processes to suit the finish, hardness, and condition of the surface to be cleaned.

2.03 TAPE

- A. Duct tape (or approved equivalent) two (2) inches or wider, capable of sealing joints of adjacent sheets of polyethylene sheeting and for attachment of polyethylene sheeting to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions.

2.04 PRIMER/SEALER

- A. The primer/sealer paint applied after surface preparation shall be compatible with the painting systems to follow under this contract. See Specification Section 09900 - Painting.

2.05 SPRAY ADHESIVE

- A. Spray Adhesives: Spray adhesives for sealing polyethylene sheeting shall not contain any methylene chloride or methyl chloroform (1,1,1- trichloroethane) compounds. The Contractor shall be responsible for any damage or cleaning of

finished or unfinished surfaces resulting from the use of spray adhesives.

2.06 DISPOSAL CONTAINERS

- A. Provide six (6) mil thick polyethylene sheeting, six (6) mil leak-tight polyethylene bags and other impervious containers as required by applicable regulations. All waste shall be labeled as hazardous or potentially hazardous waste unless proven otherwise by appropriate sampling and laboratory analysis.
- B. All hazardous waste storage and shipping containers (drums) shall meet applicable DOT requirements.

2.07 WARNING SIGNS AND LABELS

- A. Caution Signs: To be minimum of 20 x 14 inches and includes phrase "**Caution Lead Hazard, Keep Out Unless Authorized**" in minimum two-inch high letters. These shall be posted at each approach to each lead paint stabilization Work Area.
- B. Cal/OSHA Lead Warning Posters: "**Warning - Lead Work Area, Poison, No Smoking or Eating**" shall be posted at the entrance to each LBP stabilization Work Area.
- C. Labels: Hazardous waste shall be labeled according to Federal, State and Local regulations including but not limited to the California Code of Regulations, Title 22, Chapter 30 and the U.S. Department of Transportation 49 CFR Parts 172, 173, 178 and 179.

2.08 PERSONAL PROTECTIVE EQUIPMENT

- A. Personal protective equipment shall comply with the requirements of 8 CCR 1532.1 Lead.
- B. Minimum protective clothing and equipment shall consist of disposable or re-useable full-body coveralls, work boots, gloves, or equivalent in accordance with ANSI Z41. Sleeves at wrists and cuffs at ankles shall be secure.
- C. Eye protection shall be available and worn as required by applicable safety regulations and shall conform to ANSI 87.1 and ANSI 89.1. Eye protection shall be worn during mechanical paint removal work.
- D. All disposable or re-usable work clothing worn during each work shift shall be removed prior to exiting the Work Area. Disposable clothing shall be properly segregated and placed in containers for proper waste characterization.

2.09 RESPIRATORS

- A. Provide workers with personally-issued respiratory equipment approved by NIOSH and suitable for the lead exposure level in the Work Area. Where respirators with

disposable filters are employed, provide sufficient filters for replacement as required by the worker or applicable regulation. HEPA Type H (P-100 or equivalent) cartridges, shall not be used any longer than one work period. Each respirator shall be washed whenever the worker wearing it showers or at least daily prior to storage. The following general conditions shall apply to respirator use:

1. All respirators used must be certified by NIOSH and a respirator program shall be established and implemented.
2. Respirators shall be used whenever airborne lead concentrations will exceed, or are likely to exceed, 0.5 mg/m³.
3. Respirators that are to be worn shall be selected based on measured or reasonably expected airborne concentrations of lead as follows:
 - a. Half-face negative pressure air purifying respirator: up to 0.5 mg/m³
 - b. Powered air purifying respirator: up to 2.5 mg/m³
 - c. Type C supplied air respirator full face piece pressure demand mode: up to 100 mg/m³

Note: Disposable respirators are not acceptable at any time. It is always permissible to upgrade to a more protective type of respirator.

- B. The Contractor is responsible for determination of airborne lead concentration levels for the Contractor's personnel and for providing and enforcing use of appropriate personnel respirator protection based upon airborne lead concentrations and this specification.
- C. Respirators shall not be removed inside the Work Area. Workers shall proceed to the designated washing area and clean the external surface of the respirator body before removing the respirator.

2.10 TOOLS AND EQUIPMENT

- A. Provide suitable tools for the removal of loose LBP and contamination including required HEPA negative pressure units, HEPA vacuums, Ground Fault Circuit Interrupters (GFCIs), ladders, scaffold, garden sprayers, and airless sprayers. All tools and equipment brought onsite shall be clean and free of lead and other hazardous material contaminants.
- B. Provide enough support equipment, including but not limited to, lumber, nails, hardware, shower stalls, hoses, plumbing, drain pans, sump pumps, and waste water storage drums to construct and operate the Decontamination Enclosure System(s), if required, or at minimum, a hand and face washing facility.
- C. Provide clean and fully decontaminated HEPA vacuum cleaners with DOP

certification successfully completed within the past 30 days.

2.11 PAINT REMOVERS (AS APPLICABLE)

A. Paint Removers shall conform to the following:

1. Non-flammable removing solvents or gels, with a flash point above 140 degrees F.
2. Solvent waste shall not result in the generation of hazardous waste as described under 22 CCR, Division 4.
3. Removers shall not contain methylene chloride, halogenated hydrocarbons, or any of the following glycol ethers.

Common Name	Abbrev.	CAS#	Chemical Name
ethylene glycol methyl ether	EGME	109-86-4	2-methoxyethanol
ethylene glycol methyl ether acetate	EGMEA	110-49-6	2-methoxyethyl acetate
ethylene glycol ethyl ether	EGEE	110-80-5	2-ethoxyethanol
ethylene glycol ethyl ether acetate	EGEEA	111-15-9	2-ethoxyethyl acetate
ethylene glycol dimethyl ether	EGDME	110-71-4	1,2 dimethoxyethane
ethylene glycol diethyl ether	EGDEE	629-14-1	1,2 diethoxyethane
diethylene glycol	DEG	111-46-6	2,2 dihydroxyethyl ether
diethylene glycol methyl ether	DEGME	111-77-3	2-(2-methoxyethoxy) ethanol
diethylene glycol ethyl ether	DEGEE	111-90-0	2-(2-ethoxyethoxy) ethanol
diethylene glycol dimethyl ether	DEGDME	111-90-6	bis(2-methoxyethoxy) ether
triethylene glycol dimethyl ether	TEGDME	112-49-2	2,5,8,11 tetraoxadodecane
dipropylene glycol	DPG	110-98-5	2,2 dihydroxyisopropyl ether

PART 3 - EXECUTION

3.01 GENERAL

A. Public Warning and Safety Information to be posted:

1. Post the Cal/OSHA Lead Hazard Warning sign at all approaches to the exterior Work Areas.

Warning
Lead Work Area
Poison
No Smoking or Eating
Authorized Personnel Only

2. Complete CDPH Form 8551 (12/97) and post at all entrances to the structure(s) at least 5 days prior to conducting abatement. The posted form shall not be removed until abatement is completed and a clearance inspection has been conducted.

3. Deliver of the completed CDPH Form 8551 to the Department of Public Health, c/o Notification at the Childhood Lead Prevention Program Branch, 1515 Clay Street, Suite 1801, Oakland, CA 94612; fax: (510) 622-4939.
 4. Retain records of notification for at least 3 years.
- B. The Contractor shall post public notices in advance of exterior work in compliance with the San Francisco Exterior Lead-Based Paint Ordinance. The San Francisco Department of Building Inspection requires 3 business days prior notification to tenants and prior notification to adjoining properties per San Francisco Building Code, Chapter 36.
- C. The Contractor shall distribute written notification to each tenant and make the EPA's pamphlet "Protect Your Family from Lead in Your Home" available upon request free of charge before beginning work. Written notification must include all of the following:
1. General nature and locations of renovation activities;
 2. Expected start and end dates of the renovation; and
 3. How occupants can obtain the pamphlet free of charge from the Contractor.
- D. The Contractor shall be responsible for ensuring that a "lead safe" entry is made available to each resident at all times to dwelling unit entry. Do not treat front porches and/or entryways and rear porches and/or entryways at the same time.
- E. In all cases, The Contractor shall employ and enforce continuous protective measures to prevent lead exposure to tenant and contamination of dwelling units, buildings and grounds.
- F. Special Procedures and Techniques:
1. Cordon off the proximity (within approximately 20 feet) of Activity Class I work areas using construction tape, polyethylene dust barriers, or other appropriate means.
 - a. Persons entering the regulated "cordoned" work area shall wear appropriate respiratory protection and full body coveralls.
 - b. Affix appropriate warning signs at the entry and approaches to the regulated area(s).
 2. Lockout electrical and HVAC equipment within the regulated area as necessary.
 3. Protect floors, furnishings, landscaping, and other items with polyethylene drop cloths or other acceptable means to prevent contamination or damage to other building surfaces and finishes.

4. Apply chemical strippers and scrape following the manufacturer's recommended procedures. After scraping, remove remaining loose paint with a HEPA vacuum.
5. Maintain work area surfaces as free as practicable from accumulated dust or debris. Clean equipment, tools and containment structures within regulated areas, at a minimum, with HEPA vacuums or wet methods.
6. Conduct operations to prevent injury to adjoining facilities, persons, motor vehicles, and other items as applicable.
 - a. Prevent chemical cleaning agents from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other items and other surfaces that could be injured or damaged by such contact.
 - b. Do not spray or scrape outdoors during winds of sufficient force to spread cleaning agents to unprotected surfaces.
7. Where mechanical sanding or removal of lead-based paints is required, the Contractor shall fully contain the work area, establish negative pressurization of the contained zone, and attach HEPA-filtration devices to all mechanical tools. Upgrades in respiratory protection shall be provided as required under 8 CCR 1532.1.

G. Prohibited Procedures:

1. Workers shall decontaminate themselves and appropriate equipment prior to eating, drinking and smoking.
2. Clean debris and surfaces with HEPA-filtered vacuums or wet methods.
3. Shoveling, wet sweeping, and brushing may be used only where vacuuming or other equally effective methods have been tried and are found to be ineffective.

3.02 GENERAL EXTERIOR PREPARATION FOR LBP SURFACE PREPARATION

- A. Cordon off the Work Area extending at a minimum of ten feet horizontally beyond the area of LBP related work with barrier tape and warning signs as specified herein.
- B. Pre-clean visible suspect lead-based paint dust and debris around and under areas where LBP stabilization operations will be conducted (within Work Area). Use HEPA vacuums and wet methods to perform this cleaning. Pre-cleaning shall include, at minimum, the designated Work Area. All existing visible paint chips must be removed as part of this project.
- C. Cover ground and horizontal surfaces of Work Area (the area within barrier tape) with a minimum of one layer of six (6) mil polyethylene sheeting. Secure the plastic to the side of the building or building foundation with tape or another anchoring system.

Horizontal surfaces include scaffolding and/or other work platforms. Extend the plastic from the foundation to ten (10) feet beyond the Work Area. Seal all seams with tape and secure plastic to prevent undesired movement. Turn up edge to contain any run off.

- D. Ensure that all windows within 20 feet of the Work Area are closed and sealed by protective plastic sheeting and duct tape.
- E. Where elevated LBP components are likely to generate airborne dust or paint chips, devise a suitable containment to control such dust and prevent dispersal by wind. Exterior lead-impacted construction operations that generate LBP dust and debris shall not be attempted when winds or air currents (i.e., greater than 15 mph) prevent containment of such waste material within the designated Work Area. To conduct exterior lead-impacted construction operations under windy conditions, the Contractor shall implement special, safe and effective countermeasures to ensure containment of LBP dust and debris. These countermeasures include but are not limited to protective shrouds or mini-containments on work platforms.
- F. Provide a designated entry/exit point to exterior Work Areas suitable for workers to properly decontaminate and exit from the Work Area as specified herein. Install lead caution and warning signage as specified above.
- G. Remove any interfering objects, as necessary, to complete work. Replace when work is complete.
- H. Complete any additional preparation work required for the specific abatement method to be used.
- I. Notify the Owner in writing 24 hours in advance when the Work Area is ready for inspection. Stabilization work shall not proceed until the Owner's Environmental Consultant or construction inspector has checked and approved Work Area preparations on the first day of such work.

3.03 WORKER PROTECTION AND DECONTAMINATION PROCEDURES

- A. The Contractor shall use only workers medically qualified and trained for lead work and respirator usage.
- B. Each worker and Authorized Visitor shall, don protective equipment required before entering the Work Area.
- C. Each worker and Authorized Visitor shall HEPA vacuum or wipe loose contamination from protective clothing before leaving the Work Area.
- D. At the end of the workday, all workers are to do the following: 1). Place disposable outer garments in separate labeled waste containers dedicated to PPE for proper waste characterization; 2) Place reusable clothing for laundering in a closed container; 3) Clean protective gear used (i.e. respirator); 4) Shower, or wash hands

and face at minimum; and 5) Wear only clean street clothes when leaving for home.

- E. All tools and equipment shall be decontaminated by HEPA vacuuming and/or wet wiping prior to being taken out of the Work Area.
- F. Workers shall not eat, drink, smoke, or chew gum or tobacco at the work site within any Work Area and as specified by the Owner or the Owner's Consultant.
- G. Each worker shall have a final medical blood-lead laboratory test within one week of job completion and before engaging in other lead related work.

3.04 MINOR REPAIR OF SURFACES CONTAINING LEAD-BASED PAINT

- A. Repair shall take place after Work Area preparation for LBP work and be considered part of the LBP stabilization process.
- B. Conduct minor repair operations including, but not limited to:
 - 1. Repair of dry rot or similar damaged component substrates.
 - 2. Removal and replacement of defective caulking or patches and repair of cracks.
- C. Clean up all resulting dust and debris and dispose of as a lead-related waste prior to completing surface preparation, and lead-contaminated dust clean-up.

3.05 EXTERIOR LEAD PAINT SURFACE PREPARATION AND DUST CLEAN-UP

- A. Prepare the Work Area as specified herein.
 - 1. Complete the following surface preparation and cleaning operations for all deteriorated exterior LBP surfaces (Note: This surface preparation shall be in addition to and conform to Section 09900 Painting):
 - a. Don required protective equipment and clothing.
 - b. Mist surfaces to dampen with water to prevent release of dust into the environment.
 - c. Apply only enough water to wet surfaces requiring paint stabilization. Do not let drips or puddles develop on or below the surface being cleaned.
 - d. Wet-scrape and/or sand the affected surface as required for proper surface preparation. Use HEPA vacuuming around the area being prepared as necessary to prevent release of any chips or dust outside the Work Area.

- e. Sanding, where required to prepare the surface properly, shall be performed using wet methods or approved portable HEPA vacuum assisted tools or both.
 - f. Once wet-scraping and sanding has been properly completed, clean the prepared surfaces and adjacent impacted surfaces by wet method and/or HEPA vacuum.
 - g. If any remaining debris is found on cleaned or prepared surfaces, complete the cleaning process again until no visible debris or dirt is found.
- 2. Upon completion of exterior surface preparation, allow surfaces to dry and then prime or spot prime all bare and unsealed surfaces areas. All paints are to be applied according to the manufacturers instructions and in accordance with specification Section 09900 Painting.
 - 3. All LBP prepared surfaces shall be painted with a minimum of two coats of paint in accordance with Section 09900 Painting.

3.06 CLEANING AND DECONTAMINATION OF WORK AREAS

A. Daily Clean up: Perform the following clean up procedures daily and when all surface preparation of L.P. is complete at each building or structure.

- 1. Clean all Work Areas daily, or sooner if stabilization within the Work Area is complete, until each Work Area is free of loose dust and debris to the satisfaction of the Environmental Consultant and/or the Owner using HEPA and/or wet-wiping after pick-up of large debris.
 - 2. Wet debris with a fine mist of water and collect material. All material to be properly segregated, bagged in six (6) mil plastic bags or drums, sealed, and moved to a designated, secure, waste storage area for waste characterization.
 - 3. At the end of each work day the Contractor's Competent Person shall inspect work performed that day to ensure the work has been completed and no dust or residue remains on the areas removed and/or in the Work Area. All plastic sheeting, barriers or signage shall be removed by the Contractor prior to the end of the work day.
 - 4. At least 24 hours prior to completion of final clean-up and decontamination of each building, notify the Owner in order to allow for a final clearance inspection and testing by the Owner's Environmental Consultant.

3.07 FINAL CLEARANCE INSPECTION AND TESTING

A. Exterior Clearance Inspection. After the final clean-up by the Contractor, the Owner's Environmental Consultant shall conduct a visual inspection to ensure that all visible

dust and debris has been properly removed.

- B. The Contractor must provide the Owner at least 24 hours notice prior to scheduling final inspections. If the results of the final visual inspection are satisfactory to the Owner's Environmental Consultant then the exterior Work Area shall be released for unrestricted access. If the results of the inspection are unsatisfactory the contractor shall re-clean and decontaminate the Work Area prior to requesting another inspection by the Owner's Environmental Consultant.
- C. Upon completion of exterior stabilization and acceptable visual inspection by the Owner's Environmental Consultant, dust wipe samples of horizontal surface and/or soil samples may be collected and analyzed to determine if protection and decontamination measures by the Contractor have been adequate and complete.
- D. Soil lead results in excess of the pre-start results for the building shall be deemed evidence of contamination caused by the Contractor's operations and the areas represented shall be remediated at the Contractor's expense.
- E. Lead wipe test results of exterior surfaces such as window sills, porches, or sidewalks shall meet current HUD clearance levels for the components and shall be below pre-start levels where those have been determined.

3.08 RE-INSTALLATION OF INTERFERENCE COMPONENTS

- A. Upon completion of LBP preparation, clean-up, and painting re-install any fixtures, electrical utilities, telephone utilities, rain gutters and down spouts, security screens and other components removed as construction interferences.

3.09 LEAD CONTAMINATION OF BUILDING OR ENVIRONMENT

- A. In the event that removed paint dust or debris is not properly contained within the Work Area and thereby escapes, bypasses or penetrates established barriers, the Contractor shall stop work immediately, notify the Owner's Environmental Consultant immediately, and commence clean-up and decontamination procedures as described herein or directed by the Owner's Environmental Consultant.
- B. For soil contamination, the Contractor shall remove all visible signs of paint dust and debris and, at minimum, the upper one-half inch of soil in the area visibly contaminated and at least three feet beyond the drip line in each direction.
- C. Successful completion of soil decontamination shall be subject to evaluation by sampling at the discretion of the Owner or the Owner's Environmental Consultant. Soil sample(s) with lead concentrations below 400 part per million (ppm) lead and below the pre-start composite soil sample results shall be the criteria for completion of soil clean-up and decontamination.
- D. The Contractor shall be responsible for all costs associated with disposal of any debris and contaminated soil, including waste characterization testing.

- E. All remedial costs and cost of testing associated with lead contamination of a dwelling, building, or the environment shall be born solely by the Contractor and will be deducted from the contract amount.

3.10 WASTE STORAGE, SEGREGATION, AND CHARACTERIZATION

- A. The Contractor shall provide for secure onsite temporary storage of LBP paint chip, dust/debris, and clean-up related waste. A secure, locked dumpster (or approved equivalent) is required for all storage of all LBP and lead waste containers. Waste storage location, equipment, containers, and methods are subject to prior approval by the Owner.
- B. Construction waste materials, dust, and debris removed as the result of paint stabilization related work must be evaluated to determine waste characteristics prior to disposal. All waste streams, and waste categories shall be considered hazardous until proven otherwise. The Contractor shall be responsible for all disposal costs of all wastes generated from this project including hazardous lead wastes. The Contractor shall also be responsible for segregating waste into the following categories:
 - 1. Category I: Paint LBP chips, dust and debris, HEPA vacuum waste, and used cleaning materials. The Contractor shall handle, store and dispose of these items as a hazardous lead waste without further characterization except for waste profiling necessary for disposal as a RCRA waste.
 - 2. Category II: Plastic sheeting/ tape and disposable clothing and equipment. These used items, if properly cleaned, should be non-hazardous. However, these items shall be considered hazardous unless proven otherwise by testing.
- C. Each LBP-related waste produced shall be placed in properly segregated, labeled and sealed, impervious containers.
- D. All waste containers, bags, and packaged waste shall be stored in a designated, secure, locked waste storage area pending analysis with the following information:
 - 1. Waste Category (i.e. Lead, California Special Waste)
 - 2. Date Accumulated
 - 3. Name, address, owner (i.e. San Francisco Housing Authority, Potrero Annex Housing Development, & address)
 - 4. Origin of waste (i.e.. Category I: paint chips, vacuum bags, etc.)
- E. HEPA vacuum and wet-wipe the exterior of all waste containers prior to removing them from the Work Area to the designated storage area.

F. All LBP waste shall be considered hazardous pending waste characterization testing that shall be performed by the Contractor under the California Code of Regulations, Title 22. The Contractor shall be responsible for all waste disposal costs for hazardous and non-hazardous wastes including characterization and profiling.

G. Each category of waste shall be tested and characterized by the Contractor using one or more of the following testing protocols:

1. Cal-EPA testing protocol:	<u>Criteria</u>
(a) Total Threshold Limit Concentration (TTLC):	1,000 ppm
(b) Soluble Threshold Limit Concentration (STLC):	5 ppm

2. Federal-EPA testing protocol:

(a) Toxicity Characteristic Leaching Procedure (TCLP):	5 ppm
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H. Based on the testing protocols, any waste greater than or equal to five (5) ppm lead using STLC or TCLP tests or any waste greater than or equal to 1000 ppm lead using the TTLC test shall be considered a hazardous waste.

I. When the TTLC is less than 50 ppm lead, no further testing is required for that waste category sampled. A minimum of four samples will be taken to represent each category of waste generated and composited into one sample. It will be the responsibility of the Contractor to ensure representative samples are taken from each category of segregated waste.

J. The Contractor shall package, store, handle, transport and dispose of each category of waste generated based on the testing results obtained unless specific written direction is provided by the appropriate regulatory agency and reviewed.

K. Upon verbal request of the Owner's Environmental Consultant, the Contractor shall provide samples of LBP-related waste to the Owner's Environmental Consultant. The Contractor shall provide samples within full view and presence of the Owner's Environmental Consultant. Samples taken may entail cutting, waste bags, and clean up of any resulting dust or debris.

L. The cost of any further waste characterization or waste profiling required by the approved landfill will be the responsibility of the Contractor.

M. In the event that the Owner's Environmental Consultant has determined that waste is not properly segregated, the moved waste stream shall be presumed hazardous until further testing. The Contractor shall be responsible for the costs associated with disposal of mixed waste streams as hazardous.

3.11 HAZARDOUS WASTE DISPOSAL:

A. Site Storage and Handling:

1. The Contractor shall pay strict attention to the requirements of 40 CFR 262 and 265 and Title 22, Division 4, Chapter 30 for the onsite handling of debris, with special attention given to the time of storage, amount of material stored at any one time, use of proper containers, and personnel training.
2. All waste shall be stored in labeled, sealed impervious containers in secure locked dumpsters (or approved equivalent). All containers shall be shielded adequately to prevent dispersion of the debris by wind or rain and shall be labeled as hazardous waste.
3. Any evidence of improper storage shall be cause for immediate shutdown of the project until a corrective action is taken.

B. Transportation and Disposal of Waste:

1. The Contractor shall arrange to have the LBP waste and debris transported from the site in accordance with the requirements of 40 CFR 263 and 264, and disposed of properly in accordance with 40 CFR 268, GISO 8 CCR Articles 40 and 41, 49 CFR Parts 172, 173, 178, and 179 and Title 22, Chapter 30, Articles 5, 6, 6.5, and 8.

3. The Contractor shall obtain from the Owner the appropriate EPA generator number for disposal of hazardous wastes.
4. The Contractor shall submit to the Owner and Owner's Environmental Consultant the Name, Class, and EPA I.D. Number of the waste disposal site(s) to be used for each waste category that has been determined by testing to exceed the hazardous waste thresholds.
5. The Contractor shall prepare waste shipping manifests for review by the Owner. Upon waste or material pickup by the selected waste transporter, manifests shall be signed by the Owner's Representative or the Owner's Environmental Consultant and copies retained to verify that all steps of the handling and disposal process have been completed properly.
6. Copies of the landfill weight tickets shall be provided to the Owner to verify the amount of waste disposed of at that site. The Contractor shall be responsible for all costs associated with transportation and disposal of all wastes generated at the result of this work.

C. No waste characterized as hazardous waste shall be stored onsite for more than 90 days prior to being properly transported for disposal.

D. All equipment, materials, and waste generated on this project must be removed offsite to their proper locations by the Contractor within five (5) calendar days from

successful completion of site work and receipt of final clearance certification for LBP stabilization work.

3.12 STOP WORK ORDERS

- A. The Owner's Environmental Consultant and/or the Owner have the authority to stop work if it is determined that conditions or procedures are not in compliance with the specifications and/or applicable regulations; the Contractor is deficient in providing required daily submittals; or a potential release of lead dust to outside the Work Area is imminent based on the Owner's Environmental Consultant's judgment; or is any other unsafe condition deemed by the Owner or the Owner's Environmental Consultant to represent an immediate hazard to personnel or the public exists.
- B. A work stoppage shall remain in effect until conditions have been corrected and corrective measures have been taken to the satisfaction of the Owner's Environmental Consultant and the Owner. All standby time and testing costs required to correct the above-mentioned problems shall be borne solely at the Contractor's expense. Examples of such conditions that might result in a work stoppage include but are not limited to:
 - 1. Uncontrolled visible emissions which escape the established Work Area or breach physical protective barriers within the Work Area;
 - 2. Ambient airborne levels of lead measured outside the construction area at more than 4.5 micrograms per cubic meters of air ($\mu\text{g}/\text{m}^3$) of lead averaged over an eight work period or the equivalent of 1.5 ($\mu\text{g}/\text{m}^3$) for any 24 hour period; and/or
 - 3. Unsecured Waste Storage Area and/or improper containment of lead waste or LBP contamination.
 - 4. Evidence of paint chips on unprotected grounds where surface preparation has been conducted or is in progress.

3.13 PROJECT CLOSEOUT

- A. Prior to approval of final payment request, the Contractor must provide the following information:
 - 1. Copies of hazardous waste manifests, profile sheets and weight tickets for all hazardous wastes.
- B. All surfaces damaged during this work must be restored to their original condition.

END OF SECTION

Exhibit F - Bidder's Proposal

- Bidder's Proposal
- Subcontractors to be used in the Performance of this Contract (Form)
- Security for Compensation Certificate
- Important Instructions
- Bidder Experience References

BIDDER'S PROPOSAL

Alameda Point Residential “Big White” Exterior Repainting and stabilization Project, Alameda Point, Alameda, California

The undersigned, having carefully examined all of the Project Specifications; Exhibits, Contract Documents; and all other information provided for the above project, is familiar with the conditions, having personally visited the site of the work, and hereby proposes to furnish all Labor, Materials, Tools, Equipment, all utility, and transportation services, and all incidental work necessary, within time stipulated, to deliver all the improvements complete, in place and in strict conformity with the contract documents, for the unit prices named in the schedule of work and bid prices.

The undersigned agrees to execute the contract required in said Specifications, with the necessary bonds, if any be required, within ten business days, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Bidder's Company Name (please print or type)

California State License No.

License Classification

Signature of Bidder

BID FORM

All applicable sales taxes, State and/or Federal taxes, and any other special taxes, patent rights or royalties are included in the prices quoted in this Proposal in accordance with the project specifications.

THIS BID IS SUBMITTED BY:

Re: Alameda Point Residential “Big White” Exterior Repainting and stabilization Project, Alameda Point, Alameda, California

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Riverrock Real Estate Group as Agent for the City of Alameda to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site.
- (c) Bidder has received and examined copies of the scope of work and technical specifications.
- (d) Bidder has given Riverrock Real Estate Group prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the written resolution thereof through Addenda issued by Riverrock Real Estate Group is acceptable to the Contractor.

Riverrock Real Estate Group has reserved the right to perform independent work at the Site, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

9. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: _____

DIR #: _____

Licensed in accordance with an act for the registration of Contractors, and with license number:

Expiration _____

Where incorporated, if applicable

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Officers authorized to sign contracts:

Telephone Number(s)

Email:

Date of Bid:

END OF DOCUMENT (EXCEPT, ATTACHED HERETO AS ATTACHMENT 1)

Attachment 1 (Bid Form)

BID ITEMS

Alameda Point Residential “Big White” Exterior Repainting and stabilization Project
 Alameda Point, Alameda, California

Bid Item	Cost Code	Description of Work	Unit of Measure	Estimated Quantity	Unit Price	Bid Price
TABLE I						
		I. Repair or replace decayed wood trim, garage door components, and window components:				
1						
2						
3						
4						
5						
		II. Replace severely deteriorated and missing sections of gutters and downspouts:				
1						
2						
3						
4						
5						
		III. Install new downspout extensions and splash blocks at all downspouts:				
1						
2						
3						
4						
5						
		IV. Repair cracks in exterior stucco surfaces:				
1						
2						
3						
4						
5						
		V. Prepare all painted exterior surfaces for repainting:				

1						
2						
3						
4						
5						
		VI. Repainting, including new galvanized materials:				
1						
2						
3						
4						
5						
Sub-total						
TABLE II Add Alternate						
Sub-Total Add Alternate						
Total (Table I, II)						
AP – Exterior Repainting and stabilization Project						

BIDDERS EXPERIENCE REFERENCES

In determining the “responsible and responsive” bidder, consideration will be given to the

general competency of the bidder in regard to the work covered by the Bid Proposal. To this end, each proposal shall be supported by a statement of the Bidder's experience on this form. Failure of the Bidder to provide requested information in a complete and accurate manner shall be considered non-responsive resulting in rejection of the bid. Additionally, the City reserves the right to disqualify or refuse to consider a proposal if a Bidder is determined to be non- responsible.

The Bidder is required to supply the following information. Use additional sheets as necessary.

1. List projects of similar nature and size your firm is currently constructing or completed in the last five (5) years

1 Name of Project: _____
Total Contract Amount \$ _____
Agency Name: _____
Contact Name: _____
Contact Phone No: _____
Contact Email: _____

2 Name of Project: _____
Total Contract Amount \$ _____
Agency Name: _____
Contact Name: _____
Contact Phone No: _____
Contact Email: _____

3 Name of Project: _____
Total Contract Amount \$ _____
Agency Name: _____
Contact Name: _____
Contact Phone No: _____
Contact Email: _____

4 Name of Project: _____
Total Contract Amount \$ _____
Agency Name: _____
Contact Name: _____
Contact Phone No: _____
Contact Email: _____

5 Name of Project: _____

Total Contract Amount \$ _____
Agency Name: _____
Contact Name: _____
Contact Phone No: _____
Contact Email: _____

2. List any project(s) your firm has failed to complete within the last five years due to a termination of contract. For each project, list the type of project, client's name, contact person, current telephone number and provide a brief description of the grounds for the termination.

State Contractor License Number: _____

Classification: _____

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) _____

Signature of Person on Behalf of Firm _____

Business Address _____

Dated: _____

Name (of Officers or Partners): _____

Title: _____

Address: _____

Incorporated under the laws of the State of _____

Contractor's License No. _____ **Expiration Date:** _____

Department of Industrial Relations (DIR) No.: _____

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professions Code.)

PROPOSED SUBCONTRACTOR FORM

The Bidder shall list the name, address, license number and Department of Industrial Relations number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK	DIR NO.

(This form may be duplicated if necessary to list additional subcontractors)

The bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this proposal)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor

, hereby certified that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all report due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: _____

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Signature of Bidder)

Business Address

IMPORTANT INSTRUCTIONS

1. Any erasure or interlineation may invalidate bid.
2. If corporation is bidder, affix seal of corporation.
3. If bidder is:
 - (a) An individual doing business under his own name, sign his own name only.
 - (b) An individual using a firm name, sign: Example, "John Doe, an individual doing business as Blank Company."
 - (c) A co-partnership, sign: Example, "Blank Company, by John Doe, President" (or other title).
4. If a firm or co-partnership, give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation; also name of president, secretary and treasurer thereof.

Exhibit G - Certified Payroll and Prevailing Wages Forms

- Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- Certification of Bidder Regarding Section 3 and Segregated Facilities
- Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities
- Certification of Understanding and Authorization
- Certification For Applicable Fringe Benefit Payments
- Authorization For Deductions
- Employee Questionnaire

**CITY OF ALAMEDA
PUBLIC WORKS DEPARTMENT
CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

(Appropriate Recipient):	DATE
--------------------------	------

c/o	PROJECT NUMBER (if any)
-----	-------------------------

	PROJECT NAME
--	--------------

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project acknowledges that:

(a) The Labor Standards provisions are included in the aforesaid contract;

(b) Correction of any infractions of the aforesaid conditions, including infractions any of his subcontractors and Any lower tier subcontractor, is his responsibility.

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276u-2(a)).

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.

He certified that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
-----------------------------	---

(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)
-------------------	-----------------------------------

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	TITLE	ADDRESS

(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):

NAME	TITLE	ADDRESS

3. He certifies:

(a) The company's Federal Tax Identification Number is:

(b) The ethnicity of the company's owner(s) is/are:

(c) Is the company a female owned business: _____ Yes _____ No

Date _____

_____ (Contractor)
 By _____ (Signature)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoevermakes, passes, utters, or publishes any statement, knowing the same to be falseshall be fined not more than \$5,000 or imprisoned not more than two years or both."

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS
(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

3. He certifies:
(a) The company's Federal Tax Identification Number is:
(b) The ethnicity of the company's owner(s) is/are:
(c) Is the company a female owned business: _____ Yes _____ No

Date: _____

_____ (Contractor)

By _____

(Signature)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoevermakes, passes, utters, or publishes any statement, knowing the same to be falseshall be fined not more than \$5,000 or imprisoned not more than two years or both."

Exhibit H – Sample Contract Agreement / Additional Insured Certificate

CONTRACTOR AGREEMENT

THIS AGREEMENT (“**Agreement**”) is entered into this _____ day of _____ 20____, by and between the CITY OF ALAMEDA, a municipal corporation (the "**City**"), and **COMPANY**, a (California corporation, partnership, sole proprietor, individual) whose address is Address, (“**Contractor**”), in reference to the following:

RECITALS:

A. The City of Alameda is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: _____ . City staff issued an IFB on **DATE**, after a submittal period of **NUMBER** days received **NUMBER** of timely submitted bids, and the bids were opened on **DATE**. Staff reviewed the bids and selected the lowest responsive and responsible bidder.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Contractor desire to enter into an agreement for _____, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The Contractor shall have _____ consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion.

2. SERVICES TO BE PERFORMED:

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. The Contractor acknowledges that the work plan included in Exhibit “A” is tentative and does not commit the City to request Contractor to perform all tasks included therein.

3. COMPENSATION TO CONTRACTOR:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City.

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing.

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within sixty days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

Total compensation for work is \$ [REDACTED], with a [REDACTED] percent contingency in the amount of \$ [REDACTED] for a total not to exceed of \$ [REDACTED]. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

Prompt Payment Of Withheld Funds To Subcontractors: The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor, including but not limited to remedies under California Public Contract Code Section 9204. This clause applies to both DBE and non-DBE subcontractors.

4. TIME IS OF THE ESSENCE:

Contractor and the City agree that time is of the essence regarding the performance of this Agreement.

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in paragraph 1 above, damage will be sustained by the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the City the sum of [REDACTED] DOLLARS (\$ [REDACTED]) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if the City decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts in good faith and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. STANDARD OF CARE:

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. INDEPENDENT PARTIES:

Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Contractor shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

10. INSURANCE:

On or before the commencement of the terms of this Agreement, Contractor shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide fourteen (14) days' advance written notice to the City of Alameda, "Attention: Risk Manager."

It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to the City Risk Manager and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Contractor shall maintain the following insurance coverage:

- (1) Workers' Compensation:
Statutory coverage as required by the State of California.
- (2) Liability:
Commercial general liability coverage in the following minimum limits:
Bodily Injury: \$1,000,000 each occurrence

\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$2,000,000 each occurrence.

(5) Builders Risk: \$2,000,000.

B. SUBROGATION WAIVER:

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to the City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Risk Manager. Faithful Performance Bond and Labor and Material Bond are only required for work over \$25,000. Therefore, those estimates that are under \$25,000 will not need to budget for the bond premiums and those estimates over \$25,000 will need to be sure to budget for the bond premiums.

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. BONDS:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Risk Manager:

A. Faithful Performance:

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. Labor and Materials:

A bond for labor and materials in the amount of 100% of the total contract price.

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, Contractor's claims for money from the City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to the City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which

shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from the City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of the City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of services hereunder.

15. REPORTS:

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the City.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by the City.

Contractor shall, at such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement.

16. RECORDS:

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of the City or its

designees at all proper times, and gives the City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to the City shall be addressed to the City at:

City of Alameda
[Department]
[Address]
Alameda, CA 94501
ATTENTION: [Title]
Ph: (510) [xxx-xxxx] / Fax: (510) [xxx-xxxx]
Email:

All notices, demands, requests, or approvals from the City to Contractor shall be addressed to Contractor at:

[Contractor Name]
[Department]
[Address]
Alameda, CA 94501
ATTENTION; [Title]
Ph: (510) xxx-xxxx / Fax: (510) xxx-xxxx
Email:

18. SAFETY:

The Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws,

ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

The Contractor will immediately notify the City's Risk Manager within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Contractor will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. LAWS TO BE OBSERVED:

Contractor shall comply with all applicable laws, state, federal, and all ordinances, rules and regulations enacted or issued by City. In addition, the Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

20. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

21. HOURS OF LABOR:

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this 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 (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

22. APPRENTICES:

Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor's required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

23. LABOR DISCRIMINATION:

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

24. REGISTRATION OF CONTRACTORS:

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

25. URBAN RUNOFF MANAGEMENT:

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

- a. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).
- b. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.
- c. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.
- d. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.
- e. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

26. COMPLIANCE WITH MARSH CRUST ORDINANCE:

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

27. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the San Francisco Bay Regional Water Quality Control Board.

- Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
 - a. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 - b. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
 - c. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 - d. Biological controls (e.g., natural enemies or predators);

- e. Reduced-risk chemical controls (e.g., soaps or oils);
 - f. Other chemical controls.
- Prior to applying chemical controls the contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (Attached as Exhibit C). Additionally, the Contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
 - Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 - a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 - b. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
 - c. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
 - d. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
 - Contractor shall sign the Contractor Verification Form (attached as Exhibit B) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
 - Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
 - Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk.

If this agreement pertains to the use of any items listed above, the Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List. ADD EXHIBIT B IF PEST CONTROL.

28. PURCHASES OF MINED MATERIALS REQUIREMENT:

Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials

must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Contractor shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

29. TERMINATION:

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) business days after receipt by Contractor from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

The City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

30. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

31. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2020.:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

A. For the purposes of this section, the term “Claim”, “Contractor”, “mediation”, “Public Entity” “Public works project” and “Subcontractor” shall have the meaning provided for in PCC Section 9204.

B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.

C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).

E. If the City fails to timely respond to a Claim or if Contractor disputes the City’s response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

I. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

32. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

33. ADVERTISEMENT:

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from the City to do otherwise.

34. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

35. INTEGRATED CONTRACT:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Contractor.

36. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

37. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY NAME
(A California Corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA,
a Municipal Corporation

(Name)
(Title)

David L. Rudat
Interim City Manager

RECOMMENDED FOR APPROVAL

(Name)
(Title)

[DEPARTMENT HEAD NAME]
[DEPARTMENT HEAD TITLE]

Contractor License No. _____

APPROVED AS TO FORM:
City Attorney

DIR No. _____

Michael H. Roush
Interim Assistant City Attorney

POLICY NUMBER:
LIABILITY

COMMERCIAL GENERAL

CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

SAMPLE
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person or Organization:

City of Alameda
 Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501-7558



WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:
 IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99

Exhibit I – Performance Bond Form

Performance Bond Form

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars. (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2014, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND FORM

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2016.

ATTEST:

Principal Secretary

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Surety Secretary

(SEAL)

(Witness as to Surety)

(Address)

Principal

By: _____

(Address)

(Surety)

By: _____

Attorney-in-fact

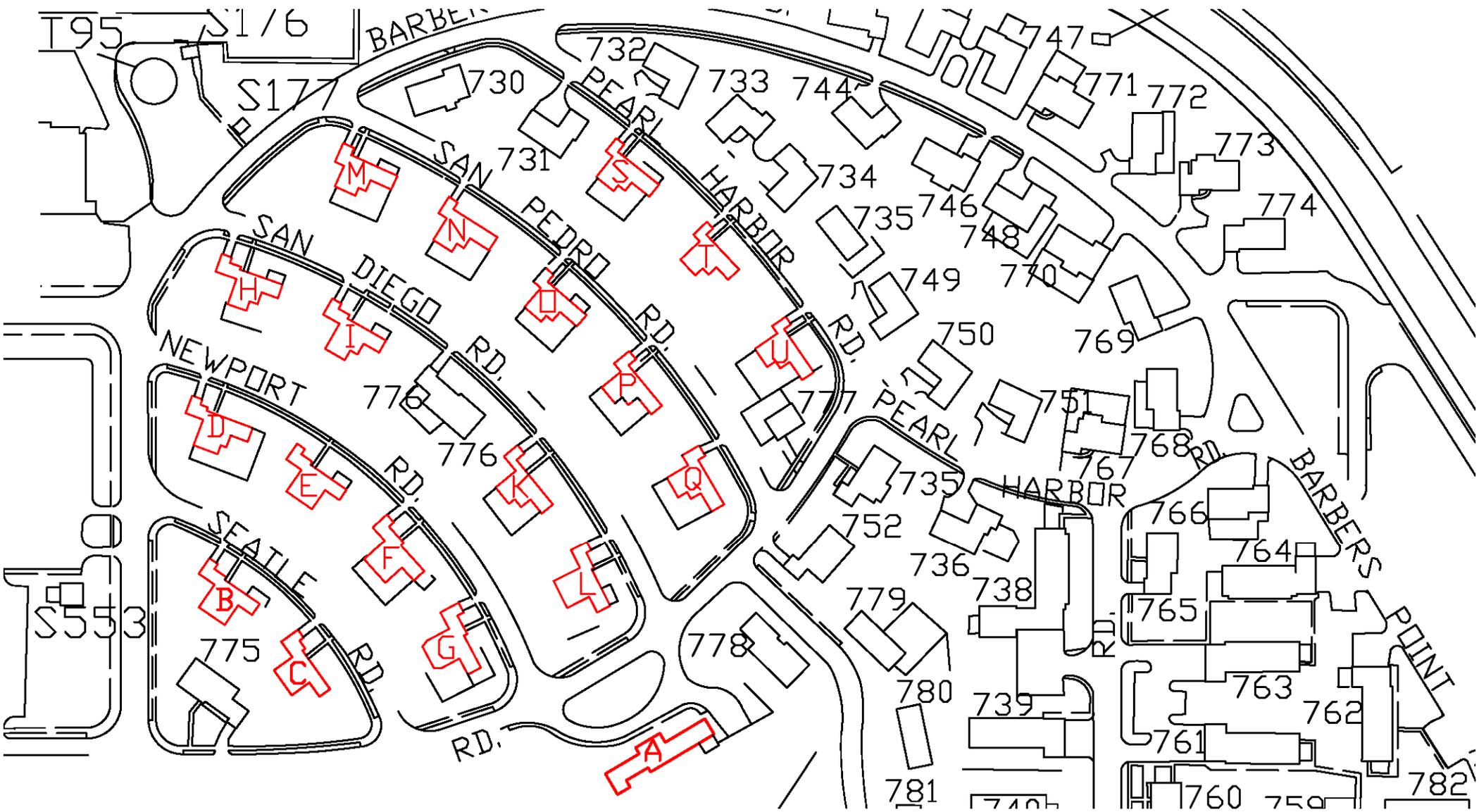
(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If the CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Exhibit J – Site Map



"BIG WHITE" EXTERIOR

EXHIBITS

VERSION 01/03/19