

# **PROJECT MANUAL**

**For**

**Garberville Veterans Hall Demolition  
at**

**483 Conger St, Garberville, CA 95542**

**COUNTY PROJECT NUMBER: 162765**

*Prepared by:*

**GHD Inc.**

*For:*

**The County of Humboldt  
Department of Public Works**

*Issued on:*

**August 23, 2022**

PROJECT SPECIFICATIONS FOR  
GARBERVILLE VETERANS HALL DEMOLITION

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SECTION 00 11 16 – INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the Department of Public Works of Humboldt County, a public body, corporate and politic, for the performance of all the work and the furnishing of all the labor, materials, supplies, tools, and equipment for the following project:

**DEMOLITION OF:  
GARBERVILLE VETERANS HALL  
COUNTY OF HUMBOLDT**

**PROJECT NUMBER: 162765**

Pursuant to the Contract Documents on file with the Department of Public Works of Humboldt County.

A pre-bid meeting is scheduled for 9:00 a.m. Pacific Time, **September 1, 2022** at the Garberville Veterans Hall building, 483 Conger Street, Garberville, California. Contract Documents, Plans and Specifications will be available on **August 23, 2022**.

Each Bid must be contained in a sealed envelope addressed as set forth in said Bid Documents, and delivered to the Humboldt County Public Works Building, 1106 2nd Street, Eureka, California at or before 2:00 P.M., Pacific Daylight Time, on **September 13, 2022**. Bids will be opened outside the building in the adjacent parking lot to the rear of the building. Bid packages may be delivered via the following methods:

1. Mail or use a delivery service to send bid package to Public Works at 1106 2<sup>nd</sup> Street, Eureka, CA.
2. Deposit bid package into mail slot in the front door of Public Works, 1106 2<sup>nd</sup> Street, Eureka, CA.
3. Hand deliver bid package to Facilities Staff between 1:45pm and 2:00pm outside the building in the adjacent parking lot to the rear of the building at 1106 2<sup>nd</sup> Street, Eureka, CA.

All Bids will be publicly opened and summary amounts read aloud. The officer whose duty it is to open the Bids will decide when the specified time for the opening of Bids has arrived.

Plans and Specifications and other Contract Document forms will be available for examination upon prior arrangement at the Department of Public Works, 1106 Second Street, Eureka, CA, 95501, Phone: (707) 445-7493. Plans will also be available at the Humboldt County Bid Opportunities website: <https://humboldtgov.org/bids.aspx> and for viewing at area plan centers. Complete sets may be obtained via prior arrangement from Humboldt County Public Works. Complete sets may be obtained upon advanced payment of \$50.00 each, 100% of which shall be refunded upon the return of such sets unmarked and in good condition within ten (10) days after the bids are opened. Checks should be made payable to County of Humboldt.

Each Bid shall be submitted on the forms furnished by the County within the Bid Documents. All forms must be completed.

Each Bid shall be accompanied by one of the following forms of Bidder's Security to with a certified check or a cashier's check payable to the County, U.S. Government Bonds, or a Bid Bond executed by an admitted insurer authorized to issue surety bonds in the State of California (in the form set forth in said Contract Documents). The Bidder's security shall be in the amount equal to at least ten percent (10%) of the Bid.

The successful Bidder will be required to furnish and pay for a satisfactory faithful performance bond and a satisfactory payment bond in the forms set forth in said Bid Documents.

The County reserves the right to reject any or all Bids or to waive any informalities in any Bid. No Bid shall be withdrawn for a period of ninety (90) calendar days subsequent to the opening of Bids without the consent of the County.

All Bidders will be required to certify that they are eligible to submit a Bid on this project and that they are not listed either (1) on the Controller General's List of Ineligible Bidders/Contractors, or (2) on the debarred list of the Labor Commissioner of the State of California.

The successful Bidder shall possess a valid Contractor's license in good standing, with a classification of "B" (General Building Contractor) at the time the contract is awarded.

The successful Bidder will be required to comply with all equal employment opportunity laws and regulations both at the time of award and throughout the duration of the Project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Section 1771.1(a) of the California Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Sections 1770 et seq. of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of Section 1771.1(a) for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Contractor, and each subcontractor participating in the Project, shall be required to pay the prevailing wages as established by the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA, Phone: (415) 703-4780.

The attention of Bidders is directed to the fact that the work proposed herein to be done will be financed in whole or in part with State and County funds, and therefore all of the applicable State and County statutes, rulings and regulations will apply to such work.

In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment in accordance with the provisions of the California Fair Employment and Housing Act. (Government Code section 12900 et seq.)

In accordance with the provisions of Section 22300 of the Public contractors' code, the Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment, by entering into an Escrow Agreement for Security Deposits In Lieu of Retention.

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

Kathy Hayes  
Clerk of the Board of Supervisors,  
County of Humboldt, State of California

END OF SECTION

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

Sealed Bids will be received Public Works Facilities Staff at Humboldt County Public Works, 1106 2<sup>nd</sup> Street, Eureka, California 95501, until 2:00 p.m. Pacific Time, on **September 13, 2022** at which time they will be publicly opened by Facilities Staff outside the building in the parking lot adjacent to the rear of the building, for performance of the following work:

CONSTRUCTION OF  
**Garberville Veterans Hall Demolition**  
COUNTY OF HUMBOLDT  
PROJECT NUMBER: 162765

**1.1 SECURING DOCUMENTS:**

Plans and Specifications and other Contract Document forms will be available for examination upon prior arrangement at the Department of Public Works, 1106 Second Street, Eureka, CA, 95501, Phone: (707) 445-7493. Plans will also be available at the Humboldt County Bid Opportunities website: <https://humboldt.gov/bids.aspx> and for viewing at area plan centers. Complete sets may be obtained via prior arrangement from Humboldt County Public Works. Complete sets may be obtained upon advanced payment of \$50.00 each, 100% of which shall be refunded upon the return of such sets unmarked and in good condition within ten (10) days after the bids are opened. Checks should be made payable to County of Humboldt.

**1.2 BASIC INFORMATION:**

These instructions pertain to the work (as hereinafter defined) to be performed under Agreement with the County of Humboldt (hereinafter sometimes called "Owner"):

Plans and Specifications and other Contract Document forms will be available for examination upon prior arrangement at the Department of Public Works, 1106 Second Street, Eureka, CA, 95501, Phone: (707) 445-7493. Plans will also be available at the Humboldt County Bid Opportunities website: <https://humboldt.gov/bids.aspx> and for viewing at area plan centers. Complete sets may be obtained via prior arrangement from Humboldt County Public Works. Complete sets may be obtained upon advanced payment of \$50.00 each, 100% of which shall be refunded upon the return of such sets unmarked and in good condition within ten (10) days after the bids are opened. Checks should be made payable to County of Humboldt.

**B. BASIC INFORMATION**

These instructions pertain to the work (as hereinafter defined) to be performed under Agreement with the County of Humboldt (hereinafter sometimes called "Owner"):

Owner Humboldt County Board of Supervisors  
825 Fifth Street  
Eureka, CA 95501

Owner's Lead Agency: Department of Public Works  
County of Humboldt  
1106 Second Street  
Eureka, California 95501  
Phone: (707) 445-7493

Project Location: Garberville Veterans Hall  
483 Conger St  
Garberville, CA, 95542

Engineer: GHD  
718 3rd St, Eureka, CA 95501  
Phone: (707) 443-8326

- 1.3 RECEIPT OF BIDS:** Each bidder should mark its bid as “Bid for the Construction of Humboldt County Correctional Facility Safety Netting Project.” Bids shall be deemed to include the written responses to the bidder to any questions or requests for information of County made as part of bid evaluation process after submission of bid. Telephone and telefax proposals will not be accepted. County will reject all bids received after the specified time and will return such bids to bidders unopened.
- 1.4 DETERMINATION OF APPARENT LOW BIDDER:** Apparent low bid will be based on the amount of the bids listed of the Bid Form with the following criteria:
- A. The apparent low bid will be based on the Base Bid and the Additive items identified in the bid solicitation.
- 1.5 REQUIRED BID FORM:** All bidders must submit bids on the Section 00 41 00, the “Bid Form.” County will reject as non-responsive any bid not submitted on the required form. Bids must be full and complete. Bidders must complete all bid items and supply all information required by the bidding documents and specifications. County reserves the right in its sole discretion to reject any bid as non-responsive as a result of any error or omission in the bid. Bidders may not modify the Bid Form or qualify their bids. Bidders must submit clearly and distinctly written bids. Bidders must clearly make any changes in their bids by crossing out original entries, entering new entries and initialing new entries. County reserves the right to reject any bid not clearly written. The Bid Form shall be signed by the bidder’s legal representative as indicated on the Bid Form. If the bid is made by an individual, it shall be signed and his/her full name and his/her address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the firm, who shall sign his/her own name and provide the name and address of each member; and if it is by a corporation, the bid shall show the name of the corporation and the state under the laws of which the corporation was chartered. When the bid is signed by the duly authorized officer or officers of the corporation, it shall be attested by the corporate seal, and the names and titles of the principal officers of the corporation shall be given. When a bid is signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership, a “Power of Attorney” must be filed with the County prior to opening bids or shall be submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized. Bids submitted as joint ventures must so state and be signed by each venturer.
- 1.6 CONTENTS OF BID ENVELOPE:** The bid envelope shall contain all of the following:
- A. Section 00 41 00 - Bid Form
  - B. Section 00 43 13 - Bid Security Form (Bid Bond)
  - C. Section 00 43 36 - Subcontractor List
  - D. Section 00 45 13 – Bidder’s Qualifications
  - E. Section 00 45 19 - Non-collusion Affidavit
  - F. Section 00 45 26 - Workers' Compensation Certification

- G. Section 00 45 50 - Debarment and Suspension Certification
  - H. Section 00 46 00 - Public Contract Code 10232 Statement
- 1.7 BID OPENING:** The County will stamp bids with the date and time of receipt. Bids will be opened and read publicly at the time and place indicated in Section 1 above. Bidders or their authorized agents may be present. After opening of bids, the County will review all bids for accuracy and reserves the right to correct obvious errors. Upon completion of review, the bids will be ranked by the bid amount as noted in section 1.4 above, and the apparent low bidder will be determined and notified.
- 1.8 FAILURE TO EXECUTE AND DELIVER DOCUMENTS:** IF the bidder to whom the Contract is awarded shall fail or neglect , with ten (10) calendar days from the date of the receipt of a notice of award, to execute and deliver all required Contract Documents and file all required bonds, insurance certificates and other documents, County may, in its sole discretion, deposit bidder's surety bond, cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages County may suffer as a result of bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of bidder's required bid security shall be the agreed and presumed amount of County's damages.
- 1.9 BIDDER'S BOND, PERFORMANCE BOND AND PAYMENT BOND:** Bid security must be submitted with the bid. The successful bidder, prior to execution of the Contract, must submit a Performance Bond in the full amount of the Contract. The successful bidder, prior to execution of the Contract, must submit a Payment Bond in the full amount of the Contract.
- A. The company providing the required performance and payment bonds must be listed in U.S. Treasury Circular No. 570 as a surety approved to issue bonds securing Government contracts in the State of California
- 1.10 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:** Each bid shall have listed therein the name, address, description of work, California Department of Industrial Relations Public Works Contractor registration number, and California Contractors State Licensing Board license number of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of their total bid, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code and for verification of conformance with Labor Code Sections 1771 and 1725.5. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.
- A. A sheet for listing the subcontractors, as required herein, is included in the specifications. Please reference Section 00 43 36 "Subcontractor List."
- 1.11 INSURANCE:** It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of the insurance certificates and endorsements required. A bidder, who executes the Contract and thereafter fails to comply strictly with the insurance requirements, will be deemed to be in breach of Contract.
- 1.12 RESERVATION OF RIGHTS:** County specifically reserves the right, in its sole discretion, to reject any or all bids, or re-bid, or to waive minor irregularities from bid requirements. If no bids

are received, the County reserves the right to identify interested contractor(s) and negotiate directly without re-bidding.

- 1.13 SECURITIES IN LIEU OF RETENTION:** Public Contract Code Section 22300 gives the Contractor for option to deposit securities with an escrow agent as a substitute for retention earnings to be withheld by the County.
- 1.14 PRE-BID MEETING:** The pre-bid meeting is scheduled for 9:00 a.m. Pacific Time, **September 1, 2022** at the Garberville Veterans Hall building, 483 Conger Street, Garberville, California.
- 1.15 WITHDRAWAL OF BIDS:** Any bidder may withdraw his/her bid, either personally or by written request, any time prior to the scheduled closing time for receipt of bids.
- 1.16 QUESTIONS AND CLARIFICATIONS:** In order to avoid any misinterpretation or misrepresentation between the Bidder, the Architect and the County as regards the plans and specifications for the Project, neither the County nor Architect will respond to any verbal or telephone inquiries, however Bidders may submit written inquiries for clarifications or questions by email, or mail to the attention of Sean Meehan, Humboldt County Public Works, 1106 Second Street, Eureka, CA 95501, Email: [smeehan@co.humboldt.ca.us](mailto:smeehan@co.humboldt.ca.us) Any responses to written Bidder inquiries will be at the full discretion of the County, and any responses will be in writing in the form of an Addendum to these Contract Documents, which will be sent to all Bidders.
- 1.17 MINIMUM RATES OF PAY:** Contractor, and each subcontractor participating in the Project, shall be required to pay the prevailing wages as established by the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA, Phone: (415) 703-4780. A schedule of the minimum rates of pay applicable to this Contract may be determined through the Department of Industrial Relations website at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> or is on file at the principal office of Humboldt County Public Works at 1106 Second Street, Eureka, California, and shall be made available to any interested party on request.
- 1.18 COMMUNICATIONS:**
- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
  - B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as Contractor may from time to time designate in writing to the County of Humboldt or deposited in the United States mail in a sealed postage-prepaid envelope, or if delivered with charges prepaid to any delivery company for transmission, in each case addressed to such office.
  - C. All papers required to be delivered to the County shall, unless otherwise specified in writing to the Contractor, be delivered to the County and any notice to or demand upon the County of Humboldt shall be mailed in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any delivery company for transmission to the County of Humboldt at such address, or to such other representatives of the County of Humboldt or to such other address as the County may subsequently specify in writing to the Contractor for such purpose.



- D. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in case of any delivery company, at the time of actual receipt.

**1.19 SUBSTITUTIONS:**

- A. All pre-bid substitution requests for "equal" products or systems shall be submitted to the Owners Representative 10 days prior to the contract bid opening date. All pre-bid substitution requests shall be submitted on the PROCUREMENT SUBSTITUTION PROCEDURE FORM - SECTION 00 26 00, see Section 00 72 00, GC 27, B.
- B. Product substitution requests for products that are "comparable" or "equal" to specified products but not produced by an "Acceptable Manufacturer", per each technical specification shall be submitted within 35 days after the contract is awarded. All product substitution requests shall be submitted on the PRODUCT SUBSTITUTION REQUEST FORM; see Section 01 60 00, "Product Requirements."
- C. Please note that no substitutions will be accepted for the nylon safety netting product produced by InCord, 226 Upton Road, Colchester CT 06415. This product has been reviewed and approved for use in the facility by Humboldt Bay Fire.

**1.20 ADDENDA OR BULLETINS:** Any Addenda or Bulletins issued during the time of bidding or forming a part of the Documents loaned to the Bidder, for the preparation of his Bid, shall be covered in the Bid, and shall be made a part of the Contract.

**1.21 BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm, or corporation shall be allowed to make or file, or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation, who has submitted a sub-proposal to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to the other bidders.

**1.22 VISITING THE SITE & KNOWLEDGE OF PLANS & SPECIFICATIONS:** Before submitting a bid for the work, it is recommended that the Bidder inspect the sites and inform himself as to the conditions under which he will be obligated to execute the work. A Pre-Bid meeting and walk-through are scheduled for this project. See Paragraph 1.14 above.

No allowance will be subsequently made for failure to inspect, and the Bidder will be solely responsible for the consequences of his negligence or lack of diligence. Before submitting any proposal, each Bidder shall examine the General Conditions, Plans, Specifications, as well as these Instructions to Bidders, and the forms appended hereto and made a part hereof.

**1.23 BID PROTEST:** Any bid protest must be in writing and must be received by the Director of Public Works, Humboldt County Department of Public Works, 1106 Second Street, Eureka, CA, 95501, Fax: (707) 445-7409 or by email before 5:00 p.m. no later than three (3) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

- A. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- B. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address

- and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- C. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - D. The protested bidder may submit a written response to the protest, provided the response is received by the Department Director before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.
  - E. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**END OF SECTION**

SECTION 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. PROJECT DESCRIPTION

The Garberville Veterans Memorial Building has been closed since 2016 due to health and safety issues at the facility. The building site requires demolition and future redevelopment.

- A. Project Location:  
Garberville Veterans Hall  
483 Conger St  
Garberville, CA, 95542

2. TIME FOR COMPLETION

The Contractor shall complete the entire project within **60** calendar days from the County's issuance of the "Notice to Proceed".

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion are impossible of determination, the Contractor and their sureties shall be liable for and shall pay to the County of Humboldt the sum of \$750 as fixed, agreed and liquidated damages for each calendar day of delay beyond the contract completion date until the work is completed and accepted.

4. JOB OFFICES

- A. The Contractor must designate an area to serve the posting requirements of this contract. A board (4' x 8') must be in plain view in a well-trafficked area on site. On this board will be posted EEO and wage information in compliance with the General Conditions of this contract.
- B. The Contractor and their subcontractors may maintain such office and storage facilities on the site as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference with any work to be performed on the site. The Owner's Representative shall be consulted with regard to locations.
- C. Upon completion of the project, or as directed by the County of Humboldt, Owner's Representative, the Contractor shall remove all such temporary structures and facilities from the site, same to become their property, and leave the premises in the condition required by the County.
- D. The Contractor shall furnish and maintain, during construction of the project, adequate facilities at the site to be designated by the County of Humboldt for the use of the County of Humboldt and the Architect.

5. NOISE ABATEMENT PROVISIONS

- A. Noise Affecting Sites and Adjacent Neighborhoods:
1. Limit noise and vibration to a reasonable level as related to specific items of equipment used and their hours of use and as indicated herein. This does not preclude use of mechanical equipment, i.e. jack hammers or power driven fasteners.

2. The Owner's Representative and the Owner shall be the sole judges of permissible noise and vibration levels and they have the right to designate times when they may be used. Comply also with requirements of Section 01 11 00 – Summary Of Work.
- B. External Noise:
1. Locate stationary noise sources away from noise sensitive land uses and buildings to the extent possible. Obtain approval from the Owner's Representative before locating stationary noise sources.
  2. Use truck haul routes through surrounding communities which minimize impacts on noise sensitive land uses. On the site, use routes as directed and approved by Owner's Representative.
- C. Vibration Control: Provide ten (10) working days notice before conducting construction activities that might cause vibration, such as, but not limited to, drilling, excavation, compaction, pile driving, etc.
- D. Noise Levels: Do not exceed an average continuous sound level of 72 dBA, measured at the perimeter of the work area, and do not exceed an impact noise level of 100 dBA measured at the perimeter of the work area, and only two impact occurrences between 72 dBA and 100 dBA are permitted in a one-hour period.

END OF SECTION 00 22 13

SECTION 00 41 00 - BID FORM

TO  
THE COUNTY OF HUMBOLDT  
GARBERVILLE VETERANS HALL DEMOLITION  
PROJECT NUMBER: 162765

Name of Bidder: \_\_\_\_\_

(Note: Name must be exactly as it appears on Contractor's License.)

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

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

The work to be done shall be constructed in accordance with the Contract Documents, prepared by GHD, Dated **August 23<sup>th</sup>, 2022**, the Agreement annexed hereto and the General Prevailing Wage provisions as specified in the "Invitation To Bidders".

Bids are submitted for the entire work. The amount of "The Bid" for comparison purposes will be the determination of the apparent low bid as specified in Section 00 21 13, "Instructions to Bidders".

The Bidder shall set forth for the Base Bid and each Alternate, if any, in clearly legible figures, a written lump sum price and a numeric lump sum price.

In case of a discrepancy between the two notated prices, the written price shall prevail, unless, however, if the amount set forth in writing is ambiguous, unintelligible or uncertain for any cause, or is omitted, then the amount set forth in the numeric column for the item shall prevail.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and to give the two required bonds in the sums to be determined as aforesaid, with surety satisfactory to the Department of Public Works, within seven (7) days, not including Sundays and legal Holidays, after the Bidder has received notice from the Department that the contract has been awarded, the County may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of Humboldt.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that Bidder has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and proposes and agrees if this proposal is accepted, that Bidder will contract with the County of Humboldt, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the material specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Architect as therein set forth, and that he will take in full payment therefor the following item prices to wit:

Receipt and compliance with the following Addenda to the Contract Documents is acknowledged:

1. Addendum No.\_\_\_\_ Dated\_\_\_\_\_
2. Addendum No.\_\_\_\_ Dated\_\_\_\_\_
3. Addendum No.\_\_\_\_ Dated\_\_\_\_\_
4. Addendum No.\_\_\_\_ Dated\_\_\_\_\_
5. Addendum No.\_\_\_\_ Dated\_\_\_\_\_

I, \_\_\_\_\_, as an agent for

\_\_\_\_\_, declare under penalty of perjury under the laws of the State of California, that the information contained in this Bid is true and correct.

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 2022

The project shall be complete within the time limits specified in Section 00 22 13, "Supplementary Instructions To Bidders." The undersigned is aware the Contract includes provisions for liquidated damages as specified in Section 00 21 13, "Supplementary Instructions To Bidders," if the Project is not completed within the agreed time of completion.

**THE UNDERSIGNED**, as Bidder, proposes the following:

**BASE BID:**

To furnish and complete the entire work as shown on the drawings and listed in the specifications, including required contract bonds and insurance, without additions or subtractions on account of specified alternates, for the sum of:

<b>Base Bid (Lump Sum):</b>	
_____	\$ _____
Total Amount in Words	Total

NOTE: Bids shall include sales tax and all other applicable taxes and fees. The Owner reserves the right to award either Bid Schedule.

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum:

**BID SCHEDULE – BASE BID SCHEDULE**

<b>BASE BID SCHEDULE ITEMS</b>					
Item No.	Description	Quantity	Units	Unit Cost	Total
1	Mobilization/Demobilization	1	LS	\$_____	\$_____
2	Temporary Facilities	1	LS	\$_____	\$_____
3	Traffic Control	1	LS	\$_____	\$_____
4	Erosion and Sediment Control & Final Stabilization/Grading	1	LS	\$_____	\$_____
5	Asbestos and Lead Abatement & Disposal	1	LS	\$_____	\$_____
6	Site and Building Demolition & Waste Disposal	1	LS	\$_____	\$_____
<b>Base Bid Schedule Subtotal</b>					\$_____

**BID ALTERNATES**

**ADDITIVE BID ALTERNATE 1: Structural Redwood Beam Salvage**

<b>BID ALTERNATE SCHEDULE ITEMS</b>					
Item No.	Description	Quantity	Units	Unit Cost	Total
7	4" x 16" Redwood Beam	21	EA	\$_____	\$_____
8	4" x 20" Redwood Beam	4	EA	\$_____	\$_____
<b>Additive Alternate 1 Bid Schedule Subtotal</b>					\$_____

**Proposal Signature Page**

Accompanying this proposal is \_\_\_\_\_  
 (Insert the words "Cash (\$)", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be)  
 in the amount of at least ten percent (10%) of the total Bid Price submitted. The names of all persons  
 interested in the foregoing proposal as Principals are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(NOTE: If a Bidder or other interested person is a Corporation, state the legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a Co-partnership, state the true

name of the firm, also state the names of all individual co-partners composing the firm; if the Bidder or other interested person is an Individual, state the first and last names in full.)

Licensed in accordance with an Act providing for the registration of Contractors:

License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, and 10232, are true and correct and that the bidder has complied with the requirements of Section 8102 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulation, Part 29 Debarment and Suspension Certification are true and correct.

\_\_\_\_\_  
Signature of Bidder Date

If a Bidder is a Corporation or a Co-partnership:

\_\_\_\_\_  
Name of Corporation or Firm Name of Co-partnership

Signatures of officer(s) or partners authorized to sign contracts on behalf of the Corporation or Co-partnership, Corporations require signature by 2 (two) corporate officers:

_____ Name	_____ Title
_____ Name	_____ Title

If Signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening Bids or may be submitted with the Bid; otherwise the Bid will be disregarded as irregular and unauthorized.

Bidder's Business Address: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION 00 41 00**



SECTION 00 43 13 - BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do surety business in the State of California, as Surety, are held and firmly bound unto the County of Humboldt, State of California, as Obligee, in the sum of \_\_\_\_\_, Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the County of Humboldt, State of California, for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract in the prescribed form, in accordance with the bid, and files the two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, or if the said Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

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

Principal (Seal)

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

Surety (Seal)

- NOTE: (1) Signature of those executing for the surety must be properly acknowledged.  
(2) This bond must be in an amount equal to at least ten (10%) percent of the amount of bid.  
(3) Bidders must use this form unless the surety company form is substantially the same.

END OF SECTION 00 43 13

SECTION 00 43 23 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Related Documents:
  - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Section Includes:
  - 1. Administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An alternate is an amount proposed by bidders and stated on the Bid Form that will be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in Contract Documents.

1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A listing of Bid Alternates is included on the Bid Form. Specification sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.
  - 1. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
  - 2. State on the Bid Form amounts that will be ADDED to or DEDUCTED from the Base Bid amount for the work described in the listing of Bid Alternates included on the Bid Form

END OF SECTION 00 43 23

SECTION 00 43 25 - PRE-BID SUBSTITUTION REQUEST FORM

PROJECT: **GARBERVILLE VETERANS HALL DEMOLITION**  
Project Number: 162765

DATE: \_\_\_\_\_

Note to Contractor: All substitution requests for "equal" products or systems shall be submitted to the Owner's Representative, (10) ten days prior to the contract bid date. See specification section 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, sub-section 4.

We hereby submit for your consideration the following product in lieu of the specified item for the above project.

SECTION: \_\_\_\_\_ Paragraph: \_\_\_\_\_

Specified Item: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

1. Attach completed technical data, including laboratory tests, color and material samples, if applicable
2. Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation. (Plan layout changes, electrical hookup locations)
3. Does the substitution affect dimensions shown on Drawings?       Yes       No
4. Will the undersigned pay for changes to the building design, including detailing costs caused by the requested substitution?       Yes       No
5. What effect does substitution have on other trades?
6. Differences between proposed substitution and specified item?
7. Cost of proposed substitution in comparison with product, system, or method specified?
8. Availability of maintenance and repair services, and sources of repair or replacement items?
9. Manufacturer's guarantees of the proposed and specified items are:  
 Same       Different (Explain on attachment)

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

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

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

FOR USE BY ARCHITECT:

Accepted                       Accepted as Noted

Not Accepted                       Received Too Late

By:                                      Date:

Remarks: \_\_\_\_\_

END OF SECTION 00 43 25

SECTION 00 43 36 - SUBCONTRACTOR LIST

LIST OF SUBCONTRACTORS

PROJECT NAME: **GARBERVILLE VETERANS HALL DEMOLITION**

PROJECT NUMBER: 162765

The Bidder shall list all Subcontractors in accordance with Article 18 of the Supplementary General Conditions.

<u>Name of Subcontractor, CA Contractor License Number</u>	<u>Location of Business: 10-Digit DIR Public Works Registration Number</u>	<u>Description of Work to be Performed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
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Note: Additional copies of this page may be made if necessary.

<u>Name of Subcontractor, CA Contractor License Number</u>	<u>Location of Business; 10-Digit DIR Public Works Registration Number</u>	<u>Description of Work to be Performed</u>
_____	_____	_____
_____	_____	_____
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END OF SECTION 00 43 36

**SECTION 00 43 93 - BID SUBMITTAL CHECKLIST**

The following documents shall be submitted by each Bidder, as part of their complete Bid:

1. Section 00 41 00 - Bid Form
2. Section 00 43 13 - Bid Security Form (Bid Bond)
3. Section 00 43 36 - Subcontractor List
4. Section 00 45 19 - Non-collusion Affidavit
5. Section 00 45 26 - Workers' Compensation Certification
6. Section 00 45 46 – Evidence of Responsibility/Non-responsibility
7. Section 00 45 47 - Public Contract Code 10232 Statement
8. Section 00 45 48 - Debarment and Suspension Certification

END OF SECTION 00 43 93

SECTION 00 45 19 - NONCOLLUSION AFFIDAVIT

TO THE COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

Non-Collusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Bidder declares that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and they have not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF SECTION 00 45 19



SECTION 00 45 26 – WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to commencing any work under this contract.

END OF SECTION 00 45 26

SECTION 00 45 46 – RESPONSIBILITY / NONRESPONSIBILITY

1. DETERMINATION OF BIDDER RESPONSIBILITY

- A. A responsible bidder is a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors. (Ord. 2291, § 1, 01/07/2003)
- B. Bidders are hereby notified that the County may determine whether the bidder is responsible based on a review of the bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the bidder against public entities. This will include subcontractors and their employees as well.(Ord. 2291, § 1, 01/07/2003)
- C. The County may declare a bidder to be non-responsible for the purpose of this contract, if the Board of Supervisors, in its discretion, finds that the bidder has done any of the following: (1) committed any act or omission which negatively reflects on the bidder's quality, fitness or capacity to perform this contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the County or any other public entity. (Ord. 2291, § 1, 01/07/2003)
- D. If there is evidence that the apparent low bidder may not be responsible, the department shall notify the bidder in writing of the evidence relating to the bidder's responsibility, and its intention to recommend to the Board of Supervisors that the bidder be found not responsible. The department shall provide the bidder and/or the bidder's representative with an opportunity to present evidence as to why the bidder should be found to be responsible and to rebut evidence which is the basis for the department's recommendation. If the bidder fails to avail itself of the opportunity to rebut the department's evidence, the bidder may be deemed to have waived all rights of appeal. (Ord. 2291, § 1, 01/07/2003)
- E. If the bidder presents evidence in rebuttal to the department, the department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the bidder shall reside with the Board of Supervisors. (Ord. 2291, § 1, 01/07/2003)
- F. These terms shall also apply to proposed [subcontracts/ subconsultants] of bidders on County contracts. (Ord. 2291, § 1, 01/07/2003)

2. DETERMINATION OF BIDDER DEBARMENT

- A. The bidder is hereby notified that the County may debar the bidder from bidding on other County contracts for a specified period of time, not to exceed three (3) years, and the County may terminate any or all of the bidder's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the bidder has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the bidder's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity. (Ord. 2291, § 1, 01/07/2003)
- B. If there is evidence that the apparent low bidder may be subject to debarment, the department shall notify the bidder in writing of the evidence which is the basis for the proposed debarment, and shall advise the bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board (CHB). (Ord. 2291, § 1, 01/07/2003)
- C. The CHB shall conduct a hearing where evidence on the proposed debarment is presented. The bidder and/or the bidder's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CHB shall prepare a proposed decision, which shall contain a recommendation regarding whether the bidder should be debarred, and, if so, the appropriate length of time of the debarment. If the bidder fails to avail itself of the opportunity to submit evidence to the CHB, the bidder may be deemed to have waived all rights of appeal. (Ord. 2291, § 1, 01/07/2003)

- D. A record of the hearing, the proposed decision and any other recommendation of the CHB shall be presented to the Board of Supervisors, by the department head. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the hearing board.(Ord. 2291, § 1, 01/07/2003)
- E. These terms shall also apply to proposed [subcontractors/ subconsultants] of bidder's on County contracts.(Ord. 2291, § 1, 01/07/2003)

EVIDENCE OF RESPONSIBILITY / NONRESPONSIBILITY

(Humboldt County Code Sections 2141 et seq.)

The bidder shall, under penalty of perjury, answer each of the questions below and provide supporting documentation. The term "bidder" shall include any person associated with the bidder in the capacity of owner, partner, director, officer or manager.

1. Is the bidder under suspension, debarment, or determination of ineligibility by any federal, state or local agency?  No  Yes (explain)

2. Has the bidder been suspended, debarred, or determined ineligible by any federal, state or local agency within the preceding 5 years:  No  Yes (explain)

3. Is there pending against the bidder any proposed debarment or suspension proceeding?  No  Yes (explain)

4. Has the bidder been indicted, charged with, or convicted, or assessed civil or administrative penalties, or had a civil judgment rendered against it, in any matter involving:

- (a) fraud, false claims, or dishonesty;
- (b) any serious or willful violation of the California Occupational Safety and Health Act of 1973 (Labor Code Sections 6300 et seq) or the Federal Occupational Safety and Health Act of 1970;
- (c) violation of the state workers' compensation laws;
- (d) violation of the Contractor's State License Law (Bus & Prof Code Sections 7000 et seq.)
- (e) violation of prevailing wage laws;
- (f) violation of state or federal environmental laws;
- (g) violation of local laws related to permits, land use, or waste disposal?

No  Yes (explain)

5. Has the bidder defaulted on a construction contract within the preceding 10 years?

No  Yes (explain)

6. Provide information concerning any bankruptcy or receivership of bidder, and information regarding all legal claims, disputes, or lawsuits (including administrative matters) arising from any construction project performed within the preceding 5 years, including information regarding any work completed by a surety.

NOTE: This information will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Bidders are cautioned that making a false certification may subject the bidder to criminal prosecution.

END OF SECTION 00 45 46

SECTION 00 45 47 - PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

---

Signature of Bidder

---

Date

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF SECTION 00 45 47

SECTION 00 45 48 - DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
2. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
3. does not have a proposed debarment pending; and
4. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Signature of Contractor

Date: \_\_\_\_\_

END OF SECTION 00 45 48

SECTION 00 52 00 – AGREEMENT

This is an AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Humboldt, a political subdivision of the State of California (hereinafter referred to as COUNTY) and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, a partnership consisting of \_\_\_\_\_; an individual doing business as \_\_\_\_\_ in the State of California, (hereinafter referred to as "CONTRACTOR").

County and Contractor for the consideration hereinafter named agree as follows:

**SECTION 1 - SCOPE OF WORK**

Contractor shall furnish all labor, tools and materials and perform all the work for the construction of:

**HUMBOLDT COUNTY  
GARBERVILLE VETERANS HALL DEMOLITION  
PROJECT NUMBER: 162765**

in accordance with the Contract Documents referred to in Section 3 of this Agreement.

The scope of work includes the work included in the "Base Bid" for the project and the following bid alternatives: \_\_\_\_\_

**SECTION 2 - CONTRACT PRICE**

County shall pay, and Contractor shall accept Contractor's Price, as follows:

\_\_\_\_\_ Dollars and \_\_\_\_\_ /100 (\$ \_\_\_\_\_ )

as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and the requirements of the Owner.

### **SECTION 3 - CONTRACT DOCUMENTS**

The complete contract between the parties hereto shall consist of the following, hereinafter referred to as the CONTRACT DOCUMENTS:

- Notice to Contractors
- Bid Form
- Bid Security Form
- This Agreement
- Payment Bond
- Performance Bond
- Insurance Certificates
- Public contract code Statement
- Special Conditions
- General Conditions
- Supplementary General Conditions
- General Requirements
- Technical Specifications
- Plans and Drawings
- Subcontractor List
- Non collusion Affidavit
- Evidence of Responsibility/Nonresponsibility
- Debarment suspension certification

And, as published by the California Department of Industrial Relations:

- General Prevailing Wage Rates

And any addenda to any of the above documents, all of which are on file in the office of the Director of Public Works of the County of Humboldt. Each of said CONTRACT DOCUMENTS is incorporated and made a part of this Agreement by the reference contained in this Section.

All rights and obligations of the County and the Contractor are fully set forth and described in the Contract Documents. All of the above named documents are intended to be complementary, so that any work called for in one, and mentioned in the other is to be performed and executed the same as if mentioned in all said documents.

### **SECTION 4 - BEGINNING OF WORK**

Following receipt and full execution and approval of the Contract Documents, and posting of the requisite Bonds as called for therein, the COUNTY will issue a "Notice to Proceed". Under no circumstances shall the CONTRACTOR enter upon the site of work until receipt of the "Notice to Proceed", unless so authorized in writing by the COUNTY.

### **SECTION 5 - TIME OF COMPLETION**

The work called for in this Agreement shall be commenced within ten (10) calendar days of the date of receipt by Contractor of the Notice to Proceed and shall be fully completed within 60 calendar days following receipt of the Notice to Proceed by the Contractor.

### **SECTION 6 - PREVAILING WAGE**

Pursuant to Section 1770 of the Labor Code, the County has determined the Prevailing Wage Rate to be as listed by the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA, 94101, Phone: (415) 703-4780. Complete Certified Payrolls must be submitted to the OWNER together with each application for progress payment. Electronic submittal directly to DIR shall be required.

### **SECTION 7 - WORKERS' COMPENSATION**

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers'



Compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**SECTION 8 - NOTICES**

All notices shall be in writing and delivered in person or transmitted by mail. Notices required to be given to the COUNTY shall be addressed as follows:

Humboldt County Department of Public Works  
Attn: Thomas K. Mattson, Director  
1106 Second Street  
Eureka, CA 95501

Notices required to be given to CONTRACTOR shall be addressed as follows:

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

**SECTION 9 - NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE**

Neither the Contractor, his Subcontractors or their suppliers are Nuclear Weapons Contractors, and are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. Contractor, his Subcontractors and/or their suppliers agree to notify Owner immediately if they become a nuclear weapons contractor as defined above.

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IN WITNESS WHEREOF, The parties hereto have entered into this Agreement as of the date first above set forth.

**COUNTY OF HUMBOLDT**

By: \_\_\_\_\_  
Chairperson, Board of Supervisors of the County of Humboldt, State of California

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Supervisors of the County of Humboldt, State of California

**CONTRACTOR:** Corporations require signature by 2 (two) corporate officers

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

INSURANCE CERTIFICATES REVIEWED AND APPROVED:

By: \_\_\_\_\_  
Risk Manager

**END OF SECTION**

SECTION 00 61 13

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond") is dated \_\_\_\_\_, is in the penal sum of \_\_\_\_\_ and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract identified below. This Bond consists of this page and the Bond terms and Conditions, Paragraphs 1 through 13, attached hereto. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), the County of Humboldt ("Owner") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Place of Business

County of Humboldt  
c/o Humboldt County Public Works  
825 5<sup>th</sup> Street  
Eureka, California 95501

CONTRACT:  
**GARBERVILLE VETERANS HALL DEMOLITION**

Attn: PROJECT MANAGER

DATED \_\_\_\_\_, 20\_\_\_\_, in  
the amount of \$ \_\_\_\_\_.

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corp. Seal)

SURETY  
Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name and Title:

BOND TERMS AND CONDITIONS

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor completely and properly performs all of its obligations under the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond.
3. The Surety's obligation under this Bond shall arise after:
  - A. Owner has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - B. Owner has agreed to pay the Balance of the undisputed Contract Sum to:
    1. The Surety in accordance with the terms of this Bond and the Construction Contract; or,
    2. To a contractor selected with the Owner's concurrence to perform the Construction Contract (per paragraph 4, below) in accordance with the terms of this Bond and the Construction Contract.
4. When Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly, and in no event later than thirty (30) days after the Owner confirms in writing that it has satisfied the conditions of Paragraph 3, and at the Surety's sole expense, confirm in writing as to its election to take one of the following actions:
  - A. Arrange for the Contractor, with consent of Owner, to perform and complete the Construction Contract (but Owner may withhold consent in its sole discretion (with or without cause), in which case the Surety must immediately elect option 4B, 4C or 4D, below), and that such performance shall commence within an additional thirty (30) days; or
  - B. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, and that such performance shall commence within an additional thirty (30) days; or
  - C. As promptly as reasonably possible, obtain bids from qualified, responsible contractors acceptable to Owner for a contract for performance and completion of the Construction Contract, and, upon determination by Owner that the contractor selected with Owner's concurrence is responsible, and subject to full compliance with all applicable laws as may be required (including, without limitation, any applicable competitive bidding and public contracting and procurement requirements pursuant to California and/or Federal laws, if applicable), arrange for a contract to be prepared for execution by Owner and the contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract and subject to the consent of Owner; and, if the Surety's obligations defined in Paragraph 6 exceed the Balance of the Contract Sum, then the Surety shall pay to Owner the amount of such excess; or
  - D. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and subject to its investigation and consultation with Owner, determine in good faith the amount for which it may then be liable to Owner under Paragraph 6 for the

performance and completion of the Construction Contract and, within ten (10) additional calendar days, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts the Surety's tender under this paragraph 4(D), the Surety shall remain liable for future damages, then unknown or unliquidated, and including, without limitation, additional costs incurred to complete the Construction Contract and any unsatisfied liquidated damages, resulting from the Contractor Default. If Owner disputes the amount of Surety's tender under this paragraph 4(D), Owner may exercise all remedies available to it at law to enforce the Surety's liability under paragraph 6.

5. If the Surety does not proceed as provided in Paragraph 4, then the Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from Owner to the Surety demanding that the Surety perform its obligations under this Bond. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. The Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Contractor under the Construction Contract. The Surety's obligations shall include, but are not limited to:
  - A. The responsibilities of the Contractor under the Construction Contract for completion of the Construction Contract and correction of defective, deficient and/or non-compliant work;
  - B. The responsibilities of the Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages, and all damages caused by non-performance or lack of proper performance of the Construction Contract, including but not limited to, all valid and proper backcharges, offsets, payments, indemnities, and/or other damages;
  - C. Additional administrative, management, legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4.
7. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in the Superior Court for the County of Humboldt.
10. As a part of the obligation secured under this Bond, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees and expert costs, incurred by the County in successfully enforcing any obligation arising under this Bond, all to be taxed as costs and included in any judgment rendered
11. Notice to the Surety, Owner or the Contractor shall be mailed or delivered to the address shown

on the signature page.

12. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
13. Definitions.
  - A. Balance of the Contract Sum: The total amount payable by Owner to the Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
  - B. Construction Contract: The agreement between Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - C. Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

END OF DOCUMENT

SECTION 00 61 14 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the County of Humboldt, by its order made \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, we the Principal and \_\_\_\_\_, Surety, are held and firmly bound unto the County of Humboldt in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to the California Labor Code or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and their subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 9550 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth herein, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

AND, 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 the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

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

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

BY \_\_\_\_\_  
ATTORNEY-IN-FACT

END OF SECTION 00 61 14

SECTION 00 72 00 - GENERAL CONDITIONS

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GC 1. DEFINITIONS

- A. COUNTY: The term "County", or pronouns in place of same where used herein, shall mean Humboldt County acting through its Board of Supervisors.
- B. BOARD: The term "Board", or pronouns in place of same where used herein, shall mean the Humboldt County Board of Supervisors.
- C. OWNER: The "Owner" is the County and is the person or entity identified as such in the Owner-Contractor Agreement; the term Owner means the Owner or its authorized representative.
- D. ENGINEER: The term "Engineer" shall mean the licensed professional Engineer in responsible charge of the design of the project employed or contracted by the Humboldt County Department of Public Works as the authorized representative of the Owner.
- E. CONTRACTOR: The term "Contractor" or "General Contractor", where used herein, shall mean the Contractor licensed by the California Contractors State License Board to whom the contract for the work described and specified herein has been awarded by the Humboldt County Board of Supervisors or their authorized representative.
- F. PLANS AND SPECIFICATIONS: The term "Plans and Specifications", where used herein, shall mean and include all specifications and provisions of every kind, whether general, detailed or otherwise, relating to the equipment, material or Work, and the installation thereof, and the plans and drawings accompanying same which are made a part thereof. Such Plans and Specifications are recognized as instruments of professional service.
- G. OWNER'S REPRESENTATIVE: The term "Owner's Representative" shall mean the agent or independent qualified consultant assigned to the Project by Humboldt County Department of Public Works. The Owner's Representative shall not be responsible for means, methods, techniques, sequences or procedures of construction, nor be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- H. CONSTRUCTION ADMINISTRATOR: The term "Construction Administrator" shall mean the agent or independent qualified consultant assigned to the Project by Humboldt County Department of Public Works. The Construction Administrator may be a separate agent or may also perform the function of the Project Inspector or Owner's Representative. The Construction Administrator will be the prime point of contact between the Contractor and Owner. The Construction Administrator will log, route, and maintain all project communications and documentation including, but not limited to, letters of instruction, contractor letters, requests for information, submittals, cost proposals and changes to the work.
- I. PROJECT INSPECTOR: The term "Project Inspector" shall mean the agent or independent qualified consultant assigned to the Project by Humboldt County Department of Public Works to perform the following services: Observe the performance of Project labor, installation of all materials and equipment to be incorporated into the Work and the placing of such materials and equipment to determine in general if the Work is proceeding in accordance with the Contract Documents as defined in section 00 52 00 "Agreement Forms". On the basis of such observations, the Project Inspector will keep the Owner's Representative informed as to the progress of the Work. The Project Inspector shall not be responsible for means, methods, techniques, sequences or procedures of construction, nor be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- J. SURETY: The term "Surety" shall mean the surety or sureties that issue the Payment Bond and/or the Performance Bond required by the Contract Documents.

- K. CONTRACT or AGREEMENT: "Contract" or "Agreement" shall mean the agreement signed by County and Contractor (Section 00 52 00) and shall also mean the totality of the contractual obligations of Contractor hereunder.
- L. CONTRACT PRICE: "Contract Price" shall mean the amount set forth as the contract price in the Agreement (Section 00 52 00).
- M. CONTRACT TIME: "Contract Time" shall mean the time for completion of the Work required by the Contract Documents as set forth in the Agreement (Section 00 52 00),
- N. PROJECT: The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part.
- O. SUBSTANTIAL COMPLETION: "Substantial Completion", shall mean that the Work is sufficiently complete, in accordance with the Contract Documents, that the County can occupy or utilize the Work or a designated portion thereof for the use for which it is intended.
- P. WORK: The "Work" comprises the completed construction required by the Contract Documents and approved change orders and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

Capitalized terms not defined in these General Conditions shall have the same meaning as defined in other Contract Documents.

GC 2. CONTRACT

- A. The Contract Documents include all documents identified as such in the Agreement (Section 00 52 00), and any amendments and Change Orders thereto
- B. In the execution of the Work or any portion thereof, Contractor shall operate as an independent contractor and not as the agent of Owner or Engineer.
- C. No verbal agreement or conversation with any officer, agent, or employee of Owner or Engineer, either before or after execution of the Agreement, shall affect or modify any terms or obligations of the Contract unless duly incorporated into the Contract by written Change Order or amendment of the Contract.
- D. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for its benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Engineer and any subcontractor or sub-subcontractor.
- E. By executing the Contract, the Contractor represents that Contractor has visited the Project site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents.
- F. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Contractor shall perform all work set forth in the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

Whenever two or more standards or requirements appear in the Contract Documents, the highest standard or requirement shall be applied and followed in the performance under this Contract. If a conflict cannot be so resolved, the following shall apply:

- (a) In cases of discrepancy concerning dimension, quantity and location, the Plans shall take precedence over the Specifications. Explanatory notes on the Plans shall take precedence over conflicting drawn indications. Large-scale details shall take precedence over smaller scale details and figured dimensions shall take precedence over scaled measurement. Where figures are not shown, scale measurements shall be followed but shall in all cases be verified by measuring actual conditions of Work already in place. In cases of discrepancy concerning application of materials and non-technical requirements over materials, the specifications shall take precedence over Plans.
- (b) For all other conflicts between terms of the Contract Documents that cannot be resolved as set forth above, the following order of precedence shall apply:
1. The Contract
  2. The Supplementary Conditions
  3. The General Conditions
  4. The Specifications
  5. The Plans.
- G. The organization of the Specifications into divisions, sections and articles, and the arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

GC 3. BONDS

- A. Contractor, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond in an amount equal to one hundred (100%) percent of the Contract Price, and a faithful Performance Bond in an amount equal to one hundred (100%) percent of the Contract Price. The Contractor must submit a certificate with all bonds indicating that the Surety is admitted to transact business in the State of California, and certify that the Surety's certificate of authority, issued by the Insurance Commissioner, has not been suspended, revoked, canceled, or annulled.
- B. The bonds shall comply with Section 9554 of the Civil Code of the State of California. The Payment Bond and the faithful Performance Bond shall each be in a form that is satisfactory to the County Counsel, or Risk Management of the County of Humboldt. A copy of an acceptable format is attached to the Agreement forms of these specifications.
- C. All Bonds shall meet or exceed A.M. Best's Long-Term Issuer Credit Rating (Long-Term ICR) Scale categories of Rating Category: **Excellent**; Rating Symbol: **a**; Rating Notch: **a+**, and Short-Term Issuer Credit Rating (Short-Term ICR) Scale categories of Rating Category: **Outstanding**; Rating Symbol: **AMB-1**, and Best's Financial Strength Rating (FSR) Scale categories of Rating Category: **Excellent**, Rating Symbol: **A**, Rating Notch: **A-**. All bonds shall be written by a surety company licensed through the California Department of Insurance and shall have a physical presence in the State of California. Companies providing reinsurance to the surety company shall also be a surety company licensed through the California Department of Insurance and shall have a physical presence in the State of California. The Bid Bond, Payment Bond and Performance Bond shall all be written by the same surety company. If cash or securities are provided in lieu of a Bid Bond, then both the Payment Bond and Performance Bond shall both be written by the same surety company. "Off-shore" surety companies and/or reinsuring sureties or companies shall not be accepted.

GC 4. INSURANCE REQUIREMENTS

- A. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurance, or other sufficient proof, showing that the following provisions have been complied with are filed with the Clerk of the Humboldt County Board of Supervisors.

- B. Without limiting Contractor's indemnification obligations provided herein, Contractor shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the policies of insurance as required herein placed with insurers with a current A.M. Best's rating of no less than A:VII or its equivalent against damages which may arise from or in connection with the activities hereunder of Contractor, its agents, employees or subcontractors.
- C. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), in an amount of \$2,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be \$5,000,000. Said policy shall contain, or be endorsed with, the following provisions:
1. The County, and its Board Members, officers and officials, Owner's Representative, Construction Administrator, Project Inspector and the Engineer and their agents and employees, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, and its Board Members, officers and officials, Owner's Representative, Construction Administrator, Project Inspector and the Engineer and their agents, and employees. The additional insured coverage required herein shall be provided by Insurance Services Office Additional Insured Endorsement Forms CG 20 10 and CG 20 37, or equivalent forms.
  2. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Project, the Contractor's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Contractor's insurance and will not be called upon to contribute with it.
  5. Any failure by the County or the Contractor to comply with reporting or other provisions, including breach of warranties, shall not affect coverage provided to County, and its Board Members, officers and officials, Owner's Representative, Construction Administrator, Project Inspector and the Engineer and their agents, and employees.
- D. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to County by certified mail.
- E. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.
- F. Builder's Risk or Course of Construction, written on an "All-Risk" form, for 100% of the completed value of the insurable part of the Project. The Builder's Risk policy shall provide for losses to be payable to County and the Contractor as their interests may appear, and that in the event of payment for any loss under the coverage provided, the insurer shall have no rights of recovery against County and Contractor.
- G. Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by County. If Contractor does not keep

all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

GC 5. DEFAULT/TERMINATION OF CONTRACT

A. Default

1. If the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure its completion within the time specified herein or any authorized extension thereof, or abandons the Work, or fails to perform the Work in a manner required by the Contract Documents and/or industry standards, or fails to complete such Work within such time as required under the Contract Documents, or seeks to assign the Contract, or, if the Contractor should be adjudged as bankrupt, or is otherwise deemed insolvent by the County based on good cause and is unable to proceed with the Work, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if the Contractor files a petition to take advantage of any debtor's act, or should any subcontractor materially violate any of the provisions of the Contract Documents, or if the Contractor should persistently or repeatedly refuse or fail to provide the required project management, supervision, quality control, and/or supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if the Contractor should fail to make prompt payment to subcontractors for material or labor, or if the Contractor should persistently disregard laws, or instructions given by County, or if the Contractor otherwise substantially fails to fulfill its obligations under, or violates, the Contract Documents or any provision or term thereof, the Contractor shall be in breach of and default under the Contract. In such instance, the County may, in its sole discretion, after providing Contractor seven (7) days written notice, and without prejudice to any other remedy the County may have:
  - a. Provide any such labor, equipment and/or materials required to perform the Work or designated portion of the Work or to correct any deficiencies or delays and deduct the cost from any money due or to become due Contractor, or if the money due or to become due to Contractor is not sufficient to cover such amount, the Contractor shall pay the difference immediately to the County upon demand; or
  - b. Terminate the Contract.
2. Upon receipt of the notice of termination of the Contract, the Surety shall immediately takeover and assume the control of and perform the Work as the successor to the Contractor and shall immediately assume all rights obligations and liabilities, including liquidated damages, that have accrued under the Contract. The Surety shall maintain the Project site and all of its safety controls. If the Surety fails to maintain the Project site, the County may correct unsafe conditions and charge the Surety for costs incurred. If the Surety assumes the Contractor's terminated Work, it shall take the Contractor's place in all respects for that part and shall be paid by County for all Work performed by it in accordance with the terms of the Contract Documents. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract Documents less all amounts due to County.
3. Within fifteen (15) working days of its receipt of the notice of termination of the Contract, the Surety shall provide to the County a written plan detailing the course of action it intends to take to remedy the default of the Contractor. The County will review and notify the Surety if the plan is satisfactory.
4. If the Surety fails to submit a satisfactory plan or to maintain progress on the plan as accepted by the County, or does not otherwise comply fully and completely to the County's satisfaction with the terms of the Performance Bond within the time periods stated therein, the County may, in its sole discretion, take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and the Surety

and/or Contractor shall be liable to the County for any excess cost and all other damages and costs incurred by the County thereby or to which the County is entitled under the Contract Documents or by law and shall pay the County all such amounts within thirty (30) days after submits an invoice for such amounts. . In such an event, the County may without liability for so doing, take possession of and utilize such materials, tools, equipment, supplies and other property belonging to the Contractor and/or assume assignment of any and all subcontracts for subcontractors and/or suppliers that may be on the worksite and be necessary to complete the Work. For any portion of such Work that County elects to complete by furnishing its own employees, materials, tools, and equipment, the Contractor and Surety shall compensate County or all costs related thereto. If requested by County, Contractor shall demobilize, and shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery, from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

5. If a termination for default is asserted by County, and demand made upon Surety by County, Surety shall not tender the Contractor, or any affiliate thereof, as its completion contractor except as authorized in the Performance Bond and subject to the sole discretion of the County. See the Performance Bond for more details on the rights and responsibilities of the Surety.
6. Contractor hereby consents to assigning to the County and/or County's replacement contractor all subcontracts and other agreements of any and all subcontractors and/or suppliers that may be on the worksite and/or may be necessary to complete the Work in the event of Termination for Default or Termination for Convenience, as set forth below. Contractor agrees to obtain, by way of a subcontract provision, the consent of each and every subcontractor and/or supplier for such assignment prior to the commencement of each such subcontractor's and/or supplier's conduct of the Work.
7. In the event of such termination, the Contractor will not be entitled to receive any further payment until the entire Work or disputed portion of the Work is completed and accepted by the County. Any amounts due to Contractor will be based on unit prices or lump sum bid and the quantity of Work completed at the time of termination, less damages caused to the County by acts of the Contractor causing the termination, including but not limited to, all costs to the County arising from professional services and attorneys' fees, and all costs generated to insure or bond the work of substituted Contractors or subcontractors utilized to complete the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County promptly upon demand. On failure of the Contractor to pay, the Surety shall pay on demand by County. Any portion of such difference not paid by the Contractor or Surety within thirty (30) days following the mailing of a demand for such costs shall earn interest at the maximum rate authorized by California law. Nothing set forth herein shall limit Surety's obligations under the subject bonds or the timing thereof, which shall arise immediately upon Contractor's default.
8. The Contractor and the County agree that nothing in this section is intended to create a right of either party to recover attorney fees as prevailing party in any lawsuit on this Contract.
9. In addition to all of its rights and remedies stated herein and under the Contract Documents and by law, the County may also order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the Work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity
10. The foregoing provisions are in addition to and not in limitation of any other rights or remedies under law or in equity available to County.
11. If it is later determined that the County's termination of the Contract was wrongful, or Contractor had an excusable reason for not performing, such as a fire, flood, or other event which was not the fault of or was beyond the control of the Contractor, the County, after setting up a new performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience,

and the rights and obligations of the County and the Contractor shall be the same as if the termination had been issued for the convenience of the County.

12. Each of these general conditions, whether preceding or following this paragraph, is to be considered material and failure to comply with any of such conditions by the Contractor will be deemed a breach of contract. All obligations of Contractor pursuant to the Contract Documents shall survive the termination of the Contract.

B. Termination for Convenience

1. The County may terminate the Contractor's performance under the Contract, either in whole or in part, at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the County is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority, or upon a determination that such termination is in the best interest and convenience of the County, or whenever the County is prohibited from completing the Work for any reason.
2. Upon receipt of such written notice of termination, the Contractor shall:
  - a. Stop work as specified in the written notice;
  - b. Terminate all orders and subcontractors except as necessary to complete any portion of the Work that is not terminated;
  - c. If directed in writing by the County to do so, assign all right, title and interest in subcontracts and materials in progress, in which case the County will have the right at its discretion to settle, or pay any or all claims arising out of the termination of such subcontractors, but in no event shall recovery by any Contractor include lost profits for uncompleted portions of the Work;
  - d. Deliver or otherwise make available to the County all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been accumulated by the Contractor in performing the Work whether completed or in process;
  - e. Settle outstanding liabilities and claims with the approval of County;
  - f. Complete performance of such part of the Work as has not been terminated; and
  - g. Take such other actions as may be necessary, or as may be directed by the County for the protection and preservation of the Work and/or property related to the Work.
3. Upon receipt of County's written notice of termination for convenience, the Contractor shall submit to the County a request for final payment in accordance with the requirements of the Contract. Such request shall be submitted promptly, but no later than sixty (60) days from the effective date of the termination for convenience.
4. The final payment to the Contractor after termination for convenience shall be limited to the following amounts due and owing under the Contract at time of termination:
  - a. Any actual costs incurred by the Contractor for restocking charges;
  - b. The agreed upon price of protecting the Work in any manner, if any, as directed by the County; and
  - c. The Contract Price allocable to the portion of the Work properly performed or goods supplied by the Contractor as of the date of termination, as determined in accordance with the Contract Documents, reduced by any sums previously paid to the Contractor.



Contractor shall not be entitled to payment for any Work not performed, including, without limitation, overhead and profit on Work not performed.

The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of a termination for convenience of the Contract pursuant to this section; and Contractor will not be entitled to any other compensation or damages and expressly waives same.

5. The County shall have the right to withhold any portion or the whole of the final payment under this provision in the event there are any outstanding Claims for compensation asserted by the County against the Contractor, or by any third party against the County which arises out of the Contractor's Work.
6. All obligations of Contractor pursuant to the Contract Documents shall survive the termination for convenience of the Contract.
7. Contractor shall include this Termination for Convenience provision in all subcontracts and purchase orders of every tier.

GC 6. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the County and its Board Members, officers and officials, Owner's Representative, Construction Administrator, Project Inspector, and the Engineer and their agents and employees (the "Indemnified Parties") from and against any and all claims, damages, liabilities, actions, losses and expenses, including but not limited to attorneys' fees, in law and in equity, of every kind or nature whatsoever related to, arising out of or resulting from the performance of the Work or Contractor's operations to be performed under the Contract Documents, regardless of whether or not caused in whole or in part by a party indemnified hereunder (collectively "Claims"); excepting only such Claims arising from the sole or active negligence or willful misconduct of the Indemnified Parties or defects in design furnished by those persons. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The obligations in this section shall not be limited by the insurance requirements set forth in these Contract Documents. Contractor's indemnification obligations shall apply to all damages or claims for damages suffered as a result of or by Contractor's operations regardless if any insurance is applicable or not.

It is intended that this section shall comply with California Civil Code § 2782, *et seq.*, to the extent applicable to the Contractor's obligations as set forth in this section. If it is determined by a Court of competent jurisdiction that any aspect of this section exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

- B. In any and all Claims against the Indemnified Parties by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' or Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- C. The right to a defense and indemnity under this section arises upon an occurrence of an event given rising to a Claim and upon tender to Contractor, Contractor shall defend the Indemnified Parties with counsel reasonably acceptable to the County. Notwithstanding the foregoing, the County shall be entitled, on its own behalf, and at the expense of the Contractor, to assume control of its defense or the defense of any Indemnified Party in any legal proceeding, with counsel reasonably selected by it. Should the County elect initially to assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right subsequently to request

that Contractor thereafter assume control of the defense and pay all attorney's fees and costs incurred thereby.

GC 7. ASSIGNMENT OF CONTRACT

- A. The Contractor shall not assign or sublet the Contract in whole or in part without the prior written consent of the Owner. The Contractor shall not assign any monies due or to become due to it under the Contract without the prior written consent of the Owner.
- B. Any assignments permitted under these documents or approved by the Owner shall, in addition, have prior written approval of all sureties of the Contractor executing bonds or insurance in the interest of this Contract.
- C. If the Contractor seeks to assign any portions or monies as permitted, Contractor shall pay to the Owner \$1,000 to cover Owner's costs each time an assignment occurs.

GC 8. SEPARATE CONTRACTS

- A. The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford all other such contractors reasonable opportunity for storage of their materials; shall provide that the execution of their work properly connects and coordinates with theirs; and shall cooperate with them to the end of facilitating the Work.
- B. The work performed or executed under other contracts in advance of work under this Contract shall be inspected and determined to be in proper condition by the Contractor before permitting related or connecting work to proceed under this Contract.
- C. Contractor shall immediately notify Engineer, Owner's Representative, and Project Inspector through the Construction Administrator of any discrepancies, defects or other conditions found unsuitable for proper execution of the Work.

GC 9. CONFERENCES

- A. At any time during the progress of the Work, the Owner, Construction Administrator, Owner's Representative, or Engineer shall have authority to require the Contractor to attend a conference of any or all of the contractors engaged in the Work; and any notice of such conference shall be duly observed and complied with by the Contractor.

GC 10. TERMS OF PAYMENT

- A. Within thirty (30) calendar days after the award of the Agreement, and before submission of the first application for payment, the Contractor shall submit to the County for approval a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the County may require. This schedule, unless objected to by the County, shall be used only as a basis for the Contractor's Applications for Payment. This Schedule of Values shall be so arranged that the value of the Work as it progresses may be readily determined. Payment for change order work will be made if the change order work is complete and is approved prior to the Owner's Representative issuing the monthly certification of payment. The total sum of the Schedule of Values shall equal the Contract Price.
- B. The Contractor shall, on or before the first day of each month, make an estimate of the work performed during the preceding month and submit an itemized application for payment, supported by such data substantiating the Contractor's right to payment as the County may require, including appropriate monthly updates to the construction progress schedule, and reflecting retention, if any, as provided elsewhere in the Contract Documents. Absent an express finding pursuant to Public Contract Code section 7201(b) authorizing the County to withhold a higher amount of retention (in excess of 5% of the estimated value of the work done and the labor, materials, equipment, and

services provided), the County shall retain an amount from each progress payment not to exceed 5% of the estimated value of the work done and the labor, materials, equipment, and services provided, all in accordance with Public Contract Code section 7201, and the County shall pay to the Contractor ninety percent (95%) of the value of said work in place, as checked and approved, within thirty (30) calendar days of the County's receipt of an undisputed and properly submitted application for payment. The balance of five percent (5%) of the estimate shall be retained by the County until the time of final acceptance of the Work, and release in accordance with requirements of the Contract Documents and California law. In lieu of the five percent (5%) retainage, the Contractor may substitute securities as provided for in Public Contract Code Section 22300.

- C. As a condition precedent to payment by County, each itemized application for payment shall be accompanied by a current Conditional Waiver and Release On Progress Payment, in the form specified by the applicable California Civil Code, from Contractor and each of Contractor's subcontractors, suppliers, and union trust funds for which payment is sought by the application for payment, and an Unconditional Waiver and Release On Progress Payment, in the form specified by the applicable California Civil Code, from Contractor and each of Contractor's subcontractors, suppliers, and any union trust fund for which payment was sought by Contractor in the immediately preceding application for payment and for which the County made payment.
- D. The Contractor warrants that title to all work, materials and equipment covered by an application for payment will pass to the County, or its assignee, either by incorporation in the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, stop notices, claims, security interest or encumbrances hereinafter referred to in this section as "liens"; and that no work, materials or equipment covered by an application for payment will have been acquired by the Contractor, or by any other person performing work at the Project or furnishing materials and equipment for the Project, subject to an agreement under which an interest or an encumbrance is retained by the seller or otherwise imposed by the Contractor or such other person.
- E. Unless otherwise provided in the Contract Documents, payments may be made, within the sole discretion of the County, on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the Project site and, if approved in advance by the County, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Applications for payment must differentiate between materials stored on site and materials stored off site. Payments for materials or equipment stored on or off the Project site shall be allowed only at the sole discretion of the County and shall be conditioned upon submission by the Contractor of a detailed description of all such materials and equipment and of bills of sale or such other procedures satisfactory to the County to establish the County's title to such materials or equipment or otherwise protect the County's interest, including applicable insurance and transportation to the Project site for those materials and equipment stored off the Project site. In addition, as a further condition precedent to payment for stored materials, Contractor shall:
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous applications for payment.
    - b. Value of previously stored materials put in place after date of previous application for payment and on or before date of current application for payment.
    - c. Value of materials stored since date of previous application for payment and remaining stored as of date of current application for payment.

Contractor must complete specific considerations and comply with the requirements of the Contract Documents before purchasing any materials ahead of their scheduled installation. While there are

clearly recognized benefits to both the Owner and Contractor for purchasing materials early, there is also increased risk and additional work required to protect those purchases and track them appropriately. It is Contractor's responsibility for the risk management of stored items and security that includes warranty protections. Purchasing of items must be approved by Owner's Representative prior to ordering materials to be delivered.

The County will only consider ahead-of-schedule material purchases under the following conditions:

1. Contractor provides supporting documentation (narrative) demonstrating valid reason or cause (such as long lead time, material or manufacturing shortages, tariffs, etc.)
2. Approved items have been inventoried by the Construction Administrator or Owner's Representative
3. Materials are stored in a safe and weather protected manner
4. Stored materials will be available for periodic inspections by Construction Administrator or Owner's Representative
  - a. If inspection is requested by County, Contractor shall reimburse Owner's Representative, Construction Administrator or Project Inspector for transportation, per diem and wages if out-of-town travel is required to reach storage location for inspection.
5. Stored materials have a required jobsite availability date clearly established in the project construction schedule.

The County will not consider payment for stored materials that are:

1. Not itemized
2. Raw materials or any items that are not ready for immediate installation at jobsite
3. Items that are not documented in the construction schedule
4. Items that are greater than 10% of the overall contract or 15% of current progress payment
5. Long lead items greater than 8 weeks

Additional requirements for stored materials:

1. Requests for storing materials offsite must be made at least 14 days prior to submission of pay application
2. Only bonded subcontractors and vendors will be considered for storage. Bonded subcontractors and vendors must show bonding documents that show County as assignee
3. Materials stored, but not requesting payment must be stored in a bonded facility unless in transit
4. Materials stored at the manufacturing facility will not be paid in advance unless it can be proven to be physically segregated from the rest of the facility. Materials stored at the manufacturing facility must be labeled with job identification, fenced off, shrink-wrapped or otherwise securely separated from regular inventory, to County's satisfaction.
5. Access and delivery of goods must be able to be cleared for release by Contractor in the event of a subcontractor/vendor failure to perform or replacement
6. Manufacturer warranty periods must be extended for the full duration that the materials are in storage

Contractor will keep an inventory log of stored materials offsite as well as onsite (yet to be installed) and submit with each upcoming progress payment funding request.

The inventory log must include the following:

- Description – that includes storage disposition and subcontractor/vendor responsibility information
- Onsite Previously Billed – quantities and values
- Onsite Previously Billed Now in Place – quantities and values
- Onsite Billed This Period – quantities and values
- Offsite Previously Billed – quantities and values
- Offsite Previously Billed Now in Place – quantities and values
- Offsite Billed This Period – quantities and values
- Total Currently Stored Onsite – values

- Total Currently Stored Offsite - values

Supporting documents to be submitted for approval fourteen (14) days prior to approval

- Subcontractor/vendor provides copies of insurance/bonding certification documents for storage location during the time of storage and naming the County as additional insured
- Subcontractor/vendor provides evidence of insurance coverage during transportation of stored materials and naming the County as additional insured
- Subcontractor/vendor provides letter accepting responsibility for any deductibles placed on those specific stored materials
- Copies of invoices/bill of sale
- Copy of log stored materials with updated disposition of materials stored status that includes locations, bonding information, dates of insurance certificate coverage periods, etc.
- Photographic evidence of stored materials in the conditions in which they are stored and with identifiable markings on them indicating invoice/bill of sale relationship. Packing slips do not contain enough information to identify specific materials with job orders
- Evidentiary photos must be labeled with a description of the materials and the date pictures were taken.

- F. Acceptance of any work and payments therefore shall be made upon written recommendation of the Owner's Representative and Engineer.
- G. Payments to the Contractor will be made within 30 days of receipt of an undisputed and properly submitted application for payment in accordance with Owner's regular approval and accounting procedures, based upon statements or certificates received as issued or approved by the Owner's Representative, including written certification that complete certified payroll records have been, or will be, submitted to the Labor Commissioner as required by the California Labor Code.
- H. The Contractor shall promptly pay each subcontractor upon receipt of payment from the County, out of the amount paid to the Contractor on account of such subcontractor's work, the amount to which subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's work. The Contractor shall, by an appropriate written agreement with each subcontractor, require each subcontractor to make payments to their sub-subcontractors in similar manner.
- I. Neither certification of a progress payment, delivery of a progress payment, nor partial or entire use or occupancy of the Project by the County, shall constitute an acceptance of any work not in accordance with the Contract Documents, nor shall it be deemed a waiver of County of any remedy it may have in law or equity.
- J. The County may withhold any payment in whole or in part to the extent necessary to reasonably protect the County, if it is unable to verify the accuracy of an application for payment. If the County is unable to verify the accuracy of an application for payment, the County will notify the Contractor in writing. If the Contractor and the County cannot agree on a revised amount, the County will promptly process payment for those amounts for which it is able to verify. The County may also withhold any payment, or portion thereof, to protect the County from loss because of subsequently discovered:
- (i) Defective work not remedied;
  - (ii) Third party claims filed or reasonable evidence indicating probable filing of such claims, including claims by separate contractors;
  - (iii) Failure of the Contractor to make payments properly to subcontractors, or for labor, materials or equipment;

- (iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (v) Damage to the County or another contractor;
- (vi) Reasonable evidence that the Work will not be accomplished in compliance with the Contract Time;
- (vii) Failure to carry out the Work in accordance with the Contract Documents, including, without limitation, the failure to make required submittals;
- (viii) Stop notice(s) served upon the County;
- (ix) Failure to submit certified weekly payrolls;
- (x) Failure or refusal of Contractor to comply with the Contract Documents, including the failure of the Contractor to provide any required warranty/maintenance bond; and
- (xi) Any other material breach of the Contract Documents by Contractor and/or its subcontractors or suppliers of any tier.

When the grounds above are removed, payment shall be made by County for amounts withheld because of them within 30 days thereafter.

Should Stop Notices be filed with the Owner, Owner shall in accordance with California Civil Code Section 9358, withhold the amount claimed, plus an allowance of 25% to cover its litigation costs plus interest at the rate of 10%, from certificates until such claims have been resolved pursuant to law.

- K. Subject to and in accordance with the requirements of California law (including Public Contract Code section 7201) and the Contract Documents, the County shall hold retainage from the Contractor. The Contractor, or its subcontractors, shall return all monies withheld in retention from a subcontractor within the time periods authorized under California law after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any violation of this provision shall subject Contractor, or its subcontractors, to the penalties, sanctions and other remedies specified under California law. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to County or the Contractor, or its subcontractors, in the event of a dispute involving late payment or nonpayment by Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE contractors and subcontractors.

Pursuant to Section 22300 of the California Public Contract Code, the Contractor may elect to substitute securities for any monies withheld by the County to ensure performance under the Contract Documents. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the requirements of the Contract Documents, the securities will be returned to the Contractor. Such securities, if deposited by the Contractor, shall be valued by the County, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 of the Public Contract Code.

- L. Contractor, and its subcontractors, shall pay any subcontractor not later than seven (7) calendar days of receipt of each progress payment in accordance with the provision in section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any violation of section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to County or the

Contractor, or its subcontractors, in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

- M. When the Work is ready for acceptance by the County, the Owner's Representative will confirm whether the Work has reached Substantial Completion and will prepare a list of items to be complete or corrected. The failure to include any item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- N. Upon final completion of all work and Final Acceptance by the Board of Supervisors, with the contract requirements having been fully and completely satisfied including, without limitation:
1. Acceptance of the work by the Owner's Representative and Engineer
  2. The Contractor providing to the County all documents and information required by the Contract Documents including, without limitation:
    - a. All releases
    - b. Maintenance guarantees
    - c. Maintenance manuals and technical specifications
    - d. All requirements for Contract Closeout including as set forth Section 01 77 00 herein

And Thirty-five (35) days after recordation by the County of a Notice of Completion with the County Recorder following Board of Supervisor's Acceptance:

1. All claims for labor and materials have been paid
2. No claims shall have been filed with the County based upon acts or omissions of the Contractor
3. No stop notices have been filed

The Contractor shall be entitled to the balance due for the completion and acceptance of the Work, less sums withheld for liquidated damages, if any, or any other damages incurred by the County or other sums withheld pursuant to the terms of the Contract Documents or by law.

- O. The making of final payment shall not constitute a waiver of any claims by the County.
- P. Subject to the terms of the Contract Documents, the acceptance of final payment shall, after the date of Substantial Completion of the Project, constitute a waiver of all Claims by the Contractor.
- Q. All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.
- R. Final payment will be made in accordance with the Contract Documents and California law, including, without limitation, Public Contract Code § 7107.
- S. Pursuant to Public Contract Code § 7107, in the event of a dispute between the County and Contractor, the County may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

GC 11. CONFLICTS OR ERRORS

- A. During construction, if any conflicts are discovered in the Plans or Specifications, they shall be immediately submitted to the Owner's Representative who will render an interpretation on what was intended and the Contractor agrees to furnish all things necessary by such interpretation to the satisfaction of the Owner's Representative without additional expense to the Owner.
- B. The Contractor shall not contend that any error, delay or default in its work is due to omission or ambiguity in said plans or specifications.

- C. If errors are found in the Contract Documents that cannot be termed conflicts, the Contractor shall immediately notify the Owner's Representative no later than 10 calendar days following the discovery of any such error.
- D. Refer to G.C. 24, Unity of Documents.

**GC 12. CHANGES IN THE WORK**

- A. No modification or deviation from Plans and Specifications will be permitted by the Contractor without prior written consent of Owner. However, Owner, without invalidating the Contract, and with or without notice to Contractor's surety, may order extra work or make changes by altering, adding to, or deducting from the Work. Changes in the work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Field Order subject to the limitations stated herein.
- B. A Change Order shall be based upon agreement between the Owner and Contractor; a Field Order may or may not be agreed to by the Contractor.

Changes in the work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or Field Order. Contractor agrees that any claims for extra costs for equipment shall be determined by the rates set forth in the California Department of Transportation's equipment rental rate book. Contractor shall provide notice and documentation of such daily equipment costs together with daily time and material tags within seven (7) days of incurring such costs under a Field Order. Contractor's failure to comply with the requirements of this section shall constitute a waiver of any extra equipment cost claims.

- C. The credit to or charge against the Owner shall be determined as follows:
  1. In the event that a modification results in a reduction of the amount of labor and material to be supplied by the Contractor, the Owner shall be given a credit equal to the actual value of such labor and materials plus a reasonable amount for the use of tools, materials and reasonable overhead and profit as set forth below;
  2. In the event a modification results in an increase in the amount of labor and materials to be supplied by the Contractor, the Owner shall pay the Contractor the actual value of such labor, materials and equipment plus reasonable overhead and profit as set forth below. All costs shall be included as a lump sum price on change orders.
  3. The Contractor agrees that its reasonable overhead and profit on modifications to the work shall not exceed the values in the following table:
    - a. Allowances for overhead and profit as shown in table below shall include full compensation for any and all items of overhead including, but not limited to, overhead, profit, bonds, insurance, superintendence, layout, field engineering, and any related work not included in the actual cost of labor and materials.
    - b. Backup documents and a breakdown showing raw costs and markups shall be provided as a part of the Cost Proposal.

<b>Overhead and Profit Markup for Modifications to Work</b>		
<b>Modified Raw Cost of Materials and Labor</b>	<b>Work is Self-performed by General Contractor (GC)</b>	<b>Work is Subcontracted</b>
\$0 - \$5,000	20% to GC	20% to Subcontractor 5% to GC
\$5,001 - \$20,000	15% to GC	15% to Subcontractor 5% to GC
\$20,000 - \$40,000	12% to GC	12% to Subcontractor 5% to GC
\$40,001 - up	10% to GC	10% to Subcontractor 5% to GC



4. Cost Proposals for all changes shall be submitted by the Contractor to the Construction Administrator for review by the Owner's Representative and Engineer. The Contractor shall submit all Cost Proposals within 15 calendar days following the discovery of any potential change. The Owner's Representative shall render a written decision as to reasonable costs within 15 calendar days of receiving cost proposal unless more time is agreed to by both Contractor and Owner's Representative.
  3. Any increases in cost or extension of time shall be approved by the Owner's Representative, Engineer and Owner, on a signed change order.
  4. In the event that the Contractor, for whatever reason, does not accept the dollar amount of increase or decrease or extension of time to the contract amount in the decisions rendered by the Owner, Contractor shall, upon receiving written Field Order from the Owner, proceed with the work called for in the Cost Proposal on a time and materials basis using detailed daily reporting of labor, materials and profit & overhead. Any claim for dollar increases or extension of time shall be made in writing to the Owner's Representative in accordance with the provisions of GC 51, Claims Procedures.
- D. In response to a request for a proposed modification, Contractor shall promptly furnish within 15 calendar days, relevant cost breakdowns, time estimates and other information as may be required to the Owner's Representative.
- E. A Change Order is a written instrument prepared by the Owner's Representative, recommended by the Engineer and signed by the Owner and Contractor stating their agreement upon all of the following:
1. The change in the work;
  2. The amount of the adjustment, if any, in the Contract Price; and
  3. The extent of the adjustment, if any, in the Contract Time.

Eliminated Items - The Owner reserves the right to eliminate any contract item of work prior to the award of the Agreement without incurring any obligation to pay therefor. Should any contract item of the Work be eliminated in its entirety following the award of the Agreement and in the absence of an executed Change Order covering such elimination, payment will be made to the Contractor for reasonable costs actually incurred, and which are validated by Owner as being incurred, in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Owner of such elimination.

An executed Change Order shall constitute a final settlement of all matters relating to the change in the work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any adjustments to the Contract Price, and any and all adjustments to the Schedule or Contract Time.

- F. A Field Order is a written order prepared by the Owner's Representative and signed by the Owner, directing a change in the work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may by Field Order, without invalidating the Contract, order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly.

To the extent Owner refuses to issue a change order for such work or the Owner and Contractor cannot agree on the cost or credit or time for the changed work, Contractor shall nevertheless perform that work as expeditiously and timely as possible and shall submit a complete and specific claim for additional compensation or extension of the time for performance within ten (10) days after such work is performed. For each day any extra work is performed, Contractor shall identify the same in the daily report in a format as required by Owner, and Contractor shall complete, sign and deliver to Owner a specific daily extra work form detailing the actual extra work performed. Contractor's failure to provide written notice of claim prior to undertaking such work, or failure to submit timely the daily report, the daily extra work report, and a complete and specific claim for additional compensation or extension of the time for performance, shall be

deemed a waiver and abandonment of any such claim. No claim, dispute or controversy shall interfere with the progress or performance of the work.

G. A Field Order shall be used in the absence of total agreement on the terms of a Change Order.

If the Field Order provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract Documents or subsequently agreed upon;
3. Cost to be determined in a manner agreed upon by the Owner and Contractor and a mutually acceptable fixed or percentage fee; or
4. As provided in Subsection I below.

H. A Field Order signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

I. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Price, the Owner's Representative shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Price, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Subsection H above, the Contractor shall keep and present, in such form as the Owner's Representative may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this section shall be limited to the following:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the work; and
5. Additional costs of supervision and field office personnel directly attributable to the change.

J. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Price shall be actual net cost as calculated in paragraph C above and confirmed by the Owner's Representative. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

K. Pending final determination of the total cost of a Field Order to the Owner, the Contractor may request payment for work completed under the Field Order in Applications for Payment. The Owner's Representative will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner's Representative determines, in the Owner's Representative's professional judgment, to be reasonably justified. The Owner's Representative's interim determination of cost shall adjust the Contract Price on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Articles 15 and 51.

L. When the Owner and Contractor agree with a determination made by the Owner's Representative concerning the adjustments in the Contract Price and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the

Owner's Representative will prepare a Change Order. Change Orders may be issued for all or any part of a Field Order. Failure of the Contractor to notify the Owner of any disagreement with any proposed adjustment to the Contract Price, Schedule and/or Contract Time, as applicable, or method for determining them set forth in a Field Order within seven (7) days after the date of receipt by the Contractor of such Field Order shall be deemed to be an agreement by the Contractor to the proposed adjustment to the Contract Price, Schedule and/or adjustment to the Contract Time, as applicable, or method for determining them set forth in such Field Order, and shall constitute a waiver by Contractor of any claims related thereto.

GC 13. GUARANTEE

- A. The Contractor shall be held responsible to make-good any defects due to faulty, improper or inferior workmanship or materials arising or discovered in any part of the Work within one (1) year after the completion and final acceptance of the same by the Owner's Representative, Engineer and Owner unless a longer period is called for in the Technical Specification Sections. Any and all guarantee periods, one year or otherwise, do not in any way limit or waive the County's rights to pursue legal action for patent or latent construction defects in accordance with California Code of Civil Procedure sections 337.1 and/or 337.15.
- B. In the event of failure of Contractor to comply with the requirements of any guarantee by this Contract, including without limitation the guarantee(s) provided by this section, within seven (7) days after being notified in writing, Owner is authorized to proceed to have the defects repaired and made good at the expense of Contractor, who shall pay the costs and charges therefore immediately on demand.
- C. Acceptance of the Work by the Owner's Representative, Engineer or Owner shall in no way absolve the Contractor from the responsibility of complying with the provisions of the Plans and Specifications and other contract documents, even though deviations may not be discovered within the aforementioned one year period.
- D. The bond for faithful performance furnished by the Contractor shall cover such defects and protect the Owner against them and remain in force during the one year guarantee period.

GC 14. INTERPRETATIONS

- A. The Contractor shall comply with the obvious intent and meaning of the Plans and Specifications which shall be construed to include all material, measures and modes or work necessary to complete the work required in a workmanlike manner, in strict accordance with these Plans and Specifications, and to the satisfaction of the Owner.
- B. Should any question arise as to the intent and interpretation of the Plans or Specifications, the Contractor shall promptly, upon discovery thereof, refer the same in writing to the Owner's Representative, whose decision thereon shall be final.

GC 15. DECISIONS BY ENGINEER AND/OR OWNER'S REPRESENTATIVE

- A. The Owner's Representative shall, in all cases, determine whether the amount and quality of the several kinds of work which are to be paid for under the Contract are in accordance with the Plans and Specifications.
- B. The Owner's Representative shall have power to cause all or any part of the Work to be expedited with greater diligence when delayed or stopped.
- C. When requested by the Owner's Representative, the Engineer's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- D. Where not involving a change in the agreed Contract Price or Contract Time, and not inconsistent with the intent of the Contract Documents, the Owner's Representative shall have authority to:

1. Correct any errors or inconsistencies in, and make any deletions from or additions to the drawings and specifications;
  2. Order minor changes or adjustments in the work, whether by field order, notations on Contractor's submittals, or other instructions;
  3. Order certain portions of the work delayed when particularly involved with or affected by any Change Order in process or being considered by Owner.
- E. The Owner's Representative will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor.
- F. The Engineer, when requested by the Owner's Representative, will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and within fifteen (15) calendar days.
- G. Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred to the Owner's Representative for decision which the Owner's Representative will render in writing with a reasonable promptness and within fifteen (15) calendar days. In the absence of a written decision by Owner's Representative, said claims, disputes and other matters shall be deemed denied or rejected.

GC 16. ADMINISTRATION OF THE CONTRACT

- A. The Construction Administrator will provide administration of the Contract. Maintenance of the Project records for the Contract shall be as prescribed by the Owner's Representative and as hereinafter described.
- B. The Owner's Representative will be the representative of the Owner during construction and until final payment is due. The Engineer will advise and consult with the Owner's Representative and Owner. The Owner's instruction to the Contractor shall be forwarded through the Construction Administrator. The Construction Administrator will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument.
- C. The Construction Administrator, Owner's Representative, Project Inspector or Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Administrator, Owner's Representative, Project Inspector or Engineer will not be responsible for or have control over acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- D. The Construction Administrator, Project Inspector, Owner's Representative and Engineer shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Construction Administrator, Project Inspector, Owner's Representative and Engineer may perform their functions under the Contract Documents.
- E. Based on the Construction Administrator, Project Inspector, Owner's Representative and Engineer's observations and an evaluation of the Contractor's applications for payment, the Owner's Representative will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in GC Article 10.
- F. The Construction Administrator shall, upon receipt of a complete submittal from the Contractor, make the submission to the Engineer. The Engineer shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be only for general conformance with the design concept and general compliance

with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness, and within 21 calendar days unless otherwise noted, consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Engineer shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Engineer be required to review partial submissions or those for which submissions for correlated items have not been received.

- G. The Owner's Representative will prepare Change Orders in accordance with GC Article 12.
- H. The Contractor shall provide sufficient, safe and proper facilities at all times for the full inspection of the Work by the Engineer or other representatives of the Owner, at the Project site and at the various other locations where the Project is being performed.
- I. The Owner's Representative, Project Inspector and Engineer will have authority to reject work which does not conform to the Contract Documents. Whenever, in their opinion, the Owner's Representative, Project Inspector and Engineer considers it necessary or advisable for the implementation of the intent of the Contract Documents, the Owner's Representative, Project Inspector or Engineer will have authority to require special inspection or testing of the Work in accordance with GC Article 31, whether or not such work be then fabricated, installed or completed. However, the Owner's Representative, Project Inspector and Engineer's authority to act under this Subparagraph and any decision made by them in good faith to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Owner's Representative, Project Inspector or Engineer to the Contractor, and subcontractor, any of their agents or employees, or any other person performing any the Work.
- J. The duties, responsibilities and limitations of authority of the Owner's Representative as the representative of the Owner during construction as set forth in the Contract Documents will not be modified or extended without written consent of the Owner.

GC 17. NON-CONFORMING WORK

- A. The fact that the work and materials have been inspected from time to time and payments on account have been made, shall not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered after the date of completion of the Work by the Contractor and its approval by the Owner's Representative, Engineer, and its acceptance by the Owner.
- B. Failure of Owner's Representative, Engineer or Owner to object to any defects in work or material or variances from the Plans and Specifications during or after construction shall not be deemed a waiver by Owner, Owner's Representative or Engineer of such defects or variances; nor by such failure shall Owner, Owner's Representative or Engineer be deemed stopped from requiring Contractor to correct such defects or variances.
- C. At Owner's sole option, if Owner prefers to accept non-conforming work, Owner may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Price, or if the amount is determined after final payment it shall be paid by the Contractor.
- D. Uncovering of Work:
  - 1. If any portion of the Work should be covered contrary to the request of the Owner's Representative, Project Inspector or Engineer, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner's Representative, be uncovered for their observation and shall be replaced at the Contractor's expense.

2. If any other portion of the Work has been covered which the Owner's Representative, Project Inspector or Engineer has not specifically requested to observe prior to being covered, the Owner's Representative, Project Inspector or Engineer may request to see such work and it shall be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in GC 8 above, in which event the Owner shall be responsible for the payment of such costs.
- E. The County's rights as set forth in this section are without prejudice to any other right or remedy the County may have under the Contract Documents or by law, including without limitation, under GC 5.

GC 18. OWNERSHIP OF DOCUMENTS

- A. All Plans and Specifications shall remain the property of the Owner and shall be returned to the Owner's Representative or shall be accounted for by the Contractor before the final acceptance of building by the Owner.
- B. Documents for this Project shall not be used on or for any other work or purposes without express written consent of Owner's Representative, Engineer and Owner.

GC 19. DOCUMENTS FURNISHED

- A. If requested, the Contractor will be supplied five (5) sets of Contract Documents for use in the work.
- B. Additional sets of Contract Documents may be obtained from the County, at cost, at Contractor's expense.

GC 20. DRAWING DIMENSIONS

- A. The general dimensions are shown in figures on the drawings furnished to the Contractor. These figured dimensions shall invariably have preference to scaled measurements; but the Contractor shall exercise proper caution and care to verify the figures before laying out the Work, and shall be held responsible for any omissions or errors therein that might have been avoided.

GC 21. DETAILED DRAWINGS

- A. Drawings and details may be furnished to the Contractor as work progresses, showing in more elaboration the work intended to be done and the Contractor shall conform to them as being a part of the Contract.
- B. No work shall be performed in advance of the receipt by the Contractor of such detailed drawings, except such work as the Owner's Representative shall order in writing to be done without details. Any complaint as to the character and extent of the details shall be made to the Owner's Representative within ten days after the Contractor has received the same. The Contractor shall notify the Owner's Representative in ample time as to when the Contractor will require these drawings so they may be prepared without causing any delay to the Work.

GC 22. SUBMITTALS

- A. Shop Drawings are drawings, diagrams, schedules, coordination drawings, setting drawings and other data specially prepared for the Work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

- B. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
- C. Samples are physical examples which illustrate materials equipment or workmanship and establish standards by which the Work will be judged.
- D. The Contractor shall review, approve and submit, with such promptness as to cause no delay in its own work or in that of any other contractor, copies of all Shop Drawings, schedules for the work of the various trades and samples of materials and finishes required for the Work, together with information or supporting data as may be required or called for. The Owner's Representative will pass upon them with reasonable promptness in accordance with GC Article 16. The Contractor shall make any corrections required by the Owner's Representative or Engineer and resubmit corrected copies to Owner's Representative or Engineer for further review.
- E. Samples required or called for shall be exactly as specified for and intended to be used in the work; and Shop Drawings shall accurately portray the work required. Materials, finishes and workmanship shall be equal in every respect to that of the reviewed submittals.
- F. Submittals shall be delivered to, and as directed by, the Construction Administrator, postage or delivery charges prepaid by the Contractor in all cases. Samples returned upon request from the Contractor shall be returned by collect mail, parcel post or any carrier named by Contractor.
- G. The furnishing by the Contractor for the review by the Engineer of drawings, samples, schedules or other data shall not relieve the Contractor from responsibility for deviations from drawings or specifications, nor shall it relieve it of responsibility for errors of any sort in shop drawings, schedules or other submittals.
- H. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that it has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- I. Each Submittal shall be properly identified as required by the Construction Administrator.
- J. Deviations from requirements of Contract Documents, errors, inconsistencies with submittals previously made to or reviewed by Engineer, and corrections to dimensions or supporting data shall be clearly identified by the Contractor by notations on the submittals or attached explanations.
- K. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been reviewed by the Engineer as provided in Subparagraph F of GC Article 16. All such portions of the Work shall be in accordance with reviewed submittals.

**GC 23. SURVEY AND LAYOUT**

- A. All work pertaining to this Contract shall be laid out on the premises by the Contractor who shall be held responsible for its correctness.
- B. The Contractor shall retain and pay for the services of a registered engineer or licensed surveyor, when required by the Plans and Specifications, or when applicable to ensure work is properly laid out, who shall lay out the main lines of the building and other improvements at the site and provide other primary lines, pile locations and levels as may be required.
- C. All stakes, benchmarks, survey marks, monuments and other line or level points which have been or may be established in the building or on or about the premises shall be carefully preserved and respected by the Contractor.

- D. On-site work shall be laid out to properly meet existing off-site work not required to be removed or replaced, or to lines and levels established by civil authorities having jurisdiction, as applicable to conditions at the place of the Work.

GC 24. UNITY OF DOCUMENTS

- A. The Plans and Specifications are one document and any work shown, required or called for in the one and not in the other, or vice versa, shall be furnished or performed as though it were shown, required or called for in both.
- B. The Contractor admits and agrees that the Contract Documents exhibit the intent and purpose of the Owner in regard to the Work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only; and Contractor further agrees to furnish all labor or material for any detail that is necessary to carry out said intent and purpose without extra charge to the Owner.
- C. The misplacement, addition or omission of any word, letter or punctuation mark shall in no way change the intent, purpose of meaning or the Plans and Specifications.
- D. Any part of the Work or any article or detail pertaining thereto which is not specifically set forth in the Specifications or shown on the Drawings, but which is necessary for the proper completion of the Work, shall be furnished and installed at the Contractor's expense the same as if it had been partly or fully shown or specified. The Contractor shall do and furnish all things necessary to make a complete and workmanlike job in accordance with the intent and purpose of the Contract Documents.

GC 25. INSPECTION BY CONTRACTOR

- A. The Contractor shall inspect, review, compare and familiarize himself with the Contract Documents and the premises of the Work, and shall at once report to the Engineer and Owner's Representative, in writing, any error, omission or inconsistency within the documents or between information given and conditions observed or found at the premises.
- B. The Contractor shall make a close inspection of all materials as delivered, and shall promptly return all damaged or defective materials without waiting for their rejection by the Owner's Representative, Project Inspector, or Engineer.
- C. Before beginning any of the Work, the Contractor shall examine all construction and work of other contractors or trades that may affect this work, and to satisfy that everything is in proper condition to receive this work; and shall at once notify the Construction Administrator and Owner's Representative in writing of any exception taken to any construction or condition so affecting this work, whether placed under this Contract or other contracts.
- D. Failure to file with the Construction Administrator and Owner's Representative any notice to the contrary shall constitute acceptance by the Contractor of the construction of other contractors or trades as being suitable in all ways to receive its work, except as to defects which later develop in the work of other contractors after the execution of its own work.
- E. Contractor's inspection of documents and premises shall include making known to itself the general and particular location, nature and character of the Project work, the physical and contractual conditions, provisions and requirements, the nature and extent of work and equipment to be furnished by Owner, and the limitations and various other aspects relative to this Project, including all coordination necessary for proper and timely execution of the Work.



- F. Owner will not consider any claims whatsoever on account of Contractor's failure to fully investigate or determine the requirements of the Work in advance of commencing the Work or the conditions of the Work throughout its progress.

GC 26. DEVIATION FROM PLANS OR SPECIFICATIONS

- A. No deviations shall be made from the Plans or the Specifications. If the Contractor shall vary from the plans the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed or replaced; any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

GC 27. STANDARDS OF MATERIALS

- A. Wherever the name or brand of a manufacturer's article is specified herein, it is used as a measure of quality and utility; a standard.
- B. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, Contractor shall make application to the Owner's Representative in writing, and submit samples if requested. Refer to Section 00 21 13, "Instructions To Bidders" for substitution request procedures.

GC 28. QUALITY OF MATERIALS AND LABOR

- A. All materials used on this Contract shall be new and the best market quality unless specified or shown otherwise. All labor used on this Contract shall be competent and skilled for the Work. All work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner. All material and labor shall be subject to the approval of the Engineer as to its quality and fitness, and shall be immediately removed if it does not meet with approval. The Owner's Representative may refuse to issue a Certificate of Payment for unapproved work until all defective materials or work have been removed and other material of proper quality substituted therefore.

GC 29. DELIVERY AND STORAGE OF MATERIALS

In addition to all other requirements of the Contract Documents, including without limitation the construction progress schedule, Contractor shall comply with the following with respect to materials:

- A. Contractor shall deliver all manufactured materials in the original packages, containers or bundles (with the seals intact) bearing the name or identification mark of all manufacturers.
- B. Contractor shall deliver fabrications in as large assemblies as practicable and where specified to be shop-primed or shop-finished, they shall be packaged or crated as required to preserve such priming or finish intact and free from abrasion.
- C. Contractor shall store all materials in such manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted. Contractor must replace or repair to as new condition any damaged materials or equipment.
- D. Contractor shall store materials so as to cause no obstructions. Materials shall be stored off sidewalks, roadways, and underground services. The Contractor shall be responsible for protecting all material and equipment furnished under the Contract.
- E. All materials stored off site for which Contractor seeks payment are subject to the requirements of GC 10, Terms of Payment. Contractor shall provide a detailed description of all such materials in a form and substance as required by County in its sole discretion as a condition precedent for payment for those materials.

GC 30. OLD MATERIAL

- A. Old material shall not be used.
- B. Construction materials or other items used or placed in the Work later shall be considered old materials and not reused.

GC 31. TESTS

- A. Contractor shall comply with the requirements set forth in Division 01, General Requirements Sections and those set forth in the construction documents.
- B. If Contractor's performance of the work requires excess testing and inspection costs to the County, Contractor shall be responsible for, and pay to the Owner through deductive change order, costs of testing or inspection attributable to the following:
  - 1. Retesting due to failure of initial samples.
  - 2. Additional costs due to overtime work or extra shifts work because of improper scheduling of work or of delivery of materials by Contractor.
  - 3. Failure to properly notify laboratory or inspector.
  - 4. Changes in sources, lots or suppliers of materials after original tests.
  - 5. Changes in methods or materials of construction requested by Contractor that require testing, inspection, or other related services in excess of that required by original design.
  - 6. Concrete mix designs in excess of first successful design for each concrete type.
  - 7. Overtime or extra shift work requiring overtime work by Owner's Inspector.

GC 32. PATENT RIGHTS, COPYRIGHTS, TRADE NAMES AND ROYALTIES

- A. The Contractor shall indemnify and save harmless the Owner and authorized persons acting for the Owner against all liability on account of any patent rights, copyrights or trade names which may affect the articles or materials or their application under the Contract.
- B. The Contractor shall pay all royalties or other charges that may arise due to methods, types of construction, processes, materials or use of equipment and shall hold the Owner harmless from any claims or charges whatsoever which may arise; and shall furnish written assurance satisfactory to the Owner that such charges have been paid.

GC 33. COMPLIANCE WITH ALL LAWS

- A. The Contractor shall conform to and abide by all applicable city, county, regional, state and federal building, labor, sanitary, health and safety laws, ordinances, rules and regulations as currently adopted or enforced, including Part 1 & 2 of Title 24, Calif. Code of Regulation and the International Building Code, International Fire Code, latest edition; Uniform Mechanical Code, latest edition; National Electrical Code, latest edition;; and the Uniform Plumbing Code, latest edition. The Project shall also comply with the Americans with Disabilities Act, and the latest editions of associated regulations; a copy of Title 24, CCR and the current California Building Code shall be made available at the job site at all times by the Contractor. Such laws and regulations shall be considered a part of the Contract Documents the same as if set forth herein full, and all work hereunder shall be executed in accordance therewith.
- B. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, the Safety Orders of the Division of Industrial Safety, the National Electric Code, the Uniform Plumbing & Mechanical Codes published by the International Association of Plumbing and Mechanical Officials, and other applicable state laws or regulation including all of Title 24, Calif. Code of Regulation. Nothing in these plans or specifications is to be construed to permit work not conforming to these codes.

- C. The Contractor shall be familiar with the various Federal, State and Local laws affecting public work, especially, but not limited to, those laws relating to hours of employment, minimum wage rates, payment of wages, sanitary and safety conditions for workmen, workmen's compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative-action programs. Contractor is advised that this is a Public Project which may be paid for, in whole or in part, by Federal, State and/or local funds. Contractor shall comply with applicable regulations and hold harmless the County for the Contractor's failure to comply. The identification or listing of certain of those laws, ordinances, rules and regulations in the Contract Documents does not excuse the Contractor from complying with other statutory requirements or provisions which are not set forth in these Contract Documents.

GC 34. PERMITS AND LICENSES

- A. Unless otherwise provided in the Contract Documents, the Owner shall give all notices and procure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract.
- B. The Contractor shall obtain and pay fees for Encroachment Permits from the Local Municipality, County of Humboldt, and CalTrans as needed.
- C. LICENSES: Professional, trade, business and other licenses required by state statute or local government are entirely the responsibility of the Contractor and subcontractors, and shall be prerequisite to submitting a bid proposal or performing work on the Project.
- D. PERMITS:
1. Permits shall also include any cash deposits, returnable or otherwise, required by authorities having legal jurisdiction to make such demands;
  2. Owner reserves the right to cancel and declare null and void the Contract should any legal permit be refused or not issued for any reason;
  3. Due to cancellation for said reasons, Owner will not consider any claims by Contractor for loss of anticipated profits; or for work performed or materials procured prior to obtaining all permits required herein.
- E. Contractor shall procure and deliver to the Construction Administrator in forms prescribed and complete with dates and authorized signatures, all certificates of inspection, testing or approvals required of or by State or Civil authorities having legal jurisdiction or any public authority bearing on the performance of the Work.
- E. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

GC 35. TEMPORARY FACILITIES

- A. The Contractor shall provide and maintain a temporary field base of operation on the sites. Said base of operation shall be for the exclusive use of the Contractor; and shall be wind and weatherproof, furnished with sufficient lighting to permit reading of blueprints. A complete set of Plans and Specifications shall be kept continuously at each site. When vacated, said structure shall be removed and the work in that area completed in accordance with the Contract requirements. Based on need, Contractor shall maintain and pay for all utilities and fuels; shall provide maintenance and other services necessary for proper use and operation; and comply with related provisions as specified.

- B. The Contractor shall maintain a viable communications system at each site acceptable to the Owner's Representative, and shall maintain the same until the final completion of the Contract and the acceptance of the Work. The Construction Administrator, Owner's Representative, Engineer and Project Inspector shall have free and unrestricted use of this communications system for all purposes in conjunction with the Work.
- C. The Contractor shall provide water closets and urinals for use by its employees and subcontractors and their employees, and in no case shall the permanent plumbing fixtures of buildings on the site be used for this purpose without the written consent of the Owner's Representative.
- D. The Contractor and each subcontractor shall furnish, at their own expense, all tools, equipment, appliances, materials, scaffolding or other means necessary for the entire completion of the Work; and shall be responsible for the care and guarding of same.
- E. The Contractor and each subcontractor shall erect and maintain where necessary to the progress and completion of the Work, all exterior and interior scaffolding which shall be erected in accordance with the safety rules of the State of California; and use of which shall be unrestricted for all persons performing work on the Project.
- F. The Contractor shall pay the cost of all water, gas and electricity used by its employees or subcontractors during the process of the Work, or as required for temporary services or tests and inspections.
- G. Also refer to Division 01, General Requirements Sections.

GC 36. LIABILITY FOR ACCIDENTS

- A. The Contractor shall be liable for any and all loss, accident, neglect, injury, or damage to person, life or property which may be the result of or may be caused by its building operations or its execution of this Contract, and for which the Owner might be held liable; and shall protect and indemnify the Owner, the Owner's Representative, the Construction Administrator, the Project Inspector, the Engineer, and/or any officer, agent or employee of the Owner and hold them harmless in every way from all claims and from all suits or actions at law for damage or injury to persons, life or property that may arise or be occasioned in any way because of its building operations or its execution of this Contract.
- B. Safety Precautions and Programs:
  - 1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- C. The Contractor shall assume the full responsibility for personnel safety on the Project and the means and methods of construction that pertain to personnel safety. Contractor is responsible that such means and methods of construction are adequate to provide safety to all personnel while accomplishing all requirements and standards of the Contract Documents. The Owner, Engineer, Construction Administrator, Project Inspector and/or their representatives have no obligation, responsibility, or jurisdiction over safety or means and methods of construction that pertain to personnel safety on the Project.

GC 37. ACCIDENT PREVENTION

- A. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and any other necessary construction required to secure safety of life or property; and shall maintain during all night hours sufficient lights to prevent accidents or damage to life or property.

- B. No earth, building, temporary or other structure shall be loaded, used or stressed so as to endanger its safety.
- C. In the event of an emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Claims by Contractor on account of alleged emergency actions shall be filed in writing with the Owner's Representative.

GC 38. EXISTING PREMISES AND IMPROVEMENTS

- A. The Contractor shall care for, preserve and protect existing structures, utilities and other features, fixtures or improvements at the premises, including adjacent or co-terminus properties which are not required to be removed or altered by reason of work under this Contract; and shall, likewise, care for and protect work or improvements newly placed or recently installed at the premises. Any part or portion of said existing or newly placed improvements which are removed, damaged or disturbed because of this work, shall be replaced, cleaned or otherwise returned to the original condition entirely at the expense of the Contractor.
- B. The removal and/or replacing of any existing structure, pipe, conduit, pavement or other existing improvement necessary for the proper completion of any work under the Contract shall be performed by the Contractor, and no claim for extra work shall be made on account of such removal and replacement.
- C. In case it shall be necessary to remove any telephone, telegraph or electrical power transmission poles, water pipes, electrical conduits, or underground structures of any character, or any portion thereof, the Owner or its agents shall be notified by the Contractor and the Contractor shall make the necessary arrangements for such removal. The right is reserved to the Owner and to gas, water, telephone, telegraph and electrical power transmission companies to enter upon the Work for purpose of making repairs and changes that have become necessary by reason of work related to the Project.
- D. The Contractor shall thoroughly investigate all existing poles, wires, pipes and conduits above and below ground and shall provide for the maintenance or replacing of same, in good condition and at no expense to the Owner. Any necessary new or additional pipe or materials shall be furnished by the Contractor at its expense.
- E. At the completion of the Work, the Contractor shall furnish the Owner's Representative with a written certificate from the owner of each and all conduits, pipes or structures to the effect that such replacements and maintenance have been satisfactorily performed.
- F. The Contractor shall amply protect all work or improvements, set in the building or at the premises, against any possible damage; and shall furnish all necessary building paper, rough boarding or other means or materials necessary therefore.
- G. Also refer to Division 01, General Requirements Sections.

GC 39. USE OF PREMISES AND CLEAN-UP

- A. During the progress of the Work, materials shall be neatly stacked at such points so as not to interfere with site access and shall be properly cared for and protected against damage by weather or other causes. Project staging and parking area are defined in the plans.
- B. In the case where there are several contractors operating at one time, arrangements must be made to allow the joint use of storage space so as to prevent delays in the Work and unnecessary inconveniences.
- C. At the end of each working day, or as directed by the Owner's Representative, Construction Administrator, Project Inspector or Engineer, the Contractor shall clean the building, premises,

streets and adjacent properties of accumulated rubbish, debris, unnecessary appliances or any unused material which may constitute an obstruction to the progress or completion of the Work, whether the same was caused by its work or by the work of other crafts. Failure by the Contractor to maintain the site and building premises in a safe and clean condition will be considered a breach of contract and Contractor agrees to pay Owner for costs to have site cleaned and deduct said costs from any money due the Contractor under the contract.

- D. At the completion of the Work, and as one of the requisites thereof, the Contractor shall remove any and all tools, construction equipment, machinery, surplus materials, appliances, rubbish, packing, debris or other extraneous matter of any kind from the building, premises, sidewalks, streets or adjacent premises; Contractor shall go over all of its work and put the same in perfect order and condition and in strict accordance with the terms of the Contract; and shall repair or replace all damaged, broken or stained parts of its work, whether so injured by its workmen or others.
- E. No advertising signs of any kind shall be displayed on the building, premises, fences, offices or elsewhere upon the job, except the Project sign as called for in the specifications.
- F. At the completion of each phase of work of each kind of work or activity, the areas so used or involved shall be left in a "broom clean" condition daily unless otherwise more particularly required.

GC 40. DIRECTION OF THE WORK

- A. The Contractor shall do all of the Work and furnish all labor, materials, tools, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation. Until the completion and final acceptance by the Owner of all of the Work under and implied by the Contract Documents, the Work shall be under the responsible care and charge of the Contractor. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs occasioned or rendered necessary or caused of any nature whatsoever, excepting only acts of God not covered by the all-risk insurance policy called for in Article GC 4 and no other, to all or any portions of the Work except as otherwise expressly stipulated. Construction activities at the site shall be as required by the Contractor to complete the Project by the prescribed completion date. Contractor must comply with Noise Abatement Provisions required in other parts of the Plans and Specifications.
- B. The Contractor shall have control or charge over its subcontractors; shall be responsible to the Owner for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor, and for all orders or instructions from the Owner, Owner's Representative or the Engineer. It shall be the Contractor's duty to see that all of the subcontractors commence their work properly at the proper time and carry it on with due diligence as not to cause delay or injury either to work or materials; and that all damage caused by them or their workmen be properly made good by them or by himself at no cost to the Owner.
- C. The Contractor shall keep on the work site at all times and until the acceptance certificate is issued, a competent Project Manager and Project Superintendent for the purpose of receiving and executing without delay any orders in keeping with the terms of the Contract issued by the Owner, Owner's Representative or Engineer. This Superintendent shall have charge of Plans and Specifications kept on the job; shall be instructed to be familiarized closely with all the provisions of the Plans and Specifications and to follow them in a precise manner.

- D. If at any time the Superintendent or workman who shall be employed by the Contractor or any of its subcontractors shall be declared by the Owner's Representative to be incompetent or unfaithful in executing the Work, then the Contractor upon receiving written notice shall, forthwith, dismiss such person and shall not again employ him on any part of the Work.
- E. Contractor shall supervise and direct the Work using its best skill and attention, and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract; except that said responsibilities shall not be construed to permit use of any material, process, method or means if they are deemed unsuitable by Owner's Representative.
- F. Processing of Change Orders, Cost Proposals and like administrative matters, shall follow the procedures established and approved by the Owner at commencement of work under the Contract. Change orders and other forms shall be as approved by the Owner's Representative or otherwise required or directed by Owner. Refer to GC 12.
- G. Review of Contract Documents: The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer and the Owner's Representative any conflict, error, inconsistency or omission Contractor may discover. Refer to GC 11 A.
- H. The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's Representative or Construction Administrator in their administration of the Contract, or by inspections, tests or approvals required or performed under GC 31, by person other than the Contractor. The right of general supervision by the Owner shall not make the Contractor an agent or employee of the Owner, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the Work shall not be lessened because of such general supervision.
- I. Construction Progress Schedule:  
In addition to the requirements herein regarding schedules, Contractor shall comply with all scheduling requirements of the Contract Documents, including, without limitation, Section 01 32 16, Construction Schedules.
1. The Contractor shall prepare and submit via the Construction Administrator to the Owner's Representative with copy to the Engineer and the Project Inspector the Contractor's Initial Construction Schedule within ten (10) calendar days after date on the Notice to Proceed. The Contractor's Initial Construction Schedule shall be comprised of either a Simple Gantt Chart, if the contract value is less than one million dollars (\$1,000,000), or a Critical Path Method network, if the contract value is one million dollars (\$1,000,000) or more. The Contractor's Initial Construction Schedule shall show the dates on which each part or division of the Work is expected to be started and completed, and shall show all submittals associated with each work activity, allowing a minimum of twenty one (21) calendar days (per GC 16 F) for the Engineer's review of each submittal unless a longer period of time is specified elsewhere in these Contract Documents. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that, in the sole judgment of the Owner, it provides an appropriate basis for monitoring and evaluating the progress of the Work. The schedule shall show the interdependence of each activity and a single critical path. The Contractor shall also submit a separate progress schedule listing all submittals required under the contract and when it is anticipated that each submittal will be submitted.
  2. The Contractor's Initial Construction Schedule shall show the sequence, duration in calendar days, and interdependence of activities required for the complete performance of all work. The Contractor's Initial Construction Schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of final completion.
  3. Float, slack time, or contingency within the schedule (i.e., the difference in time between the Project's early completion date and the required contract completion date), and total float within the overall schedule, is not for the exclusive use of either the Owner or the

- Contractor, but is jointly owned by both and is a resource available to and shared by both Owner and Contractor as needed to meet contract milestones and the contract completion date.
4. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract completion date. Since float time within the construction schedule is jointly owned, it is acknowledged that Owner caused delays on the Project may be offset by Owner caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all Owner caused time savings are exceeded and the contract completion date is also exceeded.
  5. Comments made by the Owner on the Contractor's Initial Construction Schedule during review will not relieve the Contractor from compliance with the requirements of the contract documents. The review is only for general conformance with the scheduling requirements of the contract documents. Upon the Owner's request, the Contractor shall participate in the review of the Contractor's Initial Construction Schedule submissions (including the original submittal, all update submittals, and any re-submittals). The Owner may request the participation of subcontractor in these reviews, as determined necessary by the Owner. All revisions shall be resubmitted within fifteen (15) calendar days after the Owner's review.
  6. The submittal of a fully revised and acceptable Contractor's Initial Construction Schedule shall be a condition precedent to the processing of the first monthly payment application.
  7. On any project with a construction value equal to or greater than one million dollars (\$1,000,000), the Contractor must submit a Critical Path Method (CPM) network. The network shall provide a workable plan for monitoring the progress of all the elements of the Work, establish and clearly display the critical elements of the Work, forecast completion of the construction, and match the contract duration in time. Exclusive of those activities for submittal review and material fabrication and delivery, activity duration shall not be less than one (1) nor more than thirty (30) calendar days, unless otherwise approved by the Owner. In addition to the detailed network diagram, the Contractor shall submit the following reports with the original submittal and all updates and revisions:
    - a. Predecessor/Successor Report or a list showing the predecessor activities and successor activities for each activity in the schedule.
    - b. Activity Report sorted by early start or a list showing each activity in the schedule, arranged by early start dates.
  8. Regardless of which schedule method the Contractor elects to use in formulating the Contractor's construction schedule, and unless the Owner's Representative in writing each month, specifically waives this requirement, an updated construction schedule shall be submitted to the Owner's Representative five (5) days prior to the submittal of the Contractor's monthly payment request. The submittal of the updated construction schedule which satisfies the requirements of the Contract Documents accurately reflects the status of the Work, and incorporates all changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. Updated schedules shall also be submitted at such other times as the Owner may direct. Upon approval of a change order or issuance of a direction to proceed with a change, the approved change shall be reflected in the next schedule update submittal by the Contractor, or other update submittal approved by the Owner.
  9. If completion of any part of the Work, the delivery of equipment or materials, or submittal of the Contractor submittals is behind the updated construction schedule and will impact the end date of the Work past the contract completion date, the Contractor shall submit in writing, a plan acceptable to the Owner for completing the Work on or before the current contract completion date.
  10. No time extensions shall be granted nor delay damages paid unless the delay can be clearly demonstrated by the Contractor on the basis of the updated construction schedule current as of the month the change is issued or the delay occurred and which delay cannot



be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other means. Contractor shall submit all disputes or claims under the provisions of GC 51, Claims Procedure, otherwise it shall be waived.

11. As a condition precedent to the release of retained funds, the Contractor shall, after completion of the Work has been achieved, submit a final Contractor's construction schedule which accurately reflects the manner in which the Project was constructed and includes actual start and completion dates for all work activities on the construction schedule.
- J. The Contractor shall forward all communications to the Owner, Project Inspector, Owner's Representative and Engineer through the Construction Administrator.
- K. The Contractor shall keep an extra set of Plans and Specifications at the Project site at all times. The Contractor shall identify and dimension upon these Plans the exact locations of all pipes and conduits, and all changes in construction and details, and identify in these Specifications all changes in materials and equipment. Refer to Sections 01 77 00, Closeout Procedures and 01 78 39, Project Record Documents for requirements. The as-built Plans and Specifications shall be current (up-to-date) to qualify for payment and subject to verification by the Construction Administrator, Project Inspector, Engineer or Owner's Representative. Upon completion of the Work, the Contractor shall provide these as-built Plans and Specifications for review by the Construction Administrator, Project Inspector, Engineer or Owner's Representative prior to the final payment. The as-built Plans and Specifications shall be neatly drafted, printed on vellum and submitted as a CAD .dwg file. The requirements set forth herein are in addition to, and complementary of, the requirements set for in Section 01 77 00, Closeout Procedures and Section 01 78 39, Project Record Documents.

GC 41. CUTTING, FITTING AND PATCHING

- A. The Contractor shall do all cutting, fitting and patching of work that may be required to make its several parts come together properly, and prepare it to join or be joined by the work of other contractors; and Contractor shall make good after them.
- B. The Contractor shall not endanger any work by cutting, digging or otherwise; and shall not cut or alter the work of any other contractor without the written consent of the Engineer; and shall not cut a beam, timber or support of any kind without the consent of the Engineer. Under no circumstances shall any principal brace, timber, truss, support or other structural member be cut or structurally weakened in any way.
- C. Where the construction is required to join with or match existing work, it shall be finished exactly similar to that work so as to form complete, unified and finished work.
- D. Contractor shall be responsible for and particularly supervise each and every operation and all work which in any way may affect the structural integrity of the various works, including below, on, or above grade structures, and whether for temporary or permanent work.
- E. Any cost for repairs or restoration caused by cutting, digging or otherwise due to ill-timed or defective work shall be borne by the Contractor.
- F. Also refer to Division 01, General Requirements Sections.

GC 42. RIGHT TO OCCUPY OR USE

- A. The Owner reserves the right to occupy or use any part or parts, or the entirety of the building and/or grounds when the Owner deems the same may be safe for use or occupancy.
- B. The exercising of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in any way affect the dates and times when payments shall become due from

the Owner to the Contractor, nor shall it in any way prejudice the Owner's right under the Contract or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the work contracted for shall be duly and properly performed and accepted by the Board of Supervisors.

- C. When any part or portion of the Project is to be used or occupied by Owner in advance of final completion and acceptance, and when duly notified by Owner's Representative, the Contractor shall arrange for completion of said portions of the Work the same as required under the Documents for the whole Work, including cleaning and other readying by the date stipulated with such notice.
- D. Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from Owner's occupancy.
- E. Occupancy by Owner shall not be deemed to constitute a waiver of existing claims on behalf of Owner or Contractor against each other.
- F. Use and occupancy by Owner prior to Project acceptance shall not relieve Contractor's responsibility to maintain all insurance and bonds required of Contractor under the Contract until the entire Project is completed and accepted by Owner.
- G. If after written notification by the Owner of the intent to occupy, the Contractor feels that such occupancy will delay progress of the Work or will cause additional expense to the Contractor, Contractor may file a request for an equitable adjustment in Contract Price or Time of Completion, or both, with the Owner's Representative. If the Owner's Representative agrees he will either prepare a written change order for the Owner to sign or advise the Owner to delay occupancy.

GC 43. CHANGE OF CONTRACT TIME & LIQUIDATED DAMAGES

- A. Change by Change Order. The Contract Time may only be changed by change order. A request for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the request to County promptly after the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered to County and shall be accompanied by the written statement that the adjustment requested is the entire adjustment to which the requesting party has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.
- B. Contract Time may be extended. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if the request is made therefor as provided in this article. Such delays shall include, but not be limited to, acts of neglect by County or others performing additional work, or to fires, floods, labor disputes, epidemics, pandemics, abnormal weather conditions or acts of God.
- C. Delay and price change. All time limits stated in the contract documents are of the essence. There shall be no adjustment of Contract Price due to delays for fires, floods, labor disputes, epidemics, pandemics, abnormal weather conditions or acts of God. This provision shall not exclude recovery for damages (including but not limited to fees and charges of engineers, Engineers, attorneys and other professionals and court costs) for delay by either party.
- D. Delays in completion of work:
  - 1. Notice of delays. Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, Contractor shall notify County in writing of the probability of the occurrence of such delay and its cause in order that County may take immediate steps to prevent, if possible, the occurrence or continuance of the delay or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the

prosecution and completion of the Work have been avoidable delays, except such delays as shall have been called to the attention of County at the time of their occurrence and found by County to have been unavoidable. The Contractor shall make no requests for extensions of time as to delay not called to the attention of County at the time of its occurrence.

2. Avoidable delays. Avoidable delays in the prosecution or completion of the Work shall include all delays which in the opinion of County would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or Contractor's subcontractors.
3. Unavoidable delays. Unavoidable delays in the prosecution or completion of the Work shall include all delays which, in the opinion of County, result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or the subcontractors and/or any suppliers. Delay in completion due to contract modifications ordered by County and unforeseeable delays in the completion of work or interference by other contractors employed by County will be considered unavoidable delays insofar as they interfere with the Contractor's completion of the Work.

E. Extension of time:

1. Avoidable delays. In case the Work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with liquidated damages provision. The Owner, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in County's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs but will not be assessed damages for the delay.
2. Unavoidable delays. For delays which County considers to be unavoidable, the Contractor shall, pursuant to Contractor's application, be allowed an extension of time beyond the time herein set forth, proportional to such delay or delays, in which to complete the contract. During such extension of time, neither extra compensation for engineering and inspection provided nor damages for delay will be charged to the Contractor.
3. Liquidated damages. County and Contractor recognize that time is of the essence and that County will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with this contract. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, and due to impracticality and difficulty of ascertaining exact damages caused by delay, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County that amount set forth in the Contract, or if no such amount is specified, then one-half of one percent of the total Contract Price for each day that expires after the time specified above for completion. In case of joint responsibility for delay in the final completion of the Work, where two or more separate contracts are in force at the same time and cover work at the same site, liquidated damages assessed against any one Contractor will be based upon the individual responsibility of that Contractor for the delay as determined by, and in the judgment of, County. County shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this contract within the time stipulated. County has determined and the Contractor acknowledges that the liquidated damages as established herein are governed by the provisions of Government Code § 53069.85 and are predicated upon the reasonable damages accruing to County stemming from any delay in the completion of this Project.

GC 44. HOURS OF WORK

- A. The time of service of any labor, workman or mechanic employed upon any of the work herein specified, shall be limited and restricted to that allowed by law, and no laborer, workman or mechanic employed upon said work herein specified shall be required or permitted to labor more

than that allowed by law, except in cases of extraordinary emergency caused by fire, military or naval defenses or works in time of war.

- B. Within thirty (30) calendar days after any workman is permitted to work over that allowed by law in any one calendar day due to such an extraordinary emergency, the Contractor shall file with the Owner a verified report setting forth the nature of the said emergency, which shall contain the name of said workman and the hours worked by them on said particular day; and failure to file said report within the said thirty day period shall be prima facie evidence that no extraordinary emergency existed.
- C. The Contractor and each subcontractor shall keep an accurate record showing the name of and actual hours worked by each worker employed by said Contractor and subcontractor in connection with the work contemplated by this agreement. The record shall be kept open at all reasonable hours to inspection by the Owner or its officers or agents and by the Division of Labor Law Enforcement of the Department of Industrial Relations.
- D. The Contractor shall forfeit as a penalty to the Owner twenty-five dollars (\$25) for each laborer, workman or mechanic employed in the execution of this Contract by it or by any subcontractor under it, upon any public work herein specified for (a.) each calendar day during which any laborer, workman or mechanic is required or permitted to labor more than that allowed by law; or (b.) each calendar week during which any laborer, workman or mechanic is required or permitted to labor more than that allowed by law of the Labor Code of the State of California. Said sums and amounts which shall have been so forfeited pursuant to the herein paragraph and said provisions of said Labor Code shall be withheld and retained from payments due to the Contractor under this Contract, pursuant to this Contract, and the terms of said Labor Code. ;

GC 45. PREVAILING WAGE RATES & PAYROLL RECORDS

Contractor shall comply with all requirements of Federal and California law with respect to labor relations, including without limitation, as to the payment of prevailing wages, working hours, payroll records and apprentices. To the extent that there is anything in this Agreement in conflict with or inconsistent with Federal or California law, such law shall govern and control.

A. Prevailing Wage Rates

- 1. Pursuant to section 1770 and following of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file at Humboldt County Public Works, 1106 Second Street, Eureka, CA 95501, Phone (707) 445-7493 and are available to interested parties on request and by reference are incorporated herein and made a part hereof. Contractor will maintain a copy of prevailing rates and wages on the job site during the contract period.
- 2. It shall be mandatory upon the Contractor and upon any subcontractor under it, to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Contractor shall, as a penalty to the Owner, forfeit not more than \$200 for each calendar day, or portion thereof, for paying less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor under it; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

3. In case it becomes necessary for the Contractor or any subcontractor to employ on the Project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Owner, who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment. Each contractor shall file a certified copy of the payroll records with the entity that requested the records within ten (10) days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Owner, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract for performing the contract shall not be marked or obliterated.
  5. The Contractor shall inform the Owner of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address.
  6. The Contractor shall be responsible for compliance with this section.
- B. Payroll Records. The Contractor agrees to comply with all requirements of Section 1776 of the Labor Code, including, without limitation, the following:
1. The Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work. Each payroll record shall be verified by written declaration, under penalty of perjury, stating both the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of sections 1771, 1811 and 1815 of Labor Code for any work performed by its employees on the Project.
  2. The above-referenced payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his/her authorized representative on request;
    - b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the Owner or the Division of Labor Standards Enforcement.
    - c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Owner or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, pursuant to paragraph b. above, the requesting party shall, prior to being provided the records, reimburse the cost of the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- C. Pursuant to Section 1771.1(a) of the California Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Sections 1770 et seq. of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of Section 1771.1(a) for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

GC 46. TAXES

- A. Any federal, state or city tax, including sales, excise, use and other taxes payable on articles furnished by the Contractor under the Contract shall be included in the Contract Price and paid for by the Contractor.

GC 47. SUBCONTRACTORS

- A. In accordance with the provisions of Section 4100 et seq, of the Public Contract Code of the State of California, each bidder for the Work herein specified shall set forth in its Bid Proposal the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvements in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total Base Bid; and the portion of the Work which will be done by each subcontractor if the Contract or said work is awarded to said Bidder.
- B. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work to be performed on the Contract in excess of one-half of one percent of the Contractor's total Bid, Contractor agrees to perform such portion himself and, if Contractor's Bid is accepted, Contractor shall not be permitted to subcontract that portion of the Work.
- C. Should the Contractor violate any provision of the subletting and subcontracting Fair Practices Act, the Contractor will be deemed in violation of the contract and the Owner may at its option, (1) cancel the Contract. (2) assess upon the Contractor a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved.
- D. Prior to the award of the Contract, the Owner's Representative shall notify the successful bidder in writing if the Owner, after due investigation, has reasonable objection to any person or organization on the required list of subcontractors.
- E. The Contractor shall not contract with any subcontractor or any person or organization for any portion of the Work who has not been accepted by the Owner. The Contractor will not be required to contract with any subcontractor or person or organization against whom Contractor has a reasonable objection.
- F. If after the award of the contract, the Owner refuses to accept any person or organization on the required list of subcontractors, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued; however, no increase in the Contract Price shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- G. After the award, the Contractor shall resubmit the list of subcontractors, corrected or modified as may be necessary as directed by the Owner.
- H. Subcontracting
1. Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between Owner and any subcontractor. The Divisions or Sections of the Specifications, and the divisioning of the Drawings are not intended to control the Contractor in dividing the Work among subcontractors or to limit the Work performed by any trade.
  2. The Owner, Owner's Representative or Engineer will not undertake to settle any differences between the Contractor and its subcontractors or between subcontractors.
  3. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work: (a) to bind subcontractors to the Contractor to the terms of the Contract and these General Conditions and other Contract Documents insofar as applicable to the work of subcontractors; (b) to require subcontractors to assume towards Contractor all the

obligations and responsibilities which Contractor, by these Contract Documents, assumes toward Owner; (c) that requires subcontractor to agree to an assignment of the subcontract to the Owner and/or to any third party as designated by the Owner in its sole discretion, including without limitation, a replacement contractor; and (d) to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. The Contractor shall make available to each proposed subcontractor prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this paragraph and identify to the subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

4. Each subcontractor shall be required to:
    - a. Enter into a written contract with Contractor acknowledging that no employee/employer relationship exists between Contractor and subcontractor and that no Workers' Compensation, unemployment benefits, or other personnel benefits are required by or available to subcontractor through Contractor or County.
    - b. Hold harmless and to indemnify, defend and save harmless Contractor and County and its Board Members, officers and officials, Owner's Representative, Construction Administrator, Project Inspector, and the Engineer and their agents, employees and volunteers, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material suppliers, laborers, and any other person, firm or corporation who may be injured or damaged by subcontractor in the performance of this Agreement.
  5. The Contractor shall:
    1. Schedule and coordinate the work of all subcontractors;
    2. Instruct all subcontractors to consult with other subcontractors to ascertain the locations of their various materials including stored materials and to familiarize themselves with their own material locations, making such changes as required to obtain the best results;
    3. Instruct all subcontractors to schedule their work and cooperate with the other subcontractors to avoid delays, interferences, and unnecessary work, to conform to the schedule of operations as indicated in the progress schedule, and make installations when and where directed;
    4. Require subcontractors to make all necessary changes, including removing and reinstalling of materials, at their sole expense if they fail to check with other subcontractors, and their installed work is later found to interfere with work of other subcontractors; and
    5. Follow up to ensure that all subcontractors install their work when and where directed, and in accordance with the Contract Documents.
- I. Payments to Subcontractors:
1. Contractor shall pay each subcontractor or supplier upon receipt of payment from Owner, an amount equal to the percentage of completion allowed to Contractor on account of such work performed or material supplied. Contractor shall also require each subcontractor to make similar payments to its subcontractors or suppliers.
  2. Contractor shall pay each subcontractor a just share of any insurance monies received by Contractor when and as applicable, and Contractor shall require each subcontractor to make similar payments to their subcontractors or suppliers.
  3. The Owner's Representative may, on request and at its discretion, furnish to any subcontractor, if practicable, information regarding percentages of completion certified to the Owner on account of work done under the Contract.
  4. Neither Owner, Owner's Representative or Engineer shall have any obligation to see to the payment of any monies to any subcontractor except as may otherwise be required by law.

GC 48. RECORDS, ACCOUNTS AND SEGREGATED PRICES

- A. The Contractor must maintain all books, records, documents, and other evidence directly pertinent to the performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The Contractor must also maintain all financial information and data used by the Contractor in the preparation or support of any cost application, or other request for equitable adjustment. Owner and its representatives will have access upon 24 hours advanced written notice, at all times during normal business hours, to all Contractor's books, summary reports, records, accounts, estimates, documents, detailed financial information, certified payroll records, and all other relevant information and documentation for the purposes of inspection, audit, and copying. The Contractor will, at no cost to Owner, provide proper facilities for such access, inspection and copying purposes.

Contractor shall prepare a detailed daily report in a format and containing substance subject to Owner's approval, which shall record, at a minimum, the daily work performed, the names of the trades (subcontractors) performing work and the quantity of workers for each trade, the work performed, materials delivered, equipment stored on site, weather, inspections and tests performed (and their results) and factual information sufficient to detail the daily events. All such reports shall be signed by Contractor's representative and delivered, on a weekly basis, to Owner. The Contractor shall include in the daily report information that identifies any impacts to Contractor's (including all subcontractors') activities and their productivity that Contractor contends or observes is due to conduct for which the Owner is believed to be responsible. The absence of any such notice will be understood by Owner to be an acknowledgement that Owner did not cause or contribute to any delays or impacts to the Project. Preparing and providing such daily reports is not a substitution for, or in place of the requirements of, or Contractor's obligations under, the Contract Documents.

- B. Contractor agrees to include and make the requirements of this section applicable to all subcontracts, of any tier, or purchase orders in excess of \$10,000, at any tier.
- C. If required for convenience of Owner's accounting, Contractor shall furnish segregated prices for various other portions of the Work. These segregated prices shall be in addition to or separate from the required Schedule of Values.
- D. Records must be maintained and made available during the performance of work and for five (5) years after final payment, and until final settlement of all disputes, claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Agreement, to any change order, to any dispute, to any litigation, to the settlement of any claim arising out of such performance, or to the cost or items to which an audit exception has been taken, must be maintained and made available until final payment or final resolution of such dispute, litigation, claim, or exception, whichever occurs later.
- E. The right of access provisions of this section applies to all financial records pertaining to this Agreement:
- (1) to the extent the records pertain directly to Contract performance under the Agreement;
  - (2) to the extent required for verification of the costs incurred where such costs are the basis for billings pursuant to this Agreement including Change Orders;
  - (3) to the extent there is any indication of violation of the California False Claims statute or that fraud, gross abuse, or corrupt practices may be involved;
  - (4) if the Agreement is terminated for default or convenience.

GC 49. LIABILITY FOR TREES

- A. In case of damage to or loss of trees due to carelessness or lack of sufficient protective measures specified, Contractor shall forfeit an amount as agreed to following the assessment and determination of replacement cost by an independent professional arborist.



GC 50. LIABILITY FOR SURVEY MARKS

- A. In case of damage to, disturbance or removal of survey marks, field markers, monuments, or other survey or layout devices due to carelessness or lack of sufficient protective means, the party responsible for such damage, disturbance or removal shall be liable for the expense to have them replaced and reset pursuant to Section 8771 of the California Business and Professions Code.

GC 51. CLAIMS PROCEDURES

A. Notice of Potential Claim (NOPC)

1. The Contractor is not entitled to additional compensation for any cause, including a disagreement, protest, or change, an act or failure to act by the County, or the happening of an event, thing or occurrence, unless the Contractor has given the County advance written notice of potential claim (NOPC). The NOPC must clearly describe the nature, circumstances, and basis of the potential claim, and must explain the reasons that the Contractor believes additional compensation and/or time will or may be due, the nature of the costs and/or time involved, the amount of the potential claim, a request for equitable adjustment, and written and verifiable documentation and support. The nature, circumstances, basis, and reasons must remain consistent.
2. Except as otherwise required in the Contract Documents, the Contractor must promptly provide an NOPC to the County upon discovery of concealed or unknown conditions or a disagreement, protest, situation, event, or occurrence that may result in a claim. This notice must be submitted no more than 7 Calendar Days after the discovery or occurrence of an event that may be the basis for a claim for additional compensation or time; failure to do so waives the claim.
3. If costs or time cannot be reasonably determined at the time the NOPC is provided, the NOPC must be amended to include quantified cost and time impacts within 30 Calendar Days after work has ceased on the event that prompted the NOPC; failure to do so waives the claim. For NOPC events that extend more than 30 Calendar Days the Contractor must provide a monthly accounting of ongoing costs and time impacts by the 5th day of the succeeding month; failure to do so waives the claim.

B. Duty to Mitigate Damages

1. The Contractor is required to take all reasonable and practical efforts to mitigate the damaging effects of a potential current or future claim it perceives as a result of an act or failure to act on the part of the County, or as a result of an event, thing or occurrence. Written notice by the Contractor of a potential claim does not excuse the Contractor from pursuing the mitigation of a claim in good faith and with due diligence. Where possible, or if directed by the County, the Contractor must be prepared to discuss various methods of mitigation with the County prior to actual mitigation.
2. The obligation to minimize foreseeable damages requires that the Contractor use reasonable care and diligence to prevent an unwarranted incurrence of damages from a delay caused by the other party or an unforeseen event. In evaluating a delay, if, in the opinion of the County, the delay could have been avoided by due care of the Contractor, the Contractor is responsible for the additional costs attributed to the failure to mitigate.

- C. Contractor's surety or sureties shall be bound by any award or judgment rendered in any proceeding arising from the Project or undertaken in accordance with the Contract Documents. Further, Contractor's surety or sureties shall be bound by and subject to the dispute resolution provisions set forth herein, and Contractor's surety or sureties shall, at the request of County (or Contractor), participate in any dispute resolution proceedings, including mediation or litigation, that occur pursuant to the Contract Documents.

- D. The County and Contractor intend that differences between the County and Contractor, arising under the Agreement, be brought to the attention of the County at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The County and Contractor agree to initially strive to resolve all disputes amicably and in an informal manner. If the dispute resolution involves a change in the Contract work, increase or decrease in the compensation due the contractor, or adjustment in the time of completion of the Work, then the informal dispute resolution shall be confirmed by a Change Order pursuant to the Contract Documents. Informal discussions or negotiations with the County or its representatives concerning informal resolution of a dispute shall not toll or suspend the claim filing and other deadlines provided below, unless so provided by the County in writing. Contractor, and Contractor's surety or sureties, shall be bound by and subject to the dispute resolution provisions as set forth herein, and Contractor's surety or sureties shall, at the request of the County (or Contractor), participate in any dispute resolution proceedings, including mediation, arbitration or litigation that may occur pursuant to the Contract Documents.

Nothing set forth herein constitutes a waiver of the government claim filing requirements pursuant to Title 1, Division 3.6 of the California Government Code or otherwise set forth in local, state and federal law.

- E. Contractor shall not be entitled to any additional time to complete work or to the payment of any additional compensation for claimed extra work (or otherwise on account of any claim, cause, act, failure to act, or happening of any event or occurrence) unless the County has issued a Change Order pursuant to the Contract Documents, or a Claim has been timely filed and approved pursuant to the Contract Documents. If the Contractor fails to timely file a written Claim in accordance with the Contract Documents, then the Contractor shall be deemed to have waived any right or remedy to thereafter pursue the claim against the County in any administrative, arbitration or litigation proceeding.

- F. For purposes of this section:

1. "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
  - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the County under the Contract for the Project.
  - b. Payment by the County of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract for the Project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
  - c. Payment of an amount that is disputed by the County.
2. "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who has entered into a direct contract with the County for the Project.
3. "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who either is in direct contract with a Contractor or is a lower tier subcontractor.

- G. Requirements for Filing of Contract Claim; Contents; Filing Deadline

1. Contents. The Contractor may file a "Contract Claim" with the County. A Contract Claim must (a) be in writing; (b) be labeled or clearly indicated as a claim under the Agreement; (c) set forth in detail the reasons why the Contractor believes additional compensation or a time extension is or may be due, the nature of the costs involved, and, insofar as possible, the amount of the Claim; (d) include (or reference earlier provided) documents that support and substantiate the Claim; and (e) include the following certification, properly completed and executed by Contractor or any officer of Contractor:

I, \_\_\_\_\_, BEING THE \_\_\_\_\_ (must be an owner or officer) OF \_\_\_\_\_ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND I DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT AND/OR CONTRACT TIME EXTENSION REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

2. Filing Deadline. A Contract Claim must be submitted to the County within the following Claim filing deadlines: (a) if a deadline is set forth in the Contract Documents for filing of the particular Claim, then the Claim must be filed by the specified time; (b) if the Claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation, a time extension, or both, notice shall be given to the County prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not proceed with that work until so directed by the County; and (c) for all other Claims not included within (a) or (b), the claim must be filed on or before 15 days after the date of the occurrence, event or circumstance giving rise to the Claim. In no event shall a Contract Claim be filed later than the date of final payment.

H. Claims Subject to Public Contract Code Section 9204; Procedure

1. Application. This subsection H applies solely to the handling and resolution of a Contract Claim(s) sent to the County by registered mail or certified mail with return receipt requested in accordance with Public Contract Code section 9204(c)(1).
2. Claims Handling Procedure. With respect to any Contract Claim(s) sent to the County in accordance with this Section, the provisions of Public Contract Code section 9204 shall apply, and are hereby incorporated by reference into these Standard Provisions and set forth in full in *Appendix A* to these General Conditions.
3. Claims Procedure Post-Mediation. In the event mediation, if any, is unsuccessful pursuant to Public Contract Code section 9204, and all or parts of the Contract Claim(s) remain in dispute, then the Contractor shall thereafter comply with the Claim procedures as set forth below ("Claims Equal to or Less Than \$375,000") or ("Claims Exceeding \$375,000"), as applicable.

I. Claims Equal to or Less than \$375,000; Procedure

1. Application. This Section applies solely to the handling and resolution of a Contract Claim(s) that is/are in an amount equal to or less than Three Hundred Seventy-Five Thousand Dollars (\$375,000).
2. Claims Handling Procedure. With respect to any Contract Claim(s) subject to this section, the provisions of Public Contract Code section 20104, et seq. shall apply, and are hereby incorporated by reference into these Standard Provisions and set forth in full in Appendix B to these General Conditions.
3. Agreement to Opt-Out. Notwithstanding anything to the contrary in the Contract Documents, the County and Contractor may mutually agree at any time, in writing, that any Claim(s) to which the obligations set forth in this Section apply (i.e., unresolved Claims in

an amount equal to or less than \$375,000) shall be subject to the dispute resolution requirements as set forth below applicable to the resolution and handling of claims in an amount in excess of \$375,000. Should the County and Contractor so agree in writing, the County and Contractor shall follow the requirements with respect to mediation and, if necessary, litigation, in accordance with Section J below.

- J. Contract Work Pending Claim Resolution. In the event of any dispute between the County and Contractor, or during the pendency of any Contract Claim(s) or associated proceedings under this Section or the Contract Documents, Contractor shall not stop, or delay performance of, the Work, but shall prosecute the Work diligently to completion in the manner directed by the County.
- K. Disputes Involving Engineer or Design Professionals. In the event that any Claim(s) asserted by the Contractor arise from or is/are related, in any manner, to conduct or actions for which the Engineer or other design professional may be responsible, the County and Contractor acknowledge and agree that the County may, in its sole discretion, require the participation and/or joinder of the Engineer or other design professional in any dispute proceeding under this Section. This right shall remain solely within the discretion of the County, and Contractor shall have no rights under the Contract Documents to require or seek to compel the participation and/or joinder of the Engineer or other design professional in any dispute proceeding under this Section or elsewhere under the Contract Documents.
- L. Application of Section. The procedures and remedies set forth in this Section shall not apply to: (i) any claim by the County against the Contractor or its surety or sureties (unless the County, in its sole discretion, opts to proceed hereunder); (ii) any claim or dispute relating to stop notices; or (iii) any claim relating to the approval, refusal to approve or substitution of any subcontractor, regardless of tier, pursuant to Public Contract Code section 4700, et seq.

GC 52. HAZARDOUS MATERIALS AND / OR DIGGING TRENCHES

- A. The following requirements shall be applicable to the Project in the event that the Contractor encounters hazardous materials and/or the Work involves digging trenches or excavations that extend deeper than four feet below the surface:
- B. The Contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- C. Upon receipt of notice from the Contractor, the County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the contract.
- D. In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. Contractor has no right to an adjustment in Contract Time or Price after acceptance of final payment.

GC 53. NONDISCRIMINATION

- A. During the performance of this contract, the Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave in connection with any program or activity funded in whole or in part by Federal and/or State funds provided through this grant contract.
- B. Contractor and all subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 [a-f] et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).
- C. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as set forth in full. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- D. Contractor shall comply with all applicable nondiscrimination laws and regulations.
- E. The Contractor and all subcontractors shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the contract.

GC 54. RESPONSIBILITY FOR COMPLIANCE WITH OSHA

- A. All work, materials, work safety procedures and equipment shall be in full accordance with the latest OSHA rules and regulations.
- B. Contractor warrants that Contractor and each of its subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to OSHA and CAL-OSHA. The Contractor assumes full and total responsibility for compliance with OSHA and CAL-OSHA Standards by its subcontractors as well as itself. The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to OSHA and CAL-OSHA shall be borne by the Contractor. Contractor shall save, keep and hold harmless the Owner and all officers, employees and agents thereof from all liabilities, costs or expenses in law or in equity, that may at any time arise or be set up because of Contractor's or subcontractor's non-compliance or alleged non-compliance with OSHA and CAL-OSHA requirements.
- C. Nothing contained herein shall be deemed to prevent the Contractor and its subcontractors from otherwise allocating between themselves responsibility for compliance with OSHA and CAL-OSHA requirements; provided, however, that the Contractor shall not thereby be, in any manner whatsoever, relieved of its responsibility to the Owner as herein above set forth.

GC 55. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

Neither the Contractor or its subcontractors or their suppliers are Nuclear Weapons Contractors and are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. Contractor and its subcontractors and/or their suppliers agree to notify Owner immediately if they become a nuclear weapons contractor as defined above.

GC 56. DISCOVERY OF HUMAN REMAINS OR AN ARCHAEOLOGICAL SITE

- A. If cultural materials (e.g., chipped or ground stone, historic debris, building foundations, or bone) are discovered during ground-disturbance activities, work within 20 meters (66 feet) of the discovery shall be stopped, in accordance with Title 14 CCR 15064.5 [f]). The Owner's Representative will retain a professional archaeologist who meets the Secretary of the Interior's Standards and Guidelines to evaluate the materials and offer recommendations for further action. In addition, if Native American archaeological remains are inadvertently encountered, the Owner's Representative will notify the Tribal Historic Preservation Officers of the tribes which are traditionally and culturally affiliated with the geographic area of the project. The affected tribes will be provided the opportunity to observe the findings in the field and make recommendations for further action. Work near the archaeological find(s) shall not resume until the Owner's Representative provides notice that the required consultations have been performed.
- B. If human remains are discovered during project construction, work within 20 meters (66 feet) of the discovery location, and within any nearby area reasonably suspected to overlie human remains, will cease (in accordance with Public Resources Code, Section 7050.5). The Humboldt County Coroner will be contacted to determine if the cause of death must be investigated. If the coroner determines that the remains are of Native American origin, it is necessary to comply with state laws regarding the disposition of Native American burials, which fall within the jurisdiction of the California Native American Heritage Commission (NAHC) (Public Resources Code, Section 5097). In this case, the coroner will contact NAHC. The descendants or most likely descendants of the deceased will be contacted. Work shall not resume until the descendants or most likely descendants have made a recommendation to the Owner's Representative for excavation work with direction regarding appropriate means of treatment and disposition, with appropriate dignity, of the human remains and any associated grave goods, as provided in Public Resources Code, Section 5097.98.

GC 57. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors. (Ord. 2291, § 1, 01/07/2003)
- B. The Contractor is hereby notified that, in accordance with Title II, Division 14 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contract which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time, not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County. (Ord. 2291, § 1, 01/07/2003)
- C. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity. (Ord. 2291, § 1, 01/07/2003)
- D. If there is evidence that the Contractor may be subject to debarment, the department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the CHB (Contractor's Hearing Board). (Ord. 2291, § 1, 01/07/2003)
- E. The CHB will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at

that hearing. After the hearing, the CHB shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the CHB, the Contractor may be deemed to have waived all rights of appeal. (Ord. 2291, § 1, 01/07/2003)

- F. A record of the hearing, the proposed decision and any other recommendation of the CHB shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the hearing board. (Ord. 2291, § 1, 01/07/2003)
- G. These terms shall also apply to subcontractors and subconsultants of County contractors. (Ord. 2291, § 1, 01/07/2003)

**APPENDIX A: CLAIMS RELATING TO PUBLIC CONTRACTS:**

**Public Contract Code - §9204** - Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.



(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private

arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

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

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

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

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

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

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

**APPENDIX B: CLAIMS EQUAL TO OR LESS THAN \$375,000:**

**Public Contract Code - §20104** - Application of article; provisions included in Plans and Specifications:

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with §10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

Public Contract Code - §20104.2 - Claims; requirements; tort claims excluded:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of Final Payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 Days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 Days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 Days of receipt of the local agency's response or within 15 Days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issue in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Public Contract Code - § 20140.4 - Civil action procedures; mediation and arbitration; trial de novo; witnesses:

(a) Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleading, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-Day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with §1141.10) of Title 3 of Part 3 of the code of Civil Procedure, notwithstanding § 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with §2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with § 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Public Contract Code - §20140.6 - Payment on undisputed portion of claim; interest on arbitration awards or judgments:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under § 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF SECTION 00 72 00

SECTION 01 11 00 - SUMMARY OF WORK

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Contractor's use of site and premises.
- B. County's occupancy requirements.
- C. Specification formats and conventions.

1.2 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Vehicle access to Project site shall be held to a minimum. Vehicle access will be on one specific route approved by County; no exceptions will be allowed.
- B. Coordinate use of the premises under the direction of the County.
- C. Assume full responsibility for the protection and safekeeping of materials, products, and equipment under this Contract, stored on the site.
- D. Move any stored materials, products, and equipment under Contractor's control which interfere with the operations of County or a separate contractor.
- E. Obtain and pay for the use of additional storage or work areas needed for Contractor's operations.
- F. Contractor shall be aware of and abide by the Humboldt County and local Noise Ordinance and County's noise prevention requirements. Contractor to verify County's requirements.

1.3 COUNTY'S OCCUPANCY REQUIREMENTS

- A. Contractor shall cooperate with County and their tenants to minimize conflicts, and to facilitate County's ongoing operations and use of the building.
- B. Contractor shall verify occupancy requirements with County, and schedule the Work to accommodate County's tenant's requirements.
- C. Contractor shall maintain access to existing alternate walkways, entrances to the building and other adjacent occupied or used facilities. Contractor shall not close or obstruct walkways or other occupied or used facilities without written permission from County and authorities having jurisdiction.

1.4 ENVIRONMENTAL MANAGEMENT

- A. Spills: Contractor shall clean up all fluid spills caused by leaks in the equipment or generated while Contractor is performing the work under this Contract. Contractor shall provide drip catch pans for all equipment that drips or leaks oils or other fluids. Spills generated by Contractor's operation shall be cleaned up by Contractor at no cost to County.
- B. Dust and Noise Control:
  - 1. Precaution shall be exercised at all times to control dust and excessive noise created as a result of any operations during the construction period.
  - 2. If serious problems and/or complaints arise due to airborne dust and excessive noise, and when directed by the County, operations causing such problems shall be temporarily discontinued until a suitable remedy is established. The remedy shall be approved by the County before implementation, and shall be considered part of Contractor's normal effort to maintain safety and cleanliness without cause for further payment.

1.5 MATERIALS AND WORKMANSHIP

- A. Except as otherwise specified all materials and equipment incorporated in the Work under the Contract shall be new. All workmanship shall be first-class and by persons qualified in the respective trades.

1.6 ACCIDENT PREVENTION AND PROTECTION OF LIVES AND HEALTH

- A. Precaution shall be exercised at all times for protection of all personnel and occupants, including employees of Contractor, County, and property.
- B. The California Department of Industrial Relations, Division of Occupational Safety and Health (DOSH, also known as Cal/OSHA) requirements for safety and health protection of workers and public apply. Other requirements not covered by Cal/OSHA, shall be in accordance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.
- C. Comply with safety requirements of CCR, Title 8, Division 1, Chapter 4, "Division of Industrial Safety," and Title 8, Division 1, Chapter 3.2, "Cal/OSHA Regulations"; CCR, Title 24, CBC; and other applicable building and construction codes. Machinery, equipment, openings, power lines, and all other safety hazards shall be guarded or eliminated in accordance with safety requirements of Title 8, and Manual of Accident Prevention in Construction published by the Associated General Contractors of America.

1.7 UTILITIES

- A. Excavation at the Project site requires a call to Underground Service Alert North (USA North), 811 or by internet at <http://usanorth811.org>.
1. Contractor shall call USA North at least 7 days prior to commencing excavation work. Obtain a ticket number and confirm service date for marking underground facilities (utilities).
  2. Prior to placing the call, Contractor shall mark the outline of excavation with chalk, paint, or stakes, to enable representatives (locators) of USA North members to map the area for existing underground facilities (utilities).
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by County or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify the County not less than three days in advance of proposed utility interruptions.
  2. Obtain County's written permission before proceeding with utility interruptions.
- C. Provide necessary protection to existing utility services and repair work damaged as a result of operations under this Contract.

1.8 PROTECTION OF EXISTING FACILITIES

- A. Contractor shall take appropriate measures to prevent damage to existing facilities, site work, landscaping, and adjoining property. Should damage occur, such facilities, site work, landscaping, and property shall be restored to original condition, at no cost to County.
1. Contractor shall arrange for protection of existing buildings at all times. Contractor shall furnish, install, and maintain, necessary barricades, temporary coverings, etc., as required for protection, and remove them at completion of the Work. When all Work is complete, damaged areas of the premises shall be restored to original undamaged condition that existed prior to installation of temporary protection.
- B. Housekeeping: The premises shall be kept in a clean, safe condition at all times. Rubbish shall be removed as fast as it accumulates.
- C. Burning: Burning of refuse, debris, and construction waste at Project site will not be permitted.

**1.9 OVERLOADING**

- A. Contractor shall not overload any part or parts of structures beyond their safe calculated carrying capacities by placing materials, equipment, tools, machinery or any other item thereon. No loads shall be placed on floors or roofs before they have attained their permanent and safe strength.

**1.10 MANUFACTURER'S INSTRUCTIONS**

- A. Where required in the Specifications that materials, products, equipment, and processes be installed or applied in accordance with manufacturer's instructions, directions, or specifications, or stated in words to that effect, it shall be construed to mean that said installation or application shall be in strict accordance with printed instructions furnished by manufacturer of the specified item and is suitable for use under conditions similar to those at the jobsite. Three copies of such instructions shall be included in the applicable submittal and furnished to the County for review. Obtain County's acceptance prior to commencement of the Work.

**1.11 RESPONSIBILITY FOR THEFT AND DAMAGE**

- A. County will not be responsible for the loss or theft of Contractor's tools, equipment and materials.

**1.12 FIRE PROTECTION**

- A. Contractor shall at all times maintain good housekeeping practices to reduce the risk of fire and water damage. All scrap materials, rubbish and trash shall be removed daily from jobsite, inside and around the buildings or structures, as applicable, and shall not be scattered on adjacent property.
- B. Suitable storage space shall be provided outside immediate building areas during construction for temporary storage of flammable materials and paints, as required by CFC Chapter 14 and NFPA 241. Excess flammable liquids being used inside the building shall be kept in closed metal containers and be removed from the building during unused periods.
- C. Contractor shall provide temporary fire extinguishers during construction in accordance with the recommendations of CBC Chapter 33, CFC Chapter 14, and NFPA Bulletins Nos. 10 and 241. However, in all cases a minimum of one fire extinguisher shall be available for use.
- D. Under provisions of CFC Chapters 14 and 26, provide a fire extinguisher at each location where cutting, soldering, or welding is being performed. Where electric or gas welding or cutting work is done, interposed shields of noncombustible material shall be used to protect against fire damage due to sparks and hot metal. When temporary heating devices are used, a watchman shall be present to cover periods when other workmen are not on the premises.

**1.13 EMERGENCY CONDITIONS**

- A. Emergency condition shall be any condition at the Project site which has the actual or potential for significant adverse effects to persons or property, whether or not resulting from Contractor's operations.
- B. Immediate action shall be taken by Contractor by whatever means necessary to alleviate the condition and to prevent damage or injury to persons or property. County shall be notified of the existence of such a condition, but shall not be called upon to perform emergency service.
- C. County may not respond to the emergency condition, which shall not be used as an excuse by Contractor to neglect immediate action; County will not be responsible or liable for any resulting conditions. Absence of Contractor's Representative during emergency conditions at jobsite shall not relieve Contractor from contractual responsibility of providing an immediate response to the situation, for restoration of conditions to normalcy.
- D. If the emergency conditions are not caused by Contractor's fault or neglect, the Contract Sum shall be adjusted to reflect the actual direct field costs of labor and materials to perform and complete emergency measures.



- E. The Contract Time shall also be adjusted to reflect the actual direct effect of such actions to the then critical path of the Construction Progress Schedule. The foregoing notwithstanding, adjustments of the Contract Sum or the Contract Time for actions taken by Contractor in response to emergency circumstances shall be subject to Contractor's strict compliance with all other applicable provisions of the Contract Documents relating to notices and time for delivery of notices.

**1.14 SPECIFICATION FORMATS AND CONVENTIONS**

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and numbering system of CSI "MasterFormat, 2004 Edition.
- B. Division 01 Sections govern the execution of the Work of all Sections in the Specifications.
- C. Specifications Conventions: Singular words shall be interpreted as plural and plural words shall be interpreted as singular, where applicable, as the context of the Contract Documents indicates.
- D. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

**END OF SECTION**

SECTION 01 26 00 - MODIFICATION PROCEDURES

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing the following contract modifications:
  - 1. Request for Information.
  - 2. Field Order.
  - 3. Request for Cost Proposal.
  - 4. Cost Proposal.
  - 5. Change Orders.

1.3 DEFINITIONS

- A. Request for Information (RFI)
  - 1. Written request submitted by Contractor to Owner's Representative via the County's online project management system on a form supplied by Owner's Representative requesting clarification, interpretation, or additional information pertaining to Contract Documents.
  - 2. An RFI shall not be used as a vehicle for only confirming or verifying issues.
- B. Field Order (FO)
  - 1. Owner's Representative written directives to the Contractor covering a specific aspect of work, signed by the Owner or Owner's lead agency that authorizes changes in the Work to expedite the change order process.
- C. Request for Cost Proposal (RFCP)
  - 1. Written request by the Owner's Representative to the Contractor to quote change to Contract Sum and/or Contract Time for proposed change to Contract Document.
- D. Cost Proposal (CP)
  - 1. Written request by the Contractor to the Owner's Representative to change Contract Sum and/or Contract Time for proposed change to Contract Document.
- E. Change Order (CO)
  - 1. Initiated by the Owner, Contractor, Consultant, Owner's lead agency, or the Owner's Representative and signed by the Owner and Contractor stating their agreement to a change to Contract Documents and adjustment to Sum and/or Contract Time.

1.4 REQUEST FOR INFORMATION (RFI)

- A. Submit RFIs numbered in sequential order, reviewed by the Contractor with respect to Contract Documents.
  - 1. Submit RFIs on forms designated by the Owner's Representative.
- B. Owner's Representative will monitor the RFI process and responses from the Consultant. The Consultant will receive RFIs only from the Owner's Representative; Consultant will not accept RFIs directly from any other entity.
- C. Owner's Representative will receive only legible, properly prepared RFI:
  - 1. Unreadable facsimile machine RFIs, illegibly written RFIs, or RFIs with incomplete information, will be returned promptly without action.
  - 2. RFIs may be transmitted to Owner's Representative by online project management system.
    - a. Owner's Representative will forward to Consultant for review, and return response by same method received from Contractor.
  - 3. Consultant will review RFIs with respect to Contract Documents and return response in a timely manner, generally within 7 calendar days, or commensurate with RFI subject.
    - a. RFIs marked "URGENT" will take precedence over outstanding RFIs and be answered by Consultant as soon as possible.
- D. Contractor being fully familiar with Contract Documents, shall not be relieved of responsibility to coordinate the Work to prevent adverse impact to Project schedule when submitting RFIs to Owner's Representative for clarification or interpretation of Contract Documents, or additional information.
- E. If the Contractor believes the scope of work referenced in the RFI has a cost and /or time impact, he will not proceed with the work until either a Field Order or a Change Order has been issued.

#### 1.5 FIELD ORDER (FO)

- A. Field Orders may include supplementary or revised Drawings and/or Specification to describe changes to Contract Documents.
- B. Field Orders will be executed on forms designated by the Owner's Representative.
- C. Field Orders may be generated by the Contractor's written notice submitted on a Cost Proposal form, that an RFI response or other unforeseen condition has changed the Contract cost and /or time, and that schedule impact will result if written directive is not provided in a timely manner.
- D. Contractor shall provide an estimate of cost and/or time impact at the time of the request for a Field Order.
- E. Owner's Representative will review the request for a Field Order and initiate a written Field Order for authorization by the Owner or Owner's lead agency.
- F. If the Field Order is approved by the Owner or Owner's lead agency, Owner's Representative will release the signed Field Order to the Contractor. If rejected, the Contractor is so notified by the Owner's Representative.

#### 1.6 REQUEST FOR COST PROPOSAL (RFCP)

- A. Request for Cost Proposal is an informational request only, and is not an instruction or authorization to execute a change, or an order to stop Work in progress.

- B. Request for Cost Proposal may include supplementary or revised Drawings and/or Specification to describe proposed changes to Contract Documents.
- C. Contractor shall submit cost and/or time quotation to Owner's Representative within 15 calendar days following receipt of Request for Cost Proposal.

**1.7 COST PROPOSAL (CP)**

- A. Contractor shall submit to the Owner's Representative a Cost Proposal for all occurrences the Contractor believes impacts Scope of Work cost and/or time.
  - 1. A Cost Proposal shall be submitted within 15 calendar days of the occurrences.
- B. Submit Cost Proposal numbered in sequential order, reviewed by the Contractor with respect to Contract Documents.
  - 1. Submit Cost Proposals on forms designated by the Owner's Representative.
- C. All Cost Proposals submitted shall have detailed breakdown for all associated work, cost and/or time.
- D. Owner's Representative will solicit and monitor independent cost estimates responses from the Consultant.
- E. Owner's Representative shall return Cost Proposal responses and reviews to the Contractor within 15 calendar days following receipt of Cost Proposal.
- F. A processed Cost Proposals is informational back-up for a potential Change Order, and not an instruction or authorization to execute a change, or an order to stop Work in progress.

**1.8 CHANGE ORDER (CO)**

- A. Change Orders may be initiated by the Owner, Contractor, Consultant, Owner's lead agency, or the Owner's Representative.
- B. Changes to the Project Contract Sum and/or Contract Time listed or indicated in Change Orders shall include or be determined by methods described in the General Conditions.
- C. Owner's Representative has responsibility for processing and administering Change Orders for the Project, and will prepare each Change Order using form designated by the Owner's Representative.
- D. Contractor shall provide all pricing proposals Cost Proposals for a Change Order. The Consultant shall provide independent cost estimates to Cost Proposals.
  - 1. Cost differentials between the Contractor's Cost Proposal and the Owner's Representative may negotiate the Consultants cost estimates.
  - 2. If no agreement is reached, the Owner's Representative may issue a time and material change Order.
    - a. Use Daily Force Account Report designated by Owner's Representative.
- E. The Contractor, Consultant, Owner's Representative, Owner's lead agency and Owner will sign a fully documented Change Order.

**1.9 CORRELATING CHANGE ORDERS WITH OTHER CONTRACT REQUIREMENTS**

- A. Revise Schedule of Values and Applications for Payment to record each Change Order as a separate item of work with adjustment to Contract Sum and Contract Time.

- B. Revise Construction Schedule to reflect each change in Contract Time.
- C. Record modifications in Record Documents.

**END OF SECTION**

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Coordination of construction operations.
- B. Coordination drawings.
- C. Field engineering.
- D. Preconstruction conference.
- E. Progress meetings.
- F. Pre-installation conferences.
- G. Electronic File Availability

1.2 COORDINATION

- A. Coordinate scheduling, submittals and Work of various Sections of the Contract Documents to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. In the event of discrepancy, immediately notify the County. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
- C. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- D. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for installation of other Work, maintenance work, and repair work.
- E. Coordinate completion and clean up of Work of separate Sections in preparation for Final Completion.
- F. After beneficial occupancy of premises by the County, coordinate access to site for correction of defective Work and Work not complying with the Contract Documents, and to minimize disruption of County's activities.

1.3 COORDINATION DRAWINGS

- A. Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components, or if coordination is required for installation of products and materials fabricated by separate entities.
- B. Provide Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
  - 1. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
  - 2. Indicate required installation sequences.

3. Indicate dimensions shown on the Contract Drawings, and make specific note of dimensions that appear to be in conflict with submitted equipment, and minimum clearance requirements. Provide alternate sketches to the County for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

C. Sheet Size: Minimum of 8-1/2 by 11 inches but no larger than 24 by 36 inches.

#### 1.4 FIELD ENGINEERING

- A. Verify setbacks and easements; confirm Drawing dimensions and elevations.
- B. Provide field-engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

#### 1.5 PRECONSTRUCTION MEETING

- A. After the award of the contract, a meeting shall be conducted with the Contractor, Project Administrator, Lead Consultant, and the Owner. The purpose of the meeting is to introduce key personnel and to review contract requirements and procedures.
- B. Particular emphasis should be on:
  1. Functions and authority of personnel
  2. Regularly scheduled progress meetings
  3. Submittals/shop drawings
  4. Requests for Information
  5. Field Orders
  6. Payment Applications
  7. Progress Schedules
  8. Safety and Job Site security
  9. Change Order procedures
  10. Subcontractors
  11. Disputes
  12. Quality Control
  13. Coordination of contractors
  14. Access and use of site

#### 1.6 PROGRESS AND SCHEDULE MEETINGS

- A. A regularly scheduled weekly progress meeting time will be established at the pre-construction conference.
- B. Attendees will include the Owner's Representative, Owner's Project Administrator, the Contractor, and the Lead Consultant. Scheduled invited Attendees will include the Architect and sub-consultants, subcontractors, and other owner personnel.
- C. The Project Administrator will prepare an agenda with content lead from the Contractor (which usually is derived from the previous meeting minutes) for discussion at these meetings. The agenda should include a list of outstanding item, which will be reviewed as appropriate. As a minimum the following will be discussed:

1. Construction Status
2. Schedule
  - a. Critical Path Activities
  - b. Job site problems and conflicts
  - c. Upcoming Activities
  - d. Completion Date
  - e. Time Extension Requests
3. Submittals/shop drawings
4. Requests for Information
5. Field Orders
6. Cost Proposals
7. Change Orders
8. Safety and Security
9. Claims
10. Quality Control

D. The Project Administrator will record and distribute minutes of the meeting to all attendees in a timely manner in order to allow review before the next regularly scheduled meeting.

E. In addition to the ongoing items of discussion listed above, time should be reserved to review any unresolved issues. Any representative attending the meeting may introduce these. Control logs for RFI's, submittals, and Cost Proposals should be discussed in the meeting.

#### 1.7 PAY REQUEST MEETINGS

- A. A regularly scheduled monthly meeting to review the pay request will be established as the 25<sup>th</sup> of the month.
- B. Attendees will include the Owner's Representative and the Contractor. Scheduled invited attendees will include the Lead Consultant, Architect and consultants, subcontractors, and other owner personnel.

#### 1.8 PREINSTALLATION AND SPECIAL MEETINGS

- A. During the course of the project it will be necessary to schedule additional meetings. When a special meeting is required, the Project Administrator will coordinate time and place for all required attendees. The meeting minutes will be as follows:
  - a. Project:
  - b. Contract:
  - c. Purpose:
  - d. Date:
  - e. Time:
  - f. Attendees:
  - g. Minutes:



- B. The Project personnel requesting the meeting is responsible for recording and distributing minutes of the meeting to all attendees in a timely manner. In addition, the meeting minute's author will be responsible for following-up all action assignments from the meeting.

**1.9 UTILITIES AND IRRIGATION LINES**

- A. Send proper notices, make necessary arrangements, perform other services required in construction, care and maintenance of all utilities and irrigation lines, and assume all responsibility concerning the same. Provide necessary protection to existing utility services and irrigation lines as directed, and repair any work damaged as a result of operations of the Contract.

**1.10 COMPLIANCE WITH CODE OF REGULATIONS**

- A. All work and materials on this project shall be in compliance with the rules and regulations as set forth in the Title 24, CCR Parts 1 – 6, 9, and 12 which shall be kept continuously at the site of the Work until completion and final acceptance.

**1.11 PROJECT COORDINATION**

- A. If, because of the non-related sizes of various materials and locations of existing utilities and conditions, etc., it is not possible to accomplish the Work as shown, Contractor shall meet with County at the site to determine the most satisfactory arrangement. Contractor shall establish lines and grades for all trades.

**1.12 INTEGRATING EXISTING WORK**

- A. All adjoining existing Work shall be protected from damage of any type due to or by Contractor's operations, equipment, and workmen during the Contract period.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**

SECTION 01 33 00 - SUBMITTAL PROCEDURES

**PART 1 GENERAL**

1.1 SUMMARY

- A. Section includes:
  - 1. Shop drawings.
  - 2. Product data.
  - 3. Samples
  - 4. Manufacturers' certificates.
  - 5. Deferred Agency Approvals.

1.2 DESCRIPTION

- A. Types of SUBMITTALS: Submittal procedures specified in this section include construction progress schedules, shop drawings, product data, samples, and manufacturer's installation instructions.
- B. Intent: Architect's review of shop drawings is intended to be a preview of what the Contractor intends to provide, and will function as an effort to foresee unacceptable materials or assemblies and to avoid the possibility of their rejection at the Project Site. Architect will review submittals only for conformance with the design concept of the Project and with the information given in the Contract Documents.
- C. The Architect's review of shop drawings will be general and shall not be construed:
  - 1. As permitting departure from the Contract requirements except as otherwise provided for under "substitution" provisions of Section 01 60 00;
  - 2. As relieving Contractor of responsibility for omissions or errors, including details, dimensions, materials, etc.;
  - 3. That review of a separate item indicates acceptance of an assembly in which the item functions. Architect will only review acceptance of an assembly in which the item functions. Architect will only review submittals required by Contract Documents for conformance with design concept of the Project and with the information given in the Contract Documents.

1.3 GENERAL SUBMITTAL PROCEDURES

- A. Submittals shall be classified as either electronic or physical. Procedures for each type of submittal, as described below, shall be followed.
- B. Transmit each submittal with "Submittal Transmittal" form supplied by County.
- C. Number each submittal sequentially with a decimal for resubmittals. Also include in the submittal number the specification section number as a suffix (ie. 2.01-07 81 16).
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- E. Apply Contractor's stamp and signature or initial (electronically or physically) certifying that review, verification of Products required, field dimensions, adjacent construction Work, and

coordination of information, is in accordance with the requirements of the Work and Contract Documents.

- F. Unless otherwise authorized by the Architect, all of the submittals required by a specification section shall be submitted together at the same time. Electronic submittals of product data, shop drawings, etc. may be submitted ahead of physical color samples with approval of the Engineer. Submittals that do not include all required submittals for a given specification section will be returned without review.
- G. Schedule submittals to expedite the Project, and deliver to Owner's Representative. Coordinate submission of related items.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Substitutions must be submitted according to Section 01 60 00. Substitutions submitted without following this procedure will be rejected.
- J. Provide space for Contractor and Architect review stamps.
- K. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- L. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

#### 1.4 ELECTRONIC SUBMITTAL PROCEDURES

- A. Construction Progress Schedules, Product Data, Shop Drawings, and Manufacture's Installation Instructions shall be submitted electronically.
- B. Electronic submittals shall be emailed or uploaded to County's Project Administrator in full size PDF format. Do not reduce Shop Drawings from original sheet size.
- C. PDF copy of electronic submittals will be returned to the Contractor. Contractor may distribute submittals to the concerned parties electronically or physically. Any printing costs for physical distribution of submittals shall be borne by the Contractor. The Architect will not print copies for distribution.
- D. Follow all General Submittal Procedures as described above.

#### 1.5 PHYSICAL SUBMITTAL PROCEDURES

- A. Samples, Color Charts, and Agency Deferred Approvals shall be physical submittals. Construction Progress Schedules, Product Data, Shop Drawings and Manufacturer's Installation Instructions may, with the County's approval, be physical submittals.
- B. The County will retain a minimum of three samples, submit the number that will be needed by contractor plus three.
- C. Follow all General Submittal Procedures as described above.

#### 1.6 CONTRACTOR RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission.
- B. Determine and verify:
  - 1. Field measurements.

2. Field construction criteria.
  3. Catalog numbers and similar data.
  4. Conformance with specifications.
  5. Conformance with applicable codes.
- C. Submittals giving inadequate indication of contractor review and approval will be returned without review, for resubmission.
- D. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- E. Notify the Architect in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.
- F. Begin no fabrication or construction activity that requires submittals until return of submittals with Architect's stamp and initials or signature indicating finish review.
- G. After Architect's final review, distribute copies.
- 1.7 SHOP DRAWINGS
- A. Submit electronically.
- B. After review and distribution in accordance with Submittal Procedures, retain one copy of all reviewed shop drawings at the job and label them "PROJECT RECORD" as described in Section 01 77 00 Contract Closeout.
- 1.8 PRODUCT DATA
- A. Submit electronically.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Submittal Procedures and provide copies for Record Documents as described in Section 01 77 00.
- D. Show dimensions and clearances required.
- 1.9 SAMPLES
- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Provide units identical with final condition of proposed materials or products for the work. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors textures, and patterns for Architect's selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number or samples specified in individual specification Sections; three of which will be retained by Engineer.
- E. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

**1.10 MANUFACTURER'S INSTRUCTIONS**

- A. Submit manufacturers' instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, electronically.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

**1.11 MANUFACTURER'S CERTIFICATES**

- A. When specified in individual specification Sections, submit manufacturers' certificate electronically.
- B. Contractor/Subcontractor Warranty form for the work of the particular spec section, completed except for signature. The Effective Date of warranty shall reference the date to be established as Final Acceptance.

**1.12 DEFERRED AGENCY APPROVALS**

- A. The General Contractor shall submit, or cause to be submitted by Subcontractors, within 60 days of contract signing, all required deferred approvals. The General Contractor or Subcontractors shall complete all deferred approval packages, including design and engineering calculations, in a manner acceptable to the agency requiring such submittal. The General Contractor shall within 15 days of contract signing, develop a schedule of critical dates of deferred approval acceptance by the reviewing agency. These critical dates shall be reflected in the required project schedule and all deferred approvals submitted within 45 days of schedule submittal.
- B. For all deferred items, it is the responsibility of the contractor to see that all submittals are stamped and signed by a California licensed design professional (an architect or PE is acceptable). The County and Architect will then review the submittal and if the design is acceptable provide a Statement of General Conformance that the submittal conforms to the design intent. Neither the Project's Architect or any of its consulting engineers will stamp and sign these deferred approval submittals other than with the standard shop drawing stamp. It is the responsibility of the manufacturing entity to procure necessary stamps and signatures from its own design professionals.
- C. All Deferred Approvals shall be submitted by the County to all required permitting agencies. If the Contractor fails to provide a required submittal, the Owner may elect to engage the design team or additional consultants to produce these and back charge the General Contractor for the cost and any schedule impact this may cause.

**1.13 ACTION ON SUBMITTALS**

- A. The County will review each submittal, mark with a "Review Code" and where possible, return within a reasonable period of time from date of receipt. Where submittal must be held for coordination, Contractor will be so advised without delay. Action markings shall be interpreted as follows:
  - 1. No Exceptions Noted
  - 2. Implement Exceptions Noted
  - 3. Revise and Resubmit
  - 4. Rejected
  - 5. Cancelled

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. References.
- B. Quality assurance.
- C. Tolerances.
- D. Labeling.
- E. Seismic Considerations.
- F. Field samples.
- G. Testing and inspection laboratory services.
- H. Manufacturers' field services and reports.

1.2 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification Sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Engineer or Architect shall be altered from Contract Documents by mention or inference otherwise in reference documents.
- F. Contractor shall be responsible for being current and knowledgeable in building codes applicable to all trades under his direction.
- G. Provide all work and materials in full accordance with the latest Rules and Regulations of the CCR, Title 24, CBC, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, Title 19, Division 1, State Fire Marshal; applicable requirements of Title 8, Division 1, Department of Industrial Relations; and other applicable laws or regulations. Nothing in Drawings and Specifications shall be construed to permit work not conforming to these Codes.
- H. Furnish additional material and labor as required to comply with applicable Rules and Regulations.

1.3 QUALIFICATIONS

- A. General: Qualifications paragraphs in this Subsection establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product, that are similar to those indicated for this Project in material, design, and extent.
- E. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A Nationally Recognized Testing Laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to National Voluntary Laboratory Accreditation Program (NVLAP) by National Institute of Standards and Technology (NIST).

#### 1.4 QUALITY ASSURANCE

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with the Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- H. Contractor's Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on this project at all times during normal work hours. In Contractor's absence, Contractor's appointed representative shall be responsible for all directions given him and said directions shall be binding as if given to Contractor. Contractor's representative shall be responsible to coordinate all work to be performed.



- I. Shop and field work shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this project shall be done in accordance with the best practices of the various trades involved and in accordance with Drawings, accepted shop drawings, and Specifications.
- J. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. Engineer reserves the right to reject any materials and workmanship that are not considered to be up to the highest standards of the various trades involved. Such inferior material or workmanship shall be replaced at no cost to County.
- K. All work shall be installed by knowledgeable installers and defined "Eligible" by the specified materials manufacturers. Specifications and recommendations of the manufacturer, whose materials are used, shall be strictly adhered to during application or installation of materials.
- L. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for the furnishing of warranty shall be provided by Contractor at no cost to County.

#### 1.5 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### 1.6 LABELING

- A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by CBC.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.

#### 1.7 SEISMIC CERTIFICATION OF NONSTRUCTURAL COMPONENTS

- A. The manufacturer of each designated seismic system components subject to the provisions of ASCE 7 Section 13.2.2 shall test or analyze the component and its mounting system or anchorage and submit a certificate of compliance for review and acceptance by the registered design professional responsible for the design of the designated seismic system and for approval by the building official in accordance with 2010 CBC, Chapter 17 "Structural Tests and Special Inspections", Section 1708.4 "Seismic Certification of Nonstructural Components."

#### 1.8 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.9 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect.

1.10 INSPECTION AND TESTING LABORATORY SERVICES

- A. Contractor will select and pay for the services of an independent Inspection/Testing Laboratory to perform inspections and testing.
  - 1. Special Inspector: As required by 2010 CBC including Chapter 17 "Structural Tests and Special Inspections."
    - a. Special Inspection: As defined in CBC Chapter 17, Section 1704 "Special Inspections."
- B. Inspection/Testing Laboratory will perform inspections, tests, and other services specified in individual specification Sections and as required by Engineer.
  - 1. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Reports will be submitted by inspection/Testing Laboratory to Architect, Engineer, and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.
- D. Cooperate with Inspection/Testing Laboratory; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
  - 1. Notify Engineer, and Inspection/Testing Laboratory 24 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with Inspection/Testing Laboratory and pay for additional samples and tests required for Contractor's use.
- E. The Inspection/Testing Laboratory shall perform inspection of work to determine conformance with these Standards.
  - 1. Request for inspection shall be made to the office of the Inspection/Testing Laboratory a minimum of 24 hours in advance of the time the inspection is desired.
  - 2. Underground work shall not be backfilled or covered until an inspection by the Inspection/Testing Laboratory has been completed and the work approved. Any work that is covered without inspection shall be uncovered at Contractor's expense, for completion of inspection work.
  - 3. The Inspection/Testing Laboratory shall have access to the Work at all times and shall be furnished every reasonable facility for ascertaining that the work done, materials used and workmanship performed are in accordance with the requirements of these Standards.

4. Inspection of the Work shall not relieve Contractor of any of his obligations to satisfactorily perform the Work in accordance with requirements of Contract Documents.
- F. Retesting or reinspection required because of non-conformance to specified requirements shall be performed by the same Inspection/Testing Laboratory. Payment for retesting will be charged to Contractor by deducting inspection or testing charges from the Contract Sum.
- G. If the Work to be tested or inspected is not ready or sufficiently completed to allow the test/inspection service to complete required test(s)/inspection(s), costs and expenses of the test/inspection service to return to the Site or fabrication facility to perform/complete required test(s)/inspection(s) shall be charged to Contractor by deducting such costs and expenses from the Contract Sum.
- H. All Samples, specimens and tests shall be prepared and accomplished by a properly qualified person or testing laboratory, selected by County, who shall furnish County, Architect, Engineer, and Contractor with test reports, including test results, and stating that they were prepared in accordance with the specified provisions. All tests as well as sampling and preparation of samples shall be in accordance with applicable ASTM and other specified standards.

#### 1.11 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, material and product suppliers, and manufacturers shall provide qualified personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, adjusting, and balancing of equipment, as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of qualified personnel to Engineer at least thirty days in advance of required observations.
- C. Qualified personnel shall report observations, site decisions, and supplemental instructions given to applicators and installers, and description of work installed contrary to manufacturers' written instructions, as applicable.
- D. Submit report in duplicate within thirty days of observation to Engineer for review.

### PART 2 PRODUCTS

Not Used

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify and ensure that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify and ensure that existing substrate is capable of structural support and attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification Sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

**END OF SECTION**

SECTION 01 72 00 - RECORD DOCUMENTS

**PART 1 GENERAL**

1.1 SUBMITTALS

- A. Contract Closeout Submittal: Record Documents in accordance with the requirements of this section. Submit prior to application for final payment.

1.2 QUALITY ASSURANCE

- A. Furnish a qualified and experienced person, whose duty and responsibility shall be to maintain record documents.
- B. Accuracy of Records:
  - 1. Coordinate changes within record documents, making neat, legible and accurate entries on each page of Specifications and each sheet of Drawings and other documents where such entry is required to show change.
  - 2. Purpose of project record documents is to provide factual information regarding aspects of Work, both concealed and visible, to enable future modification of Work to proceed without lengthy and expensive site measurement, investigation, and examination.
- C. Make entries within 24 hours after receipt of information that a change in Work has occurred.
- D. Prior to submitting each request for progress payment, request Engineer's review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in return of Contractor's Application for Progress Payment by Engineer.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Maintain record documents completely protected from deterioration, loss, and damage until completion of Work.
- B. In event of loss of recorded data, use means necessary to again secure data to Engineer's acceptance. Such means shall include, if necessary in Engineer's opinion, removal and reconstruction of covering materials, at no additional cost to the County.

**PART 2 PRODUCTS**

2.1 RECORD DOCUMENTS

- A. Promptly following the Notice to Proceed, Engineer will provide 1 complete hardcopy set of full-size drawings to the Contractor for use in preparing Record Drawings.

### PART 3 EXECUTION

#### 3.1 MAINTENANCE OF RECORD DOCUMENTS

##### A. General:

1. Label or stamp each record document with title, "Record Documents," in neat large printed letters.
2. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred. Do not cover or conceal Work until required information is recorded.

##### B. Preservation

1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
2. Make documents and Samples available at all times for observation by Engineer.

##### C. Making Entries on Drawings

1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note as required.

###### Color Coding:

- a. Green when showing information deleted from Drawings.
  - b. Red when showing information added to Drawings.
  - c. Blue and circled in blue to show notes.
2. Date entries.
  3. Call attention to entry by "cloud" drawn around area or areas affected.
  4. Legibly mark to record actual changes made during construction, including, but not limited to:
    - a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
    - b. Horizontal and vertical locations of existing and new underground facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements of permanent surface improvements.
    - c. Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
    - d. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.
    - e. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, Written Amendment, and Engineer's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
  5. Dimensions on Schematic Layouts: Show on record drawings, by dimension, the centerline of each run of items such as are described in previous subparagraph above.
    - a. Clearly identify the item.
    - b. Show, by symbol or note, vertical location of item ("under slab," "in ceiling plenum," "exposed," and the like).
    - c. Make identification so descriptive that it may be related reliably to Specifications.

D. Make entries in other pertinent documents as accepted by Engineer.

END OF SECTION

**SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL  
PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for the following:
  - 1. Recycling nonhazardous construction waste.
  - 2. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections:
  - 1. Section 02 41 10 – Demolition, Salvage and Abandonment: for disposition of waste resulting from site demolition activities.

**1.2 DEFINITIONS**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

**1.3 PERFORMANCE REQUIREMENTS**

- A. Construction Waste:
  - 1. Site-clearing and demolition waste.
  - 2. Soils.
  - 3. Concrete and asphalt.
  - 4. Lumber.
  - 5. Wood sheet materials.

6. Metals.
7. Piping and fittings.
8. Electrical conduit.
9. Packaging: Regardless of salvage/recycle goal indicated in paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - a. Paper.
  - b. Cardboard.
  - c. Boxes.
  - d. Plastic sheet and film.
  - e. Polystyrene packaging.
  - f. Wood crates.
  - g. Plastic pails.
  - h. HI-5 beverage containers.

#### 1.4 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Report: Concurrent with final Application for Payment, submit report. Include the following information:
  1. Material category.
  2. Generation point of waste.
  3. Total quantity of waste in tons.
  4. Quantity of waste salvaged, both estimated and actual in tons.
  5. Quantity of waste recycled, both estimated and actual in tons.
  6. Total quantity of waste recovered (salvaged plus recycled) in tons.
  7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- D. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.



1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements of this Section. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 1. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 1. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  4. Store components off the ground and protect from the weather.
  5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

### 3.3 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Site-Clearing Wastes:

1. No burning of brush or any other materials will be allowed on the site.
2. Any and all organic material that has been cleared and grubbed must be stockpiled and composted such that seeds of invasive species by the heat of composting over a period of six to nine months. Composted material shall be used as organic mulch in accordance with Division 32 Section "Plants".

C. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

### 3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.
- D. Washing out of concrete trucks will not be allowed at the site.

END OF SECTION

SECTION 01 77 00 - CONTRACT CLOSEOUT

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Operation and maintenance manual submittal.
  - 4. Submittal of warranties.
  - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Prior to requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - a. 100 percent completion will bring the Contractor's progress Payment up to (95%) ninety percent of the Contract Price with (5%) percent to remain in retention until after Notice of Completion.
    - b. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - c. If 100 percent completion cannot be shown, include a list ("punchlist") of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise the Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra stock, and similar items.
  - 7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
  - 9. Complete final cleanup requirements, including touchup painting.
  - 10. Touch up and otherwise repair and restore marred, exposed finishes.

- B. Substantial Completion will not be issued without the following:
  - 1. Record drawings submitted and approved.
  - 2. Any extra material required by contract delivered.
  
- C. Inspection Procedures:
  - 1. On receipt of a request for inspection, the Owner's Representative will either proceed with inspection or advise the Contractor of unfilled requirements.
  - 2. The Owner's Representative will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
    - a. The Owner's Representative will repeat inspection when requested and assured that the Work is substantially complete.
    - b. Results of the completed inspection will form the basis of requirements for final acceptance.
  - 3. Owner will allow the Contractor no longer than 30 calendar days from the Date of Substantial Completion to remedy deficiencies.

#### 1.4 FINAL ACCEPTANCE

- A. Prior to requesting final inspection for certification of final acceptance and final payment, complete and submit the following:
  - 1. Final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
  - 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  - 3. Certified copy of the Owner's Representative's final inspection list of items to be completed or corrected endorsed and dated by the Owner's Representative.
    - a. Certification shall state that each item has been completed or otherwise resolved for acceptance.
  - 4. Submit consent of surety to final payment.
  - 5. Submit all subcontractor final unconditional lien releases.
  - 6. Submit a final liquidated damages settlement statement.
  - 7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  
- B. Re-inspection Procedure:
  - 1. Owner's Representative will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed.
    - a. Indicate items whose completion is delayed under circumstances acceptable to the Owner's Representative.
  - 2. Should the Owner's Representative determine that Work is incomplete or defective:
    - a. Owner's Representative will notify the Contractor, in writing, listing incomplete or defective Work.
    - b. Contractor shall remedy deficiencies promptly and notify Owner's Representative when ready for re-inspection.
  
- C. Final Acceptance Certificate

1. Upon completion of inspection or any re-inspections, the Owner's Representative and /or Owner's Lead Agency will prepare a certificate of final acceptance.
2. Final Acceptance will be presented to the County Board of Supervisors.
  - a. Only the County Board of Supervisors has final authority over Acceptance of Project.

**D. Notice of Completion**

1. Upon final acceptance by the County Board of Supervisors, the Owner's Lead Agency will prepare and file a Notice of Completion in accordance with the Project Specification Section 00800, Supplemental General Conditions.
  - a. Start of mandatory 35-day lien period.

**1.5 RECORD DOCUMENT SUBMITTALS**

**A. Project Record Drawings:**

1. Maintain a clean, undamaged set of Contract Drawings and Shop Drawings and identify as "RECORD DRAWINGS - PROJECT SET".
2. Mark the Drawings to show the actual installation where the installation varies substantially from the Work as originally shown.
  - a. Using an erasable colored pencil (not ink or indelible pencil) clearly describes change by graphic line or note.
  - b. Date all entries, and note related Change Order number where applicable.
  - c. Call attention to all entries by a "cloud" drawn around area affected.
  - d. Where overlapping changes occur, mark with different colors.
3. Conversion of schematic layouts:
  - a. Design of future modifications of facility may require accurate information as to final physical layout of items that are shown schematically on Drawings.
  - b. Show on Project set of Record Drawings, by dimension accurate to within one inch, centerline of each run of items shown schematically on Drawings. Clearly identify item by accurate note such as "cast iron drain", "galv. water", and the like. Show, by symbol or note, vertical location of item ("under slab", "in ceiling plenum", "exposed" and the like).
4. Prior to request for Substantial Completion, secure from the Owner's Representative at no charge to the Contractor, a complete set, full sized drawings and (.DWG) files of all Contract Documents.
  - a. Clearly transfer change data shown on Project set of Record Drawings to corresponding transparencies, coordinating changes as required.
  - b. Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and actual location of items.
  - c. Show final location of electrical junction boxes and outlets, telephone and data outlets, supply and return registers, and like items.
  - d. Call attention to all entries by a "cloud" drawn around area affected.
  - e. Make changes neatly, consistently, and with proper media to assure longevity and clear reproduction.

**B. Record Specifications:**

1. Maintain one complete copy of the Project Manual, including addenda and other written construction documents, such as Change Orders and modifications issued during construction.
2. Mark Specifications to show substantial variations in actual Work performed in comparison with the text of the Specifications.
3. Note substitutions in reference to items specified.

**C. Maintenance Manuals:**

1. Contractor to submit a written summary of all maintenance manuals to be transmitted to Owner's Representative.
  2. Submit 3 complete copies of all maintenance manuals prior to start-ups and instruction of operation to maintenance personnel.
  3. Provide manuals in 8-1/2 x 11 inch format with plastic/fiberboard covers and colored fly-sheets separating sections, to include the following:
    - a. Covered labeled as "Operating and Maintenance Instructions" with name and address of Project, and names of Contractor and Subcontractor.
    - b. Typewritten index near front of manual, providing immediate information as to location within manual of emergency information regarding installation.
    - c. Complete instructions regarding operation and maintenance of all equipment, including lubrication, disassembly, and re-assembly.
    - d. Complete nomenclature of all parts of all equipment.
    - e. Complete nomenclature and part number of all replacement parts, name and address of nearest vendor, and all other data pertinent to procurement and procedures.
    - f. Copy of garnets and warranties issued.
    - g. Manufacturers' bulletins, cuts, and descriptive data, where applicable, clearly indicating precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data which this installation is not concerned.
    - h. Such other data as required in applicable Specification Sections.
- D. Guarantees/warranties and Bonds:
1. General:
    - a. Manufacturers' warranties notwithstanding, warrant the entire Work against defects in materials and workmanship for twelve (12) months from the date of Substantial Completion in accordance with the GENERAL CONDITIONS & SUPPLEMENTARY GENERAL CONDITIONS.
    - b. Guarantee/warrant or bond Work as required in the Specifications.
    - c. Warranties between the Contractor and manufacturers, and the Contractor and suppliers, shall not affect guarantees/ warranties between the Contractor and the Owner.
    - d. The Contractor will not be held responsible for defects due to misuse, negligence, willful damage, improper maintenance, or accident caused by Others, nor shall he be responsible for defective parts whose replacement is necessitated by failure of the Owner's maintenance forces to properly clean and service them, provided the Contractor has furnished complete maintenance instructions to the Owner.
    - e. Compile specified guarantees/warranties and bonds.
    - f. Time of Submittal:
      - i. For equipment or component parts of accepted equipment put into service for the Owner's benefit during the progress of the Work, submit guarantees/warranties within ten (10) calendar days after acceptance of the Work.
      - ii. Otherwise, submit guarantees/warranties within ten (10) calendar days after date of Substantial Completion and prior to the Final Application for Payment.
      - iii. For items of Work where acceptance is delayed materially beyond the date of Substantial Completion, furnish updated submittal within ten (10) calendar days after such delayed acceptance, listing the date of delayed acceptance as the start of the guarantee/warranty period.
- E. Other Documents:
1. Three sets of warranties, guaranties and bonds.
  2. Spare parts and materials extra stock list.
  3. One set of evidence of compliance with requirements of governmental agencies having jurisdiction including, but not limited to:

- a. Certificates of Inspection.
- b. Certificates of Occupancy.
4. One set of certificates of insurance for products and completed operations.
5. One set of evidence of payment and release of liens.
6. One copy of list of Subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reach for emergency service at all times including nights, weekends, and holidays.

#### 1.6 INSTRUCTION

- A. Arrange for each Installer of equipment and systems that requires regular maintenance to meet with the Owner's personnel for instruction in proper operation and maintenance of systems, equipment and similar items, which were provided as part of the Work.
  1. Submit to Owner's Representative an instruction schedule listing instruction subjects and proposed dates at least 15 calendar days prior to the first proposed date.

#### 1.7 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
  1. Remove labels that are not permanent labels.
  2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
  3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
  5. Clean the site, sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
- B. Remove temporary protection and facilities installed for protection of the Work during construction.
- C. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
  1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

**END OF SECTION**



SECTION 02 01 00 - SITE CONDITIONS

**PART 1 GENERAL**

1.1 DESCRIPTION

- A. General: All information obtained by the Engineer regarding site conditions and existing underground utilities and similar data are shown on the Drawings. No Geotechnical Investigation Report has been prepared for this project.
- B. Information derived from inspection of topographic maps, or from plans showing locations of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.
- C. Related Work described elsewhere:
  - 1. Section 02 01 10 - Existing Utilities and Underground Structures

1.2 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall satisfy himself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, sanitary sewer, electric power, communications, roads, and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract.
- B. The Contractor shall further satisfy himself as to the character, quality, and quantity of surface and subsurface materials to be encountered by inspecting the, and information presented by the plans and specifications made as part of this Contract. Any failure by the Contractor to acquaint himself with all available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the Work.
- C. The Contractor shall anticipate underground obstructions such as utility lines, foundations, groundwater, stumps, varying soil conditions, and debris. No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by underground obstructions indicated in the Contract Documents. Any such lines or obstructions indicated on the Drawings show only the approximate location and must be verified in the field by the Contractor.
- D. The Contractor shall note that portions of the existing road surfaces are not in structural sections and that heavy truck and equipment operations may cause road surface damage in excess of normal usage. If damage does occur due to construction activity, the Engineer shall be notified immediately before proceeding with the Work, or causing more damage to occur. Damage caused to the existing asphalt road surface by Contractor's operations shall be repaired to "as good or better" condition.

1.3 ADDITIONAL INFORMATION

- A. Prior to bidding, bidders may make their own subsurface investigations subject to time schedules and arrangements approved in advance by the County. Before any subsurface test holes are excavated, obtain clearance from County.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

END OF SECTION

SECTION 02 01 10 - EXISTING UTILITIES AND UNDERGROUND STRUCTURES

**PART 1 GENERAL**

1.1 SUMMARY

- A. Section includes: Contractor is responsible for locating and protecting existing utilities, facilities and underground structures. Responsibilities shall include but are not limited to those defined in this section.
- B. Refer to Drawings for the approximate locations of utilities and underground structures.

1.2 GENERAL

- A. The Contractor shall protect all existing utilities and improvements not designated for removal, and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The approximate locations of known existing utilities are shown in the Drawings. The Contractor shall verify the location of existing utilities at least 2 working days but no more than 14 calendar days prior to the beginning excavation by notifying Underground Services Alert (USA) at (800) 642-2444. The Contractor shall notify the Engineer of any utilities not shown in the Drawings or substantially different from the Drawings. The Contractor shall make exploratory excavations of all utilities including those not shown in the Drawings that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of the Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's Work.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.3 CALIFORNIA ADMINISTRATIVE CODE

- A. Section 1540(a)1 of Construction Safety Orders (Title 8) California Administrative Code, Section 1540 states:
- B. (1) "Prior to opening and excavation, effort shall be made to determine whether underground installations; i.e., sewer, water, fuel, electric lines, etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed Work at least 48 hours prior to the start of actual excavation."
- C. The County and Engineer have determined the location of public utilities and underground structures as well as existing mapping permits. However, in accordance with California's Administrative Code, Section 1540, the Contractor shall make the effort to determine the exact location of underground installations.

**1.4 PUBLIC UTILITIES AND AGENCIES AFFECTED**

- A. Electrical, Pacific Gas & Electric Company has jurisdiction over electrical power - Call: (707) 579-6356 a minimum of 48 hours prior to any excavation within 10 feet of existing electrical lines. It should be noted that where a structure is known to receive service and does not have overhead service, then underground service shall be assumed to exist. For underground utility location call Underground Service Alert (USA) at (800) 642-2444.
- B. Gas, Blue Star Gas has jurisdiction over propane gas power. Call: (707) 923-7827 a minimum of 48 hours prior to any excavation within 10 feet of existing gas lines.
- C. Telephone Service, AT&T - Call: (707) 575-2077. It should be noted that where service to a structure is known to receive service and does not have overhead service, then underground service shall be assumed to exist. For assistance with location of underground telephone facilities, call U.S.A. at (800) 642-2444.
- D. Water Service, Garberville Sanitary District has jurisdiction over water utilities. Call: (707) 823-5331.
- E. Drainage, Garberville Sanitary District has jurisdiction over drainage facilities in the area. Call: (707) 823-5331.
- F. Sewer Service, Garberville Sanitary District has jurisdiction over sanitary sewer facilities in the area. Call: (707) 823-5331.

**1.5 PROTECTION OF STREET OR ROADWAY MARKERS**

- A. The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers, street monuments, or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or the permanent markers points that will be disturbed by the construction operations have been properly referenced. All survey markers or points disturbed by the Contractor shall be accurately replaced after all street or roadway resurfacing has been completed.

**1.6 RESTORATION OF PAVEMENT**

- A. General. All paved areas, including asphalt concrete berms cut or damaged during construction, shall be replaced with similar materials and of a thickness equal to the existing plus 1 inch or 6 inches, whichever is greater, except where specific resurfacing requirements have been called for in the Contract Documents. All pavements that are subject to partial removal shall be neatly sawcut in straight lines.
- B. Temporary Resurfacing. The Contractor shall place temporary surfacing promptly after backfilling and shall maintain such surfacing until final restoration of improvements.
- C. Permanent Resurfacing. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight line to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement and other facilities (i.e., valve lids, manhole covers, etc). The Contractor shall replace damaged pavement striping in kind.
- D. Restoration of Sidewalks. Wherever sidewalks have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks promptly after backfilling

and shall maintain them in satisfactory condition until the final restoration there has been made.

#### 1.7 EXISTING UTILITIES AND IMPROVEMENTS

- A. General. The Contractor shall protect all existing underground utilities and other improvements that may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Utilities to be moved. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by the County to move such property. Time of relocation of the utility by the utility company is not a responsibility of the County. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- C. Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement that is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Engineer and the County of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former location and to equal or better condition as found prior to removal.
- D. County's Right of Access. The right is reserved to the County and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.
- E. Underground Utilities Indicated. Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling, and if damaged, shall be immediately repaired or replaced by the Contractor to the satisfaction of the Engineer.
- F. Underground Utilities not Indicated. In the event that the Contractor damages any existing utility lines that are not indicated or the locations of which are not made known to the Contractor prior to excavation, a written report there-of shall be made by the Contractor to the City.
- G. All costs of locating, repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the Work which was interrupted or idled during such Work will be paid for as extra Work.
- H. Approval of Repairs. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement County before

being concealed by backfill or other Work. Contractor to schedule with County for all inspections.

- I. Maintain In Service. All power and telephone or the communication cable ducts, gas and water mains, irrigation lines, sanitary sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the County of said pipelines, duct, main, irrigation lines, sanitary sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

#### 1.8 TREES WITHIN STREET RIGHTS-OF-WAYS AND PROJECT LIMITS

- A. General. The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the County. All existing trees and shrubs that are damaged during construction shall be trimmed or replaced by the Contractor or a certified tree company under permit from the County. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.
- B. Trimming. Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. All limbs over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material.
- C. Replacement. The Contractor shall immediately notify the County if any tree is damaged by the Contractor's operations. If, in the opinion of the County, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the Contractor shall pay to the County of said tree a compensatory payment acceptable to the County, subject to the approval of the jurisdictional agency or County. The size of the trees shall be not less than 1-inch diameter nor less than 6 feet in height.

#### 1.9 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sanitary sewer, storm drain, gas, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway; the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than three (3) days nor more than seven (7) days prior to excavation so that a representative of said owners of agencies can be present during such Work if they so desire. The Contractor shall also notify USA at (800) 642-2444 at least 2 working days, but no more than 14 calendar days, prior to such excavation.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION**

**3.1 CONTRACTOR RESPONSIBILITY**

- A. The Contractor shall anticipate water, sanitary sewer, electrical, gas, communication, drainage and telephone services. It may be expected that there will be variation in location from that as shown on the Drawings to the actual location. Contractor responsible for verifying actual location in the field after pre-marking by the various utilities affected.
- B. No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.
- C. It should be understood that the various utilities are indicated on the Drawings to show only the approximate location and must be verified in the field by the Contractor. The various utility agencies will cooperate with the Contractor to endeavor to familiarize him with all known underground utilities obstructions, but this will not relieve the Contractor from full responsibility in anticipating and locating their actual location.
- D. The Contractor, in conjunction with the affected utility company(s), shall pothole and establish the horizontal and vertical location of all utilities shown on the Drawings and marked in the field. This may be done on an area-by-area basis, but shall be accomplished at least five working days in advance of the date of construction within such area. Any discrepancies (horizontal and/or vertical) between the location of a utility found by the potholing operation than that shown on the Drawings shall be brought to the Engineer's attention immediately. Potholing shall be required at the connection to existing facilities prior to the shop drawing submittals.

**3.2 PRIOR INVESTIGATION**

- A. Prior to bidding, each bidder shall make his own subsurface investigations, talk to the various utilities affected to secure, for his own information, the knowledge of each utility with the precise location of their facilities so that he may take into account in his bid the difference in location from that believed to exist to that which may actually prove to be the precise location.

END OF SECTION

SECTION 02 41 10 - DEMOLITION, SALVAGE AND ABANDONMENT

**PART 1 GENERAL**

1.1 DESCRIPTION

- A. The Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor as required for the demolition, abandonment, or removal of pavements and structures and utility removals and abandonments, as indicated on the Drawings and as specified herein.
- B. The Work of this Section shall include, but shall not be limited to the following items:
  - 1. Demolition of concrete structures, concrete pavement, curb, gutter, sidewalk, underground piping, and other features as required to install utilities and structures.
  - 2. Salvage of existing materials and equipment for reuse, including existing structural beams, flagpole and base.
  - 3. Abandonment or removal of existing pipe and other utilities as indicated on the Drawings and specified herein.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02 01 00 - Site Conditions
- B. Section 02 01 10 - Existing Utilities and Underground Structures

1.3 DEMOLITION/ABANDONMENT COORDINATION

- A. The Contractor shall anticipate and coordinate construction demolition and improvement as shown on the Drawings and described in the Construction Documents.
- B. The Contractor shall carefully coordinate the extent of the Work in areas where existing utilities shall be reconnected to new facilities and where existing facilities shall remain operational.
- C. While Work is being performed, the Contractor shall provide adequate access for normal operations, including access, routine operation and maintenance. The Contractor shall erect and maintain fences, warning signs, barricades, and other devices as required for the protection of the Contractor's and County's employees and the public around pipelines, structures and excavations. The Contractor shall remove all such protection when the demolition/abandonment operations are completed, or as Work progresses, or when directed by the Engineer or County.
- D. The Contractor shall coordinate all Work with the Engineer or County.
- E. The Contractor shall be responsible for scheduling and coordinating any required shut down and/or relocations as necessary for performance of the work.

1.4 SUBMITTALS

- A. Demolition and Abandonment Plan: The Contractor shall prepare and submit a Utility Demolition and Abandonment Plan to the Engineer for review at least 14 days prior to start of demolition. The procedures shall provide for safe conduct of the Work, careful deactivation, removal and disposition of materials and equipment, protection of property which are to



remain undisturbed, coordination with existing facilities to remain in service, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operation.

#### 1.5 REPAIR OF DAMAGE

- A. Any damage to existing street improvements, utility poles, building elements to remain, other existing utilities and facilities to remain, and private property, as caused by the Contractor's operations shall be repaired at the Contractor's expense to the satisfaction of the Engineer.
- B. Damaged items shall be repaired or replaced with new materials as required to restore damaged items or surfaces to a condition equal to and matching that existing prior to damage or start of Work of this Contract.

#### 1.6 PROTECTION OF EXISTING FACILITIES

- A. Before beginning any cutting, trenching, demolition or abandonment Work, the Contractor shall carefully inspect the existing facilities to determine the extent of the Work. The Contractor shall take all necessary precautions to prevent damage to existing facilities which are to remain in place and in operation. The Contractor shall be responsible for any damages to existing facilities, which are caused by the operations of the Contractor. Damages to such facilities shall be repaired or replaced to existing condition at no additional cost to the County and to the satisfaction of the Engineer. The Contractor shall carefully coordinate the Work of this Section with all other Work and shall provide shoring, bracing, and supports, as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition Work performed under any part of this Contract. The Contractor shall remove all temporary protection when the Work is complete or when so authorized by the Engineer.
- B. The Contractor shall carefully consider all bearing loads and capacities for placement of equipment and material.

### **PART 2 PRODUCTS (NOT USED)**

### **PART 3 EXECUTION**

#### 3.1 DEMOLITION AND ABANDONMENT OF FACILITIES

- A. Demolition shall be accomplished in accordance with applicable codes and regulations. Blasting shall not be permitted.
- B. Disposal of all materials shall be performed in compliance with all applicable local, state and federal codes, regulations, and requirements. Structures to be abandoned shall be cleaned prior to abandonment.
- C. The Drawings used in this Contract to indicate demolition, abandonment and salvage are based on Record Drawings and the best available information on the existing facilities. The structures and utilities may differ slightly. Prior to the submittal of bids, the Contractor shall conduct a comprehensive survey of the facilities to verify the scope of Work, the extent of utilities, and the physical sequencing constraints.

- D. The Contract Drawings define the minimum portion of the structures to be removed. Unless otherwise shown on the Drawings, the Contractor may make rough cuts or breaks that exceed the limits of demolition shown.
- E. All debris, materials, piping, and miscellaneous waste products from the demolition process shall be removed safely from the project site as soon as possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining and complying with these regulations and shall bear all costs associated with disposal of these items.
- F. All equipment, materials, and piping within the limits of the demolition shall become the property of the Contractor, unless noted otherwise on the Drawings, and shall be removed from the site.

### 3.2 UTILITIES

- A. The utilities on site are potable water, gas, sanitary sewer, communications, electricity and storm drains.
- B. The Contractor shall be responsible for coordinating all utility service shut-downs with the County or County's Representative before demolition is started.
- C. Where utility lines that are abandoned or are designated for abandonment are exposed by demolition excavation, they shall be removed.
- D. Piping to be slurry filled, plugged and abandoned. Slurry fill to be a flowable fill and capped with a concrete plug extending a minimum of 12 inches deep into the pipe.
- E. All utilities designated to remain in service shall remain in service for the duration of the work.
- F. Salvage utility facilities for reuse where designated on the Drawings. Store in a safe and protected location until reinstalled. The Contractor shall be responsible for any damages to these facilities. Damages to such facilities shall be repaired or replaced with new at no additional cost to the County and to the satisfaction of the Engineer.

### 3.3 PAVING DEMOLITION

- A. Asphalt concrete and armor coats shall be saw cut with a suitable tool before excavation. For all roads and paved areas, saw cutting shall be required. Breaking of asphalt, concrete, or armor coats with jack hammers or excavation equipment will not be permitted.
- B. All edges of asphalt concrete or armor coats shall be cut four (4) inches vertically, with a neat, square edge.
- C. In all cases, existing asphalt paving or armor coating shall be saw cut out after construction and just prior to final paving to a point twelve (12) inches or more wider than each side of the trench line. Saw cuts shall be parallel or perpendicular to centerline of the trench. Any strip of existing pavement with a width of four (4) feet or less shall be removed and replaced with new pavement.
- D. The Contractor shall dispose of all Portland cement concrete and asphalt concrete generated from removal or demolition activities on the project at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantity (TONS) of the material delivered to the material recycler.

**3.4 PROTECTED AREAS**

- A. The existing structures not designated for removal, along with its associated utilities and landscaping, shall remain in place, in service and accessible to employees. The Contractor shall exercise caution when working near these structures. Any damage to this building, surrounding landscaping, or paved areas shall be repaired or replaced to original pre-contract conditions at the Contractor's sole expense. The Contractor is responsible for providing any temporary access as required for this facility.
- B. All other areas of the site not within the limits of demolition and grading shown on the Drawings shall be left undisturbed. Any damage to these areas during the demolition or construction process shall be repaired or replaced to original pre-contract conditions at the Contractor's sole expense. Disturbed areas, not within the demolition and grading limits shown on the Drawings, shall be reseeded.

END OF SECTION

SECTION 02 81 00 - TRANSPORT AND DISPOSAL OF UNIVERSAL WASTE AND HAZARDOUS MATERIALS

**PART 1 GENERAL**

1.1 SUMMARY OF HAZARDOUS MATERIALS-RELATED WORK

A. General

1. The work described by these specifications is applicable to the Humboldt County Public Works (HCPW) Garberville Veterans Hall (project site) Planned Demolition Project (Project).
  2. This work involves disturbance of finishes and components at the project site project site that are known or assumed to contain hazardous materials, including asbestos, lead and universal waste.
    - a. The Contractor shall determine and implement applicable federal, state and local regulations, including California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) worker protection requirements, including Title 8 of the California Code of Regulations, Section 1532.1 (8 CCR 1532.1) and 8 CCR 1529, in a manner that protects Contractor personnel, the public and the environment from potential asbestos and/or lead contamination resultant from Contractor work in association with this project.
  3. Wastes are to be disposed of by the Contractor as hazardous wastes unless proven otherwise by waste characterization sampling.
    - a. The work includes the proper containment, removal, transport, and disposal of the following potentially hazardous materials associated with Contractor work including, but not limited to, the following:
    - b. All materials used for work area preparation
    - c. All discarded personnel protective equipment
    - d. All other potentially contaminated materials
    - e. All hazardous materials and contaminated waste(s) and debris
- B. Contractor shall furnish all labor, materials, services, insurance and equipment which are specified, shown or reasonably implied for effective transport, and disposal of hazardous materials from the project site including the following work:
1. Asbestos
    - a. Two (2) asbestos containing homogenous materials were identified in association with this project. Suspect Asbestos Containing Material (ACM) may be present in concealed areas. Waste streams suspected to be associated with ACM are to be segregated, containerized, transported and disposed of by the Contractor per applicable regulations and these specifications, including Section 02 82 00 (Asbestos Remediation).

2. Lead
    - a. Waste stream(s) associated with Lead Based Paint (LBP), Lead Containing Paint (LCP) and/or assumed LBP is to be segregated, containerized, transported and disposed of by the Contractor as per applicable regulations and these specifications, including Section 02 83 33 (Lead-Related Construction).
  3. Universal Waste
    - a. Waste streams(s) associated with material designated as Universal Waste (UW) is to be segregated, containerized, transported and disposed of by the Contractor as per applicable regulations and these specifications.
  4. All other debris generated by the work of the Contractor that has been classified as hazardous due to the characteristics of toxicity, as determined by required testing performed by the Contractor in accordance with Title 22 CCR Div. 4.5 and this specification.
- C. All work shall be supervised by experienced persons trained, knowledgeable and qualified in the techniques of hazardous material proper handling, disposal requirements and the subsequent cleaning of contaminated areas.
- D. The Contractor shall be responsible for all costs associated with transportation and disposal of all wastes generated as the result of this work.

#### 1.2 RELATED SECTIONS

- A. Section 02 82 00 Asbestos Remediation
- B. Section 02 83 00 Lead-Related Construction

#### 1.3 RELATED DOCUMENTS

- A. Asbestos Survey, Lead Paint Sampling, & Lead Waste Characterization for Demolition or Renovation of the Garberville Veterans Building, 483 Conger Street, Garberville, California prepared by Brunelle & Clark Consulting, LLC and dated January 8, 2021.

#### 1.4 REFERENCES

- A. The following referenced documents form part of the specifications and the applicable requirements of those documents are incorporated by reference. Conflicts between these Specifications and the referenced documents should be brought to the attention of HCPW, in writing, for resolution before taking any related action. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
  1. Code of Federal Regulations (CFR)
    - a. 29 CFR 1926, Construction Standards
    - b. 29 CFR 1926 Subpart Z, Toxic and Hazardous Substances
    - c. 29 CFR 1926.1101, Asbestos (including all mandatory appendices)

- d. 40 CFR Part 61, Subpart A and Subpart M, USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP)
  - e. 40 CFR Part 82, Protection of Stratospheric Ozone: Supplemental Rule Regarding a Recycling Standard Under Section 608 of the Clean Air Act; Final Rule
  - f. 40 CFR Parts 261, 265, and 268, Hazardous Waste Management
  - g. 40 CFR Part 273, Standards for Universal Waste Management
  - h. 40 CFR Part 761.41, PCBs Manufacturing, Processing, Distribution in Commerce, and use Prohibitions
  - i. 40 CFR Part 763, Asbestos Emergency Hazard Emergency Response Act (AHERA)
  - j. 49 CFR Parts 172, 173, 178, 179, Hazardous Material Transportation
  - k. Guidance on the Management of Polychlorinated Biphenyls (PCBs), Environmental Guidance Manual, US Department of Energy Office of Environmental Guidance, RCRA/CERCLA Division (EH-231), DOE/EH-0350, June 1993
2. California Code of Regulations (CCR)
- a. 8 CCR Division 1, Chapter 4, Construction Safety Orders
  - b. 8 CCR Article 2.5, Registration of Asbestos Work, Sections 341.6–341.14
  - c. 8 CCR Section 1529, Asbestos
  - d. 8 CCR Section 5144 Respiratory Protection
  - e. 22 CCR Division 4.5, Environmental Health Standards for Management of Hazardous Waste, including:
  - f. 22 CCR Division 4.5, Chapter 10, Hazardous Waste Management System: General
  - g. 22 CCR Division 4.5, Chapter 11, Identification and Listing of Hazardous Waste
  - h. 22 CCR Division 4.5, Chapter 12, Standards Applicable to Generators of Hazardous Waste
  - i. 22 CCR Division 4.5, Chapter 16, Recyclable Materials (Recyclable Hazardous Waste)
  - j. 22 CCR Division 4.5, Chapter 18, Land Disposal Restrictions
  - k. 22 CCR Division 4.5, Chapter 23, Standards for Universal Waste Management
  - l. 22 CCR Division 4.5, Chapter 31, Waste Minimization
  - m. California Environmental Protection Agency (Cal/EPA), California Air Resource Board (CARB), Final Regulation Order, Section 93105, Asbestos Airborne Toxic Control Measures for Construction, Grading, Quarrying, and Surface Mining Operations

- n. California Health and Safety Code, Division 20, Chapter 6.5, Section 25143.2 (d)(7), (e), & (f) and Sections 25143.9 & 25143.10 – regarding recycling CFC or HCFC gasses.
- B. North Coast Air Quality Management District (NCUAQMD)
  - a. The Rules and Regulations of the NCUAQMD
- C. Fire, Life & Safety Regulatory Authority
  - a. Applicable rules and regulations issued by the State Fire Marshall

## 1.5 DEFINITIONS

- A. Definitions specific to the work of this section:
  - 1. Action Level (AL) – Cal/OSHA employee exposure level for airborne concentrations of lead of 30 micrograms per cubic meter of air (30  $\mu\text{g}/\text{m}^3$ ) calculated as an eight-hour time-weighted average (TWA) per CCR Title 8, Section 1532.1 Lead (8 CCR 1532.1)(b).
  - 2. Air Monitoring – The process of measuring the air contaminant content of a specified volume of air in a stated period of time. The purpose of air monitoring is to determine compliance with regulatory occupational and specified environmental exposure limits for airborne contaminants.
  - 3. Asbestos Containing Material (ACM) – Any material containing more than one percent asbestos.
  - 4. Asbestos Containing Construction Material (ACCM) – Any manufactured construction material which contains more than one tenth of one percent asbestos by weight.
  - 5. Asbestos-related work – Any activity that disturbs ACCM and may release fibers into the air.
  - 6. Cal/OSHA – The State of California Department of Industrial Relations, Division of Occupational Safety and Health.
  - 7. CDPH – The State of California Department of Public Health.
  - 8. Certified Lead Supervisor – A certified lead supervisor is an individual who has received a certificate or an interim certificate from CDPH as a “certified lead supervisor.”
  - 9. Certified Lead Worker – A certified lead supervisor is an individual who has received a certificate or an interim certificate from CDPH as a “certified lead worker.”
  - 10. Competent Person – An onsite supervisor who has been formally trained in hazardous materials work and who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate such hazards. In addition, a competent person for asbestos work is one who is specially trained in accordance with the USEPA Model Accreditation Plan (40 CFR part 763) for supervisor, or its equivalent, and who is capable of selecting the appropriate control strategy for asbestos exposure and/or asbestos-related hazards.

11. Containment – Protective physical barriers and associated means and methods used to contain airborne contaminant dust and debris within the work area and prevent contamination of surfaces and grounds below and adjacent to areas where a hazardous material is being disturbed.
12. Coolant gasses – Refrigerant gasses that are known or suspected to contain regulated chlorofluorocarbon (CFC) or HCFC gasses whose release to atmosphere is prohibited and that require special equipment and EPA certified refrigerant reclaimer personnel to safely and properly remove the gas for recycling or destruction at a permitted facility so that the remaining equipment to be demolished or removed can be disposed of in accordance with applicable regulations.
13. Designated representative/Client's Representative – Person(s) designated or appointed by HCPW to represent them in matters concerning work project at the site.
14. Fluorescent Light Ballast (FLB) – A device that electrically controls fluorescent light fixtures. Most existing FLBs include a capacitor containing 0.1 kilograms or less of dielectric fluid that may contain PCBs. Ballasts manufactured prior to 1979 may contain PCB capacitors. More recently, electronic ballasts have come into use that do not have dielectric fluids or PCBs. Ballasts with PCB capacitors also contain asphalt potting compounds which are likely to contain PCBs.
15. Fluorescent Lamp or Tube – A low pressure electric discharge lamp which generates ultraviolet light radiation by the passage of an arc through mercury vapor; the inner surface of the lamp tube is coated with a phosphor which absorbs the ultraviolet light and converts some of it to visible light. Spent fluorescent tubes typically contain mercury in concentrations exceeding the total threshold limit concentration (TTLC) and/or the soluble threshold limit concentration (STLC) making them a presumptive hazardous waste in California.
16. Hazardous Materials – Substances with properties that can cause injury or illness to humans or adversely impact living organisms in the environment under certain conditions. Hazardous materials include both organic and inorganic chemicals and chemical compounds. Includes any substance on the list of hazardous substances prepared by the Director of the California Department of Industrial Relations, pursuant to Labor Code Section 6382 and also known as the Director's List. For this project, hazardous materials include but are not limited to asbestos, lead, chromium, hexavalent chromium, PCB, and mercury compounds.
17. Hazard Communication (HAZCOM) – Hazard communication training and product labeling is required by Cal/OSHA to be implemented by HCPW for each employee exposed to hazardous materials. HAZCOM shall be in accordance with the Hazard Communication Standard (8 CCR 5194). For this plan, HAZCOM training shall be understood to include the hazards associated with lead containing materials and surface coatings.
18. Hazardous Lead Waste – Lead-containing 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 4.5. Any substance(s) listed in Chapter



11 Section 66261.24 at concentrations greater than the applicable listed Soluble Threshold Limit Concentration (STLC) or Total Threshold Limit Concentration (TTLC) is considered hazardous waste and 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.

19. Hazardous Waste – Waste material that is listed or meets the criteria for hazardous waste as set forth in California Code of Regulations (CCR), Title 22, and Article 9 (see below). At minimum, with regard to the work project, the following shall be considered to be hazardous wastes associated with lead containing paint with respect to this section:
  - a. Debris that has been classified as hazardous due to the characteristics of toxicity, as determined by testing in accordance with Title 22 CCR, Div. 4.5.
  - b. Any substance listed in Chapter 11, Section 66261.24 at concentrations equal to or greater than its listed Soluble Threshold Limit Concentration (STLC) of 5.0 parts per million (ppm) or Total Threshold Limit Concentration (TTLC) of 1000 ppm. If the STLC or TTLC values are exceeded, the lead related waste will need to be further characterized by the Toxicity Characteristics Leaching Procedure (TCLP) in accordance with 40 CFR 261.
  - c. Friable ACM, Regulated Asbestos Containing Material (RACM), or nonfriable ACM rendered friable during work or demolition.
20. HCPW – The Humboldt County Public Works, owner and operator of the project site, and HCPW's authorized personnel and designated representatives.
21. Heavy Metals – Toxic metals, including but not limited to lead, arsenic, cadmium, chromium including chromium (VI), mercury and others that have toxic properties to humans and the environment.
22. HEPA Filter – A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97 percent of particles greater than 0.3 microns in diameter.
23. HEPA Vacuum Equipment – High efficiency particulate air (HEPA) 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.
24. Incinerator – An engineered device using controlled flame combustion to thermally degrade PCBs and PCB items. Examples of devices used for incineration include rotary kilns, liquid injection incinerators, cement kilns, and high temperature boilers.
25. Intact LCP/LBP Components – LCP/LBP components (including equipment) removed substantially intact with LBP firmly adhering to the surface.
26. Lead Based Paint (LBP) – Paint that contains greater than or equal to 0.5 percent lead by weight, or 5,000 ppm, when analyzed by atomic absorption spectroscopy (AAS) or inductively coupled plasma-atomic emissions spectroscopy (ICP-AES) or 1.0 milligrams of lead per square centimeter (mg/cm<sup>2</sup>) as determined by x-ray fluorescence (XRF) testing or laboratory analysis, or as identified by plan. Untested paints or coatings must

be presumed to contain LBP. The presence of LBP triggers specific CDPH rules for residential and public buildings. LBP triggers certain Cal/OSHA pre-job notification requirements if quantity thresholds are exceeded.

27. Lead Containing Paint – Consumer Product Safety Commission (CPSC) definition of a paint or finish coating with a lead content of greater than 0.009 percent by weight (90 ppm). Note: Cal/OSHA regulation requires compliance with worker protection rules when impacting paint or material containing lead at any detectable level. Untested paints must be presumed to contain lead at Lead Based Paint (LBP) levels (see LBP definition, above).
28. Lead Containing Material – Any material, other than a paint or coating, with a lead content of 0.5 percent (5,000 ppm) or greater. Lead containing material may pose occupational and environmental hazards depending on lead content (level), operation or process, amount of disturbance, and other factors.
29. Lead Contaminated Dust – Lead-contaminated dust means dust that contains an amount of lead equal to, or in excess of:
  - a. Ten micrograms per square foot (10 µg/ft<sup>2</sup>) for interior floor surfaces; or
  - b. One hundred µg/ft<sup>2</sup> (100 µg/ft<sup>2</sup>) for interior horizontal surfaces; or
  - c. Four hundred µg/ft<sup>2</sup> (400 µg/ft<sup>2</sup>) for exterior floor and exterior horizontal surfaces.
30. Lead Contaminated Soil – Lead-contaminated soil means bare soil that contains an amount of lead equal to, or in excess of, four hundred parts per million (400 ppm) in children’s play areas and one thousand parts per million (1000 ppm) in all other areas.
31. Lead Hazard – Lead hazard means deteriorated lead-based paint, lead contaminated dust, lead contaminated soil, disturbing lead-based paint or presumed lead-based paint without containment, or any other nuisance which may result in persistent and quantifiable lead exposure.
32. Lead Related Construction – Any construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of any residential or public building, including preparation and clean-up, that, by using or disturbing lead containing material or soil, may result in significant exposure of adults or children to lead.
33. Lead Related Waste – Paint chips, vacuum dust, and debris, used cleaning articles, wastewater, plastic sheets and other disposable items used during lead/chromium containing paint impaction are considered lead contaminated waste or suspect hazardous waste pending further characterization.
34. Leak or Leaking – Any instance in which a PCB Article, PCB Container or PCB Equipment has any PCBs on any portion of its external surface.
35. Mercury – A metal, liquid at room temperature, silver in color. Mercury is toxic by inhalation and skin absorption. Mercury is a poison to the central nervous system and gastrointestinal system. Mercury is considered an inorganic persistent and bioaccumulative toxic substance subject to Cal/EPA hazardous waste regulations.

36. Non-Hazardous Waste – Waste that does not meet any regulatory definition of hazardous, including nonfriable asbestos material and/or material containing less than one percent asbestos.
37. Parts Per Million (ppm) – A common unit used to denote the lead concentration of surface coatings. Note: ppm is equivalent to milligrams per kilogram (mg/kg).
38. PCB Ballast – An FLB that is known or suspected to contain PCBs. All FLBs must be considered PCB ballasts unless they are:
  - a. Labeled or marked “No PCB” by the manufacturer.
  - b. Manufactured in 1979 or later as indicated and verified on a date stamp or code, located on the ballast.
  - c. Labeled as “Electronic Ballasts” by the manufacturer.
  - d. General Electric HDF Ballasts manufactured from 1977 to 1978 and which have a “W” added to their catalogue number on the label of the ballast.
  - e. PCB Equipment – Equipment such as transformers, switch gear, circuit breakers that contain oils or dielectric fluids likely to have been manufactured prior to July 2, 1979. If the date of the manufacture and the type of dielectric fluid are unknown, any person must assume the equipment to be a PCB Equipment.
  - f. PCB Contaminated Equipment – Equipment which contains fluid whose PCB concentration is equal to or greater than 50 parts per million and less than 500 parts per million.
39. Polychlorinated Biphenyl (PCB) – PCBs are any chemical substances consisting of the biphenyl molecule chlorinated to varying degrees or any combination of such molecules. PCB's have had a wide variety of past uses, including: dielectric fluids in transformers, capacitors. PCB is also often a contaminant in hydraulic fluid systems. PCBs are clear to yellow oily substances which are toxic to the liver and reproductive system. PCBs are suspect human carcinogens.
40. PCB-Contaminated Material – A non-liquid material containing PCBs at concentrations greater than or equal to 50 parts per million but less than 500 parts per million; a liquid material containing PCBs at concentrations greater than or equal to 50 parts per million but less than 500 parts per million or where insufficient liquid material is available for analysis, a non-porous surface having a surface concentration of greater than 10 micrograms per 100 square centimeters but less than 100 micrograms per 100 square centimeters, measured by a standard wipe test as defined in 40 CFR 761.123
41. Permissible Exposure Limit (PEL) – This is the highest level of a regulated contaminant in air that an employee can be permitted to be exposed to in an eight-hour workday without respiratory protection. When the PEL is exceeded, action must be taken to lower the exposure level and protect the worker per applicable regulations.
42. Lead PEL – An exposure to airborne lead of 50 micrograms of lead per cubic meter of air ( $50 \mu\text{g}/\text{m}^3$ ), averaged over an 8-hour workday referred to as a time weighted average (TWA).

43. Asbestos PEL – An exposure to airborne asbestos fibers of 0.1 fibers per cubic centimeter of air), averaged over an 8-hour workday (0.1 f/cc TWA).
44. Personal Protective Equipment (PPE) – Coveralls, respirators, gloves, eye and hearing protection, hardhats and/or other personal equipment worn by individuals for the purpose of shielding from exposure to potentially hazardous materials or site conditions.
45. Presumed Lead-Based Paint – Presumed lead-based paint means paint or surface coating affixed to a component in or on a structure constructed prior to January 1, 1978. Presumed lead-based paint does not include paint or surface coating that has been tested and found to contain an amount of lead less than one milligram per square centimeter (1.0 mg/cm<sup>2</sup>) less than half of one percent (0.5%) by weight, or less than 5,000 ppm.
46. Qualified Person – The specially trained individual to be responsible for conducting air sampling, calibration of air sampling pumps, evaluating sampling results, and conducting respirator fit tests. This role is often assigned to the Competent Person.
47. Recycling – Spent fluorescent tubes can be recycled, allowing for the recovery of mercury, glass, and aluminum end caps. There are a number of facilities within California Authorized by Cal/EPA for recycling of fluorescent tubes. Metals associated with PCB ballasts can be recycled, but the PCBs must be incinerated by TSD facility permitted by the EPA for PCB incineration.
48. Regulated Area – An area established by the employer to demarcate areas where hazardous materials-related work is conducted, and any adjoining area where debris and waste from such work accumulates.
49. Removal – Procedures specified as necessary to remove and clean-up hazardous materials, paint and debris with heavy metal contamination or components with heavy metal containing coatings from the designated areas and to dispose of these materials at an acceptable site in accordance with Federal, State and Local Regulations.
50. Stabilization – Process of stabilizing existing loose or deteriorated paint by removing loose paint and preparing the surface for painting using lead trained workers and a suitable containment system to prevent lead hazard to personnel or the environment. Proper surface preparation with lead dust and contamination controls is required. Stabilization is normally complete with removal of loose paint on components and equipment to be demolished. However, the final step of stabilization for components to remain is the application of a suitable or specified primer coat and, depending on the project plans, finish coats when and as specified. Also referred to as lead paint stabilization, surface preparation, or LBP stabilization.
51. State – The State of California.
52. Trigger Task – Operation, process or task specifically identified by Cal/OSHA Lead Standard - 8 CCR 1532.1 as a potential lead exposure hazard requiring certain protective measures to be implemented prior to obtaining the results of an initial exposure assessment.

53. Transportation Storage Disposal (TSD) Facility – An USEPA or State permitted facility for transportation, storage, and disposal of hazardous wastes.
54. Universal Waste – Certain common designated hazardous wastes that are required to be handled and disposed of or recycled in accordance with special rules. Includes fluorescent light tubes, high intensity discharge (HID) lamps, sodium vapor lamps, mercury switches, mercury thermostats, nickel-cadmium (NiCad), Silver, Mercury, and other batteries (often used in building alarms and emergency systems), and other items.
55. USEPA – United States Environmental Protection Agency.
56. 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.
57. Washroom/Hygiene Facility – A facility established or designated outside the work area for personnel decontamination. Where an asbestos or lead PEL is exceeded, the washroom/hygiene facility shall contain a shower with hot and cold water and a water filtration system.
58. Waste Coordinator – HCPW individual(s) identified to provide waste material handling, storage, transportation, disposal and general waste regulation compliance oversight and guidance.
59. Wet Cleaning – The process of eliminating lead dust contamination from building surfaces and objects by using wet cloths, mops, or other cleaning tools which have been washed with specified detergent solutions and rinsed with clean water.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

- A. Provide six (6) mil thick polyethylene sheeting.
- B. Provide six (6) mil thick leak-tight polyethylene bags.
- C. Provide other impervious containers or drums as required by applicable regulations.
- D. Duct tape, two inches (2") or wider, capable of sealing joints of adjacent sheets of plastic sheets and for attachment of plastic sheets to finished or unfinished surfaces or dissimilar materials and capable of adhering under both dry and wet conditions.

## **PART 3 PROJECT EXECUTION**

### **3.1 REQUIRED LICENSURE/CERTIFICATES**

- A. Transportation of hazardous waste:
  1. Contractor shall itself be, or have a subcontractor who is, a registered hazardous waste transporter with the California Department of Toxic Substances Control (DTSC). The contractor shall submit to the Client's Representative the names, terminal addresses and commercial hauler CA numbers for at least two potential hazardous waste haulers

at least 10 days prior to the start of abatement activities. Notification fees shall be paid for by the contractor.

- B. Transportation of non-hazardous waste:
  - 1. Operator of a non-hazardous waste hauling company must comply with State and local licensing requirements applicable to the type of waste, type of vehicle utilized to haul waste, and the destination for disposal or recycling of the waste.
- C. Subcontractors shall hold all licenses applicable to the specified trade work.

### 3.2 SUBMITTALS AND NOTICES

- A. Contractor shall submit the following to HCPW prior to the start of work applicable to these specifications:
  - 1. Name and training documentation for the Competent Person responsible for disposal compliance (hazardous waste, non-hazardous waste, and construction debris).
  - 2. Plan for disposal of hazardous wastes, associated contaminated wastes, non-hazardous wastes, and construction debris generated by this work in accordance with all applicable federal, state and local regulations
  - 3. Name and certification of laboratory to be used for waste characterization analysis.
- B. The contractor shall submit to HCPW the name, addresses (both business and truck terminal), USEPA identification number, California hazardous waste hauler registration number (if applicable), and California 'CA' commercial transporter number of the firm that is intended to be utilized to transport for disposal the asbestos and other wastes. This information shall be sent to:

Humboldt County Public Works  
Attn: Sean P. Meehan, Architect, LEED AP  
Deputy Director – Facilities Management  
1106 Second Street  
Eureka, California 95501  
(707) 268-2662

- C. HCPW may utilize this information to obtain a Management Information System Terminal Evaluation Report (MISTER) from the California Highway Patrol. The waste hauler(s) must have no "Unsatisfactory" ratings in the report if the hauler is to be approved by HCPW.

### 3.3 WORKER PROTECTION PROCEDURES

- A. Each worker assigned to perform work under this section shall be trained on the hazards of mercury, PCBs and other chemicals encountered during work under this section. Workers shall be trained in the Contractor's protective measures and procedures to prevent and control worker exposure. Such training shall be completed and documented prior to assignment of each worker to tasks covered by this section.
- B. Workers shall wear the appropriate chemically resistant gloves during clean up of PCB ballasts, transformers with PCB oil, and PCB-Contaminated Materials. In addition, for

- removal and handling of leaking PCB ballasts or clean up of PCB-Contaminated Materials, full body disposable protective suits shall be worn.
- C. Workers shall not eat, drink, smoke, or chew gum or tobacco while engaged in PCB ballast removal, handling or clean-up. Prior to leaving the Work Area to take a break or at the end of a work shift, each worker will carefully wash their hands using warm soapy water.
  - D. Prior to starting removal operations, lock-out/tag-out electrical power to all systems to be removed.

### 3.4 WARNING SIGNS

- A. Signs shall be posted at each approach to areas where hazardous material-related work and/or waste storage is conducted.
- B. Signs shall be posted at a distance sufficiently far enough away from a Work Area to permit a person to read the sign and take necessary protective measures to avoid exposure.
- C. Asbestos Warning Signage
  - 1. Post warning signs meeting the specifications of 8 CCR 1529 at perimeter/entry points to work areas where airborne concentration of asbestos fibers may exceed ambient background levels.
  - 2. Language for warning signs is typically presented in the following format:

**DANGER  
ASBESTOS  
MAY CAUSE CANCER  
CAUSES DAMAGE TO LUNGS  
AUTHORIZED PERSONNEL ONLY**

- D. Lead Warning Signage
  - 1. Post warning signs meeting the specifications of 8 CCR 1531 at perimeter/entry points to the work areas where airborne concentration of lead may exceed ambient background levels.
  - 2. Language for warning signs is typically presented in the following format:

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

### 3.5 LIGHTING, TRANSFORMER, AND SWITCHGEAR SYSTEM REMOVAL

- A. Verify lock-out/tag-out of electrical power to all lighting, transformer, and switchgear systems to be removed has been completed.
- B. Remove fluorescent tubes and/or mercury HID lamps intact and place in protective storage containers to avoid breakage.

- C. Place removed lighting tubes and HID lamps in secure labeled storage pending shipment for disposal or recycling.
- D. Remove systems to be demolished and place on a work surface protected with at minimum one layer of six mil plastic sheeting for removal of PCB electrical components such as ballasts, circuit breakers, and similar items.
- E. Open the lighting fixtures to examine the ballast systems. If ballast is labeled "No PCB", is an electronic ballast, or has a date stamp indicating it was manufactured in 1979 or later, it may be considered a non-PCB ballast. Other ballasts, which do not meet one or more of the above-noted criteria, shall be treated as PCB ballasts in the absence of valid product information stating otherwise.
- F. PCB ballasts which show visible evidence of leakage shall require the use of appropriate oil-resistant gloves during handling.
  - 1. Leakage of a clear to yellowish oily substance requires use of appropriate gloves for handling. Additionally, disposable protective coveralls shall be worn, as needed, to prevent contamination of personal clothing.
  - 2. PCB ballasts with evidence of leakage shall be double wrapped and sealed in plastic sheeting or bags.
- G. Place disposable gloves and coveralls in a six mil plastic waste bag containing a PCB warning label. Seal and place in pre-labeled shipping container(s).
- H. Request the Observation Service to conduct an inspection daily to verify proper identification and segregation of lighting ballasts based on PCB content. Upon satisfactory completion of inspection, carefully place PCB ballasts in approved, labeled, storage/shipping containers or drums and place in secure storage pending disposal as a PCB waste.
- I. After inspection and upon approval of the Observation Service or State representative, place non-PCB ballasts in a non-hazardous waste bin for recycling or disposal as required.
- J. Removed transformer and switch gear equipment shall be labeled "PCB Equipment" pending sampling and analysis of fluids, or assumption of PCB content in the absence of valid objective information and data indicating otherwise.
- K. Remove any known or suspect PCB oil exterior surface contamination from the equipment and containerize for shipping as PCB equipment. Dispose of all PCB equipment at properly permitted PCB disposal and incineration facilities.

### 3.6 PCB SURFACE CONTAMINATION, CLEAN-UP AND/OR DISPOSAL

- A. Surfaces which have become contaminated by asphalt potting compound(s) or PCB oil leakage from a leaky PCB ballast and/or PCB transformer shall be either disposed of as PCB contaminated items subject to the State's approval or shall be cleaned and decontaminated by the Contractor to removal any PCB residue to the decontamination standards.
  - 1. Clean-up and decontamination procedures:
    - a. Protect all proximate surfaces such as floors below contaminated surfaces with two layers of six mil plastic sheeting.



- b. Put on protective coveralls, PCB resistant gloves, and an approved respirator with organic cartridges.
- c. Cordon off the area with barrier tape and remove all sources of ignition within 50 feet of the cleaning area.
- d. Secure building ventilation to the area and provide adequate ventilation through use of windows, other passive ventilation. Clean surface using clean rags dampened with an approved safety solvent such as Stoddard solvent. Use minimum amount of solvent necessary to dampen rags.
- e. Wipe items on surfaces until no visible signs of contamination are present. At minimum, three separate wipe downs with fresh cleaning materials is required.
- f. Place spent cleaning materials in sealed plastic bags labeled with the PCB caution label. Place sealed bags in approved shipping container(s) for disposal as a PCB hazardous waste (greater than 500 ppm).
- g. The adequacy of the clean-up shall be determined by visual inspection of the surfaces by the Observation Service and, at the State's discretion, by clearance wipe sampling per 40 CFR Part 761, Subpart G.
- h. When wipe samples are employed, the clean-up shall be considered satisfactory if the surface wipe result(s) are below 10 micrograms of PCB per 100 square centimeters of surface area for surfaces

### 3.7 BALLAST DISPOSAL

- a. Non-PCB ballasts and/or non-PCB equipment may be disposed of or recycled as non-hazardous construction waste.
- b. PCB ballasts and/or Transformers with PCB oil or assumed PCB oil shall be sampled, stored, and disposed of as California Hazardous Waste according to one of the following two methods as directed by the State or Observation Service
  - 1) Disposal in appropriate packaging along with a suitable non-biodegradable absorbent material and subsequent burial at an approved and properly permitted Class I Hazardous Waste Landfill (dependent upon laboratory results and method of disposal).
  - 2) Disposal by incineration of PCB containing materials at an EPA permitted incinerator site that meets 40 CFR 761 requirements with non-hazardous metals being salvaged and recycled.
- c. All shipping containers and drums containing PCB ballasts and/or Transformers with PCB oil or assumed PCB oil are to be labeled with the yellow PCB "Contains PCBs" caution labels along with the name and address of the generator, date removed, description of waste, waste manifest number, and DOT shipping designation:
- d. RQ, Polychlorinated Biphenyls, 9, UN 2315, PG2.
- e. A California hazardous waste manifest shall be prepared by the Contractor and used for each shipment of PCB ballasts, Equipment, Item or Articles with PCB oil or assumed PCB oil and PCB-Contaminated Materials.

### 3.8 LIGHTING TUBE, MERCURY LAMP, & OTHER UNIVERSAL WASTE DISPOSAL

- A. Spent fluorescent light tubes and mercury HID lamps shall be considered universal wastes, packaged in protective containers that prevent breakage, and labeled as such for temporary on-site storage, transportation and disposal. Fluorescent lighting tubes and HID lamps shall be recycled at a California permitted recycler.
- B. At minimum, a Bill of Lading shall be used to transport spent lighting tubes and HID lamps and other mercury containing items and batteries to an authorized recycler.
- C. The Contractor shall provide the State's Observation Service with copies of each hazardous waste manifest or Bill of Lading for shipping of mercury containing lighting wastes for disposal or recycling.
- D. All other Universal Wastes, including sodium lamps and batteries, shall be packaged, labeled, shipped and disposed of as a hazardous universal waste according to regulation.

### 3.9 REMOVAL AND RECYCLING OF COOLANT GASSES

- A. All air conditioning units, refrigerators, and refrigerated water drinking fountains shall be assumed to contain regulated chlorofluorocarbon (CFC) and/or HCFC gasses subject to federal and state regulation pertaining to containment and recycling.
- B. Use only properly EPA certified Refrigerant Reclaimers to remove CFC or HCFC from equipment to be demolished and scrapped.
- C. Remove CFC and HCFC gasses by approved equipment and methods which prevent escape to the atmosphere and recycle removed gasses in accordance with applicable federal and state regulation.
- D. Removed refrigerant gasses must be recycled or destroyed per regulation.

### 3.10 DISPOSAL CONTAINERS FOR HAZARDOUS WASTE

- A. The Contractor shall provide for secure onsite temporary storage of hazardous material, hazardous waste, and related wastes.
  - 1. All waste shall be stored in secure, locked, labeled, sealed impervious containers and not placed on the unprotected ground. Filled waste containers shall be locked and secured against unauthorized entry while stored onsite.
  - 2. 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.
  - 4. Waste storage location, equipment, containers and methods are subject to prior approval by HCPW.
- B. Provide labels for all waste container as all waste shall be labeled as hazardous or presumed hazardous, unless proven otherwise by appropriate sampling and laboratory analysis.

- C. All hazardous waste shipping containers shall meet applicable United States Department of Transportation (DOT) requirements.

### 3.11 WASTE PACKAGING PROCEDURES

#### A. Hazardous Waste

1. The Contractor shall adhere to the requirements of 40 CFR 262 and 265 and Title 22, Division 4.5 for the onsite handling of hazardous waste, 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. The contractor is fully responsible for identifying, collecting, bagging, containerizing and labeling hazardous wastes per applicable regulations.
3. Waste shall be removed from the Work Areas and properly containerized no later than the end of each work shift.
  - a. Debris and waste components shall be containerized no later than the end of each work shift and un-containerized waste shall not be left within the Work Area overnight.

#### B. Non-Hazardous Waste

1. Asbestos
  - a. Asbestos waste that is nonfriable and that does not contain greater than one percent asbestos is regulated by DTSC as non-hazardous waste. Such waste must be containerized and labeled according to all applicable regulations, including 8 CCR 1529. Waste containing asbestos must be properly characterized and disposed of according to all applicable regulations, including DTSC and USEPA transport and disposal procedures.
2. Lead
  - a. Lead waste that does not exceed the federal or state waste characterization criteria via TTLC, STLC and/or TCLP analysis is considered non-hazardous for disposal purposes. Such waste must be containerized and labeled according to all applicable regulations, including 8 CCR 1532.1. Waste containing lead must be properly characterized and disposed of according to all applicable regulations, including DTSC and USEPA transport and disposal procedures.

### 3.12 WASTE LABELS

- A. Hazardous wastes shall be labeled according to federal, state and local regulations including but not limited to Title 22 CCR, Chapter 30 and 49 CFR Parts 172, 173, 178 and 179.
- B. Asbestos Waste Labels
  1. All material containing asbestos shall be labeled in accordance with Cal/OSHA labeling requirements and include the following language:

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

2. In addition to the above warning label, friable ACM (RACM) shall be labeled with a hazardous waste generator label in accordance with the California Hazardous Waste Control regulations, as follows:

Hazardous Waste  
Humboldt County Public Works  
Attn: Sean P. Meehan, Architect, LEED AP  
Deputy Director – Facilities Management  
1106 Second Street  
Eureka, California 95501  
(707) 268-2662  
Asbestos Waste Solid,  
Inhalation Hazard  
Accumulation Start Date: (date that each bag is filled)  
USEPA Identification (ID) Number: (Contractor to request ID number from HCPW)

**3.13 WASTE STORAGE, SEGREGATION AND CHARACTERIZATION**

- A. It is the Contractor's sole responsibility to ensure the waste produced by the Contractor is properly characterized and disposed of.
- B. The Contractor shall be responsible for secure onsite temporary storage for known or suspect hazardous waste, associated dust/debris, and related wastes (i.e. used PPE, used poly sheeting, etc.)
- C. Each category of suspect hazardous waste shall be tested and characterized according to requirements of the selected permitted waste disposal site.
  1. If other hazardous constituents are known or suspected to be present, the testing shall also include those substances.
  2. All testing shall be performed by a laboratory that complies with and is certified under the Environmental Laboratory Accreditation Program (ELAP) established by CDPH.
  3. The cost of all waste characterization or waste profiling required by the approved landfill will be the responsibility of the Contractor.
- D. Asbestos Waste Characterization
  1. The contractor is fully responsible for identifying, collecting, bagging, containerizing and labeling all friable asbestos containing wastes, if produced during this project, per the hazardous waste control regulations.
  2. Containerize all asbestos-containing demolition debris waste streams in lockable waste shipping containers lined with at least two layers of 6 mil poly sheeting, or equivalent.

Asbestos warning labels meeting Cal/OSHA requirements shall be affixed to the exterior of the shipping container and to the exterior of the inner liner.

3. Clean external surfaces of containers thoroughly in the designated wet cleaning area of the equipment decontamination unit/area. Wet wipe each container thoroughly, and move to holding area pending removal to uncontaminated areas.
4. When loading ACM waste for disposal, establish a regulated area, restrict general access, and post warning signs meeting the specifications of Cal/OSHA General Industry Safety Order Section 5208 and/or Cal/OSHA 8 CCR Section 1529 (k)(7) at perimeter/entry points to the loading area.
5. Hazardous materials/waste characterization for asbestos generally applies to RACM and may be applicable to nonfriable ACM, if such nonfriable materials are rendered friable and/or impacted with mechanical means.

E. Lead Waste Characterization

1. Suspect hazardous waste streams and waste categories listed below shall be considered lead hazardous waste until proven otherwise through testing. Suspect hazardous waste shall be segregated by the HCPW based on potential for exhibiting hazardous waste characteristics. Lead related wastes, at a minimum, are to be segregated into the below listed categories:
2. Category I: Paint removed by chemical stripping, mechanical removal or abrasive media, paint chips, vacuum bags, used cleaning materials. These materials are typically hazardous wastes and shall be assumed hazardous unless proven nonhazardous via approved laboratory analysis.
3. Category II: Plastic sheeting and tape, disposable clothing, and equipment. These materials shall be non-hazardous if properly cleaned and decontaminated. However, these items are to be considered hazardous wastes subject to testing.
4. Category III: Work dust and debris from lead painted finishes and structures undergoing work are to be considered hazardous waste subject to testing.

F. Waste streams shall be tested by the Contractor using the established regulatory lead testing protocol thresholds (see 02 83 00) for determination of hazardous waste characterization:

1. Composite representative samples shall be taken of each waste stream category generated and shall be composited into one sample for analysis. A sufficient number of samples shall be taken adequately characterize each category of waste generated. It will be the responsibility of the Contractor to ensure representative samples are taken from each category of segregated waste.
2. The waste shall be packaged, stored, handled, transported and disposed of for each category of waste generated based on the testing results and regulatory protocol.
3. Based on the above testing protocols, any representative waste stream having a soluble lead concentration greater than or equal to five ppm lead as determined by STLC or TCLP analyses or any waste greater than or equal to 1,000 ppm lead using the TTLC analysis shall be considered a lead hazardous waste. If the TTLC result for a waste

stream is less than 50 ppm lead, then no further testing is required for the sampled waste stream unless the waste changes in character or composition.

G. Fluorescent Light Tube and Ballast Characterization

1. Fluorescent tubes and/or mercury HID lamps are classified as universal waste.
2. Remove light tubes and lamps without breaking them, and place in protective storage containers to avoid breakage.
3. Place removed lighting tubes and HID lamps in secure labeled storage pending shipment for disposal or recycling
4. Fluorescent light ballasts that are known or suspected to contain PCBs are described as PCB ballasts. Fluorescent light ballasts must be considered PCB ballasts unless they are:
  5. Labeled or marked "No PCB" or "PCB Free" by the manufacturer.
  6. Manufactured in 1979 or later as indicated and verified on a date stamp or code, located on the ballast.
  7. Labeled as "Electronic Ballasts" by the manufacturer.
  8. General Electric HDF Ballasts manufactured from 1977 to 1978 and which have a "W" added to their catalogue number on the label of the ballast.
  9. Contractor shall ensure that all light fixtures are visually inspected after electrical isolation and fixture removal to determine if they are PCB ballasts.
  10. Ballasts that cannot be identified as non-PCB should be considered PCB-containing and properly handled, collected, stored, transported and recycled or disposed of by an approved recycling or disposal facility in accordance with the requirements of 22 CCR, Section 67426.1.
  11. Ballasts determined not to contain PCBs can be considered non-hazardous and recycled or disposed of accordingly.

H. In the event that HCPW determines that the waste is not properly segregated, the mixed waste stream shall be considered hazardous. The Contractor shall be responsible for the costs associated with any additional testing required.

1. The Contractor shall bear full responsibility for additional costs associated with waste disposal and characterization if waste is not properly segregated as required herein.

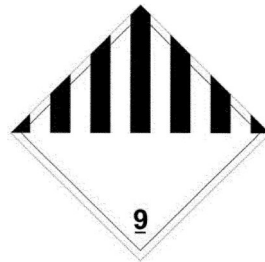
3.14 WASTE DISPOSAL

- A. No waste characterized as hazardous waste or originating from a waste stream characterized as hazardous shall be stored onsite for more than 90 days prior to being properly transported for disposal.
- B. The contractor shall be responsible for compliance with all applicable DOT regulations governing the transportation of hazardous materials and hazardous wastes as applicable to the project.

- C. Wastes shall not be treated or processed in an attempt to mitigate the waste streams hazardous characteristics; as such treatment is prohibited by RCRA.
- D. All equipment, materials, and waste generated on this project must be removed offsite to their proper locations by the Contractor within seven calendar days from completion of all hazardous materials construction work.
- E. If the Contractor subcontracts for the transportation of waste, then it is the contractor's responsibility to ensure that the transporter/hauler is covered by the following minimum insurance coverage:
  - 1. Transporters shall maintain Transporter's Auto Liability with a combined and single limit (CSL) of not less than \$500,000 per occurrence for bodily injury and property damage liability. The policy must also have a MCS-90 Endorsement and Sudden and Accidental Pollution Insurance Endorsement. The Sudden and Accidental Pollution Insurance must have minimum limits of \$1,000,000 per occurrence. A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden and Accidental Pollution Insurance. Contractor and transporters shall maintain Worker's Compensation Insurance.
- F. If the contractor will be transporting wastes to the disposal sites, then the Contractor must have insurance coverage per this section.
- G. The contractor shall coordinate with HCPW to arrange a date and time for disposal shipments that is mutually convenient. The Contractor shall prepare the Uniform Hazardous or Non-hazardous Waste Manifest, as applicable. The HCPW Project Manager, or HCPW designee, shall review the manifest and shall be the only individual authorized to sign the manifest on behalf of HCPW. No contractor employee shall sign a waste manifest on behalf of HCPW.
  - 1. Upon waste or material pickup by the selected waste transporter, manifests shall be signed by HCPW and copies retained to verify that all steps of the handling and disposal process have been completed properly.
- H. Prior to transport of waste offsite, contact HCPW or HCPW designee and inform them of the intention to transport waste. All waste manifests, weight tickets and Bills of Lading shall be sent to:

Humboldt County Public Works  
Attn: Sean P. Meehan, Architect, LEED AP  
Deputy Director – Facilities Management  
1106 Second Street  
Eureka, California 95501  
(707) 268-2662
- I. The Contractor shall submit to HCPW the Name, Class, and USEPA ID 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 provided herein.

- J. Containers loaded for transportation must be free of exterior contamination and must be removed by uncontaminated workers who have entered the work location from uncontaminated areas.
- K. Asbestos Waste Disposal
1. The contractor may only dispose of nonfriable asbestos-containing waste at landfills approved by California Environmental Protection Agency (CAL/EPA) for disposal of nonfriable asbestos, and as approved by HCPW.
  2. Containers holding friable asbestos waste must be labeled in accordance with the California Hazardous Waste Control regulations, as follows:  
  
Hazardous Waste  
Humboldt County Public Works  
Attn: Sean P. Meehan, Architect, LEED AP  
Deputy Director – Facilities Management  
1106 Second Street  
Eureka, California 95501  
(707) 268-2662  
Asbestos Waste Solid,  
Inhalation Hazard  
Accumulation Start Date: (date that each bag is filled)  
USEPA Identification (ID) Number
  3. Hazardous asbestos waste must be transported in a manner that minimizes occupational exposure to airborne asbestos released during transit. Hazardous asbestos waste is a class 9 material with a reportable quantity (RQ) of one pound per package and must be transported under a Uniform Hazardous waste manifest using the following placard:



- L. Lead Waste Disposal
1. Each suspect lead hazardous waste produced shall be placed in properly segregated, labeled and sealed impervious containers by the Contractor. Hazardous containers, bags, and packaged waste shall be stored in a designated, secure, locked waste storage area and be labeled with the following information:  
  
Waste Category: Lead UN2291, 6.1, PGIII  
  
Waste Code: The USEPA waste code designation for lead is D008.  
  
USEPA Identification Number: (HCPW to provide to Contractor)



Date Accumulated: (Insert Date)

Garberville Veterans Building  
483 Conger Street, Garberville, California 95542

Origin of waste: (Insert Waste Stream Name, i.e. Paint Chips, Vacuum Bags)

2. The Contractor shall arrange to have the lead hazardous waste 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, 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. Hazardous lead waste must be transported in a manner that minimizes occupational exposure to airborne lead released during transit. Hazardous lead waste is a class 6 material with a reportable quantity (RQ) of one pound for lead compounds and must be transported under a Uniform Hazardous waste manifest using the following placard:



M. Fluorescent Light Tube and Ballast Disposal

1. Fluorescent light tubes should be recycled or disposed of in accordance with the guidelines established by the DTSC Universal Waste Rule, as stated in 22 CCR Sections 66261.9 and 66273.1 thru 66273.90.
  - a. Spent fluorescent light tubes and mercury HID lamps shall be considered universal wastes, packaged in protective containers that prevent breakage, and labeled as such for temporary on-site storage, transportation and disposal. Fluorescent lighting tubes and HID lamps shall be recycled at a California permitted recycler.
  - b. At minimum, a Bill of Lading shall be used to transport spent lighting tubes and HID lamps and other mercury containing items and batteries to an authorized recycler.
  - c. The Contractor shall provide the State with copies of each hazardous waste manifest or Bill of Lading for shipping of mercury containing lighting wastes for disposal or recycling.
  - d. All other Universal Wastes, including sodium lamps and batteries, shall be packaged, labeled, shipped and disposed of as a hazardous universal waste according to regulation.
2. PCB ballasts shall be stored and disposed of as California Hazardous Waste according to one of the following two methods:

3. Disposal in appropriate packaging along with a suitable non-biodegradable absorbent material and subsequent burial at an approved Class I Hazardous Waste Landfill.
4. Disposal by incineration of PCB containing materials at an USEPA permitted incinerator site that meets the requirements of 40 CFR 761 with non-hazardous metals being salvaged and recycled.
5. Shipping containers and drums containing PCB ballasts or assumed PCB oil are to be labeled with the yellow PCB "Contains PCBs" caution labels along with the name and address of the generator, date removed, description of waste, waste manifest number, and DOT shipping designation:
6. Labels – all drums and shipping containers for PCB ballasts and other PCB hazardous wastes shall be labeled at minimum as follows:
  - a. Yellow PCB caution label with the following information:

**CAUTION  
CONTAINS PCBS  
(Polychlorinated Biphenyls)**

**A toxic environmental contaminant requiring special handling and disposal in accordance with US Environmental Protection Agency Regulations 40 CFR 761 - For Disposal Information Contact the nearest USEPA Office**

---

**In case of accident or spill, call toll free the  
U.S. Coast Guard National Response Center: 800-424-8802**

**Also Contact:** \_\_\_\_\_  
**Telephone**  
**Number:** \_\_\_\_\_

7. Shipping label shall contain the following information:
  - a. RQ, Polychlorinated Biphenyls, 9, UN 2315, PGII
  - b. Name and address of generator
  - c. Date removed
  - d. Contents: (e.g. PCB lighting ballasts)
  - e. Waste manifest number

### 3.15 ALTERNATIVE PROCEDURES

- A. If specified procedures cannot be utilized, a request shall be made in writing to HCPW providing details of the problem encountered and recommended alternatives.
- B. Alternative procedures shall provide equivalent or greater employee health and safety protection than procedures that are replaced.
- C. Any alternative procedure must be approved in writing by HCPW or authorized prior to the implementation of the procedure.

3.16 STOP WORK ORDERS

- A. If at any time HCPW or the Client's Representative observes that the Contractor's work or waste practices are violating these specifications, federal, state, or local regulations to the extent of potential endangerment of building users, workers, the public and/or the environment, the Contractor will be verbally notified by HCPW (followed up in writing) or HCPW designee that operations shall cease until corrective action is taken.
  - 1. A stop work order issued by HCPW or designee shall become effective immediately.
  - 2. The Contractor shall take corrective action before proceeding with work.
  - 3. Loss or damage due to stop work order(s) shall be the Contractor's responsibility.
- B. Contractor work shall not recommence work after a stop work notice is given until written notice to proceed has been provided to the Contractor by HCPW.

3.17 PROJECT CLOSEOUT

- A. Prior to approval of final payment request, the Contractor must provide the following information:
  - 1. Copies of all waste manifests, profile sheets and weight tickets for all wastes.

**END OF SECTION**

SECTION 02 82 00 - ASBESTOS REMEDIATION

**PART 1 GENERAL**

1.1 SUMMARY OF ASBESTOS-RELATED WORK

- A. The work described by these specifications is applicable to the Humboldt County Public Works (HCPW) Garberville Veterans Hall (project site) Planned Demolition Project (Project).
- B. The work to be conducted at the project site includes the removal, transport, and disposal of the following asbestos contaminated materials.
  - 1. All asbestos materials and contaminated debris as listed in the hazardous materials survey report produced by Brunelle & Clark and dated January 8, 2021. Table 1 – Asbestos Material Summary (Table 1) located on Page 2 of this section summarizes the findings of the above-listed survey report.
    - a. Dispose of waste properly per the regulatory classifications as listed in Table 1, or as applicable to the condition of the waste at the time of debris containerization
  - 2. All materials used for work area preparation
  - 3. All discarded personnel protective equipment
  - 4. All other potentially contaminated materials
- C. Contractor shall furnish all labor, materials, services, insurance and equipment which are specified, shown or reasonably implied for effective cleaning, removal, transport and disposal of asbestos containing materials from the project site.
- D. The asbestos containing materials denoted in this specification shall be abated by a licensed abatement contractor (Contractor) using trained and certified workers. Contractor workers shall employ proper personal protection and containment protocols during asbestos abatement work at the project site.
- E. Abatement shall be supervised by Competent Person(s), individuals who are trained, experienced and qualified in the techniques of asbestos abatement.
- F. Moveable objects within the work area shall be decontaminated and removed by the Contractor, as needed, to access Asbestos Containing Material (ACM), Regulated ACM (RACM), Presumed ACM (PACM) and/or Asbestos Containing Construction Material (ACCM) within the Contractor's scope of work.
- G. Materials sampled at the project site that were reported to contain asbestos in concentrations above the laboratory detection limit are identified in Table 1. The materials listed in Table 1 are within the Contractor's abatement scope of work for this project. Figures 6-8 of the Asbestos Survey (prepared by Brunelle & Clark Consulting, LLC and dated January 8, 2021) depict the areas requiring asbestos abatement at this site.

**Table 1 – Asbestos Material Summary**  
**HCPW Garberville Veterans Hall Demolition Project**

<b>Material Description</b>	<b>Location</b>	<b>Estimated Quantity *</b>	<b>USEPA Material Category **</b>	<b>Cal/OSHA Work Class</b>	<b>California Hazardous Waste Class</b>
Gypsum board/joint compound (drywall)	On the walls in the Kitchen, Women's Restroom & Men's Restroom	2,250 SF	ACCM	Recommend Class II	Nonhazardous asbestos waste
Vinyl floor tile (VFT), 9"x9" (tan with brown splotches, and all different color replacement VFT)  <i>Note: the underlying plywood is contaminated, and must be disposed of as contaminated asbestos waste</i>	On the floor in the Kitchen, HVAC Closet, Judges Chamber, Office 1 & Office 2, on plywood	1,125 SF	ACM	Class II	Non-friable asbestos waste
Black mastic (remnant flooring mastic)  <i>Note: the overlaying carpet and underlying plywood is contaminated, and must be disposed of as contaminated asbestos waste</i>	In the Hall, under carpet and gray floor leveling, on plywood	750 SF	ACM	Class II	Non-friable asbestos waste
Tar roof patch (all types & colors)	Roof, on exhaust vents, septic vents, drains, on the metal parapet wall cap seams, and a few patches on the main roofing membrane	350 SF	ACM	Class II	Non-friable asbestos waste
Pipe insulation, 4" straits, white cardboard	In the Crawlspace, running under the Kitchen to the restrooms, and the HVAC Closet, and debris on the ground below the pipe  <i>Note: there is potential for ACM pipe insulation to be present in inaccessible areas of the walls</i>	75 SF	RACM	Class I	Hazardous Asbestos Waste (non-RCRA)
Heat shields and internal mounting boards in electrical panels (all electrical panels)	Throughout	TBD	PACM	Class II	Non-friable asbestos waste

**Table 1 – Asbestos Material Summary**  
**HCPW Garberville Veterans Hall Demolition Project**

Material Description	Location	Estimated Quantity *	USEPA Material Category **	Cal/OSHA Work Class	California Hazardous Waste Class
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Notes:

- Information in this table was transcribed from the Project Survey Report prepared by Brunelle & Clark Consulting, LLC dated January 8, 2021. The materials, quantities, and locations listed in the Project Survey Report have not been verified by GHD.
- \* = Any quantities provided by HCPW and/or GHD are estimates and the actual amount of material to be removed and such quantities must be verified by the contractor prior to bid.
- \*\* = ACCM is a Cal/OSHA designation for material containing greater than 0.1% asbestos. ACCM is not regulated by USEPA as ACM or RACM, however ACCM is subject to Cal/OSHA regulations (8CCCR1529).

Acronyms:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• ACM = Asbestos Containing Material</li> <li>• ACCM = Asbestos Containing Construction Material</li> <li>• Cal/OSHA = California Department of Industrial Relations, Division of Occupational Safety and Health</li> </ul> | <ul style="list-style-type: none"> <li>• SF = Square feet</li> <li>• RACM = Regulated Asbestos Containing Material</li> <li>• RCRA = Resource Conservation and Recovery Act</li> <li>• USEPA = United States Environmental Protection Agency</li> </ul> |
|--|---|

- H. Suspect ACM, RACM, and/or PACM identified at the project site during abatement or renovation that is not identified by this specification shall be assumed to be ACM and/or RACM and handled in accordance with these specifications unless such suspect material is sampled in accordance with United States Environmental Protection Agency (USEPA) protocol and proven by laboratory analysis to be nondetect for asbestos fibers (no fibers detected above the laboratory detection limit) via Polarized Light Microscopy (PLM) following National Institute of Occupational Safety and Health (NIOSH) Method 9002.
- I. Removal and disposal of non-asbestos containing materials:
  - 1. Any non-asbestos equipment, fixtures and furniture removed incidental to abatement activities and stored at the work site, shall be free of asbestos contamination and stowed in a safe manner as to avoid pedestrian/equipment/vehicle traffic obstruction, and staged as to mitigate slips, trips and/or falls.
- J. Replacement of removed asbestos materials:
  - 1. This specification generally applies to the impaction of the identified ACM within the scope of this project, including demolition work that may impact such material.
- K. Prior to project start-up, the area(s) of work shall be rendered unoccupied and secured against general entry by non-Contractor workers. Contractor shall provide warning placards at all entrances and approaches to the abatement Work Areas. Contractor shall assume responsibility for the exclusion of pedestrians and vehicular traffic from Work Areas during the abatement project. Contractor will be responsible for security of all Contractor's equipment stored on HCPW premises.
- L. Decontamination areas, associated containment structures, waste load out, and/or other project equipment may need to be established and/or stored outside of the project site. The

Contractor is required to provide protection, exclusion, and security of these features, and to secure against unauthorized entry into the work spaces, equipment storage containers and waste containers.

**1.2 RELATED SECTIONS**

- A. Section 02 81 00 Transport and Disposal of Hazardous Materials
- B. Section 02 83 00 Lead-Related Construction

**1.3 RELATED DOCUMENTS**

- A. Asbestos Survey, Lead Paint Sampling, & Lead Waste Characterization for Demolition or Renovation of the Garberville Veterans Building, 483 Conger Street, Garberville, California prepared by Brunelle & Clark Consulting, LLC and dated January 8, 2021.

**1.4 REFERENCES**

- A. The following referenced documents form part of the specifications and the applicable requirements of those documents are incorporated by reference. Conflicts between these Specifications and the referenced documents should be brought to the attention of HCPW, in writing, for resolution before taking any related action. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
- B. Code of Federal Regulations (CFR)
  - 1. 29 CFR 1926.1101, Asbestos (including all mandatory appendices)
  - 2. 40 CFR 61, Subpart A and Subpart M, USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP)
  - 3. 40 CFR Parts 261, 265, and 268, Hazardous Waste Management
  - 4. 40 CFR Part 763 – Asbestos Emergency Hazard Emergency Response Act (AHERA)
  - 5. 49 CFR Parts 172, 173, 178, 179, Hazardous Material Transportation
- C. California Code of Regulations (CCR)
  - 1. 8 CCR Division 1, Chapter 4, Construction Safety Orders
  - 2. 8 CCR Article 2.5, Registration of Asbestos Work, Sections 341.6–341.14
  - 3. 8 CCR Section 1529, Asbestos
  - 4. 8 CCR Section 5144 Respiratory Protection
  - 5. 22 CCR Division 4.5, Environmental Health Standards for Management of Hazardous Waste
  - 6. California Environmental Protection Agency (Cal/EPA), California Air Resource Board (CARB), Final Regulation Order, Section 93105, Asbestos Airborne Toxic Control Measures for Construction, Grading, Quarrying, and Surface Mining Operations
- D. North Coast Air Quality Management District (NCUAQMD)
  - 1. The Rules and Regulations of the NCUAQMD
- E. Fire, Life & Safety Regulatory Authority

1. Applicable rules and regulations issued by the State Fire Marshall
- F. American National Standards Institute (ANSI) publications
  1. Z9.2, Design and Operation of Local Exhaust Systems
  2. Z87.1, Occupational and Educational Eye and Face Protection
  3. Z88.2, Practices for Respiratory Protection
  4. Z41, Personal Protection – Protective Footwear
  5. E 1494, Practice for Encapsulants for Spray or Trowel–Applied Friable Asbestos–Containing Building Materials
- G. Compressed Gas Association, Inc.
  1. G–7.1, Commodity Specification for Air
- H. National Fire Protection Association (NFPA)
  1. NFPA No. 70, National Electrical Code
- I. Underwriters Laboratories (UL)
  1. UL 586, High Efficiency Particulate Air Filter Units
- J. National Institute for Occupational Safety and Health (NIOSH)
  1. Manual of Analytical Methods, Method 7400, Asbestos and Other Fibers by PCM

#### 1.5 DEFINITIONS

- A. The following definitions apply to this section:
  1. Abatement – Work impacting material(s) containing asbestos that is undertaken for the purpose of removing such asbestos material(s) and reducing associated asbestos-related hazards from the project site.
  2. Airlock – A system for permitting ingress or egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.
  3. Air Monitoring – The process of measuring the air contaminant (e.g. asbestos) content of a specified volume of air in a stated period of time. The purpose of air monitoring is to determine compliance with regulatory occupational and specified environmental exposure limits for airborne contaminants.
  4. Asbestos Containing Material (ACM) – Any material containing more than one percent asbestos.
  5. Asbestos Containing Construction Material (ACCM) – Any manufactured construction material which contains more than one tenth of one percent asbestos by weight.
  6. Asbestos-related work – Any activity that disturbs ACCM and may release fibers into the air.
  7. Cal/OSHA – The California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA).
  8. Class I Work – Class I asbestos work means activities involving the removal of ACM thermal system insulation (TSI), ACM surfacing material, or presumed ACM (PACM). TSI includes pipe, pipe fitting, duct, boiler and flue ACM insulation. Surfacing material includes



- sprayed-on or troweled-on ACM fire proofing, or acoustical plaster or decorative plaster. PACM is TSI or surfacing material installed prior to 1981 unless proven otherwise.
9. Class II Operations – Class II asbestos work means activities involving the removal of ACM which is not TSI, or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing, siding shingles and construction mastics.
  10. Class III Work – Class III asbestos work means activities involving the repair and maintenance operations, where ACM, including TSI, surfacing ACM and/or PACM, is likely to be disturbed. Class III work is limited to operations that generate no more waste than what can fit into one 60 inch by 60-inch (60"x60") waste bag.
  11. Competent Person – An onsite supervisor who has been formally trained in asbestos work and who is capable of identifying existing and predictable asbestos and non-asbestos hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate such hazards. In addition, a competent person is one who is specially trained in accordance with the USEPA Model Accreditation Plan (40 CFR part 763) for supervisor, or its equivalent, and who is capable of selecting the appropriate control strategy for asbestos exposure and/or asbestos-related hazards.
  12. Containment – Protective physical barriers and associated means and methods used to contain airborne contaminant dust within the Work Area and prevent contamination of surfaces and grounds below and adjacent to areas where a hazardous material is being disturbed.
  13. Contractor – The company, or individual, that enters into a contract with HCPW to perform the hazardous material impaction and/or work as described by this specification.
  14. Hazardous Materials – Substances with properties that can cause injury or illness to humans or adversely impact living organisms in the environment under certain conditions. Hazardous materials include both organic and inorganic chemicals and chemical compounds. Includes any substance on the list of hazardous substances prepared by the Director of the California Department of Industrial Relations, pursuant to Labor Code Section 6382 and also known as the Director's List. For this project, hazardous materials include but are not limited to asbestos, lead, chromium, hexavalent chromium, PCB, and mercury compounds.
  15. Hazardous Waste – Waste material that is listed or meets the criteria for hazardous waste as set forth in California Code of Regulations (CCR), Title 22, Division 4.5 and Article 9. At minimum, the following shall be considered to be hazardous wastes with respect to this section:
    - a. Friable Asbestos Containing Material (RACM), or nonfriable ACM rendered friable during work or demolition.
  16. Heavy Metals – Toxic metals, including but not limited to lead, arsenic, cadmium, chromium including chromium (VI), mercury and others that have toxic properties to humans and the environment.
  17. HEPA Filter – A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97 percent of particles greater than 0.3 microns in diameter.

18. HEPA Vacuum Equipment – HEPA-filtered vacuuming equipment with a filter system capable of collecting and retaining dust. Filters shall be certified to be of 99.97 percent efficiency for retaining particles of 0.3 microns diameter or larger.
19. HCPW – The Humboldt County Public Works, owner and operator of the project site, and HCPW's authorized personnel and designated representatives.
20. HCPW's designated representative (HCPW designee or authorized representative) who is contracted to observe the work project, inspect containments, perform post-work air sampling and document Contractor regulatory/specification compliance observations.
21. Mini-containment or Mini-enclosure – A small temporary enclosure constructed of impervious material (such as plastic sheeting). The entire Work Area is contained or enclosed by this system to prevent the escape of contamination outside the Work Area. Except when used on man lifts, mini-containments are typically required to have an air lock at the point of entry/egress.
22. Permissible Exposure Limit (PEL) – This is the highest level of a regulated contaminant in air that an employee can be permitted to be exposed to in an eight-hour work day without respiratory protection.
23. Asbestos PEL – An exposure to airborne asbestos fibers of 0.1 fibers per cubic centimeter of air, averaged over an 8-hour workday (0.1 f/cc TWA).
24. Personal Protective Equipment (PPE) – Coveralls, respirators, gloves, eye and hearing protection, hardhats and/or other personal equipment worn by individuals for the purpose of shielding the wearer from exposure to potentially hazardous materials or site conditions.
25. Qualified Person – The specially trained individual to be responsible for conducting air sampling, calibration of air sampling pumps, evaluating sampling results, and conducting respirator fit tests. This role is often assigned to the Competent Person.
26. Regulated Area/Work Area – An area established by the employer to demarcate areas where Class I, II, and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos, exceed or there is a reasonable possibility they may exceed the permissible exposure limit.
27. Removal – Procedures specified as necessary to remove and clean-up hazardous materials, paint and debris with heavy metal contamination or components with heavy metal containing coatings from the designated areas and to dispose of these materials at an acceptable site in accordance with federal, state and local regulations.
28. State – The State of California.
29. Transportation Storage Disposal (TSD) Facility – USEPA or State-permitted facility for transportation, storage, and disposal of hazardous wastes.
30. Unclassified Abatement Work/Unclassified Operations – Activities involving the disturbance and/or removal of ACCM and/or other material which contains less than one percent asbestos.
31. Universal Waste – Certain common designated hazardous wastes that are required to be handled and disposed of or recycled in accordance with special rules. Includes fluorescent light tubes, high intensity discharge (HID) lamps, sodium vapor lamps, mercury switches, mercury thermostats, nickel-cadmium (NiCad), Silver, Mercury and other batteries (often used in building alarms and emergency systems), and other items.
32. USEPA – United States Environmental Protection Agency.

33. Visually Clean – Free of visible dust, 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 work-related debris, paint chips or dust distinguishable from the initial soil or ground conditions.
34. Washroom/Hygiene Facility – A room or area established or designated outside the Work Area for personnel decontamination. For Class I work, or as specified, the washroom/hygiene facility shall contain a shower with hot and cold water and a water filtration system.
35. Waste Coordinator – HCPW individual(s) identified to provide waste material handling, storage, transportation, disposal and general waste regulation compliance oversight and guidance.
36. Wet Cleaning – The process of eliminating dust contamination (lead and asbestos) from building surfaces and objects by using wet cloths, mops, or other cleaning tools which have been washed with specified detergent solutions and rinsed with clean water.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS – GENERAL**

- A. Contractor shall adhere to the following:
  1. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and brand name (where applicable).
  2. All plastic, spray-on strippable coatings and structural materials used shall be UL certified as fire retardant or non-combustible.
  3. Spray adhesive for sealing polyethylene to polyethylene shall contain no methylene chloride compounds.

### **2.2 PROTECTIVE COVERING (PLASTIC)**

- A. Contractor shall adhere to the following:
  1. Polyethylene sheeting (poly) used onsite shall be (at minimum) 6 mil fire-retardant polyethylene and sized to minimize frequency of junctures, approved and listed by State Fire Marshall per the California Health and Safety Code Sections 13121 and 13144.1.
  2. Fire retardant polyethylene sheeting utilized for worker decontamination and critical barriers shall be a minimum of 6 mil thickness.

### **2.3 TAPE, ADHESIVE AND SEALANTS**

- A. Contractor shall adhere to the following:
  1. Self-adhesive tape, two inches or wider in width, capable of sealing joints of adjacent sheets of plastic, for attachment of plastic sheets to finished or unfinished surfaces and capable of adhering under both dry and wet conditions.
  2. Adhesives used onsite shall not contain methylene chloride compounds.
  3. Fire resistant sealants shall be compatible with concrete, metals, wood, cable jacketing, or other substrate as applicable to the abatement project site and containment construction. Sealant shall prevent fire, smoke, water and toxic fumes from penetrating

through sealants. Sealant shall have flame spread, smoke and fuel contribution of zero, and shall be rated by ASTM International, formerly American Society for Testing and Materials (ASTM), and Underwriters Laboratories (UL) for three hours via standard method of fire test for Fire Stop Systems.

## 2.4 PROTECTIVE PACKAGING/LABELING

### A. Contractor shall adhere to the following:

1. Poly bags used for containerizing asbestos waste shall be a minimum thickness of 6 mil and shall have appropriate asbestos warning labels.
2. Impermeable drum containers, or other containers used to store asbestos waste, shall be sealed once filled and shall have the exterior cleaned prior to removal from Work Area containment.
3. Asbestos warning labels as required by USEPA regulation 40 CFR 61.152 (b)(1)(iv), NCUAQMD, and/or applicable Cal/OSHA requirements, shall be affixed to packaging containing asbestos waste.
4. Disposal drums, if used, will be 55-gallon United States Department of Transportation (DOT) A1A or DOT 17H with locking ring tops.
5. Labels for packaging and containers containing asbestos waste must contain the following wording:

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

## 2.5 ENCAPSULANTS

- A. Contractor may use a suitable encapsulant (lock-down) inside the Work Area after asbestos abatement has been completed and visually approved by HCPW. Clear encapsulant compatible with replacement materials is suitable for renovation projects, while tinted encapsulants are suitable for building demolition projects.
- B. Encapsulants used onsite shall not contain methylene chloride compounds.

## 2.6 EQUIPMENT

### A. HEPA Equipment:

1. Contractor shall provide a sufficient quantity of vacuums equipped with HEPA filtration systems as necessary to appropriately complete the work. Such equipment shall be in compliance with ANSI Z9.2 (Local Exhaust Ventilation) and USEPA guidance document Guidance for Controlling Friable Asbestos Containing Materials in Buildings (USEPA 560/5-83-002).

2. HEPA filtration systems shall be equipped with filtration equipment in compliance with ANSI Z9.2, local exhaust ventilation. No air movement system or air filtering equipment shall discharge unfiltered air inside or outside the Work Area.
  3. Contractor shall replace HEPA filters when filters become clogged with particulate matter. Provide enough air filtration devices within the Work Area to maintain fiber levels within the protection factors of workers' respirators.
- B. Respirators:
1. Contractor shall provide all workers, foremen, superintendents, authorized visitors, and inspectors personally issued and marked respiratory equipment approved by NIOSH. When respirators with disposable filters are employed, provide sufficient filters for replacement as recommended by respirator manufacturer(s).
  2. Contractor respirator selection of respirators shall be made according to 8 CCR 1529 and 5144, and the guidance of ANSI Z88.2; USEPA 560 OPTS-86.001; and Table 3 of this section.
  3. Selection of HEPA filters (N100, R100, or P100) shall be made according to 42 CFR Part 84.
  4. When positive pressure supplied air respirator (SAR) systems are employed, the air supply system shall provide Type I, Grade "D" breathing air in accordance with the Compressed Gas Association (CGA) Commodity Specification for Air (G7.1). If air compressors are used, they shall be dedicated breathing air compressors designed, equipped and properly maintained for breathing air use only. Note: it is not anticipated that SAR will be required for this project, however, if applicable, SAR use shall be in accordance with the following:
    - a. The compressed air system for SAR's shall be capable of delivering air according to the respirator manufacturer's recommendations.
    - b. The receiver shall have sufficient capacity to allow a 15-minute escape time for the respirator wearers in the event of compressor failure or malfunction.
    - c. SAR's with HEPA filter disconnect may be used as an alternate to the 15 minute escape time required with event of compressor failure.
    - d. The Compressed Air System shall have a carbon monoxide alarm and suitable inline air purifying sorbent beds and filters to assure Grade "D" breathing air.
- C. Asbestos Exposure Limits
1. The following exposure limits and action levels will be adhered to for employee protection and establishing appropriate protection measures and controls as applicable for each process or operation.

**TABLE 2 - CAL/OSHA EXPOSURE LIMITS FOR ASBESTOS**

Airborne Contaminant	Permissible Exposure Limit (PEL) 8 Hour TWA	Short Term Exposure Limit (STEL) 30 Minute Excursion Limit
Asbestos	0.1 fiber/cm <sup>3</sup>	1.0 fiber/cm <sup>3</sup>

Notes:

- Permissible Exposure Limit (PEL): Employer must ensure no employee is exposed above this level based on an eight hour time weighted average (8-hour TWA). Where exposure levels exceed this level feasible engineering and work practice controls must be implemented. Respiratory protection and other protective measures are required pending feasible engineering controls. Other training, monitoring, and medical surveillance requirements apply for exposure levels exceeding PEL.
- Short Term Exposure Limit (STEL): Short term PEL-compliance is measured over 30 minutes during maximum exposure operations and is also known as the Excursion Limit.

D. Requisite Respiratory Protection

1. The minimum respiratory protection required for this project is as follows:
  - e. Class I Work:
    - 1) Use powered air-purifying respirators (PAPRs) equipped with HEPA filter cartridges for Class I Work and all other asbestos-related work where the Contractor's exposure assessment indicates the exposure level to employees may, or has been shown to exceed 0.1 fibers/cc, but less than 1.0 fibers/cc.
  - f. Class II Work and Other Abatement Work:
    - 1) Use negative pressure air-purifying respirators (half- or full-face) equipped with HEPA filter cartridges for Class II Work and all other asbestos-related work where the Contractor's exposure assessment indicates the airborne exposure level to employees has been shown to be less than one-tenth of one asbestos fiber per cubic centimeter of air (0.1 fiber/cc).
  - g. If airborne fiber concentrations outside the respirator exceed 1.0 fibers/cc, the Contractor shall use SARs operated in pressure demand mode. In addition, the following requirements apply for use of SARs:
    - 1) Respirators shall be worn clipped to a belt above the quick disconnect fitting to minimize possibility of dislodging face mask when hose becomes snagged in the Work Area.
    - 2) A minimum of two spare hoses to be available at any time to authorized visitors to allow entry without having to displace workers from the abatement area.
    - 3) Pressure at the manifold connection to each airline must be set for the specific respirator make, model, and length of hose in use.
2. Alternate respiratory protection systems may be proposed by the Contractor, however exposure assessment documentation must be provided demonstrating that asbestos levels during previous comparable operations, performed under similar conditions within the past 12 months, were within the protection factors of the respirators to be used as outlined in Table 3.

TABLE 3 - RESPIRATOR PROTECTION FACTORS

Maximum Airborne Fiber Concentration Outside Respirator	Protection Factor	Minimum Acceptable Respirator
0.1 fiber/cc**	10	Half or full face mask and dual cartridge air purifying respirator with cartridges approved for asbestos and with high efficiency filters. (e.g. P100 cartridges)*
1.0 fibers/cc	50 (half) 1000 (full)	Powered air purifying respirator (half or full face piece) with high efficiency (e.g. P100) filters.*
1.0 fibers/cc	1000	Type "C" supplied air respirators, full face piece, and operated in continuous flow or pressure-demand mode.
10.0 fibers/cc**	1000	Type "C" supplied air respirators, full face piece, operated in pressure demand mode.
Over 10.0 fibers/cc**	1000+	Type "C" supplied air respirators, full-face piece, in pressure demand mode and equipped with an auxiliary positive pressure, self-contained breathing apparatus.

Notes:

- \* Greater respiratory protection is always acceptable regardless of asbestos concentrations.
- \*\* Must demonstrate that the fiber levels will not exceed 0.01 f/cc inside the respirator based on nominal protection factor assigned to each properly selected and individually fitted make, model, and type of respirator assigned.
- Disposable (single use) respirators are not to be worn for protection against lead or asbestos.

2.7 GENERAL EQUIPMENT REQUIREMENTS

- A. Contractor shall furnish the following equipment to personnel as needed to safely complete the work:
1. A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g., scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be supplied to contractor personnel for material access and removal operations.
  2. A sufficient supply of disposable mops, rags, rubber squeegees, rubber dustpans and sponges shall be supplied to contractor personnel for Work Area decontamination.
  3. A sufficient supply of HEPA filtered vacuum systems shall be furnished during abatement and clean-up work. All scaffolding, ladders, and lifts must be in conformance with Cal/OSHA standards.
    - a. Brushes utilized for removing loose asbestos containing material shall not have metal bristles.
    - b. Metal bristle tools shall not be used onsite for abatement work
  4. For Class I and Class II interior work, a sufficient number of negative air machines, each equipped with HEPA filtration systems, shall be installed by the Contractor within the work

area to ensure maintenance of at least -0.02" of pressure differential between the interior and exterior of the containment.

5. Power tools equipped with HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures and supports if there is any need to disturb asbestos containing materials during this process. As an alternative to use of HEPA-equipped tools, asbestos material may be partially removed following controlled removal procedures approved by HCPW.
6. Surfactant (wetting agent) is required to be used by the Contractor, if workers are impacting material containing the Amosite form of asbestos.
7. Full body disposable protective clothing, including head, body, and foot coverings shall be worn by all abatement workers for all Class I and II work, and will be furnished in sizes adequate to accommodate movement without tearing.
8. Additional safety equipment shall be furnished to all workers and authorized visitors, as necessary, including: hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967 and disposable gloves.
9. Non-skid footwear shall be furnished to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

### PART 3 EXECUTION

#### 3.1 REQUIRED LICENSURE/CERTIFICATES

- A. Contractor shall be licensed by the State of California Contractors State License Board (CSLB) and be registered to perform asbestos related work with the Cal/OSHA. At a minimum, the contractor shall hold the following license classification:
  1. C-22 – Asbestos Abatement
- B. Transportation of friable ACM or nonfriable ACM that has become friable:
  1. Contractor shall itself be, or have a subcontractor who is a registered hazardous waste transporter with the California Department of Toxic Substances Control (DTSC). The contractor shall submit to HCPW's Representative the names, terminal addresses and commercial hauler CA numbers for at least two potential hazardous waste haulers at least 10 days prior to the start of abatement activities. Notification fees shall be paid for by the contractor.
- C. Subcontractors shall hold all licenses applicable to specified trade work.

#### 3.2 PERMITS/NOTIFICATIONS

- A. Contractor shall be responsible for obtaining all required notifications and permits, including payment of all associated fees, as needed to perform the work outlined in this specification, at no additional cost to HCPW or its affiliates.
- B. The following permits and/or notifications are applicable to the project:



1. USEPA National Emissions Standards for Hazardous Air Pollutants (NESHAP) Notification
  - a. A NESHAP notification form is necessary if the scope of work is planned to include removal of RACM in quantities greater than: 160 square feet, 260 linear feet, or 35 cubic feet.
  - a. Contractor shall submit notification documentation to the NCUAQMD at least 10 business days prior to the planned commencement of abatement activities.
  - b. If nonfriable ACM may become friable during removal and/or nonfriable ACM is impacted with mechanical means, the nonfriable ACM shall be reclassified as RACM and a NESHAP notification shall be submitted by the Contractor if the above-noted quantity thresholds are met or exceeded.
  - c. If structural (load-bearing) members are to be impacted and/or unweighted, meeting the USEPA definition of demolition, NESHAP notification is necessitated, regardless of the presence, absence, or quantity of any asbestos material.
2. Cal/OSHA Temporary Worksite Notification
  - a. Cal/OSHA Temporary Worksite Notification to the nearest Cal/OSHA office with jurisdiction over the project site must be made at least 24 hours prior to the commencement of asbestos-related work (8 CCR 1529(r) and 5203).

### 3.3 PROCEDURES

- A. Contractor shall perform all Work in compliance with the most recent edition of all applicable federal, state, and local regulations, standards and codes governing asbestos abatement, transport, and disposal.
  1. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

### 3.4 REGULATIONS, STANDARDS AND CODES (GENERAL)

- A. General applicability of federal, state, and local regulations, standards and codes governing asbestos abatement, transport, and disposal, except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable regulations, standards, and codes have the same force and effect and are made a part of the contract documents as if copied directly into the contract documents, or as if published copies are bound herewith.

### 3.5 CONTRACTOR RESPONSIBILITY

- A. The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices, transport, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.
- B. The Contractor is responsible for the installation of back flow protection and ground-fault circuit interrupters (GFCI) on all utilities provided by HCPW.

- C. The Contractor is responsible for providing training, medical examinations and maintaining training/medical records of personnel as required by the applicable federal, state, and local regulations.
- D. The Contractor shall indemnify and hold HCPW, HCPW's representative and/or affiliates harmless for failure to comply with any applicable asbestos abatement, transport, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.
- E. The contractor will be held responsible for any delays created by failure to comply with any applicable law or regulation.
- F. HCPW reserves the right to stop the contractor's work at no cost to HCPW in the event that the contractor's noncompliance poses an imminent health and safety risk to HCPW employees, contractors, consultants or individuals onsite during abatement activities. If the contractor fails to take effective measures to correct noncompliant work practices, then HCPW shall contact the appropriate regulatory agency.

### 3.6 PRE-ABATEMENT SUBMITTAL REQUIREMENTS

- A. Obtain written approval from HCPW prior to starting onsite setup for asbestos removal work.
- B. All work shall be performed in accordance with the requirements established by HCPW, or HCPW's authorized representative.
- C. Contractor shall submit the following documentation at least five (5) business days prior to the anticipated commencement of site work. Copies of the below-listed documents shall be maintained onsite by the Contractor in an organized and tabulated project binder:
  - 1. Licensing and Registration
    - a. Submit copies of current and valid certificates for the following:
      - 1) Contractor's license and Contractor's asbestos certificate issued by the California Department of Consumer Affairs Contractors State License Board (CSLB)
      - 2) Registration for Asbestos-Related Work from Cal/OSHA in accordance with 8 CCR, Article 2.5 (asbestos abatement Contractors only)
  - 2. Notifications, Communications and Postings:
    - a. Contractor shall provide copies of all required notifications with signatures/stamps indicating submittal date, including:
      - 1) Cal/OSHA Notification:
        - a) Temporary worksite notification shall be submitted to Cal/OSHA at least 24 hours prior to commencement of abatement activities.
      - 2) NESHAP Notification
        - a) As applicable to the project work, a NESHAP notification form shall be submitted to the NCUAQMD at least 10 business days prior to the commencement of abatement work.
    - b. Where local police and fire departments have jurisdiction, provide required notifications
  - 3. Project Schedule
    - a. A work schedule shall be provided to HCPW by the Contractor detailing the anticipated dates of abatement work. The schedule shall include, at minimum, the

following information: onsite work start date, containment setup completion (pre-abatement inspection), abatement start date and abatement completion date (post-abatement inspection).

4. Respiratory Protection Plan
  - a. Submit a work-site specific written respiratory protection plan along with a written standard operating procedure governing selection, fit testing, use, and storage of respirators in accordance with applicable regulation. Include National Institute of Occupational Safety and Health (NIOSH) Certification and manufacturer's information that indicates respirators to be used in this project have been properly selected for the anticipated hazards and hazard levels.
5. Detailed Work Plan
  - a. Submit a detailed work plan proposed for use in complying with the requirements of the specifications, as well as local, state and federal regulations, at each abatement/removal location and phase. Each work plan shall include:
    - 1) A drawing or sketch showing details of each containment area including location of the containment boundaries, decontamination enclosure system(s), portable fire extinguishers and emergency exit routes.
    - 2) Description of Regulated Area/Containment construction including materials used
    - 3) Description of proposed removal methods, equipment, and materials for each type of hazardous material and condition.
    - 4) Emergency Procedures for containment and clean-up of hazardous materials if there is an unexpected breakage or breach of containment.
    - 5) Detailed schedule for completing hazardous materials work within the allowable time frame. The schedule shall identify hours of work and locations of work and the anticipated schedule of completion (number of days) for each regulated Work Area or removal phase of work. Note: actual start and completion date(s) may be provided with the overall project schedule.
    - 6) Method of secure storage of hazardous materials and all asbestos wastes at the site.
6. Waste Transportation and Disposal
  - a. Contractor shall provide the following to HCPW:
    - 1) Name, address, USEPA identification (ID) number and telephone number of each transporter of hazardous material waste.
    - 2) Name, class, address, USEPA identification number and telephone number of each treatment, storage, and disposal (TSD) waste site(s) to be utilized for disposal of asbestos wastes. Clearly indicate what wastes are anticipated to be disposed or recycled at each TSD site or facility.
7. Rental Equipment Notifications
  - a. When rental equipment is to be used in Work Areas or to transport asbestos waste materials, Contractor shall provide a copy of written notification given to the rental company informing them of the nature of use of the rented equipment. Otherwise, the Contractor shall certify that no rental equipment is to be used.
8. Product Data
  - a. Manufacturer's product data for all items required for complete and proper execution of the work, this includes but is not limited to product data for items listed in the Products Section as applicable. Product data shall include manufacturing product data, specifications, application instructions; safety data sheets (SDS), formerly known as material safety data sheets (MSDS), and other information as necessary

or required. All data sheets must be legible. Do not submit data for products not intended for use on this project.

- b. HEPA filter certifications shall be provided for each piece of HEPA equipment to be used onsite. HEPA certifications shall be issued by a third-party and dated within 30 calendar days of the start date of the project. The certifications shall verify that the HEPA filters are operating at or above 99.97% efficiency and in accordance with manufacturer specifications. Certification documentation shall include: the date of the test, the test result (pass/fail), and the specific serial number of the equipment tested.

9. Personnel Qualifications

- a. Personnel documents required by this section shall be organized by individual employees and must be current and valid. Employees who do not have all the required valid documentation present onsite shall not be permitted to conduct work.
- b. The following documentation shall be provided by the Contractor for each employee who performs work onsite.
- c. Training Certificates
  - 1) Submit documentation that Contractor's employees, including foreman, supervisor, and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received training as required by CFR 1926.1101 and 8 CCR 1529.
  - 2) Submit copies of abatement personnel Cal/OSHA Asbestos Worker and/or Contractor Supervisor Certifications
- d. Medical Examination
  - 1) Submit proper documentation, in the form of the physician's written opinion, showing that all asbestos abatement personnel scheduled for this project have had the appropriate medical examinations applicable to their assignments. Exams must be conducted in accordance with 8 CCR 1529 for asbestos and 8 CCR 5144 for respiratory protection. Note: Respiratory use evaluation exams alone do not suffice for asbestos work. Do not submit actual medical exam results. The written physician's opinion should indicate what type exam(s) was provided and whether there are limitations on the worker.
- e. Respirator Fit Tests
  - 1) Submit proper documentation that personnel who will be entering Regulated Areas have had a qualitative respirator fit test performed within the last 12 months for all face-fitting respirators.

10. Supervision/Quality Control

- a. Submit name(s) and contact information for Contractor's Competent Person and any additional personnel responsible for inspection of Work Area containments, completion status, personal air monitoring and to ensure general contract and regulatory compliance on behalf of the Contractor for this project.

D. Daily and Other Progress Submittals

- 1. Submit the following information to HCPW at the completion of abatement work, or as requested by HCPW:
  - a. Submit an employee roster for each work shift
    - 1) Submit Work Area entry/exit log for each work shift
    - 2) Personal Air Monitoring Results
      - a) Provide copies of all personal air sampling results, 8-hour TWA and short-term exposure limit (STEL) results as applicable.
  - b. Waste Characterization Results

- 1) Waste characterization laboratory analytical results and waste profiles for each waste stream as applicable. This is allowed only where homogenous materials such as wallboard systems are removed without cross contamination with other materials for disposal purposes. Note: Removed RACM shall be considered a non-Resource Conservation and Recovery Act (non-RCRA) California hazardous waste and removed non-friable ACM uncontaminated by RACM shall be disposed of as non-friable ACM waste.
  - c. Waste Manifests and Shipping Records
    - 1) For each shipment of asbestos from the site; the Contractor shall submit copies of completed, signed manifests and/or shipping records as appropriate. For hazardous waste manifests, submit the generator and the DTSC copies including a copy of the completed Land Disposal Restriction Form for each shipment.
- E. Special Reports
1. The Contractor shall submit a special report of any event or incident of significance which occurs at the site. Significance means the event or incident did or could have resulted in an environmental spill or release, immediate agency reportable injury or illness, or reportable property damage. The report shall include the date and time of the event, activities leading up to the event, a detailed account of the event, persons involved, corrective actions taken and action taken to prevent a reoccurrence.

### 3.7 POST-ABATEMENT SUBMITTAL REQUIREMENTS

- A. Following the conclusion of abatement activities, the Contractor shall submit documentation that includes, without limitation, the following to HCPW:
1. Submit copies of the Work Area entry/exit log. Log must record name, affiliation, time in, and time out for each entry into the Work Area.
  2. Submit results of required Cal/OSHA personnel air monitoring. Results shall be made available to HCPW within one calendar week after the performance of air sampling.
  3. Submit copies of all accident/incident reports where injury or damage has occurred on or to HCPW's property.
  4. Submit copies of daily logs indicating location(s) worked, type of materials removed, quantity of materials removed and number of personnel conducting the aforementioned activities.
  5. Submit copies of manometer charts and/or records.
  6. Submit copies of all hazardous waste manifests and shipping documents for hazardous and non-hazardous asbestos wastes.

### 3.8 NOTICES

- A. Post in the Work Area the name(s) and telephone number(s) of the Abatement Contractor as well as the following individuals:
1. HCPW Onsite Project Coordinator – to be determined
- B. Post in the clean room area of the worker decontamination enclosure a list of all persons authorized to enter the Work Area.
1. Additional postings shall include, but not be limited to:
  2. Visitor Entry and Exit Log

3. Employee Daily Sign-in Log
4. Entry and Exit Procedures
5. Emergency Procedures
6. Federal OSHA "Danger" Warning Signs
7. Proposition 65 Warning Signs
8. Cal/OSHA Asbestos Registration
9. Cal/OSHA Carcinogen Registration
10. Cal/OSHA Temporary Worksite Notification
11. NESHAP Notification(s) (and Local Enforcement Agency [LEA], if applicable)
12. Emergency Exit Diagram (including placement of fire extinguishers)
13. Emergency Phone Numbers and Location of Phone
14. Federal OSHA Poster on Workers' Rights
15. Workman's Compensation Poster

### 3.9 ONSITE RECORDS

- A. Onsite records shall include, but not be limited to the following:
  1. Hazard Communication (HAZCOM) Program and Injury Illness Prevention Program (IIPP)
    - a. HAZCOM/IIPP to include: Written plan with required topics, material safety data sheets for products at the site, documentation of training, and proper labeling and handling of containers
  2. Emergency Action and Fire Prevention Plan
  3. Respiratory Protection Program (Include documentation of training)
  4. Personal air sampling results
  5. Documentation of asbestos training for all abatement workers and supervisors

### 3.10 SITE USE AND SECURITY

- A. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond Work Areas are not to be disturbed.
- B. Access to the Work Area shall be restricted to authorized, trained and protected personnel, including Contractor, HCPW, HCPW's project management personnel or authorized representative, State and local inspectors.
- C. It is the Contractor's responsibility to ensure that the entire abatement Work Area is closed to entry by all personnel with the exception of abatement workers and HCPW project management personnel or authorized representatives. Ensure that all spaces in the project area are unoccupied prior to and during work.
  1. Entry into the Work Area by unauthorized individuals shall be reported immediately to HCPW Project Management personnel.
  2. Contractor shall be responsible for project site security during abatement operations in order to protect work efforts and equipment.
- D. Contractor shall notify other contractors who will be performing work at the project site of the presence and location of ACM, ACCM, and RACM at the project site as well as the abatement project schedule.

3.11 SAFETY

- A. The Contractor has sole responsibility for the safety of Contractor's personnel, subcontractors and vendors. The Contractor is also responsible for ensuring project work under the Contractor's control does not endanger any other project personnel, members of the public or the environment.
- B. The Contractor shall take all necessary personal protective measures and provide sufficient safety training related to the following anticipated hazards, including but not limited to: asbestos, lead, organic vapors from solvents/chemical agents, noise, heat stress/stroke, hypothermia, confined space(s), electrical safety (including lockout and tag out), fall protection/fall hazards, water usage, work in vicinity of hot objects, power tool usage, eye hazards/protection and falling object hazards/protection.
  - 1. Safety Compliance
    - a. The Contractor shall comply with this section and all laws, ordinances, rules and regulations of federal, state, regional and local authorities regarding removal, handling, storing, transporting and disposing of asbestos waste materials and conducting construction work. Where requirements of this section and any regulation or reference documents may vary, the most stringent requirements shall apply to this project.
    - b. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work.

3.12 HCPW'S REPRESENTATIVE

- A. The HCPW's Representative shall act as HCPW's designee onsite and is authorized to observe the Contractor's hazardous material related work, including but not be limited to: Contractor document submittal review; Work Area containment, removal processes, cleaning, post-abatement evaluations, air monitoring and observation of disposal operations.
- B. The work of HCPW's Representative does not relieve the Contractor of the responsibility to fully and completely comply with contract documents and all applicable regulations.

3.13 COMPETENT PERSON

- A. The Contractor-assigned Competent Person for this project shall conduct inspections as needed to ensure compliance with this specification and applicable regulations.
- B. The Competent Person may designate a qualified representative to assist or conduct quality assurance/quality control (QA/QC) activities including: containment inspections, exposure air monitoring and compliance checks for the Contractor.
- C. The Competent Person will coordinate scheduling of required inspections with HCPW's Representative and will promptly respond to reports of non-compliance or unsatisfactory work when notified of such by HCPW's Representative or any other concerned person.

**3.14 EMERGENCY PLANNING**

- A. Emergency planning and procedures shall be developed by Contractor prior to abatement/work initiation.
- B. Emergency procedures shall be in written form and prominently posted. Contractor shall ensure that all persons entering the Work Area read these procedures and understand the Project site layout, location of emergency exits and emergency procedures.
- C. Emergency planning shall include considerations of fire, explosion, electrical hazards, slips, trips and falls, confined spaces, and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided by Contractor.
- D. Employees shall be trained in evacuation procedures in the event of workplace emergencies.
  - 1. For non-life-threatening situations, employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the work place to obtain proper medical treatment.
  - 2. For life-threatening injury or illness, worker decontamination shall take least priority. After measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.
  - 3. Telephone numbers of all emergency response personnel shall be prominently posted in the clean and equipment rooms.

**3.15 FIRE PROTECTION**

- A. All plastic, spray-on strippable coatings, and structural materials used in the asbestos abatement process shall be UL approved and certified as fire retardant or noncombustible.
- B. Safety data sheets for fire retardant materials and other chemicals used at the project site shall be maintained onsite by the Contractor and made available to HCPW and other employees upon request.
- C. All combustible waste and debris, including properly bagged asbestos, shall be properly containerized and/or disposed of at the end of each working day.
- D. A minimum of one (1) 4-A, 60-B, C dry-chemical extinguisher shall be maintained at each of the following locations:
  - 1. One in each Work Area and one near each decontamination area
    - a. Exception: Where the total abatement containment area is less than 1,000 square feet, two (2) 4A/60BC extinguishers shall be provided. All extinguishers shall be clearly identified with high-visibility tape and/or signage on the walls.
  - 2. Contractor shall ensure that onsite personnel are aware of the location and proper use of all extinguishers and other fire/life safety equipment.
- E. Existing fire detection, alarm systems, connections and standpipes shall remain in place, active and unobstructed, unless deactivated by planned utility disconnection or lock-out/tag-out. Any alteration to this equipment must be approved by HCPW.



- F. Contractor shall conduct activities in accordance with all procedures and requirements of the local fire department.

### 3.16 GENERAL EXECUTION

- A. Coordination Requirements
  1. Coordinate all asbestos related work with non-asbestos work to prevent exposure to unprotected personnel.
  2. Phase asbestos removal work activities and general construction/demolition work accordingly to prevent non-asbestos operations from impacting asbestos air sample results outside removal Work Areas.
  3. Coordinate and complete the shut down and isolation energized electrical power to the Work Area(s) to the extent possible and install temporary power as needed. Power lines which must remain energized to support other building/facilities shall be marked and adequately protected.
  4. Coordinate and provide to HCPW's Representative the required number of power outlets needed inside and outside each Work Area to provide compliance and/or post-abatement air monitoring, as applicable.

### 3.17 ASBESTOS ABATEMENT PROCEDURE PLANS

- A. Submit a detailed plan of the work procedures for abatement of asbestos materials to HCPW or authorized representative, including the following:
  1. A description of personnel monitoring procedures in accordance with 8 CCR 1529.
  2. Proposed schedule of abatement work, phasing of abatement, number of containment areas, and work indicating daily roster of workers for each phase.
  3. Security system warning signs locations in accordance with 8 CCR 1529.
  4. Detailed plan-view figures, showing location of decontamination facilities, waste load-out path(s) of travel, access/egress routes, waste storage, and equipment staging areas.
  5. Standard procedures for protecting workers, visitors, and employees and protection of spaces outside Work Area from contamination.
  6. The Work Area containment shall be sized to adequately contain the amount of material expected to be disturbed during the project task.
  7. Visible emissions of dust are not to be produced during asbestos abatement.
  8. Wind shall be understood to affect the Work Area and the Contractor shall address the effect of wind on the abatement process in the work plan, including mitigation measures which prevent the migration of loose debris outside of the containment due to wind.

### 3.18 DECONTAMINATION ENCLOSURE SYSTEMS

- A. Worker decontamination enclosure systems (decon units) shall be provided for asbestos abatement locations where workers will enter or exit regulated and contained Work Areas.
- B. Worker decontamination enclosure systems shall consist of at least the following three distinct areas:

1. Clean Area
  2. Hygiene Area, including an operable shower equipped with water heater and wastewater filtration systems (Note: shower not required for Class II work, however a hygiene facility allowing adequate worker decontamination of person and equipment is required)
  3. Equipment Area
    - a. Contaminated work footwear shall be stored in the equipment room when not in use in the Work Area. Upon completion of asbestos-related work, dispose of footwear as contaminated waste, if complete decontamination is not possible.
- C. The entrance to the work area and/or decon unit shall be securable to prevent unwanted entry.
- D. Clean areas/room shall be sized to adequately accommodate the work crew. Space for storing respirators shall be provided in this area. Clean work clothes, clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply at the clean room. A location for posting notices shall also be provided in the area.
- E. Alternate methods of providing decontamination facilities may be submitted to HCPW or authorized representative for approval. The contractor shall not proceed with any such method(s) without written authorization.

### 3.19 MAINTENANCE OF CONTAINMENT SYSTEMS

- A. Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.
- B. Visually inspect containments at the beginning of each work period and continuously throughout the shift.
- C. Document all tests and observations on a daily log and provide a copy of documentation to HCPW at the completion of the abatement project, or as requested by HCPW.

### 3.20 WORKER DECONTAMINATION

- A. Provide authorized visitors with suitable protective clothing, hardhat, eye protection, and footwear whenever they enter Work Area.
- B. Each worker and authorized visitor shall, upon entering the job site: remove street clothes in the clean-change room and don a respirator and clean protective clothing before entering the equipment room or Work Area.
- C. Workers shall, each time they leave the Work Area adequately decontaminate their persons, including the following:
  1. Remove gross contamination from clothing before leaving the Work Area
  2. Proceed to the equipment room and remove protective clothing, except for respirator
  3. While wearing the respirator, individuals shall proceed to the decontamination unit
  4. The outside of the respirator shall be cleaned

5. For Class II work: individuals are to decontaminate themselves using a Contractor-established hygiene facility and HEPA vacuum
- D. Following decontamination, each worker shall proceed directly to the change room and dress in clean clothes at the end of the each shift and before eating, smoking, or drinking. Before re-entering the Work Area from the clean change room, each worker and authorized visitor shall put on a clean respirator and shall dress in clean protective clothing.
- E. Workers removing waste containers from the equipment decontamination enclosure shall enter the holding area from outside wearing a respirator and dressed in clean disposable coveralls. No worker shall use this system as a means to leave or enter the washroom or the Work Area.
- F. Workers shall not eat, drink, smoke, chew gum, apply cosmetics, or use tobacco while in the Work Area.

### 3.21 ESTABLISHMENT OF REGULATED AREAS

- A. Signage
  1. A regulated area shall be established to include all Work Areas within which asbestos may be impacted. Post warning signs meeting the specifications of 8 CCR 1529 at perimeter/entry points to the regulated area where airborne concentration of asbestos fibers may exceed ambient background levels.
  2. Signs shall be posted at a distance sufficiently far enough away from a Work Area to permit a person to read the sign and take necessary protective measures to avoid exposure.
  3. Language for warning signs is typically presented in the following format:

**DANGER**  
**ASBESTOS**  
**MAY CAUSE CANCER**  
**CAUSES DAMAGE TO LUNGS**  
**AUTHORIZED PERSONNEL ONLY**  
**WEAR RESPIRATORY PROTECTION AND**  
**PROTECTIVE CLOTHING IN THIS AREA**

- B. Critical Barriers
  1. Isolate the Work Area(s) by installing critical barriers constructed with two layers of 6 mil fire retardant polyethylene sheeting across all openings (critical barriers) where airborne asbestos fiber migration may cause secondary asbestos contamination. Curtained doorways shall be installed for personnel decontamination areas requiring entry/egress.

### 3.22 PERSONNEL AIR MONITORING

- A. Air monitoring required by Cal/OSHA is the obligation of the Contractor. The Contractor is responsible for providing daily Cal/OSHA compliance monitoring as per 8 CCR 1529

(Asbestos) and 1532.1 (Lead). Contractor shall monitor workers for both asbestos and lead exposure.

1. At a minimum, Contractor shall conduct representative breathing zone personal air monitoring of its employees once each shift and repeated daily or until a negative exposure assessment, as derived in accordance with 8 CCR 1529 (f)(2)(C) and 8 CCR 1532.1 (d) can be established.
2. Representative air monitoring shall include not less than 25 percent of Contractor employees engaged in abatement work.
3. Monitoring shall be conducted by a qualified air professional experienced and knowledgeable about the methods of air monitoring and in accordance with 8 CCR 1529 and 1532.1.
4. Monitoring results and appropriate laboratory analysis work shall be submitted to HCPW or authorized representative within seven days of the monitoring work.

### 3.23 ASBESTOS ABATEMENT PREREQUISITES

#### A. Abatement Prerequisites

1. Asbestos abatement work shall not commence until:
  - a. Submittals as required herein have been reviewed and approved in writing by HCPW
  - b. A securable waste dumpster present on-Site lined with one layer of 6 mil polyethylene sheeting
  - c. Competent Person and HCPW or authorized representative have inspected and approved the containment system for start of asbestos-related work
  - d. Work area is securable from unauthorized entry during removal as well as non-work hours and non-workdays

#### B. Pre-abatement Visual Inspection

1. A pre-abatement visual inspection of the regulated Work Area will be conducted after the preparation of the Work Area and prior to the commencement of abatement work. The pre-abatement visual inspection will be conducted by HCPW and/or HCPW's authorized representative to evaluate containment preparation, the establishment of engineering controls and the installation of critical barriers.
2. Contractor shall notify HCPW at least 48 hours prior to the anticipated completion of containment setup work to be evaluated by the pre-abatement visual inspection.
3. Abatement work shall not commence until HCPW has authorized the commencement of work by the Contractor.

### 3.24 GENERAL PREPARATION REQUIREMENTS FOR ABATEMENT WORK AREAS

- A. Prior to Work Area set up and preparation, remove all movable objects and debris that are not contaminated with asbestos, and/or that will not disturb existing ACM or asbestos contaminated materials, from the Work Area.
  1. Conduct any required non-ACM selective demolition including demolition to reveal concealed ACM prior to starting ACM removal work.
- B. Shut down electric power to the Work Area to the greatest extent possible. Consult with HCPW and HCPW's representative before shutting down power. Provide temporary power and lighting

and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements and provide ground fault interrupter circuits as power source for electrical equipment.

- C. The containment shall be constructed and sized appropriately to contain all debris which may be generated by within the Work Area.
- D. Contractor shall coordinate with HCPW to ensure water sources are active and available to supply water to the Work Area for remediation activities.
- E. Contractor shall coordinate with HCPW to ensure shut down, isolation lock-out/tag-out of all HVAC air systems which affect the Work Area.
  - 1. The openings of ventilation intakes and exhausts within the Work Area shall be sealed with tape and plastic sheeting.
- F. Seal roof openings, including but limited to drains, vent penetrations and any other penetrations of the Work Area, with two layers of 6 mil polyethylene sheeting sealed with tape.
  - 1. Seal all open conduit/piping/vents, junction boxes, and ductwork to remain. Cover and protect components to remain during abatement.
- G. Waste containers connected to the regulated Work Area via shoots or other mechanisms shall be considered part of the Work Area and such waste staging areas prepared and demarcated according to these specifications.
- H. Install a decontamination enclosure system or equivalent prefabricated portable decontamination unit(s) as approved. This system will be the primary entrance and exit to the Work Area.
- I. Guard rails shall be installed at the roof perimeter in compliance with Cal/OSHA working at heights requirements, including 8 CCR 1620, 1621 and 3210.
  - 1. Where work necessitates worker approach to within six feet or less of the roof perimeter or other leading edge, fall protection shall be employed which complies with Cal/OSHA Approved Personal Fall Arrest, Personal Fall Restraint or Positioning Systems per 8 CCR 1670.
- J. Pre-clean fixed objects and surfaces within the proposed Work Areas that are not to be disturbed during abatement, using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclose with protective barriers. Protective barriers will consist of plastic sheeting and plywood as appropriate.
- K. Establish and maintain emergency and fire exits from each Work Area.

### 3.25 CLASS I ASBESTOS REMOVAL OPERATIONS

- A. The contractor shall adhere to the requirements of this section when performing work defined as Class I asbestos work per 8CCR1529(b) and/or subject to 8CCR1529(g)(4).
- B. Class I Work Area Preparation (General)

1. The following methodology shall be used when preparing for Class I work at the project site:
  - a. Cover floor surfaces with two independent layers of 6 mil polyethylene sheeting sealed with tape. Cover the floor so that the polyethylene sheeting extends up the wall at least 12 inches.
    - 1) If abatement scope of work, includes removal of flooring systems, then the requirement for floor covering may be disregarded.
  - b. An additional layer of polyethylene sheeting encompassing the entire floor of the work area (drop sheet) shall be used during periods of gross material removal.
  - c. Differential pressure equipment shall be installed, operating continually during abatement project and able to maintain a negative pressure of at least -0.02" of water column with a minimum of four (4) air changes per hour during abatement.
  - d. A manometer, with digital and print readout, shall be operating continuously during Class I work to document the maintenance of negative pressure within the containment.
- C. Class I Abatement Procedures (General)
  1. The following methodology shall be used when performing impaction of Class I work at the project site:
  2. Conduct any necessary non-asbestos demolition required to expose concealed ACM such as pipe insulation, flooring or wallboard prior to the start of any ACM removal.
  3. Install any necessary hard barriers, pony walls, and critical barriers necessary to seal openings to spaces beyond the Work Area as necessary to ensure negative pressure is maintained at -0.02" or more throughout the removal process. Add additional HEPA capacity as necessary after installing all additional critical barriers.
- D. Use wet removal procedures:
  1. Spray asbestos materials with water, using spray equipment capable of dispensing a fine mist application. Saturate material without causing excess water pooling.
  2. Spray materials and work area repeatedly to control airborne fiber levels and mitigate visible emissions during project work.
  3. In work areas with active electrical equipment, spray material with only enough water to dampen material, do not saturate material. Immediately vacuum up any standing water on floor of the work area.
  4. Electrical cords should be secured above the floor and kept away from areas of accumulated water.
- E. Remove saturated asbestos materials in small manageable sections. As it is removed, immediately place materials in six mil sealable plastic bags or appropriate containers labelled for asbestos wastes.
- F. All waste put in plastic bags must be sealed using the "goose neck" technique by twisting the neck of the bag, bending it over and taping it with multiple wraps of tape.
- G. Clean external surfaces of containers thoroughly in the designated wet cleaning area of the equipment decontamination unit/area. Wet wipe each container thoroughly, and move to holding area pending removal to uncontaminated areas.

- H. Ensure that waste containers are removed from the holding area by workers who have entered from uncontaminated areas dressed in clean coveralls. Ensure that workers do not enter from uncontaminated areas into the washroom or the Work Area.
- I. After completion of asbestos-related work, surfaces from which asbestos has been removed shall be Wet Cleaned and decontaminated to remove all visible material and residue. During this work the surfaces being cleaned shall be kept damp. Do not allow water to pond at any time.
- J. Remove outer layer of polyethylene sheeting (drop sheet) only. Clean all surfaces of the work area, including remaining poly sheeting, using wet methods and HEPA-filtered vacuums.
- K. Mini Containments:
  - 1. The use of mini-containments shall be permitted only if entire removal can be completely contained by the enclosure or as needed to isolate the HVAC, plumbing, electrical or other system as part of localized preparatory activities.
  - 2. Mini-containments shall be constructed with rigid framing and shall have a minimum of one layer of 6 mil polyethylene sheeting sealed with tape.
  - 3. The mini-containment enclosure shall have a decontamination enclosure system in accordance with the requirements herein or as approved by the HCPW or designee.
  - 4. The mini-containment enclosure shall be placed under negative pressure for the duration of work in the containment until a visual inspection performed by HCPW or HCPW designee has established that the area is clean.

### 3.26 CLASS II ASBESTOS REMOVAL OPERATIONS

- A. The contractor shall adhere to the requirements of this section when performing work defined as Class II asbestos work per 8CCR1529(b) and/or subject to 8CCR1529(g)(7). Further, the Contractor shall adhere to the requirements of this section when performing unclassified asbestos work removing or impacting ACCM.
- B. Class II asbestos work protocols shall be used in remove and impact materials containing asbestos, including ACM and ACCM, that would not otherwise require removal using Class I asbestos work protocols as described in Section 3.25 (above).
- C. Class II Work Area Preparation (General)
  - 1. Prepare Work Area applicable regulations and this specification including, but not limited to: HVAC isolation, electrical isolation, pre-cleaning, establishment of critical barriers and decon units.
  - 2. Cover floor, windows, doors and other surfaces not scheduled for removal with two layers of 6 mil poly sheeting. Sealy poly sheeting appropriately to mitigate contamination of covered surfaces and/or adjacent areas.
  - 3. Where Class I Asbestos Work and Class II Asbestos Work will be conducted in same work area, the Contractor shall perform the removal as required for Class I work.
  - 4. For interior Class II work: the Work Area(s) shall be prepared in accordance with the negative pressure containment requirements stipulated herein and the Class II work

conducted under negative pressure. Negative pressure shall be maintained within the Work Area until the clearance requirements have been met.

D. Class II Work Procedures (General)

1. Use wet methods continuously during abatement work to ensure visible emissions are not produced during abatement work.
  - a. Do not allow water to pond or drain outside of the Work Area.
2. Use hand-tools to cut, loosen and remove material from substrate.
3. Use HEPA-equipped vacuum to address dust/debris generated during removal.
4. Immediately place removed materials in labeled 6 mil waste bags or labeled containers and seal such containers immediately after filling.
5. If visible dust is produced at any time during the operation, immediately stop work and mist area with water.
6. Do not allow abatement-related debris (including water) to migrate out of the Work Area.
7. The Contractor shall regulate all areas contaminated with abatement-related debris similarly to the Work Area and include such areas within the abatement containment and scope of cleanup work.
8. If mechanical means are used on any nonfriable ACM, such material shall be considered to be rendered friable (RACM) and subsequently disposed of as a non-RCRA California hazardous waste.
9. Complete Work Area clean-up: clean all exposed surfaces in the Work Area using wet methods and HEPA vacuum equipment.
10. All waste shall be double bagged and/or sealed in a leak-tight container prior to removal from the regulated area.
  - b. The Contractor shall only remove as much material as can be properly containerized during that work shift.
  - c. Loose debris shall be containerized no later than the end of each work shift.
  - d. All containerized debris shall exhibit adequate wetting.
  - e. Waste shall not be staged within the Work Area overnight.
  - f. The method used to deliver waste bags from the Work Area into the waste containers shall not produce visible dust or uncontained debris.

3.27 ROOFING MATERIAL REMOVAL

A. Weather Restrictions:

1. If wind conditions occur during abatement which prevents the containment of debris within the established Work Area, removal work shall stop and all loose debris shall be containerized immediately.
  - a. Wind speed shall be monitored by the contractor at the work site during active removal.
  - b. The contractor's Competent Person(s) shall be responsible for evaluating when excessive wind speed will prohibit the containment of debris at the roof and instructing workers to cease removal and begin debris containerization.

B. Mist the roofing material with water or amended water continuously during removal.

C. Use HEPA vacuums to continuously address dust/debris generated during removal.



- D. Manually remove roofing, mastic and/or sealant by prying/scraping from substrate with hand tools. Excessive vibration and/or the use of mechanical means shall not be allowed to avoid air entrainment of asbestos fibers.
- E. If visible dust is produced at any time during the operation, immediately stop work and mist area with water.
- F. Debris which has migrated outside of containment shall be immediately addressed by the Contractor. Contractor's appropriately trained workers shall promptly address fugitive debris per applicable regulations, including the use of HEPA vacuums and wet methods.
- G. All waste shall be double bagged and/or sealed in a leak-tight container prior to removal from the regulated area.
- H. The Contractor shall only remove as much material as can be properly containerized during that work shift.
- I. Loose debris shall be containerized no later than the end of each work shift.
- J. All containerized debris shall exhibit adequate wetting.
- K. Lower waste to the ground for proper storage, maintain positive control over the waste material at all times and do not drop or throw waste from roof.
- L. Waste shall be removed from the roof no later than the end of each work shift.
- M. Waste shall not be staged on the roof or within the Work Area overnight.
- N. Care shall be used when removing roofing material, sealants or mastics around penetrations in the roof deck (concrete substrate) so as to not allow abatement-related debris (including water) to migrate out of the Work Area.
- O. If there is the potential for abatement-related debris (including water) to migrate out of the Work Area (such as through penetrations, openings in the roof deck, or other pathways) the Contractor shall regulate such areas where debris may fall similarly to the Work Area and include those areas within the abatement containment and scope of cleanup work.
- P. The method used to deliver waste bags from the roof into the waste containers shall not produce visible dust or uncontained debris. Waste materials, whether bulk debris or sealed bags, shall not be thrown or dropped from the roof.
- Q. Complete work area cleanup by employing wet methods and conducting HEPA vacuuming of all surfaces in the work area.

### 3.28 ENCAPSULATION

- R. Encapsulants shall not be applied within the containment until the area has been visually inspected by HCPW or authorized representative.

- S. Any encapsulating agent to be applied shall adhere to the substrate surfaces from which asbestos containing material has been stripped.
- T. The encapsulating agent shall not be flammable and should not be solvent-based or utilize a base (the liquid in which the solid parts of the encapsulant are suspended) containing hydrocarbons.

**3.29 EXTENSION OF WORK AREA**

- A. If a critical barrier is breached and/or a spill occurs outside the Work Area or regulated area, the Work Area shall be extended to include the affected area.
- B. Take all necessary precautions to prevent the spread of asbestos debris and/or asbestos fibers during extension of the Work Area.
- C. Construct the extended Work Area in accordance with the requirements of the asbestos work class involved.
- D. Clean all surfaces within the work area using wet methods and HEPA vacuum equipment. Floor and wall surfaces shall be free of any visible asbestos material, debris and/or dust.
- E. The Competent Person shall perform a complete visual inspection of the Work Area under adequate lighting to ensure that the Work Area is free of visible asbestos material, debris, dust, waste bags or containers, and equipment. Additional cleaning shall be conducted until the area is completely clean of all dust, debris, and residues.
- F. Request post-abatement inspection by contacting HCPW and HCPW designee. Request(s) shall be submitted by the contractor at least 48-hours in advance of the anticipated inspection time.
- G. If the HCPW or designee finds the work area decontamination to be acceptable for encapsulation based on visual inspection, spray substrate surfaces with a lock down encapsulant. Apply encapsulant coating using airless spray equipment as specified by the manufacturer. If the work area is not found to be visually acceptable, the area must be re-cleaned and decontaminated prior to subsequent inspections by HCPW or authorized representative.
- H. Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.
- I. Remove and containerize all visible accumulations of asbestos containing material and asbestos contaminated debris utilizing rubber dust pans and rubber squeegees to move material around. Do not use metal shovels to pick up or move accumulated waste.
- J. Asbestos containing/contaminated waste shall be placed in disposal bags. Disposal bags shall be 6 mil polyethylene, pre-printed with labels as required by USEPA regulation 40 CFR 61.152 (b)(1)(iv) and Cal/OSHA 8 CCR 1529 (k)(8).

- K. Dry sweeping of any debris is prohibited. All loose debris is to be kept wetted. All debris is to be cleaned frequently and placed, while still wet, in disposal bags.
- L. Waste disposal bags are to be double bagged. The first bag is to be taped closed. The second bag is to be taped closed, closed in a goose necked fashion, and taped closed again prior to removal from containment.
- M. Dispose of ACCM, ACM, RACM and contaminated waste in accordance with this specification and applicable regulations.

## 1.2 CLEARANCE PROCEDURES

### A. Post-Abatement Visual Inspection

- 1. Contractor shall notify HCPW at least 48 hours prior to the anticipated completion of abatement work to be evaluated by the post-abatement visual inspection.
- 2. Prior to post-abatement visual inspection, Contractor shall remove all containerized waste from the work areas. HCPW's project management and/or HCPW or designee personnel will inspect the work area for visible residue. The post-abatement visual inspection may include use of tools, flashlight, hand-wiping or other methods to observe residual dust/debris.
- 3. If unacceptable accumulation of residue is observed, it will be assumed to be asbestos and a second cleaning cycle and settling period repeated at no additional cost to HCPW or the HCPW or designee.
- 4. All critical barriers and decontamination areas shall remain in place until abatement area has been sufficiently cleaned and passed both post-abatement visual inspection as verified by HCPW or authorized representative and air monitoring.

### B. Post-Abatement Air Monitoring

- 1. Following the completion of final clean-up operations, visual inspection and encapsulation, Contractor shall notify HCPW that work areas are ready for final air clearance monitoring.
- 2. Once the encapsulant has dried (a minimum of four hours after the completion of encapsulant application), HCPW, or authorized and appropriately certified representative, will then sample the air in the work area for airborne asbestos fibers using Transmission Electron Microscopy (TEM) cassettes.
- 3. TEM Air Sampling: In each containment area after completion of cleaning work, a minimum number of air samples may be collected and analyzed as follows:
  - a. Up to five (5) TEM samples for each negative-pressure containment, unless otherwise noted and approved. All TEM samples to be analyzed in general accordance with 40 CFR Part 763.
- 4. Release Criteria:
  - a. Decontamination of the work site is complete when the average of five TEM samples is less than or equal to 70 structures per square millimeter of filter area (s/mm<sup>2</sup>). Note: the laboratory detection limit will be used to calculate the average fiber density (s/mm<sup>2</sup>) in the event that no structures are observed by the laboratory in a given sample.

- b. If the laboratory analysis of the collected air samples determines that the average of the five samples is greater than 70 s/mm<sup>2</sup>, then the area must be re-cleaned by the Contractor at no additional cost to HCPW or authorized representative.
5. After the completion of re-cleaning, a second post-abatement visual inspection shall be conducted by HCPW or authorized representative.
6. If the containment passes the second post-abatement visual inspection, a second set of TEM air samples will be collected within the containment and submitted to the analyzing laboratory for analysis of asbestos content. The above-described release criteria shall apply to all air sampling events.

### 1.3 DECONSTRUCTION OF WORK AREA CONTAINMENTS

- A. Deconstruction of the work area containments (critical barriers, decontamination units, etc.) shall not occur until the following work has been completed:
  1. Abatement debris/residue clean-up has been completed by Contractor
  2. Post-abatement visual inspection has been performed by Contractor and HCPW or designee.
  3. Approval has been given to Contractor by HCPW or HCPW or designee
- B. Upon approval by HCPW or HCPW or designee, the Contractor shall remove critical barriers, decontamination units, project fencing and associated equipment from the work area.
  1. The regulated area must be removed within 24 hours of work completion approval being submitted to Contractor.

### 3.30 DECONSTRUCTION OF WORK AREA CONTAINMENTS

- A. Deconstruction of the Work Area containments (critical barriers, decontamination units, etc.) shall not occur until the following work has been completed:
  1. Abatement debris/residue clean-up has been completed by Contractor
  2. Post-abatement evaluations have been performed by Contractor, HCPW and/or HCPW's Representative
  3. Approval has been given to Contractor by HCPW
- B. Upon approval by HCPW or HCPW's Representative, the Contractor shall remove critical barriers, decontamination units, project fencing and associated equipment from the Work Area.
- C. The regulated area must be removed within 24 hours of HCPW work completion approval being submitted to Contractor.

### 3.31 ALTERNATIVE PROCEDURES

- A. If specified procedures cannot be utilized, a request shall be made in writing to HCPW providing details of the problem encountered and recommended alternatives.
- B. Alternative procedures shall provide equivalent or greater protection than procedures that are replaced.

- C. Any alternative procedure must be approved in writing by HCPW prior to the implementation of the procedure.

3.32 WASTE DISPOSAL PROCEDURES

- A. The contractor is fully responsible for identifying, collecting, bagging, containerizing and labeling asbestos containing wastes per applicable regulations.
- B. Waste shall be removed from the Work Area and properly containerized no later than the end of each work shift.
  - 1. Loose debris shall be containerized no later than the end of each work shift.
  - 2. Uncontainerized waste shall not be left within the Work Area overnight.
- C. Waste containers shall be secured by the Contractor (locked) at the end of each work shift.
- D. Portions of this section apply to RACM and may be applicable to nonfriable ACM, if such nonfriable materials are rendered friable and/or impacted with mechanical means (i.e. Category I and II Nonfriable ACM are impacted using mechanical tools or otherwise pulverized during removal). See Table 1 for asbestos waste characterization estimates.

3.33 ASBESTOS DISPOSAL PROCEDURES

- A. All nonfriable ACM shall be labeled as nonfriable ACM waste and must be transported and disposed of as nonfriable asbestos waste and labeled:

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

- B. All ACM waste shall be placed and stored in sealed and labeled containers and transported to appropriate landfills or disposal facilities as approved by HCPW.
- C. The contractor is fully responsible for identifying, collecting, bagging, containerizing and labeling all friable asbestos containing wastes, if produced during this project, per the hazardous waste control regulations.
- D. The contractor shall be responsible for compliance with all applicable DOT regulations governing the transportation of hazardous materials and hazardous wastes as applicable to the project.
- E. The contractor shall submit to HCPW the name, addresses (both business and truck terminal), USEPA identification number, California hazardous waste hauler registration number (if applicable), and California 'CA' commercial transporter number of the firm that is intended to be utilized to transport for disposal the asbestos wastes. This information shall be sent to:

Humboldt County Public Works  
Attn: Sean P. Meehan, Architect, LEED AP  
Deputy Director – Facilities Management  
1106 Second Street  
Eureka, California 95501  
(707) 268-2662

- F. HCPW may utilize this information to obtain a Management Information System Terminal Evaluation Report (MISTER) from the California Highway Patrol. The hazardous waste hauler must have no “Unsatisfactory” ratings in the report if the hauler is to be approved by HCPW.
- G. If the Contractor subcontracts for the transportation of the waste, then it is the contractor’s responsibility to ensure that the transporter/hauler is covered by the following minimum insurance coverage:
  - 1. Transporters shall maintain Transporter’s Auto Liability insurance for bodily injury and property damage liability. The policy must also have a MCS-90 Endorsement and Sudden and Accidental Pollution Insurance Endorsement. A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden and Accidental Pollution Insurance. Contractor and transporters shall maintain Worker’s Compensation Insurance.
  - 2. If the contractor will be transporting the asbestos wastes to the disposal sites, then the Contractor must have insurance coverage per this section.
- H. The contractor may only dispose of nonfriable asbestos-containing waste at landfills approved by California Environmental Protection Agency (CAL/EPA) for disposal of nonfriable asbestos, and as approved by HCPW.
- I. The contractor shall coordinate with HCPW to arrange a date and time for disposal shipments that is mutually convenient. The Contractor shall prepare the Uniform Hazardous or Non-hazardous Waste Manifest, as applicable. HCPW Project Manager, or HCPW designee, shall review the manifest and shall be the only individual authorized to sign the manifest on behalf of HCPW. No contractor employee shall sign a waste manifest on behalf of HCPW.
- J. Prior to transport of waste offsite contact HCPW and inform them of the intention to transport waste. All waste manifests, weight tickets and Bills of Lading shall be sent to:

Humboldt County Public Works  
Attn: Sean P. Meehan, Architect, LEED AP  
Deputy Director – Facilities Management  
1106 Second Street  
Eureka, California 95501  
(707) 268-2662
- K. If bags of friable asbestos wastes are to be temporarily stored prior to being placed into a labeled DOT approved shipping container, then each bag must be labeled in accordance with the California Hazardous Waste Control regulations, as follows:

Hazardous Waste  
Garberville Veterans Building  
483 Conger Street  
Garberville, California 95542  
(707) 268-2662  
Asbestos Waste Solid,  
Inhalation Hazard  
Accumulation Start Date: (date that each bag is filled)  
USEPA Identification (ID) Number: (Contractor to request ID number from HCPW)

- L. The contractor will be held financially responsible for any penalties (and associated costs) assessed against HCPW as a result of violations cited by regulatory agencies where the violations are a direct result of the contractor's negligence to properly label, handle, store and/or transport the asbestos-containing hazardous wastes.
- M. Abatement Contractor shall defend, indemnify, and hold harmless, HCPW and/or authorized representative from any and all claims, damages, losses, and expenses against HCPW and/or authorized representative, including attorney's fees arising out of or resulting from asbestos spills on the site or spills en route to the disposal site.
- N. When loading ACM waste for disposal, establish a regulated area, restrict general access, and post warning signs meeting the specifications of Cal/OSHA 8 CCR Section 1529 (k)(7) at perimeter/entry points to loading area.

### 3.34 STOPPING THE WORK

- A. If at any time HCPW or HCPW's Representative observes that the Contractor's work practices are violating these specifications, federal, state, or local regulations to the extent of potential endangerment of building users, workers, the public and/or the environment, the Contractor will be verbally notified by HCPW (followed up in writing) or HCPW designee that abatement operations shall cease until corrective action is taken.
- B. The Contractor shall take such corrective action before proceeding with work. Loss or damage due to stop work order(s) shall be the Contractor's responsibility.
- C. A stop work order issued by HCPW or designee shall become effective immediately.
- D. Contractor work shall not recommence work after a stop work notice is given until written notice to proceed has been provided to the Contractor by HCPW.

**END OF SECTION**

SECTION 02 83 00 - LEAD-RELATED CONSTRUCTION

**PART 1 GENERAL**

1.1 SUMMARY OF LEAD-RELATED WORK

A. General

1. The work described by these specifications is applicable to the Humboldt County Public Works (HCPW) Garberville Veterans Hall (project site) Planned Demolition Project (Project).

B. Specific Locations

1. This work at the project site is understood to meet the Cal/OSHA definition of construction work (1532.1[a]) and will involve disturbance of finishes and components at the project site that are known or assumed to contain lead and meet the definition of Lead Based Paint (LBP) and/or Lead Containing Paint (LCP). Disturbance of paint, coatings, and/or ceramic glazing at the project site shall be understood to impact lead, thus, is subject to regulation by governmental agencies and standards, including those denoted herein.

- C. The Contractor shall determine and implement applicable California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) worker protection requirements, including Title 8 of the California Code of Regulations, Section 1532.1 (8CCR1532.1) in a manner that protects Contractor personnel, site employees, the public, and the environment from potential lead contamination resultant from Contractor work in association with this project.

- D. Contractor shall furnish all labor, materials, services, insurance and equipment which are specified, shown or reasonably implied for effective containment, dust suppression, cleaning, impaction, transport, and disposal of LBP and/or LCP from the project site including the following work:

1. Removal of loose and peeling paint from all painted/coated components and surfaces to be impacted during the project site project work.
2. Clean up and disposal of all interior lead contaminated debris from selective demolition, loose paint removal, and surface preparation.
3. The work includes the proper containment, removal, transport, and disposal of the following lead-contaminated materials associated with lead-related construction activities including, but not limited to, the following:
4. All materials used for work area preparation
5. All discarded personnel protective equipment
6. All other potentially contaminated materials
7. All lead contaminated waste and debris

- E. Properly dispose of lead-related debris, as listed below:

1. Lead Based Paint (LBP): waste stream is to be segregated and representative samples for laboratory analysis collected by the Contractor as per this specification.



2. Lead Containing Paint (LCP): waste stream is to be segregated and representative samples for laboratory analysis collected by the Contractor as per this specification.
  3. Paint waste or other debris that has been classified as hazardous due to the characteristics of toxicity, as determined by required testing performed by the Contractor in accordance with California Code of Regulations (CCR), Title 22, Div. 4.5 and this specification.
- F. Upon completion of Contractor's work, all interior and exterior surfaces located within the Contractor's scope of work are to be free of visible lead-containing debris and/or lead-dust hazards.
  - G. All resulting demolition, surface preparation, removal, and clean-up wastes are to be disposed of by the Contractor as hazardous wastes unless proven otherwise by waste characterization sampling.
  - H. All work shall be supervised by experienced persons trained, knowledgeable and qualified in the techniques of lead containing material impaction, proper handling, disposal requirements and the subsequent cleaning of lead-contaminated areas.
- 1.2 RELATED SECTIONS
- A. Section 02 81 00 Transport and Disposal of Hazardous Materials
  - B. Section 02 82 00 Asbestos Remediation
- 1.3 RELATED DOCUMENTS
- A. *Asbestos Survey, Lead Paint Sampling, & Lead Waste Characterization for Demolition or Renovation of the Garberville Veterans Building, 483 Conger Street, Garberville, California* prepared by Brunelle & Clark Consulting, LLC and dated January 8, 2021.
- 1.4 REFERENCES
1. Code of Federal Regulations (CFR)
    - a. 29 CFR 1926, Construction Standards
    - b. 40 CFR Parts 261, 265, and 268, Hazardous Waste Management
    - c. 40 CFR Part 745, Lead: Identification of Dangerous Levels of Lead
    - d. 40 CFR Part 745, Subpart E Lead Renovation, Repair and Painting Program
    - e. 49 CFR Parts 172, 173, 178, 179, Hazardous Material Transportation
  2. California Code of Regulations (CCR)
    - a. 8 CCR Division 1, Chapter 4, Construction Safety Orders
    - b. 8CCR1532.1, Lead in Construction
    - c. 8 CCR 1537, Welding, Cutting, and Heating of Coated Metals
    - d. 8 CCR 1531, Respiratory Protection
    - e. 17 CCR Division 1, Chapter 8, Accreditation/Certification, and Work Practices in Lead-Related Construction

- f. 22 CCR Division 4.5, Environmental Health Standards for Management of Hazardous Waste

1.5 DEFINITIONS

A. The following definitions apply to the work described by this section:

1. Abatement – Hazardous materials related construction undertaken for the purpose of eliminating or reducing existing recognized hazardous materials related hazards. Title 17 CCR, Division 1, Chapter 8 defines abatement as any set of measures designed to reduce or eliminate lead hazards or lead-based paint for public and residential buildings, but does not include containment or cleaning.
2. Accreditation – Accreditation means that California Department of Public Health (CDPH) has reviewed and finds acceptable a training provider's written application for accreditation, and has conducted and finds acceptable, an on-site audit as specified in Title 17 CCR, Division 1, Chapter 8, subsection 35078(e). Accredited training provider means any individual, corporation, partnership or other unincorporated association or public entity to which the Department has granted accreditation or provisional accreditation to offer lead-related construction courses and continuing education instruction.
3. Action Level (AL) – Cal/OSHA employee exposure level for airborne concentrations of lead of 30 micrograms per cubic meter of air (30 µg/m<sup>3</sup>) calculated as an eight-hour time-weighted average (TWA) per CCR Title 8, Section 1532.1 Lead (8CCR1532.1[b]).
4. Airlock – A system for permitting ingress or egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.
5. Air Monitoring – The process of measuring the air contaminant (e.g. lead) content of a specified volume of air in a stated period of time. The purpose of air monitoring is to determine compliance with regulatory occupational and specified environmental exposure limits for airborne contaminants.
6. Cal/OSHA – The State of California Department of Industrial Relations, Division of Occupational Safety and Health.
7. CDPH – The State of California Department of Public Health.
8. Certified Lead Supervisor – A certified lead supervisor is an individual who has received a certificate or an interim certificate from CDPH as a “certified lead supervisor.”
9. Certified Lead Worker– A certified lead supervisor is an individual who has received a certificate or an interim certificate from CDPH as a “certified lead worker.”
10. Clearance Inspection – A clearance inspection means an on-site limited investigation, as described in Chapter 15: Clearance, sections II-VI, “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing,” U.S. Department of Housing and Urban Development, June 1995.
11. 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 hazard controls, procedures, practices, and conditions and who has sufficient experience and authority to take prompt corrective measures to take corrective action.

12. Containment – Protective physical barriers and associated means and methods used to contain airborne contaminant dust within the work area and prevent contamination of surfaces and grounds below and adjacent to areas where a hazardous material is being disturbed.
13. Contractor – the appropriately-licensed contractor, including contractor personnel and/or affiliates, selected to remove the hazardous materials at the project site.
14. Designated representative (HCPW's representative) – Person(s) designated or appointed by HCPW to represent them in matters concerning work project at the site.
15. Hazard Communication (HAZCOM) – Hazard communication training and product labeling is required by Cal/OSHA to be implemented by HCPW for each employee exposed to hazardous materials. HAZCOM shall be in accordance with the Hazard Communication Standard (8 CCR 5194). For this plan, HAZCOM training shall be understood to include the hazards associated with lead containing materials and surface coatings.
16. Hazardous Lead Waste – Lead-containing 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 4.5. Any substance(s) listed in Chapter 11 Section 66261.24 at concentrations greater than the applicable listed Soluble Threshold Limit Concentration (STLC) or Total Threshold Limit Concentration (TTLC) is considered hazardous waste and 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.
17. Hazardous Waste – Waste material that is listed or meets the criteria for hazardous waste as set forth in California Code of Regulations (CCR), Title 22, and Article 9 (see below). At minimum, with regard to the work project, the following shall be considered to be hazardous wastes associated with lead containing paint with respect to this section:
  - a. Paint waste or other debris that has been classified as hazardous due to the characteristics of toxicity, as determined by testing in accordance with CCR, Title 22, Div. 4.5.
  - b. Any substance listed in Chapter 11, Section 66261.24 at concentrations greater than its listed Soluble Threshold Limit Concentration (STLC) of 5.0 part per million (ppm) or Total Threshold Limit Concentration (TTLC) of 1000 ppm. If the STLC or TTLC values are exceeded, the lead related waste will need to be further characterized by the Toxicity Characteristics Leaching Procedure (TCLP) in accordance with 40 CFR 261.
18. HCPW – The Humboldt County Public Works, owner and operator of the project site, and HCPW's authorized personnel and designated representatives.
19. HEPA Vacuum Equipment – High efficiency particulate air (HEPA) 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.

20. HUD – United States Department of Housing and Urban Development.
21. Intact LCP/LBP Components – LCP/LBP components (including equipment) removed substantially intact with LBP firmly adhering to the surface.
22. Lead Based Paint (LBP) – Paint that contains greater than or equal to 0.5 percent lead by weight, or 5,000 ppm, when analyzed by atomic absorption spectroscopy (AAS) or inductively coupled plasma-atomic emissions spectroscopy (ICP-AES) or 1.0 milligrams of lead per square centimeter (mg/cm<sup>2</sup>) as determined by x-ray fluorescence (XRF) testing or laboratory analysis, or as identified by plan. Untested paints or coatings must be presumed to contain LBP. The presence of LBP triggers specific CDPH rules for residential and public buildings. LBP triggers certain Cal/OSHA pre-job notification requirements, if quantity thresholds are exceeded.
23. Lead Containing Paint – Consumer Product Safety Commission (CPSC) definition of a paint or finish coating with a lead content of greater than 0.009 percent by weight (90 ppm). Note: Cal/OSHA regulation requires compliance with worker protection rules when impacting paint or material containing lead at any detectable level. Untested paints must be presumed to contain lead at Lead Based Paint (LBP) levels (see LBP definition, below).
24. Lead Containing Material – Any material, other than a paint or coating, with a lead content of 0.5 percent (5,000 ppm) or greater. Lead containing material may pose occupational and environmental hazards depending on lead content (level), operation or process, amount of disturbance, and other factors.
25. Lead Contaminated Dust – Lead-contaminated dust means dust that contains an amount of lead equal to, or in excess of:
  - a. Ten micrograms per square foot (10 µg/ft<sup>2</sup>) for interior floor surfaces; or
  - b. One hundred µg/ft<sup>2</sup> (100 µg/ft<sup>2</sup>) for interior horizontal surfaces; or
  - c. Four hundred µg/ft<sup>2</sup> (400 µg/ft<sup>2</sup>) for exterior floor and exterior horizontal surfaces.
26. Lead Contaminated Soil – Lead-contaminated soil means bare soil that contains an amount of lead equal to, or in excess of, four hundred parts per million (400 ppm) in children’s play areas and one thousand parts per million (1000 ppm) in all other areas.
27. Lead Hazard – Lead hazard means deteriorated lead-based paint, lead contaminated dust, lead contaminated soil, disturbing lead-based paint or presumed lead-based paint without containment, or any other nuisance which may result in persistent and quantifiable lead exposure.
28. Lead Paint Surface Preparation – The process of conducting surface preparation to remove loose, flaking, and deteriorated paint prior to selective or general work or painting. Where the surface is being prepared for painting, lead-related work controls apply for any additional surface preparation required for painting. Also referred to as lead paint stabilization.
29. Lead-Related Construction – Any construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of any residential or public building, including

preparation and clean-up, that, by using or disturbing lead containing material or soil, may result in significant exposure of adults or children to lead.

30. Lead Related Waste – Paint chips, vacuum dust, and debris, used cleaning articles, wastewater, plastic sheets and other disposable items used during lead/chromium containing paint impaction are considered lead contaminated waste or suspect hazardous waste pending further characterization.
31. Parts Per Million (ppm) – Unit of measurement used to denote the lead concentration of surface coatings. Note: ppm is equivalent to milligrams per kilogram (mg/kg).
32. Permissible Exposure Limit (PEL) – This is the highest level of a regulated contaminant in air that an employee can be permitted to be exposed to in an eight-hour work day without respiratory protection. For longer workdays, the PEL is lowered and can be determined by dividing 400 by the number of hours worked per day. When the PEL is exceeded, action must be taken to lower the exposure level and protect the worker per the applicable regulation.
33. PEL (lead) – An exposure to airborne lead of 50 micrograms of lead per cubic meter of air (50  $\mu\text{g}/\text{m}^3$ ), averaged over an 8-hour workday referred to as a time weighted average (TWA).
34. Personal Protective Equipment (PPE) – Coveralls, respirators, gloves, eye and hearing protection, hardhats and/or other personal equipment worn by individuals for the purpose of shielding from exposure to potentially hazardous materials or site conditions.
35. Presumed Lead-Based Paint – Presumed lead-based paint means paint or surface coating affixed to a component in or on a structure constructed prior to January 1, 1978. Presumed lead-based paint does not include paint or surface coating that has been tested and found to contain an amount of lead less than one milligram per square centimeter (1.0  $\text{mg}/\text{cm}^2$ ) less than half of one percent (0.5%) by weight, or less than 5,000 ppm.
36. Public Building – A structure which is generally accessible to the public, including but not limited to, schools, daycare centers, museums, airports, hospitals, stores, convention centers, government facilities, office buildings and any other building which is not an industrial building or a residential building.
37. Qualified Person – The specially trained individual to be responsible for conducting air sampling, calibration of air sampling pumps, evaluating sampling results, and conducting respirator fit tests. This role is often assigned to the Competent Person.
38. Regulated Area – A designated and controlled area in which hazardous material impaction or hazardous materials–impacted work activities are undertaken or which may become contaminated as a result of such actions. A regulated area, also known as a work area, is a controlled area delineated by barrier tape (or similar means) at minimum and signage to restrict access to Authorized Personnel. In some instances, a higher degree of physical isolation and control may be required and specified.
39. Removal – Procedures specified as necessary to remove and clean-up hazardous materials, paint and debris with heavy metal contamination or components with heavy

metal containing coatings from the designated areas and to dispose of these materials at an acceptable site in accordance with Federal, State and Local Regulations.

40. Residential Building – Residential building means a structure, or part of a structure, and its land, which is used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one or more persons.
41. Stabilization – Process of stabilizing existing loose or deteriorated paint by removing loose paint and preparing the surface for painting using lead trained workers and a suitable containment system to prevent lead hazard to personnel or the environment. Proper surface preparation with lead dust and contamination controls is required. Stabilization is normally complete with removal of loose paint on components and equipment to be demolished. However, the final step of stabilization for components to remain is the application of a suitable or specified primer coat and, depending on the project plans, finish coats when and as specified. Also referred to as lead paint stabilization, surface preparation, or LBP stabilization.
42. Trigger Task – Operation, process or task specifically identified by Cal/OSHA Lead Standard - 8CCR1532.1 as a potential lead exposure hazard requiring certain protective measures to be implemented prior to obtaining the results of an initial exposure assessment. Trigger tasks include, but are not limited to, any of the following tasks when materials or paints that contain lead are present and will be disturbed:
  - a. Manual work
  - b. Manual scraping or sanding
  - c. Heat gun applications
  - d. Use of power tools for cleaning or removal
  - e. Rivet busting
  - f. Abrasive blasting and clean-up of spent abrasive
  - g. Welding, cutting or torch burning
43. Transportation Storage Disposal (TSD) Facility – An USEPA or State permitted facility for transportation, storage, and disposal of hazardous wastes.
44. Universal Waste – Certain common designated hazardous wastes that are required to be handled and disposed of or recycled in accordance with special rules. Includes fluorescent light tubes, HID lamps, sodium vapor lamps, mercury switches, mercury thermostats, NiCad, Silver, Mercury and other batteries (often used in building alarms and emergency systems), and other items.
45. USEPA – United States Environmental Protection Agency.
46. USEPA RRP – United States Environmental Protection Agency Lead Renovation, Repair and Painting Program (RRP) regulation (40 CFR 745, Subpart E) establishes standard lead-safe work practices, training/certification requirements for entities conducting renovation and/or demolition work within pre-1978 housing, childcare facilities and kindergartens.

47. 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.
48. Washroom – A room or area established outside the work area for hand washing at minimum. Where the lead PEL is exceeded, the washroom shall contain a shower facility with hot and cold water and a water filtering system.
49. Waste Coordinator – HCPW individual(s) identified to provide waste material handling, storage, transportation, disposal and general waste regulation compliance oversight and guidance.

#### 1.6 SUBMITTALS AND NOTICES

Requirements are as set forth in the contract for items required to be submitted under this section. Prior to the start of work at the project site, but not fewer than 14 calendar days prior to the planned commencement of work, the Contractor shall submit copies of the following documentation to HCPW.

##### A. Contractor Licensure, Certificates and Records

##### 1. Contractor shall hold the following license classifications:

##### a. State of California Contractors State License Board (CSLB)

- 1) Contractor shall hold a valid CSLB Contractor's license as well as hold any other licenses applicable to specified trade work.

##### B. Agency Notifications

##### 1. Per Title 8, CCR, Chapter 4, Subchapter 4, Article 4, Section 1532.1(p), the employer or Contractor are required to send notification to Cal/OSHA prior to the start of work that impacts lead on the condition that one, or more, of the following criteria are met:

- a. The lead content of the material disturbed is greater than 0.5 percent, 5,000 parts per million or 1.0 mg/cm<sup>2</sup>
- b. The amount of lead-containing material is greater than 100 square feet or 100 linear feet
- c. Torch cutting or welding for longer than one hour per shift is to occur

##### 2. Written notification, if required, is to be sent in a manner to reach the nearest Cal/OSHA district office at least 24 hours prior to the start of lead work. Urgent and unforeseen work may be reported by phone at the start of the job, but is required to be followed by written confirmation to Cal/OSHA within 24 hours of the initial phone notification.

##### 3. Where applicable, submit one copy of each required regulatory agency notification prior to start of lead-related work.

##### C. Work Procedure and Lead Compliance Submittal

1. Contractor shall submit the following to HCPW prior to the start of work applicable to these specifications:

- a. Detailed work plan describing the methods to be used including products, work procedures, tools and equipment, and lead containment and contamination controls and clean-up methods.
  - b. Cal/OSHA lead compliance plan for controlling worker exposure to lead.
  - c. Name and training documentation for the Competent Person responsible for lead compliance.
  - d. Plan for disposal of lead-contaminated wastes generated by this work in accordance with all applicable Federal, State and Local regulations
  - e. Name and certification of laboratory to be used for waste characterization analysis.
- D. Personnel Qualification Submittal
1. Contractor shall submit the following to HCPW prior to the start of work applicable to these specifications:
    - a. Certification that all employees engaged in lead-related construction work have attended lead hazard training appropriate to their assignments.
    - b. All training for other lead-related construction activities shall be in accordance with the worker training provisions in the Cal/OSHA and California Department of Public Health (CDPH) lead regulations and this specification.
  2. For any employee involved in lead abatement, lead demolition or other lead-related construction activity, or is otherwise anticipated to be exposed over the Cal/OSHA PEL for lead, submit CDPH accredited training certificates and CDPH lead worker and/or supervisor certificates, as applicable.
  3. Documentation that all employees engaged in Trigger Tasks have had the appropriate medical examinations specified in 8CCR1532.1 within the prescribed time periods immediately preceding project start-up. Note: It shall be the Contractor's responsibility to secure any and all medical and exposure information releases required for employee records in accordance with regulation. Evidence of medical requirement compliance shall include, but are not necessarily limited to:
    - 1) Documentation of medical surveillance examination by a licensed medical physician prior to commencement of trigger task work.
      - a) Documentation shall include baseline blood lead levels.
      - b) Medical exams shall have been performed within the last 12 months and the baseline blood lead shall have been within 30 days in advance of starting work.
    - 2) Statement by the examining physician that employee is fit to wear a respirator in accordance with 8 CCR 1531 within the last 12 months.
    - 3) Documentation that each employee required to wear respirators has passed a respirator fit test within the past 12 months and has been assigned an individual respirator based on the fit test.



- b. Updated training and medical certifications (as required herein) shall be provided prior to assignment of new personnel and for existing personnel prior to allowable time limits or 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.
- E. Personnel Air Monitoring and Recording Submittal
  1. Contractor shall submit a written plan detailing methods and procedures for monitoring employee airborne lead exposure as required by Cal/OSHA and airborne lead levels outside regulated areas or regulated area containments during lead component removal and surface preparation activities. Methods and procedures, at a minimum, shall comply with requirements outlined in 8CCR1532.1. Include the name, address and certification information for laboratory to be used for air sample analysis.
  2. If exposure above Action Level (AL) or PEL is anticipated, may potentially result from site work, and/or is demonstrated by air monitoring, the Contractor shall maintain documentation that employees receiving this exposure have received the following:
    - a. Contractor shall maintain documentation affirming that employees have AL training, if personnel exposure above AL may potentially result from site work.
    - b. Contractor shall maintain documentation affirming that employees have appropriate CDPH lead worker or supervisor certification, if personnel may be exposed above PEL while in a public building.
- F. Lead-Related Construction Product and Equipment Submittal
  1. Contractor shall submit the following to HCPW prior to the start of work applicable to these specifications:
  2. Calibration data showing that the secondary flow rate standards (rotometers) used for personal and general air monitoring equipment have been calibrated from a primary standard within the last 30 days from the date of submittal.
  3. Product data including: manufacturer's product safety data sheets (SDS), formerly known as Material Safety Data Sheets (MSDS), specifications, samples, application instructions and other pertinent information regarding materials to be used onsite. Products necessitating the submittal of SDS documentation may include, but are not limited to: wetting agents, chemical paint removers, detergents, adhesives, and abrasives.
  4. Product data sheets and manufacturer's certification that HEPA vacuums, HEPA ventilation equipment, and other equipment required or to be used to contain airborne dust and fume.
  5. Third-party certifications for HEPA vacuums and HEPA ventilation equipment reporting that such equipment meets the established HEPA requisite filtration standard. Certifications for HEPA filtration testing shall be dated within 30 days of the planned project start date.
  6. Product data sheets for all power tools and equipment used to remove LCP or prepare surfaces containing LCP.

G. Lead-Related Construction Progress Submittal

1. Maintain copies of the following documents onsite at all times for review by HCPW, HCPW affiliates and/or regulatory agencies. Submit the following documentation to HCPW within 10 calendar days of project completion, or as requested by HCPW during the course of the project:
  - a. Copies of initial and periodic personnel air monitoring laboratory results and calculated eight hour time weighted average results for each employee monitored.
  - b. Copies of environmental airborne lead sample results for samples collected outside contained regulated areas, as applicable.
  - c. Laboratory results of lead waste analysis (TTLC, STLC, TCLP).

H. Lead-Related Construction Close-out Submittal

1. Submit the following documentation to HCPW within 10 calendar days of project completion:
  - a. Provide blood-lead test documentation for each worker required to undergo blood lead monitoring prior to or during lead related work.
  - b. Provide entry and exit logs for each of the Contractor's work areas.
  - c. Provide copies of disposal manifests and records as required herein for project closeout.
  - d. Provide all outstanding daily submittal documents and records not previously submitted.

1.7 CONTRACTOR'S COMPLIANCE AND QUALITY ASSURANCE

A. Competent Person

1. The Contractor shall have a Competent Person onsite at all times while Lead-Related Construction involving a trigger task is in progress. The Contractor's Competent Person shall communicate and coordinate with HCPW with regard to work schedules, inspections, daily submittals, and compliance issues.
2. The Contractor's Competent Person shall:
  - a. Ensure the Contractor's compliance with the plans, specifications, and regulation.
  - b. Conduct worker exposure monitoring using a Qualified Person and provide results to HCPW at the end of the project and/or upon request.
  - c. Inspect regulated areas for compliance.
  - d. Accompany HCPW during on site regulated area inspections upon request.
  - e. Ensure all of the Contractor's lead-related construction workers have current valid medical, blood lead test, training, and respirator fit test records where required and provide copies of all new or updated records to HCPW for approval before assigning the workers to any work within regulated areas.

- f. Take timely and appropriate corrective actions to ensure compliance with the lead-related construction specifications and to eliminate unsafe, unhealthy, and environmentally unsound work practices regardless of whether or not they are brought to the Contractor's attention by HCPW.
- g. Conduct waste stream characterization testing of each lead-related waste stream and adhere to characterization of waste for proper packaging, labeling, storage, transportation, and disposal of waste. Ensure any additional waste testing required by the landfill is completed and ensure proper storage, shipping and timely disposal of all hazardous waste.

## **PART 2 PRODUCTS**

### **2.1 PROTECTIVE COVERING**

1. Polyethylene sheets (poly) used onsite shall be fire resistant, of 6 mil thickness.
2. Other reinforced impervious plastic sheeting products (10 mil thickness minimum) as may be required for use as drop cloths protection of deck, grounds, flatwork and other surfaces.

### **2.2 CLEANERS**

1. Clean-up and decontamination agents shall be suitable for the cleansing of lead from surfaces, shall not contain methyl bromide compounds and are subject to approval by HCPW.

### **2.3 CHEMICAL PAINT REMOVERS (STRIPPERS)**

1. Chemical paint removal systems shall be selected on the basis of the type of paint to be removed, the substrate type, and chemical compatibility with new coating systems to be applied. The Contractor shall conduct test or pilot removals to determine the chemical removal system for best suited to meet project requirements based on actual site conditions.
2. Chemical removal systems shall effectively remove paint without adversely affecting the treated surface's suitability for repainting or adversely affecting the bonding, appearance or durability of the coatings to be applied.
3. Chemical strippers, or other chemical products used onsite, shall not contain methylene chloride compounds.

### **2.4 PRIMER/SEALER COATINGS**

- A. The primer/sealer coatings applied after paint removal and/or paint stabilization shall be compatible with the painting systems to follow under this contract and must conform to applicable work specifications for each application.

### **2.5 TAPE**

- A. Self-adhesive tape 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.

2.6 DISPOSAL CONTAINERS FOR HAZARDOUS WASTE

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

2.7 WARNING SIGNS AND LABELS

A. Caution Signs

1. Signs are to be large enough to be readable from a distance and include the following phrase in minimum two-inch high letters:

**CAUTION LEAD HAZARD**

**KEEP OUT UNLESS AUTHORIZED**

2. Signs shall be posted at each approach to each lead or abatement regulated area or area where lead-related construction work is conducted.

B. Cal/OSHA Lead Warning Signs

1. Signage including the following phrase shall be posted at the entrance to each regulated area:

**DANGER**

**LEAD WORK AREA**

**MAY DAMAGE FERTILITY OR THE UNBORN CHILD**

**CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM**

**DO NO EAT, DRINK OR SMOKE IN THIS AREA**

C. Labels

1. 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 United States Department of Transportation 49 CFR Parts 172, 173, 178 and 179.

2.8 PERSONAL PROTECTIVE EQUIPMENT

1. Personal protective equipment shall comply with the requirements of 8CCR1532.1.
2. Minimum protective clothing and equipment for trigger tasks pending initial exposure monitoring and any operation known to exceed the PEL shall consist of disposable, full-body coveralls, disposable boots, gloves, or equivalent in accordance with ANSI Z41. Sleeves at wrists and cuffs at ankles shall be secure.
3. All disposable clothing worn during each work shift shall be removed prior to exiting the regulated area and shall be properly segregated and placed in containers for proper waste

characterization. The Contractor shall bear full responsibility for additional costs associated with waste profiling and disposal if wastes are not properly segregated.

4. Eye protection and hard hats shall be available and worn at all times and shall conform to ANSI 87.1 and ANSI 89.1
5. The Contractor shall provide Authorized Visitors with suitable disposable protective clothing, headgear, respirators, and footwear whenever authorized visitors are required to enter the regulated area.

## 2.9 RESPIRATORS

1. For trigger tasks pending initial exposure assessment results and any operation known to exceed the PEL, provide workers with personally issued respiratory equipment approved by NIOSH and suitable for the lead exposure level in the regulated area and any other airborne contaminate hazards present. The following general conditions shall apply to respirator use:
  - a. All respirators used must be certified by NIOSH and a respirator program shall be established and implemented.
  - b. Respirators shall be used whenever airborne lead concentrations will exceed, or are likely to exceed 50 micrograms of lead per cubic meter of air ( $\mu\text{g}/\text{m}^3$ ) and for any of the Trigger Tasks which have not been demonstrated to be below the PEL by initial monitoring, and for all operations involving the removal of LCP or lead contamination regardless of airborne lead concentrations.
2. The Contractor shall conduct daily monitoring to represent each employees exposure to determine of the respirators in use provide adequate protection and are appropriate for the task. Prior to initial monitoring, the level of protection shall follow Cal/OSHA requirements for the specific Trigger Task.
3. The Contractor is responsible for determination of airborne lead concentration for the Contractor's personnel and for providing and enforcing use of appropriate personnel respirator protection based upon airborne lead concentrations and this specification.
4. Respirators shall not be removed inside the regulated area. Workers shall proceed to the designated washing area and clean the external surface of the respirator body before removing the respirator.
5. Respirators worn shall be selected based on measured or reasonably expected airborne concentrations of lead as listed in the following table:

**Table 1 – Respirator Protection Factors**

Maximum Airborne Lead Concentration Outside Respirator	Protection Factor	Minimum Acceptable Respirator
>500 µg/m <sup>3</sup>	Up to 10	Half-face mask air purifying respirator with HEPA filter cartridges (P-100)
>1,250 µg/m <sup>3</sup>	Up to 25	Loose-fitting hood or helmet powered air purifying respirator (PAPR) with HEPA filter cartridges (P-100)
>50,000 µg/m <sup>3</sup>	Up to 1,000	Full-face powered air purifying respirator (PAPR) with HEPA filter cartridges (P-100)
>50,000 µg/m <sup>3</sup>	Up to 1,000	Hood or helmet supplied air respirator, operated in continuous-flow mode; or full face supplied air respirator, operated in continuous flow, pressure-demand, or other positive-pressure mode
>500,000 µg/m <sup>3</sup>	>10,000	Full face, helmet or hood self-contained breathing apparatus (SCBA) operated in pressure-demand or other positive pressure mode

Notes:

- Greater respiratory protection is always acceptable regardless of lead concentrations.
- Disposable (single use) respirators are not to be worn for protection against lead.

2.10 TOOLS AND EQUIPMENT

1. Provide suitable tools for the removal of LCP and lead contamination including HEPA vacuums, HEPA exhaust units, ground fault circuit interrupters (GFCIs), ladders, scaffold, and garden sprayers.
2. All tools and equipment brought onsite shall be clean and free of lead and other hazardous material contaminants. HEPA vacuums shall be labeled with a lead warning label and dedicated to lead-impacted construction work to prevent commingling of lead wastes with asbestos or other vacuum wastes.
3. 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 required hand washing system and, where required, a portable Wash Room with showers.

**PART 3 EXECUTION**

3.1 GENERAL

- A. All work impacting known or presumed lead containing material must be accomplished in conformance with these specifications, applicable regulations and provisions of the contract documents. In addition to the lead hazard controls of these specifications, the applicable requirements for selective demolition, surface preparation, painting, restoration, patching, and repair shall be adhered to.

1. Public and worker warning and safety information to be posted: Inside the designated construction area, post signs at all approaches to the lead removal or trigger task regulated area entrance to read:

**CAUTION LEAD HAZARD**

**KEEP OUT UNLESS AUTHORIZED**

2. In addition, post the Cal/OSHA Lead Hazard Warning Poster at the immediate regulated area entrance where trigger tasks are conducted unless monitoring results show airborne exposure levels to be below PEL.

3.2 GENERAL WORK AREA PREPARATION

- A. The following requirements apply to lead-impacted work involving trigger tasks or other work that is likely or known to disturb material containing lead in a manner that will generate lead containing dust and debris within the regulated area.

1. Where feasible, the regulated area shall be established within construction fencing or barriers. Otherwise, cordon off the regulated area extending at a minimum of 10 feet horizontally beyond the area of Lead-Impacted Construction regulated area with barrier tape and warning signs as specified herein.
2. Pre-clean visible suspect lead-containing dust and debris around and under areas where LCP or LCP coated components will be removed or disturbed. Use HEPA vacuums and wet methods to perform this cleaning which shall include, at minimum, the designated regulated area.

B. Interior Areas:

1. For demolition, debris clean-up, and paint stabilization activities:
  - a. Install critical barriers, decontamination area and hygiene facilities, as needed, to prevent migration of lead contamination outside of the regulated area.
  - b. Cover interior floors and non-movable objects within the regulated area, ensuring protection of existing interior finishes to remain, during demolition and/or paint stabilization work.

C. Exterior Areas:

1. For demolition, debris clean-up, and paint stabilization activities:
  - a. Cover and protect ground and/or horizontal surfaces within regulated area as to contain the lead hazard within the established work area.
  - b. Extend groundcover from a sufficient distance beyond the work activity, as needed, to contain all lead-related construction debris within the containment.
2. Seal all seams and secure plastic to prevent undesired movement. The means used to seal plastic to building components shall not damage the existing finishes to remain.
3. Where lead-containing material removal is likely to generate airborne dust or paint chips, devise a suitable containment to control such dust and prevent dispersal by wind.

4. Provide a designated entry/exit point to regulated areas suitable for workers to properly decontaminate and exit from the regulated area as specified herein. Install lead caution and warning signage as specified above and provide at minimum a hand washing facility.
5. Lead-related construction work shall not initially proceed until HCPW has checked and approved regulated area preparations.

### 3.3 WORKER PROTECTION AND DECONTAMINATION

- A. The Contractor shall use only workers trained and medically qualified for the assigned lead work and respirator usage for trigger tasks or other work known or reasonably expected to generate airborne exposures to lead in excess of the AL or PEL.
  1. Medically-qualified shall mean that the worker who perform trigger tasks, abatement or other Lead-Related Construction tasks likely to exceed the AL, has had at minimum biological monitoring and a medical evaluation for use of respiratory protection in accordance with 8CCR1532.1 (j).
  2. If the AL is anticipated to exceeded on any project for 30 days or more per year, the employee shall be enrolled in an occupational medical exam for lead exposure and periodic biological monitoring per 8CCR1532.1 (j) (2) and (3).
- B. Each worker shall have successfully completed lead training in accordance with 8CCR1532.1 (l). All workers shall have had a minimum lead hazard communication training tailored to their particular job assignments.
  1. All workers and their supervisors performing lead-related construction work anticipated or determined to exceed the AL are required to have formal documented training in lead hazards meeting 8CCR1532.1 (l) (2).
  2. Where the workers and their supervisors are assigned work that is determined or reasonably expected to exceed the PEL, both the workers and their supervisors shall be trained by a CDPH-accredited training provider for lead related construction and certified as lead workers and supervisors by CDPH.
- C. In the absence of personnel air monitoring data showing exposure below the PEL, each worker and Authorized Visitor, prior to entering the lead-related construction work area, shall enter the designated clean change room or area and don full body reusable or disposable coveralls, booties or shoe covers, respirator with HEPA cartridges (P100) and gloves before entering the regulated area.
- D. When exiting a regulated area HEPA vacuum the exterior of reusable work clothing and/or dispose of disposable protective clothing in separate labeled waste containers dedicated to personal protection equipment (PPE) for proper waste characterization, as applicable. Proceed to a designated hygiene facility; decontaminate hands and face (and respirator, if applicable).
- E. All tools and equipment shall be decontaminated by HEPA vacuuming and/or wet wiping prior to being taken out of the regulated area. Tools and equipment with inaccessible internals shall be externally wet-wiped, bagged and sealed prior to being removed from the regulated area.
- F. Workers shall not eat, drink, smoke, apply cosmetics, or chew gum within the work area.



**3.4 REMOVAL OF LOOSE AND PEELING PAINT**

- A. Prepare the regulated area as indicated herein to ensure the protection of surfaces to remain and the environment.
  - 1. Using wet methods, remove loose and peeling paint using scrapers, putty knives, wire brushes, and other tools deemed appropriate to achieve a surface with firmly adhered paint. Use only enough wetting to slightly dampen the surface and control dust emissions.
  - 2. Clean up paint chips and debris using wet methods and HEPA vacuuming as the removal proceeds.
- B. When complete, proceed to complete surface preparation for painting to complete stabilization.

**3.5 SURFACE PREPARATION**

- A. Prepare the surface for the primer coating in accordance with the painting specifications of this contract. Use of wet methods and HEPA-equipped vacuums is required. If power tools are to be used to impact painted surfaces, such tools shall be equipped with HEPA filtration.
  - 1. Feather the coating edge transitions from substrate to coatings and from one coat to the next to obtain a smooth, clean, adhered surface for painting.

**3.6 LEAD-RELATED DEMOLITION**

- A. Prior to demolition start, perform paint stabilization by removing loose and peeling paint from the substrates to be demolished and from substrates and components to remain within the work area.
  - 1. Minimize dust generation and use wet methods and HEPA-equipped vacuums during demolition work whenever dust may be produced.
  - 2. Remove entire components when possible, to avoid excessive surface coating disturbance.
  - 3. Use HEPA-equipped power tools when impacting surface coatings containing lead.
  - 4. Containerize paint dust and debris for disposal as hazardous waste using wet methods and HEPA vacuums.

**3.7 LEAD-CONTAMINATED DEBRIS CLEAN UP**

- A. Segregate and remove non-debris and non-disposable building components for salvage that are not fastened or attached to the building. Decontaminate, wrap and tag items to remain per contract documents.
- B. Clean up and containerize all lead contaminated dust and debris using wet methods and HEPA vacuums.
  - 1. After removal of all visible dust and debris, complete a final cleaning and decontamination of all exposed surfaces, structures, and finishes to remain.
- C. All removed dust and debris shall be considered lead hazardous waste for disposal purposes.

3.8 MECHANICAL PAINT REMOVAL AND SURFACE PREPARATION

- A. Surface preparation and loose paint removal by power tool methods such as sanders shall utilize only tools that are equipped with HEPA filtered dust collection systems.
  - 1. All indoor power tool surface preparation and loose paint removal shall be conducted only in negative pressure containment with HEPA exhaust.
- B. Protective equipment including respirators shall be selected in accordance with Cal/OSHA lead requirements and shall not be downgraded without valid exposure monitoring data indicating adequacy of selected equipment.
- C. No visible emissions shall be permitted outside the regulated work area.

3.9 CHEMICAL REMOVAL OF PAINT CONTAINING LEAD

- A. Prepare regulated area by establishing a warning signage and installing poly sheeting a sufficient distance from the chemical application to contain any migration of chemical or lead-related debris, including water.
  - 1. Stage or install temporary emergency eyewash capable of providing a 15-minute flush within the immediate work area if corrosive organic or inorganic paint strippers are used, or as recommended by the product manufacturer.
  - 2. A hygiene facility (shower or hand-washing station) shall be available onsite within a sufficient distance of the work area to accommodate prompt emergency personnel decontamination.
  - 3. Each worker shall wear appropriate protective equipment including chemical goggles, face shields, impervious gloves, aprons, and booties over standard disposable coveralls prior to handling corrosive and/or toxic chemical removers.
  - 4. Apply chemical paint removers (and any associated neutralizers) in accordance with the manufacturer's instructions.
    - a. Remove all paints and coatings down to bare substrate. Ensure that the chemical systems and paint removal methods leave a clean and smooth surface capable of receiving a suitable primer/sealer coating after final cleaning and surface preparation.
    - b. Product data sheets and SDS documentation shall be available onsite for each chemical product used by the Contractor.
    - c. Containerize all chemical and paint removal wastes in impervious containers labeled as hazardous waste.
    - d. Package all contaminated rags, protective equipment, disposable cleaning materials, and plastic sheeting in labeled impervious containers and transfer to a secure hazardous waste storage area.
  - 5. Clean and decontaminate the regulated area in accordance with the procedures outlined herein. Decontaminate all tools and equipment before removing them from the work area. Place tools and equipment in sealed bags (or equivalent) prior to being transferred to another non-contiguous regulated area.

3.10 CLEANING AND DECONTAMINATION OF WORK AREAS

- A. Perform the following clean-up procedures daily:
1. Clean regulated areas until they are free of loose dust and debris using HEPA and/or wet-wiping after pick-up of large debris.
  2. Wet debris with a fine mist of water and collect and containerize the material. All material to be properly segregated, double bagged or containerized, sealed, and moved to a designated, secure, waste storage area for waste characterization.
  3. At the end of each workday the Contractor's Competent Person shall inspect work performed to ensure the work has been completed and no visible dust or residue remains on the areas removed and/or in the regulated area. HCPW's Representative shall be included in that inspection process when and if they request inclusion.
- B. Final Clean up and Decontamination of Regulated Areas:
1. At completion of lead-related construction work involving trigger tasks or other task(s) that produce lead-containing dust and debris, perform cleaning as follows:
    - a. Clean all regulated areas where lead-related construction was performed by vacuuming all surfaces with a HEPA vacuum followed by wet-wiping using methods and materials sufficient to prevent cross contamination.
    - b. Disassemble and remove containment barriers at each regulated area location after cleaning as specified above. Place containment construction material debris into waste bags and remove to the temporary waste storage area.
    - c. Place containment membranes and plastic sheeting and waste rags in labeled six mil plastic bags or containers, seal and store in a designated, secure, waste storage area for waste characterization.
  2. The cleaning procedure employed by the Contractor shall prevent spread of contamination and effectively clean surfaces, while producing minimal waste.
  3. All tools and equipment potentially contaminated with lead shall be decontaminated prior to exiting the regulated area and/or appropriately containerized to avoid dispersion of lead to other areas of the project site.

3.11 CLEARANCE INSPECTION AND TESTING

- A. All lead-impacted work that generates dust and/or debris that may contain lead contamination is subject to review by HCPW to determine if clean-up and decontamination of the regulated area is adequate, once a work task is completed.
- B. Interior Clearance Inspection and Testing
1. After the final clean-up of each regulated area by the Contractor, HCPW may conduct a visual inspection to ensure that all visible dust and debris has been removed. If the regulated area is not visibly clean, as determined by HCPW, the Contractor shall re-clean and decontaminate the regulated area as described herein at their own cost until the regulated area passes inspection.

2. If the results of the final visual inspection are unsatisfactory, or there is reason to believe that lead contamination may persist in the Contractor's regulated area, HCPW may proceed to collect clearance dust wipe samples. The decision to collect wipe samples will be at the sole discretion of HCPW.
3. The visibly clean regulated area shall not contain surface lead dust contamination at or in excess of the established clearance criteria.
4. Dust wipe samples may be taken by HCPW to assess adequacy of the Contractor's cleaning and decontamination procedures.
5. All dust wipe samples will be analyzed for lead using either AAS or ICP for total lead. At least two working days will be allowed from the time of collection to receipt of results from the laboratory. The results will be provided to the Contractor within two working days of receipt of sample results.
6. If collected, dust wipe samples will be sent under proper chain of custody protocol to an American Industrial Hygiene Association (AIHA) Environmental Lead Laboratory Accreditation Program (ELLAP) accredited laboratory.
7. The Contractor's cleaning and decontamination shall be deemed adequate when all collected and analyzed dust wipe sample results from the regulated area are below the following clearance criteria levels for lead:
  - 1) Interior floors – 10  $\mu\text{g}/\text{ft}^2$
  - 2) Interior horizontal window surfaces – 100  $\mu\text{g}/\text{ft}^2$
  - 3) Exterior floors and exterior horizontal window surfaces – 400  $\mu\text{g}/\text{ft}^2$
8. If dust wipe samples are determined by the analyzing laboratory to exceed the clearance criteria, the entire regulated area representative of such sampling must be cleaned and retested until the clearance criteria are met. The Contractor shall pay all laboratory and delivery charges for additional dust wipe samples taken in each regulated area upon clearance failure.
9. If a regulated area fails the visual or analytical clearance criteria specified above, the Contractor shall re-clean the entire regulated area at no additional cost and shall be responsible for any additional cost incurred by HCPW for failed clearance tests, including labor and laboratory costs.

### 3.12 LEAD CONTAMINATION OF THE ENVIRONMENT

- A. In the event that removed lead-containing material, dust, or debris is not properly contained within the regulated area and thereby migrates outside established barriers, the Contractor shall stop work immediately, notify HCPW immediately, and commence clean-up and decontamination procedures as described herein or directed by HCPW.

### 3.13 WASTE STORAGE, SEGREGATION, AND CHARACTERIZATION

- A. The Contractor shall provide for secure onsite temporary storage of lead-containing material and/or related waste. Waste storage location, equipment, containers and methods are subject to prior approval by HCPW.

1. Intact LCP components are not normally considered to be hazardous wastes and may often be removed and disposed of as non-hazardous construction wastes. However, it is the Contractor's sole responsibility to ensure the waste produced by the Contractor's means and methods is properly characterized and disposed of.
2. The Contractor shall be responsible for secure onsite temporary storage for known or suspect hazardous LBP paint chip, dust/debris, and clean-up related waste.
3. The waste shall be packaged, stored, handled, transported and disposed of for each category of waste generated based on the testing results and regulatory protocol.
4. Suspect hazardous waste streams and waste categories listed below shall be considered lead hazardous waste until proven otherwise through testing. Suspect hazardous waste shall be segregated by the HCPW based on potential for exhibiting hazardous waste characteristics.
5. Lead related wastes, at a minimum, are to be segregated into the below listed categories:
  - a. Category I: Paint removed by chemical stripping, mechanical removal or abrasive media, paint chips, vacuum bags, used cleaning materials. These materials are typically hazardous wastes and shall be assumed hazardous unless proven nonhazardous via approved laboratory analysis.
  - b. Category II: Plastic sheeting and tape, disposable clothing, and equipment. These materials shall be non-hazardous if properly cleaned and decontaminated. However, these items are to be considered hazardous wastes subject to testing.
  - c. Category III: Work dust and debris from lead painted finishes and structures undergoing work are to be considered hazardous waste subject to testing.
6. Waste streams shall be tested by the Contractor using the lead testing protocol thresholds listed in the following tables for determination of hazardous waste characterization.

**Table 2 – California Environmental Protection Agency (Cal/EPA) Testing Protocol for Lead**

<b>Laboratory Analytical Method for Determination of Lead Content</b>	<b>Hazardous Waste Threshold</b>	<b>Waste Characterization</b>
Total Threshold Limit Concentration (TTLC)	≤50 ppm	Non-Hazardous Waste
Total Threshold Limit Concentration (TTLC)	>50 ppm - ≤1,000 ppm	Run STLC
Total Threshold Limit Concentration (TTLC)	>1,000 ppm	Hazardous Waste
Soluble Threshold Limit Concentration (STLC)	≤5 mg/L	Non-Hazardous Waste
Soluble Threshold Limit Concentration (STLC)	>5 mg/L	Hazardous Waste

**Table 3 – USEPA Testing Protocol for Lead**

<b>Laboratory Analytical Method</b>	<b>Hazardous Waste Threshold</b>	<b>Waste Characterization</b>
Toxicity Characteristic Leaching Procedure (TCLP)	>5 mg/L	Hazardous Waste

**Table 3 – USEPA Testing Protocol for Lead**

Laboratory Analytical Method	Hazardous Waste Threshold	Waste Characterization
Toxicity Characteristic Leaching Procedure (TCLP)	≤5 mg/L	Non-Hazardous Waste

7. Based on the above testing protocols, any representative waste stream having a soluble lead concentration greater than or equal to five ppm lead as determined by STLC or TCLP analyses or any waste greater than or equal to 1,000 ppm lead using the TTLC analysis shall be considered a lead hazardous waste. If the TTLC result for a waste stream is less than 50 ppm lead, then no further testing is required for the sampled waste stream unless the waste changes in character or composition.
8. Composite representative samples shall be taken of each waste stream category generated and shall be composited into one sample for analysis. A minimum of four composite samples shall be taken to represent each category of waste generated. It will be the responsibility of the Contractor to ensure representative samples are taken from each category of segregated waste.
9. Each category of suspect hazardous waste shall be tested and characterized according to requirements of the selected permitted waste disposal site.
  - a. If other hazardous constituents are known or suspected to be present, the testing shall also include those substances or conditions.
10. All testing shall be performed by a laboratory that complies with and is certified under the Environmental Laboratory Accreditation Program (ELAP) established by CDPH.
  - a. The cost of all waste characterization or waste profiling required by the approved landfill will be the responsibility of the Contractor.
11. In the event that HCPW determines that the waste is not properly segregated, the mixed waste stream shall be considered hazardous.
  - a. The Contractor shall be responsible for the costs associated with any additional testing required. The Contractor shall bear full responsibility for additional costs associated with waste disposal and characterization if waste is not properly segregated as required herein.

3.14 HAZARDOUS WASTE DISPOSAL:

A. Site Storage and Handling

1. The Contractor shall adhere to the requirements of 40 CFR 262 and 265 and Title 22, Division 4.5 for the onsite handling of hazardous waste, 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 secure, locked, labeled, sealed impervious containers and not placed on the unprotected ground.

3. All containers shall be shielded adequately to prevent dispersion of the debris by wind or rain and shall be labeled as hazardous waste.
  4. The exterior of waste containers shall be cleaned using a HEPA vacuum and/or wet-wiping prior to removing them from the work area.
  5. Each suspect lead hazardous waste produced shall be placed in properly segregated, labeled and sealed impervious containers by the Contractor.
  6. Hazardous containers, bags, and packaged waste shall be stored in a designated, secure, locked waste storage area and be labeled with the following information:
    - Waste Category: Lead UN2291, 6.1, PGIII
    - Waste Code: The USEPA waste code designation for lead is D008.
    - USEPA Identification Number: (HCPW to provide to Contractor)
    - Date Accumulated: (Insert Date)
    - Garberville Veterans Building, 483 Conger Street
    - Garberville, California 95542
    - Origin of waste: (Insert Waste Stream Name, i.e. Paint Chips, Vacuum Bags)
- B. The Contractor shall arrange to have the lead hazardous waste 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, 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.
1. No waste characterized as hazardous waste or originating from a waste stream characterized as hazardous shall be stored onsite for more than 90 days prior to being properly transported for disposal.
  2. All equipment, materials, and waste generated on this project must be removed offsite to their proper locations by the Contractor within seven calendar days from completion of all abatement and lead-impacted construction work.
  3. Containers to be loaded for transportation from the storage area must be removed by workers who have entered from uncontaminated areas, dressed in clean coveralls
  4. Wastes shall not be treated or processed in an attempt to mitigate the waste streams hazardous characteristics; as such treatment is prohibited by RCRA.
    - a. Any evidence of improper storage shall be cause for immediate shutdown of the project until a corrective action is taken.
  5. The Contractor shall submit to HCPW the Name, Class, and USEPA ID 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 provided herein.
- C. The Contractor shall prepare hazardous waste shipping manifests for review by HCPW. Upon waste or material pickup by the selected waste transporter, manifests shall be signed by HCPW and copies retained to verify that all steps of the handling and disposal process have been completed properly.
1. Copies of the completed manifests and landfill weight tickets shall be provided to HCPW.

2. The Contractor shall be responsible for all costs associated with transportation and disposal of all wastes generated as the result of this work.

### 3.15 ALTERNATIVE PROCEDURES

- A. If specified procedures cannot be utilized, a request shall be made in writing to HCPW providing details of the problem encountered and recommended alternatives.
  1. Alternative procedures shall provide equivalent or greater employee protection than procedures that are replaced.
  2. Any alternative procedure must be approved in writing by HCPW or authorized prior to the implementation of the procedure.

### 3.16 STOP WORK ORDERS

- A. HCPW has the authority to stop work if it is determined that conditions or procedures are not in compliance with the specifications and/or applicable regulations; to the extent of potential endangerment of state employees, the public or environment.
  1. The work stoppage shall remain in effect until conditions have been corrected, corrective measures have been taken to the satisfaction of HCPW and the Contractor has received written approval from HCPW to recommence work.
  2. All standby time and testing costs required to correct the above mentioned problems shall be borne solely at the Contractor's expense.
- B. Examples of conditions that might result in a work stoppage include but are not limited to:
  1. Uncontrolled visible emissions which escape the established regulated area or breach physical protective barriers within the regulated area.
  2. Ambient airborne levels of lead outside the construction area at more than 15  $\mu\text{g}/\text{m}^3$  of lead averaged over an eight-hour work period. Measurement of the ambient airborne lead levels may be made outside the immediate regulated area and at the nearest areas occupied by unprotected personnel or the public.
  3. Waste storage area left unsecured and/or improper containment of lead hazardous waste.
  4. Lead surface contamination outside the regulated area above clearance or pre-start background levels, whichever is higher as determined by wipe tests.

### 3.17 PROJECT CLOSEOUT

- A. Prior to approval of final payment request, the Contractor must provide the following information:
  1. Copies of all hazardous waste manifests, profile sheets and weight tickets for all hazardous wastes.
  2. Copies of all required worker and environmental air monitoring results.
  3. Copies of all outstanding daily submittals not previously submitted to HCPW.

**END OF SECTION**



SECTION 31 20 00 – EARTH MOVING

**PART 1 GENERAL**

1.01 DESCRIPTION

- A. This Section includes the following:
  - 1. Excavating and backfilling for site areas, roads and utilities.
- B. Related Sections:
  - 1. Section 02 01 00 – Site Conditions
  - 2. Section 02 01 10 – Existing Underground Structures
  - 3. Section 02 41 00 – Demolition Salvage and Abandonment
- C. References:
  - 1. Requirements of General Conditions and Division 1 specifications apply to this section.
  - 2. California Standard Specifications – 2018
- D. Existing power and telephone lines, trees, fences, pipelines or other conduits, embankments and structures in the vicinity of the work shall be supported and protected from injury by the Contractor during the construction and until the completion of the work.
- E. A thorough attempt has been made to show the type, location, and number of all utilities, however, no guarantee is made as to the location and number of such utilities. The Contractor shall repair all utilities damaged in the progress of his work. The Contractor shall notify all owners of utilities of commencement of and sufficiently in advance to have the utilities mark the location of their facilities. The Contractor shall be prepared at all times with labor, equipment, and materials to make repairs on damaged mains or utilities.

1.02 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
- B. Base Course: Layer placed between the subbase course and asphalt paving.
- C. Trench Bedding: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Trench Cover: Layer placed immediately over the pipe in trench.
- E. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- F. Excavation: Removal of material encountered above subgrade elevations.
  - 1. Additional Excavation: Excavation below subgrade elevations as directed by Owner's Representative. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Owner's Representative. Unauthorized excavation, as

well as remedial work directed by Owner's Representative, shall be without additional compensation.

- G. Fill: Soil materials used to raise existing grades.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, rock drainage course, or topsoil materials.
- K. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.
- L. Gravel Surface Course: Layer placed above the base course paving for gravel parking areas.

#### 1.03 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owners Representative and then only after arranging to provide temporary utility services according to requirements indicated.
- B. Seasonal Limits: Fill material shall not be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rains or snow, fill operations shall not be resumed until field tests indicate that the moisture contents of the subgrade and fill materials are satisfactory.

#### 1.04 SUBMITTALS

- A Materials Source: Submit name of imported fill materials supplier and sieve analysis.

#### 1.05 QUALITY ASSURANCE

- A. Qualifications of workmen:
  - 1. Provide sufficient skilled workmen and supervisors who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.

#### 1.06 GRADES, LINES, LEVELS, AND PERMANENT MARKERS

- A. Staking:
  - 1. The Contractor is responsible for providing all surveying and staking for laying out the earthworks at the site based on bench marks shown on the plans.
- B. Responsibility for correctness:
  - 1. Contractor will be held responsible for the correctness of the layout and for establishing the location of possible buried utility lines. In the event there is any conflict between actual

conditions and the drawings, Contractor shall notify the Owners Representative immediately and shall not proceed with the work until directed by the Owners Representative.

C. Preservation of markers:

1. All stakes, boundary lines, corner markers, bench marks or survey markers, etc., which have been or may be established in any part of the site, shall be carefully preserved and respected by the Contractor and shall be restored at the Contractor's expense if lost or destroyed as a result of his operations.

1.07 ACCURACY OF DATA

- A. Site data given herein and on the drawings are as exact as could be secured, but their absolute accuracy cannot be guaranteed. Exact locations, distances, elevations, etc., shall be finally governed by field conditions and the Engineer's instructions.
- B. The Contractor shall promptly, and before such condition is disturbed, notify the Owner in writing of soil or subsurface conditions which differ materially from those conditions shown in the Contract Documents or in the records of investigations of soil or subsurface conditions referred to above. The Owners Representative shall promptly investigate the conditions. If he finds the conditions materially different from those which reasonably should have been anticipated on the basis of a careful consideration of said records of investigations, logs of borings and examination of the site, and finds that said conditions will cause an increase or decrease in the cost of, and/or the time required for performance of the Contract, he will, after approval by the Owner, modify the Contract Terms in writing to provide for an equitable adjustment in cost and/or time of performance. Any claim of the Contractor shall not be allowed unless he has given the required written notice.

1.08 Archaeological Monitoring

- A. The Contractor shall notify the Owners Representative a minimum of 72 hours in advance of any excavation, and will not proceed with any excavation work until cleared to do so by the Owner. A Tribal monitor or archaeologist may be on site during construction activities. The contractor is advised that if any archaeological findings are discovered during construction that the monitor or archaeologist has the authority to slow or stop construction activities as they deem necessary.

**PART 2 PRODUCTS**

2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Fill Quality: All fill materials should be composed of soil having a low expansion potential, and be free of organic content, debris, and/or other deleterious matter.
- C. Topsoil - Shall conform to Section 21-1.02D of the State Standard Specifications, and shall be a natural friable surface soil without admixtures of undesirable subsoil, refuse, asphalt, oils, metals, or foreign materials. It shall be reasonably free from roots, hard clay, coarse gravel, stones larger than two inch in any dimensions, noxious weeds, tall grass, brush, sticks or other material which would be detrimental to the proper development of vegetative growth. Native topsoil may be suitable for use as topsoil provided it meets the requirements above.

- D. Class 2 Aggregate Base: Class 2 aggregate base shall conform to the Caltrans Standard Specifications, State of California.
- E. Select Fill/Engineered Fill: Should be free of organic matter, debris, or other deleterious matter, have a low expansion potential, and conform in general to the following requirements:
  - 1. All fill shall be of approved local materials from required excavations, supplemented by imported fill, if necessary. Approved local materials are defined as local granular soils free from significant quantities of rubble, rubbish and vegetation, and having been tested and approved by the Geotechnical Engineer prior to use. Clods, rocks or hard lumps exceeding three inches (3") in final size shall not be allowed in the upper two feet (2') of any fill supporting pavements and structures. Expansive clays shall not be used within the upper twelve inches (12") of the building pad or exterior flatwork subgrades, or subgrades supporting at-grade structures.
  - 2. Import fill shall be clean of contamination with appropriate documentation and shall have corrosion characteristics within acceptable limits. All imported materials shall be sampled, tested and approved by the Geotechnical Engineer prior to being transported to the site.
  - 3. Asphalt concrete, aggregate base, aggregate subbase, and other paving products shall comply with the appropriate provisions of the *State of California (Caltrans) Standard Specifications*, latest editions.

#### 2.02 OTHER MATERIALS

- A. All other materials not specifically described but required for proper completion of the work of this Section, shall be as selected by the Contractor subject to the approval of the Engineer.

#### 2.03 MATERIAL APPROVAL

- A. Submit samples of materials and product data to Engineer for approval prior to placing orders. Samples shall be representative and be clearly marked to show the source of the material and the intended use on the project.

### **PART 3 EXECUTION**

#### 3.01 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, freezing temperatures or frost, and other hazards created by earthwork operations. Provide protective insulating materials as necessary.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Prevent surface water and ground water from entering excavations, from ponding on prepared sub grades, and from flooding Project site and surrounding area.
- D. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

#### 3.02 BACKFILLS AND FILLS

- A. Fill: Place and compact structural fill as shown on the construction documents and as directed by the Geotechnical Engineer in layers to required elevations.

3.03 PROTECTION AND DISPOSAL

- A. Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
- D. Disposal: Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION

SECTION 31 25 00 - EROSION CONTROL

**PART 1 - GENERAL**

1.1 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
  - 1. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
    - a. ASTM D 4439-14 Standard Terminology for Geosynthetics
    - b. ASTM D 4491-14 Water Permeability of Geotextiles by Permittivity
    - c. ASTM D 4533-11 Trapezoid Tearing Strength of Geotextiles
    - d. ASTM D 4632-13 Grab Breaking Load and Elongation of Geotextiles
    - e. ASTM D 4751-12 Determining Apparent Opening Size of a Geotextile
    - f. ASTM D 4873-09 Identification, Storage, and Handling of Geosynthetic Rolls
- B. California Department of Transportation, Standard Specifications, Section 13 Water Pollution Control.
- C. Field Guide for Construction Site Dewatering.
- D. Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual (June 2011).
- E. Construction Site Best Management Practices (BMP) Manual.
- F. Construction Site Monitoring Program (CSMP) Guidance Manual.
- G. Manuals and templates are available at Caltrans Division of Construction website:  
<http://www.dot.ca.gov/hq/construc/stormwater/>.

1.2 GENERAL

- A. A Storm Water Pollution Prevention Plan (SWPPP) document is not required for this project.
- B. A Water Pollution Control Plan (WPCP) document is not required for this project.
- C. An Erosion and Sediment Control Plan (ESCP) has been prepared for this project, and is included in the design drawings. The ESCP outlines the minimum BMP requirements for this project. It is the Contractor's responsibility to implement the ESCP and update it as necessary throughout the project to minimize erosion and offsite discharge of sediment and/or other pollutants for the duration of the project.
- D. The Contractor shall become fully informed of, and comply with the applicable Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.
- E. Unless arrangements for disturbance of areas outside the project limits are made by the County and made part of the contract, it is expressly agreed that the County assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

- F. The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section including, but not limited to, compliance with the applicable provisions of Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.
- G. Conformance with the requirements of this section "Erosion Control," shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 5-1.36, "Property and Facility Preservation," Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.
- H. Earthwork construction activities shall be limited to summer months from May 15 through October 15.
- I. All demolished materials shall be removed from the project sites and disposed of by the Contractor. Refer to Specification Section 02 41 10 "Demolition, Salvage and Abandonment" for additional details and requirements.

### 1.3 EROSION AND SEDIMENT CONTROLS

- A. The contractor shall utilize the best management practices (BMPs) listed below per the Caltrans BMP handbook, latest edition, at a minimum and as required throughout the duration of the project.
  - 1. The Contractor shall implement the following soil stabilization BMP's, as needed, throughout the project: scheduling (SS-1).
  - 2. The Contractor shall implement the following sediment control BMP's, as needed, throughout the project: temporary silt fence (SC-1), temporary fiber rolls (SC-5), temporary gravel bag berm (SC-6), temporary drain inlet protection (SC-10).
  - 3. The Contractor shall conduct street sweeping (SC-7) daily, as necessary, to prevent the buildup of disturbed soil on the paved roads within the project area.
  - 4. The Contractor shall implement the following tracking control, wind erosion and non-stormwater BMP's as needed throughout the project: temporary construction entrance (TC-1), wind erosion control (WE-1); water conservation (NS-1); dewatering (NS-2); paving, sealing, and grinding (NS-3); illegal connection and illicit discharge (NS-6); vehicle fueling (NS-9); vehicle maintenance.
  - 5. The Contractor shall implement the following waste management BMP's, as needed, throughout the project: material delivery and storage (WM-1) ; material use (WM-2); stockpile management (WM-3); spill prevention and control (WM-4); solid waste management (WM-5); concrete waste management (WM-8); and sanitary waste management (WM-9).
- B. Product Data:
  - 1. Submit data for erosion control materials listed in this section indicating properties, test methods, and manufacturer's installation instructions.
- C. Material Source: Submit name of imported fill materials supplied.

- D. Manufacturer's Certificate: Submit Certifications that products meet or exceed specified requirements.

**PART 2 - PRODUCTS**

2.1 TEMPORARY FIBER ROLLS (sediment logs or wattles)

- A. Standard Specifications, Section 13-6.03E Temporary Fiber Rolls.

2.2 TEMPORARY COVERS

- A. Standard Specifications, Section 13-5.02F Temporary Covers.
- B. Standard Specifications, Section 88-1.02H Temporary Covers.

2.3 GRAVEL-FILLED BAGS

- A. Standard Specifications, Section 13-5.02G Gravel-Filled Bags.
- B. Standard Specifications, Section 88-1.02F Gravel-Filled Bags.

2.4 SEDIMENT FILTER BAGS

- A. Standard Specifications, Section 88-1.02G Sediment Filter Bag.

2.5 TEMPORARY HYDRAULIC MULCH

- A. Standard Specifications, Section 13-5.03E Temporary Hydraulic Mulch (Bonded Fiber Matrix).
- B. Standard Specifications, Section 13-5.03F Temporary Hydraulic Mulch (Polymer-Stabilized Fiber Matrix).

2.6 TEMPORARY HYDROSEED

- A. Standard Specifications, Section 13-5.03I Temporary Hydroseed.

2.7 SILT FENCE

- A. Standard Specifications, Section 96-1.02E SILT FENCE FABRIC.

**PART 3 - EXECUTION**

3.1 GENERAL

- A. The Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the control measures included in the ESCP and any amendments thereto. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Handbook and these construction details.
- B. Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the duration of the project.



- C. Soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbing activities are expected to be discontinued for a period of 10 or more days and the areas are fully protected. Areas that will become non-active shall be fully protected with soil stabilization practices and sediment control measures within 5 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.
- D. Active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis.
- E. The National Weather Service (<http://www.weather.gov/>) forecast shall be used. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.
- F. The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the ESCP for sediment tracking, wind erosion, non-stormwater management and waste management and disposal.
- G. The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the requirements of this section "Erosion Control" as determined by the Engineer.
- H. To achieve final coverage, all disturbed areas within the construction footprint shall be covered with hydroseeding and mulch, as shown on the construction drawings.

END OF SECTION