

**AGREEMENT FOR REMOVAL OF LEAD AND ASBESTOS
FROM CITY FACILITIES Between the City of San José
and Plant Hazardous Services, Inc.**

This Agreement is entered into as of _____ between the City of San José, a municipal corporation ("City"), and Plant Hazardous Services, Inc., a California corporation ("Contractor").

RECITALS

1. City has issued a Request for Proposal ("RFP") for removal of Lead and Asbestos from Citywide facilities; and
2. Contractor has the necessary expertise and skill to perform such services and Contractor's proposal can best meet City's needs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

- Exhibit A - Scope of Services
 - Section A-1 Removal of Lead
 - Section A-2 Removal of Asbestos
- Exhibit B - Compensation
- Exhibit C - Insurance Requirements
- Exhibit D - Labor Compliance Addendum (With Exhibits)
- Exhibit E - Notice of Exercise of Option to Extend Agreement
- Exhibit F - Payment Bond

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail.

This Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

2 SCOPE OF SERVICES

Contractor shall perform those services specified in detail in the attached Exhibit A, entitled "Scope of Services".

3 TERM OF AGREEMENT

3.1 Initial Term

The term of this Agreement is from February 9, 2011 to February 8, 2012, inclusive, subject to the provisions of Section 8 and subsection 3.2.

3.2 Options

City has the right to extend the term of this Agreement for three (3) additional one-year periods (the "Additional Terms"), based upon the same conditions of the Initial Term, subject to adjustments for compensation as set forth in Exhibit B. City shall notify Contractor in writing of its exercise of its option for an Additional Term no less than thirty (30) days prior to the end of the then current Term.

3.3 No Waiver

City's agreement to extend the term of this Agreement is not a waiver of the "time is of the essence" provision in Section 4.

4 SCHEDULE OF PERFORMANCE

The services of Contractor are to be completed according to the schedule set out in each Work Order issued pursuant to Exhibit A. Time is of the essence in this Agreement.

5 COMPENSATION

City shall pay Contractor an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for Contractor's services and reimbursable expenses, if any. The terms, rate and schedule of payment are set forth in the attached Exhibit B, entitled "Compensation."

6 TAXES AND CHARGES

Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of Contractor's business.

7 LABOR COMPLIANCE

This Agreement is subject to City's Prevailing/Living Wage Policy and the applicable implementing regulations (collectively, the "Policy"). Contractor shall comply with the provisions of the attached Labor Compliance Addendum (Exhibit D), which sets forth Contractor's obligations under the Policy.

8 TERMINATION

8.1 Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

8.2 Termination for Default

If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

8.3 Termination Authority

The Director of Finance ("Director") is empowered to terminate this Agreement on behalf of City.

8.4 Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

9 INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Contractor's officers, employees or agents. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification.

10 INSURANCE REQUIREMENTS

Contractor agrees to have and maintain the policies set forth in Exhibit C, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

11 WAIVER

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

12 PAYMENT BOND

Prior to the commencement of any construction, demolition, alteration or repair of a City facility hereunder which exceeds Twenty-Five Thousand Dollars (\$25,000.00), Contractor shall furnish to City, at no cost to City, a payment bond in an amount equal to one hundred percent (100%) of the total cost of the contract for construction, demolition, alteration or repair of the City facility or facilities.

The payment bond must be issued by an admitted surety insurer using the Contractor's Payment Bond form attached as Exhibit F.

13 INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

14 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

15 CONFLICT OF INTEREST

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

16 NONDISCRIMINATION

Contractor agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

17 GIFTS

17.1 Prohibition on Gifts

Contractor acknowledges that Chapter 12.08 of the San Jose Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

17.2 No Offer

Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

17.3 Breach of Agreement

Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 8 of this Agreement.

18 DISQUALIFICATION OF FORMER EMPLOYEES

Contractor is familiar with Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

19 CONFIDENTIAL INFORMATION

All data, documents, discussions or other information developed or received by or for Contractor in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

20 OWNERSHIP OF MATERIALS

All reports, documents or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform Contractor's services are City's property without restriction or limitation upon their use.

21 CONTRACTOR'S BOOKS AND RECORDS

21.1 Maintenance during Term

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

21.2 Maintenance after Term

Contractor shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

21.3 Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

21.4 Custody of Records

Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers,

require that custody of the Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

22 ASSIGNABILITY

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Contractor to assign this Agreement, in violation of this Section, will be voidable at City's sole option.

23 SUBCONTRACTORS

Contractor may not use subcontractors to perform any services authorized under this Agreement.

23.1 Authorized Subcontractors

Notwithstanding Section 22 (Assignability) above, Contractor may use designated subcontractors approved in advance by City in performing Contractor's services.

Contractor must obtain City's prior written consent in order to change or add subcontractors. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

23.2 Compliance with Agreement

Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

24 GOVERNING LAW

This Agreement must be construed -- and its performance enforced--under California law.

25 VENUE

In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

Contractor further agrees that in the event a lawsuit involving this Agreement is filed by City, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

26 NOTICES

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective parties as follows:

To City: Director of Finance
 City of San José
 200 East Santa Clara St.
 San José, CA 95113

To Contractor: Plant Hazardous Services, Inc.
 3716 San Pablo Dam Rd., Suite 1
 El Sobrante, CA 94803

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail.

The parties may change their respective addresses in accordance with the provisions of this Section.

27 MISCELLANEOUS

27.1 Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

27.2 Assignment

Subject to the provisions of Section 22 (Assignability), this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.

27.3 Headings

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

27.4 Authority of City Manager

Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

APPROVED AS TO FORM:

City of San José
a municipal corporation

Sandra Lee
Deputy City Attorney

By _____
Name: Mark Giovannetti
Title: Purchasing Officer
Date: _____

PLANT HAZARDOUS SERVICES, INC.,
A CALIFORNIA CORPORATION

By  _____
Name: JACK G. JETHA
Title: CEO/PRES

EXHIBIT A SCOPE OF SERVICES

SECTION A-1

1. Scope of Services – Lead Removal Overview:

The Scope of Services to be provided under this Section A-1 addresses the abatement of lead-containing materials.

1.1. It is necessary for the Contractor to perform all lead-related services in conformance with the specifications described in the Scope of Services.

1.2. The work covered by this Scope of Services includes the proper handling, removal, transportation, and disposal of lead-containing materials. All lead-containing materials requiring removal shall be disposed of according to all applicable federal, state and local laws, codes and regulations. The Contractor shall determine if additional hazardous materials will be impacted by the scope of the abatement work. The cleanup of any incidental lead found in areas undergoing lead-related construction work that become separated from the buildings during the dismantling process are considered part of the work.

1.3. For all services performed, Contractor shall monitor employees and provide protective equipment in accordance with the requirements of California Occupational Safety and Health Administration (Cal-OSHA), any other applicable regulations, and as required by this Scope of Services. Where there is a conflict, the most stringent requirement shall apply.

1.4. Contractor's workers shall have received lead abatement training in accordance with Cal-OSHA's Lead in Construction Standard, California Code of Regulations, Title 8, Section 1532.1 ("Title 8 CCR 1532.1") and California Department of Health Services Lead-Related Construction training requirements.

1.5. Contractor shall furnish all labor, materials, facilities, equipment, services, employee training, medical monitoring, permits and agreements necessary to perform the work required for lead-related construction in accordance with the specifications in this Scope of Services.

1.6. Contractor shall comply with all federal, state, and local codes, laws and regulations pertaining to: lead-related construction; handling, storage, removal, transportation and disposal of lead-containing materials; worker and employee health and safety; Contractor certifications, licenses, permits, and training. Such regulations include, but are not limited to, Cal-OSHA Worker Protection requirements and regulations of California Environmental Protection Agency (Cal/EPA) and California Department of Health Services (DHS).

1.7. Contractor shall have a Hazardous Substance Removal Certification from the State of California to perform the work in this Scope of Services, and shall maintain such throughout the term of the Agreement. City shall be notified of any lapse, revocation, or other invalidation of required certification.

1.8. Contractor's work on the premises shall be confined to areas designated by City. Contractor shall store materials and equipment within areas designated by City. Should additional storage space be required, the Contractor shall request permission for

additional space and shall adequately safeguard occupants of the premises from health and safety hazards associated with this material and equipment.

1.9. Contractor shall perform all work specified herein with competent persons trained, knowledgeable and qualified in work relating to lead-related construction, handling, storage, removal, transportation and disposal, and the subsequent cleaning of contaminated areas.

1.10. During lead-related construction activities, the Contractor shall protect against contamination of soil, water, plant life, and adjacent building areas, and shall ensure that there is no airborne release of lead dusts. The City may collect air and/or wipe samples in the building and in adjacent areas to evaluate the Contractor's performance. Evidence of settled dust or airborne levels of contaminants above baseline will require the implementation of additional controls by Contractor at Contractor's sole expense and at no increase to the contract price payable by City.

1.11. It is the Contractor's responsibility to confirm the scope of lead-containing materials identified in City's Lead Survey related to the project site prior to commencement of each project. The Contractor shall conduct a site visit to determine exact locations of lead-containing materials that will be impacted. All lead-containing materials shall be handled according to the procedures outlined in this Scope of Services. If additional suspected lead-containing materials are discovered during the site visit or course of the work, Contractor shall immediately notify City and/or City's designated representative.

1.12. It is the Contractor's responsibility to fulfill any required testing protocols for lead-containing materials prior to disposal.

1.13. Lead-containing materials removed during the work shall be disposed of by Contractor in an approved manner and at an approved disposal site complying with all applicable federal, state, and local codes, laws and regulations. An EPA approved Manifest (definition below) shall be utilized for any lead-containing material disposal from City project site.

1.14. Contractor shall perform Total Threshold Limit Concentration (TTLC), Soluble Threshold Limit Concentration (STLC) and Toxicity Characteristic Leaching Procedure (TCLP) testing for lead containing materials, including but not limited to paint and painted building debris, as required by this Scope of Services, and the selected landfill(s). All testing shall be done in the presence of the City's designated representative(s). Chain-of-custody forms shall be provided to the City within one (1) day following sample delivery to the laboratory.

2. DEFINITIONS:

2.1. Action Level: Employee exposure, without regard to the use of respirators, to an airborne concentration of 30 micrograms per cubic meter of air (30 µg/m³) calculated as an 8-hour time-weighted average (TWA).

2.2. Airlock: A system for permitting ingress and egress with minimum air movement between a contaminated area and uncontaminated area. Typically consists of two curtained or gasketed doorways separated by a distance of at least six feet such that one passes through one doorway into the airlock, allowing the doorway to close off the opening. This airlock must be maintained in uncontaminated

condition at all times.

- 2.3. **Area Monitoring**: Sampling of airborne lead concentrations within the work area and outside the work area. Sampling shall represent airborne concentrations that may reach the breathing zone.
- 2.4. **Authorized Visitor**: Designated employees or consultants for the City and representatives of any federal, state or local regulatory or other agency having jurisdiction over the project.
- 2.5. **Baseline**: Refers to the levels of lead monitored before work activities commenced.
- 2.6. **Breathing Zone**: A hemisphere forward of the shoulders and head with a radius of approximately six to nine inches.
- 2.7. **Breach**: A rift or gap in the critical or secondary barriers that allow egress of air from the containment to outside, or vice versa.
- 2.8. **Cal-OSHA**: State of California, Occupational Safety & Health Administration.
- 2.9. **Certified Industrial Hygienist (CIH)**: A person certified by the American Board of Industrial Hygiene.
- 2.10. **Chain-of-Custody**: A legal concept involving documentation of the physical possession of a sample(s) chronologically from the moment it is collected to when it is transported, analyzed, and ultimately stored in an archive. Documentation includes the conditions under which the sample(s) is gathered, the identity of all sample(s) handlers, duration of sample(s) custody, security conditions under while handling or storing the sample(s), and the manner in which the sample(s) is transferred to subsequent custodians each time such a transfer occurs.
- 2.11. **Change Rooms**: Refers to the two chambers in the decontamination area used to change into and out of protective clothing.
- 2.12. **Clean Room**: An uncontaminated area or room that is part of the Decontamination Area, with provisions for storage of workers' street clothes and protective equipment.
- 2.13. **Competent Person**: Contractor's staff member who is trained and capable of identifying existing and predictable hazards and who has the authority to take prompt corrective measures to eliminate them.
- 2.14. **Critical Barrier**: A unit of temporary construction that provides the only separation between the work area and an adjacent potentially occupied space. Critical barriers include the decontamination unit, perimeter walls, ceilings, penetrations and any temporary critical barriers between the work area and the uncontaminated environment.
- 2.15. **CSLB**: Contractors State Licensing Board
- 2.16. **Decontamination Area**: Area which is constructed to provide the means for workers to store clothing, equipment and other articles, and to properly remove contamination upon concluding work activities that result in exposure to these hazardous materials.

- 2.17. **Decontamination Enclosure System**: A system of airlocks used to decontaminate personnel, waste bags, equipment, etc. when exiting the work area. A decontamination enclosure system shall be set up for each work area.
- 2.18. **Demolition**: The wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.
- 2.19. **DHS**: State of California Department of Health Services.
- 2.20. **DOP**: Dioctylphthalate, the challenge aerosol used to perform on-site leak testing of HEPA filtration equipment.
- 2.21. **DOT**: Federal Department of Transportation.
- 2.22. **DOSH**: Division of Occupational Safety & Health (see also Cal-OSHA)
- 2.23. **Environmental Consultant**: The City's designated consultant to provide reports, surveys, testing, oversight and/or representation on any City project site.
- 2.24. **Equipment Decontamination Enclosure System**: Cleaning process for materials and equipment, typically in a designated space of the work area that includes a washroom, a holding area, and an uncontaminated area.
- 2.25. **Equipment Room**: A contaminated area or room that is part of the decontamination enclosure system, with provisions for storage of contaminated clothing and equipment. The equipment room shall be kept clean from lead-containing debris at all times.
- 2.26. **Filter**: A media component used in respirators to remove solid or liquid particles from the inspired air.
- 2.27. **Fixed Object**: A unit of equipment or furniture in the work area that cannot be removed from the work area.
- 2.28. **HEPA**: High Efficiency Particulate Air filter capable of filtering out airborne particulate 0.3 microns or greater in diameter at 99.97 percent efficiency.
- 2.29. **Lead**: Toxic metallic element of atomic number 82, or any other materials, substances or compounds that may contain lead. Note for metal painted surfaces lead is often found in combination with chromates. For the purposes of this specification, lead also refers to lead-chromate paints.
- 2.30. **Lead Hazardous Waste**: Paint, sludge, debris or cleaning materials (collectively "waste") are to be treated as a hazardous waste if laboratory results indicate a lead (Pb) concentration of 5 milligrams per liter (mg/l) or greater using the EPA approved Toxicity Characteristic Leaching Procedure (TCLP) test. The waste will also be classified as hazardous waste if the Total Threshold Limit Concentration (TTLC) of measured lead is greater than 350 mg/kg or if the Soluble Threshold Limit Concentration (STLC) of measured lead is greater than or equal to 5 mg/l.
- 2.31. **Lockout / Tagout**: The process of isolating electrical equipment to prevent energizing a circuit other than by the person who has initiated the process. All safety measures outlined by related regulations shall be followed.
- 2.32. **Manifest**: The document authorized by both Federal and State authorities for

tracking the movement of hazardous wastes from the point of generation, through transportation, to the final treatment, storage and disposal facility.

- 2.33. **Movable Object**: A unit of equipment or furniture in the work area that can be removed from the work area (e.g., smoke detectors, lights, etc.)
- 2.34. **Negative Pressure Respirator**: A respirator in which the air pressure inside the respiratory inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere, and negative during inhalation in relation to the air pressure of the outside atmosphere.
- 2.35. **Negative Pressure**: Air pressure lower than surrounding areas, generally caused by exhausting air from a sealed space (work area).
- 2.36. **NIOSH**: National Institute for Occupational Safety and Health: Sets test standards, analytical methods, and certifies performance of various respirator designs (research institute within Federal OSHA).
- 2.37. **NIST**: National Institute of Standards and Technology: Administers the NVLAP Program.
- 2.38. **Permissible Exposure Limits (PEL)**: An eight-hour time weighted average concentration of 50 µg/m³.
- 2.39. **Personal Monitoring**: Sampling for lead concentrations within the breathing zone of an employee.
- 2.40. **Powered Air Purifying Respirator (PAPR)**: A full face piece respirator that has the breathing air powered to the wearer after it has been purified through a filter.
- 2.41. **Project Site**: The facility location and specifically the area outside of and surrounding the work area, as defined by City.
- 2.42. **Protection Factor**: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- 2.43. **Remodel**: Replacement or improvement of an existing building or portion thereof where exposure to lead may result. Remodel includes, but is not limited to, installation of materials, demolition, cutting, patching, and removal of building materials.
- 2.44. **Respirator**: A device designed to protect personnel from the inhalation of harmful atmospheres.
- 2.45. **Shower Room**: A room between the clean room and the equipment room in the decontamination enclosure system. This room contains hot and cold or warm running water and soap suitably arranged for complete showering during decontamination. The shower room comprises an airlock between contaminated and clean areas.
- 2.46. **Soluble Threshold Limit Concentration (STLC)**: A material is considered as hazardous waste if laboratory test results indicate Soluble Threshold Limit Concentration of measured lead are greater than or equal to 5 milligrams per liter (mg/l).

- 2.47. **Supervisor**: An individual who typically fulfills the duties of “supervisor” as defined by Title 8 CCR 1532.1. This individual must supply documentation of lead training in accordance with Cal-OSHA requirements or DHS requirements, as applicable. The supervisor must be on-site during all lead-related construction work.
- 2.48. **Toxicity Characteristic Leaching Procedure (TCLP)**: Test developed by U.S. Environmental Protection Agency (USEPA) to simulate landfill conditions and the potential for a waste to leach hazardous materials (40 CFR 261 - Appendix 2).
- 2.49. **Total Threshold Limit Concentration (TTLC)**: A material is considered as hazardous waste if laboratory test results indicate Total Threshold Limit Concentration of measured lead are greater than or equal to 350 milligrams per kilogram (mg/kg).
- 2.50. **Visible Emissions**: Any emission containing particulate material that is visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- 2.51. **Visual Inspection**: A visual inspection by City or City’s representative, including Environmental Consultant, of the work area under adequate lighting to ensure that the work area is free of visible debris and dust.
- 2.52. **Washroom**: A room between the work area and the holding area in the equipment decontamination enclosure system equipped with water for decontamination of equipment and sealed waste containers. The washroom or shower room comprises one airlock.
- 2.53. **Water Filtration**: Refers to water filtration to as small a particulate size as technically feasible, but not more than 5 microns.
- 2.54. **Wet Cleaning**: The process of eliminating lead contamination from building surfaces and objects by using cloths, mops, HEPA vacuuming, or other cleaning utensils dampened with amended water and afterward thoroughly decontaminated or disposed of as lead contaminated waste.
- 2.55. **Work Area**: The area where lead-related construction work is performed and that is defined or isolated to prevent the spread of lead dust or debris and entry by unauthorized personnel. Work area is a regulated area as defined by Title 8 CCR 1532.1.
- 2.56. **Zinc Protoporphyrin (ZPP) Test**: Biological test for lead-exposure that measures the amount of zinc protoporphyrin in blood.

3. **GENERAL REQUIREMENTS**

For each project, Contractor shall adhere to the requirements of this Section.

3.1 Signs and Labels

3.1.1. Provide identification labeling of project site where lead removal is to be performed in accordance with State and Federal EPA requirements. Provide the required signs, labels, warnings, placards, and posted instructions for containers used to transport hazardous material to the landfill, as required by all state and federal laws and regulations.

3.1.2. Location of Caution Signs and Labels: Provide bilingual caution signs at all approaches to work areas in languages used by the Contractor's employees. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area.

3.1.3. Warning Sign Format: For warning signs required in each regulated area or work area, use the vertical format conforming to Title 8 CCR 1532.1:

3.1.3.1 WARNING

3.1.3.2 LEAD WORK AREA

3.1.3.3 POISON

3.1.3.4 NO SMOKING OR EATING

3.1.3.5 Where the work or treatment process is reasonably expected to impact any lead-containing materials:

3.1.3.6 Post a sign 14" by 14" which includes the phrase, "Caution Lead Hazard. Keep Out" in bold lettering at least 2" high.

3.1.3.7 Postings shall be in English and Spanish, and in any language used by any of the Contractor's employees as the primary language of communication.

3.2 Encapsulants

3.2.1 Encapsulants shall be U.L. Listed, in full-scale E-119 fire test.

3.2.2 Average depth of penetration shall meet manufacturer's recommendations.

3.2.3 Dry mil thickness of bridging encapsulating systems (if used) shall be as indicated in the specific treatment instructions included in this specification, and as recommended by the manufacturer.

3.2.4 Performance Requirements: A penetrating encapsulant allows markings to be spray applied and brushable for the purpose of cleaning. Product shall be tested and listed by EPA and possess the following characteristics:

3.2.4.1 Flame resistance/flame spread ~25 (ASTM E162) V6.

3.2.4.2 Fire classification - UL Class A approved in the specific or similar assembly to its intended application.

3.2.4.3 Product shall be tested and rated non-toxic and non-irritating under the Federal Hazardous Substances Control Act and contain no methylene chloride.

3.2.4.4 Material shall be tinted sufficiently to provide a readable contrast to background color to which it is applied.

3.3 Plastic Sheeting

3.3.1 Use fire-retardant (FR) polyethylene (poly) film.

3.3.2 Thickness - 6-mil, minimum, NO EXCEPTIONS.

3.3.3 Flame Resistance/Flame Spread Rate <25.

3.3.4 Conforms to NFPA #701 and tested in accordance with ASTM E-84.

3.4 Tape, Adhesives, Sealants

3.4.1 Tape shall be 2" or wider and be capable of sealing joints of adjacent sheets of polyethylene and shall attach polyethylene sheet to finished or unfinished surfaces or similar materials. Tape shall be capable of adhering under dry and wet conditions, including use of amended water. Taping to critical or sensitive surfaces shall be completed using preservation sealing tape.

3.4.2 Spray adhesive for sealing polyethylene to polyethylene shall contain no methylene chloride or methyl chloroform (1,1,1 - trichloroethane) compounds.

3.4.3 Fire resistant sealants shall be compatible with concrete, metals, wood, etc. Sealant shall prevent fire, smoke, water and toxic fumes from penetrating. Sealant shall have a flame spread, smoke and fuel contribution of zero, and shall be ASTM and UL rated for 3 hours for standard method of fire test for fire stop systems.

3.5 Strip Chart Recorders

3.5.1 Where interior negative pressure work areas are required, each shall have a minimum differential pressure of 0.025 inches water gage at all times. Fluctuations below .025 inches of water column are unacceptable and may require temporary cessation of work until conditions are corrected.

3.5.2 Multiple continuous circular chart recorder(s) shall be used to document the level of pressure difference between the containment space and all other spaces as deemed necessary by the City. Defective or non-operating instrumentation may require temporary cessation of work until instrumentation is repaired or replaced.

3.5.3 The strip chart recorder will be checked a minimum of four times per day by a person familiar with the operation. Each check shall be documented on the circular chart with a time and date notation and the initials of the person performing the check. A copy of the circular chart shall be submitted daily to the City.

3.5.4 The differential pressure system shall be continuously monitored by the Contractor using a recording instrument connected to an appropriate strip chart recorder. The recording instrument shall be connected to an audible alarm that will activate at a pressure differential of -0.025 inches water gauge air pressure.

3.6 Vacuum Equipment

3.6.1 All vacuum equipment used in the work area shall use HEPA filtration systems and be of the wet-dry type. The Contractor shall provide DOP testing by an independent testing agency to document the effectiveness of the vacuum units. The test results shall be signed by the individual performing the testing.

3.7 Local Exhaust System

3.7.1 Where containments are required, sufficient High Efficiency Particulate Absolute (HEPA) ventilation units shall be used to maintain the negative pressure in each work area at 0.025 inches of water column and a minimum of four (4) air changes per hour.

3.7.2 The ventilation system shall remain in operation 24 hours a day until the work area has passed final evaluation testing performed by Environmental Consultant. HEPA filtered air which is exhausted to maintain negative pressure shall be exhausted

from the building at locations approved by the City. Exhausted air shall not be near or adjacent to other building intake vents or louvers or at entrances to buildings. Other HEPA units shall operate within the enclosure to circulate air and reduce airborne lead concentrations.

3.7.3 The Contractor shall provide DOP testing by an independent testing agency to document the effectiveness of the air filtration units. The test results shall be signed by the individual performing the testing. Contractor shall repeat DOP testing if the air filtration units have been repaired or replaced. Contractor shall repeat DOP testing after each period of thirty consecutive days of operation for any air filtration units. Contractor shall provide documentation to the City within 24 hours of DOP testing.

3.8 Reserve Equipment

3.8.1 Contractor shall also have sufficient polyethylene (poly), respirators, protective equipment, tape, tools, and decontamination enclosure systems for each work area.

3.8.2 Contractor shall provide authorized visitors, including but not limited to City representatives, consultants or other contractors, requiring access to the work area with suitable protective clothing, headgear, eye protection, as described in this Scope of Services, whenever the visitor must enter the work area. Contractor shall have available and maintain at all times a minimum of three (3) suits and other suitable protective equipment for this purpose. All protective equipment for visitors shall be new and for the exclusive and one-time use of visitors.

3.8.3 Contractor shall document that each visitor has been trained and fit-tested prior to entering a work area.

3.9 Scaffolding

3.9.1 Scaffolding, as required to do the specified work, shall meet all applicable safety regulations and DOSH standards. A non-skid surface shall be furnished on all scaffold surfaces subject to foot traffic.

3.10 Transportation Equipment

3.10.1 Transportation equipment, as required, shall be lockable and suitable for loading, temporary storage, transit and unloading of contaminated waste without exposure to persons or property. Any vehicle used to transport lead waste shall be properly registered with all applicable regulatory agencies.

3.11 Connections to Water Supply

3.11.1 Contractor shall assure that all connections to the site's water system shall include backflow protection.

3.11.2 Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered.

3.11.3 After use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment.

3.11.4 Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water shall not damage existing finishes or equipment.

3.11.5 Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system in each work area. Provide fittings as required to allow for connection to existing wall hydrants or spouts.

3.12 Other Tools and Equipment

3.12.1 The Contractor shall provide other suitable tools for lead-related construction and disposal activities.

3.12.2 Prohibited Equipment: The following equipment is prohibited from use on this project unless approved in advance and in writing by the City:

3.12.2.1 High or low pressure water blasting equipment for hosing of work areas.

3.12.2.2 Uncontained abrasive blasting methods.

3.12.2.3 Gasoline, propane, diesel or other fuel powered equipment inside the building.

3.12.2.4 Equipment that creates excessive noise or vibration that would affect the safety of the building or generate complaints from neighboring building occupants. No equipment shall exceed an A-weighted sound level of 85 dB as measured at 3 ft. from the radiating source.

3.12.2.5 Flammable solvents with a flash point below 140 degrees F or materials containing ethylene glycol ether, methylene chloride, ethyl chloroform (1,1,1-trichloroethane), or other hazardous substances.

3.12.2.6 Non-fire retardant polyethylene sheeting.

3.12.2.7 Polyurethane spray foam for application in fire-rated assemblies, including but not limited to penetrations into stairwells, mechanical rooms, electrical closets, rated floor-to-floor assemblies, etc.

4. CONTRACTOR MONITORING

4.1. The City shall have the right to perform visual inspections, air sampling and wipe sampling in any and all areas of the project site, including but not limited to the work area, at any time during the course of the project. The City reserves the right to stop work within an area if, in the course of performing monitoring, the City observes instances of substantial non-conformance with the requirements and specifications in this Scope of Services presenting health hazards to any person, including but not limited to City employees, Contractor's workers, the general public or the surrounding areas. Work shall not resume until identified corrective measures have been enforced. Instances of substantial non-conformance shall include, but not be limited to, the following:

4.1.1 Activities or misconduct imperiling worker safety and health.

4.1.2 Airborne lead concentrations outside of the work area exceeding baseline or 1.5 µg/m³, or whichever is greater.

4.2. The Environmental Consultant may perform air and/or wipe sampling inside and outside the work area during all phases of the work. The Contractor shall cooperate fully with the Environmental Consultant and ensure the cooperation of Contractor's workers during collection of air/wipe samples and work area inspections.

4.3. Area monitoring by the City shall not be used by the Contractor to represent compliance with regulatory agency requirements for monitoring of workers exposure to airborne lead, nor shall any other activity on the part of the City be construed to meet the Contractor's compliance with applicable health and safety regulations.

5. PROJECT SCOPE OF WORK

5.1. Specific scope of work will be determined on a per project basis as set forth in a Work Order issued by City.

5.1.1.A Work Order will be created by the City and issued to Contractor and shall act as the authorizing document for Contractor to begin scheduling, allocating resources and necessary coordination per Scope of Services.

5.1.2.The Work Order will identify the scope of work, schedule of performance, cost estimate, Project Manager, site contact and facility location information and special provisions specific to the project.

5.2. Contractor shall respond to City's initial work request by phone or e-mail to City's Project Manager within a minimum of two (2) business days and a maximum of seven (7) calendar days.

5.3. Prior to the Work Order being issued, Contractor shall provide City's project manager with a cost estimate per the rates referenced in Exhibit B, entitled "Compensation".

5.4. Requested cost estimates will require Contractor to conduct a site visit coordinated through the City.

5.5. Submittals Prior to the Start of Work

5.5.1 Prior to the commencement of lead-related construction work on a project, Contractor shall submit the following for review by the City:

5.5.1.1 A lead site safety plan that addresses, at a minimum, Contractor's plan to deal with: site safety and health hazards; evacuation of work area; contaminant release incidents; control of water leakage or discharge within and/or from the work area; medical emergency; earthquake and/or fire emergency procedures; Contractor's internal inspection procedures; protocol for responding to complaints or questions from interested parties; and 24-hour emergency telephone numbers for Contractor's officers with authority to respond to emergencies.

5.5.1.2 A Lead Compliance Plan as required by Title 8 CCR 1532.1. A respiratory protection program shall be on file with the City a minimum of five (5) business days prior to the commencement of abatement activities

5.5.1.3 For Contractor's Supervisor, documentation demonstrating the Supervisor's education and specialized training with successful completion of DHS examination.

5.5.1.4 For Contractor's workers, documentation demonstrating each worker's education and specialized lead training in accordance with Cal-OSHA Title 8 CCR 1532.1 and Title 17 CCR, Division 1 Chapter 8 requirements.

5.5.1.5 Current certificates (less than 11 months old at the time of submission) signed by each worker and trainer from which the worker has received proper training in the handling of materials that contain lead. Include documentation showing that the worker understands the following: health implications and risks involved, the use and limits of the respiratory equipment to be used, and the results of monitoring airborne quantities of lead related to in-use equipment.

5.5.1.6 Proof of respirator fit testing. Fit testing records must be less than eleven (11) months old at the time of submission and must document testing on the type of respiratory protective equipment used for the project. Fit testing records must be signed by the Competent Person.

5.5.1.7 Foreman Training: Documentation that the foreman designated to the project fulfills the qualifications detailed in the Scope of Services and has prior experience acting as foreman on comparable projects/jobs.

5.5.1.8 Medical Examinations: Documentation signed by a physician that each worker used on the project has received an appropriate medical examination as detailed in Title 8 CCR 1532.1. The submitted document must be less than eleven (11) months old at the time of submission.

5.5.1.9 Rental Equipment: If rental equipment is to be used in the work areas or to transport lead waste, the Contractor shall provide written notification regarding intended use of the rental equipment to the rental agency before use, with copies to the City.

5.5.1.10 Certificates of Compliance: Manufacturer's certification that vacuums, ventilation equipment, and other equipment required to contain lead dust conform to ANSI Z9.2. This includes results of onsite DOP testing of all HEPA-filtered ventilation equipment.

5.5.1.11 Documentation that the landfill(s) for disposal are approved for lead, and any other hazardous materials used by the USEPA and state or local regulatory agency(s). Submit Waste Manifests prepared, signed and dated by an agent of the landfill. The manifest must certify the amount of hazardous materials delivered to the landfill. The manifest must be provided to the City within ten (10) business days after delivery.

5.5.1.12 Satisfactory proof that written notification has been provided to Cal-OSHA, and adjacent property occupants, regarding specifications, details and intent of the project, as required by applicable regulations.

5.5.1.13 Licenses: Submit copies of state and local licenses and permits necessary to carry out the work listed in the Scope of Services.

5.5.1.14 Notification of Other Contractors: If other contractors are working at the job site, before beginning any work, the Contractor must inform all other contractors in writing regarding the location, nature, and requirements of the work areas.

5.5.1.15 Material Safety Data Sheets (MSDS)/Specification Sheets: The Contractor

shall submit Material Safety Data/Specification sheets for all chemicals, encapsulants, etc. to be used for the project.

5.5.1.16 Payment Bond: If the project's cost estimate is over Twenty-Five Thousand Dollars (\$25,000), Contractor shall submit a Payment Bond in compliance with Section 12 of this Agreement.

5.6 Notice to Proceed: Work will begin upon approval of Contractor's cost estimate and issuance of the Work Order and Notice to Proceed by City's project manager. For a project with a cost estimate over Twenty-Five Thousand Dollars (\$25,000), a Notice to Proceed shall not be issued and work may not commence until the Contractor's Payment Bond has been approved as to form by the City Attorney.

5.7 Submittals at the Completion of the Project

5.7.1 Upon completion of on-site work on a project, Contractor shall provide a detailed project summary to City. The project summary shall be submitted to and approved by the City prior to acceptance of Contractor's final invoice and shall include the following:

5.7.1.1 Copies of the security and safety logs showing names of persons entering the work area. The logs shall include date and time of each entry and exit, and a supervisor's record of any accident including a detailed description of the accident.

5.7.1.2 A detailed description of emergency evacuations and any other safety or health incident.

5.7.1.3 Waste Manifests including Land Disposal Restrictions Notice and Certification.

5.7.1.4 Personnel air sample results.

5.7.1.5 Pressure differential strip chart readings for each differential recording device on the site.

5.7.1.6 Project Summary, which shall include:

5.7.1.6.1 Contractor's name and address, certification number (CSLB) and Tax ID number.

5.7.1.6.2 Hazardous waste hauler certifications for any company who transported waste from project site as required by EPA.

5.7.1.6.3 Name, address and California Department of Toxic Substances Controls (DTSC) registration number of each hazardous waste hauler.

5.7.1.6.4 Name and address of the laboratory performing analyses of waste characterization testing and the results of the testing.

5.7.1.6.5 Work Order number and name of project.

5.7.1.6.6 Specific inventory, including locations and approximate quantities, of the lead-containing materials removed and/or handled.

5.7.1.6.7 Number of Contractor's employees/workers working on the project.

5.7.1.6.8 Dates of commencement and completion of on-site work.

5.7.1.6.9 Work method employed (i.e., poly drop sheets and barrier tape, mini-containment, full containment with negative air and decontamination enclosure system, etc.)

5.7.1.6.10 Name, location, telephone number and EPA registration of waste disposal site(s) used.

5.7.1.6.11 DOP testing results.

5.8 Review of Submittals

The City's review of required documents and information listed in Scope of Services (i.e., permits, licenses, notices, materials and methods, equipment, documentation, logs, testing or temporary construction required to execute the work) is intended only to determine general conformance with the requirements listed in Scope of Services. The City's acceptance and review do not reflect a determination on whether the submittals conform to all applicable laws, codes and regulations. Contractor is responsible for ensuring such conformance.

6. EXECUTION

6.1 Initial Area Isolation

6.1.1 The City reserves the right to inspect and approve all work area setups before any lead-related construction work is undertaken.

6.1.1.1 If a work area is breached (i.e., failure of polyethylene seals, visible dust emission, airborne lead level above background, etc.), the Contractor shall take immediate action to control the breach and clean the area to the satisfaction of the City.

6.1.1.2 If sample results indicate that conditions have exceeded the baseline, as determined by the City, all work shall cease. Work shall not recommence until the condition(s) causing the increase have been corrected to the satisfaction of City.

6.1.1.3 Prior to commencement of lead-related construction work, Contractor shall determine the necessity to shut down and/or disconnect any electrical power, gas, sewage, water, phone lines, fire life safety lines and sprinkler systems to the work area. These shutdowns will be coordinated through the City.

6.1.1.4 Contractor shall provide all connections for temporary utilities in the work area needed throughout the abatement of lead-containing materials. Temporary electrical power shall be established in accordance with the requirements of OSHA and the National Electrical Code for Wet Environments.

6.1.1.5 Contractor shall conform to the City's Lockout/Tagout requirements as defined in section 2.31, and secure the work area at all times. Area entrances and exits shall be secured by the Contractor throughout the abatement phase. Unauthorized visitors are strictly prohibited. Only the Contractor, City or City's designated representatives are permitted at the project site. Contractor shall ensure that all doors, gates, windows, and potential entrances to the work areas and the designated waste location areas are secured and locked at the end of

each workday.

6.1.1.6 Contractor shall store all materials, equipment, and supplies for the project inside the buildings or in areas designated by the City.

6.1.1.7 As required by the City, Contractor shall establish designated limits for the lead-related construction work area with continuous barriers. Contractor shall use barrier tape (3-inch) with a pre-printed lead warning throughout exterior work areas. Contractor shall provide signs around the perimeter of all the interior/exterior works areas according to Section 3.1 in Scope of Services.

6.1.1.8 Contractor shall provide temporary sanitary services of adequate capacity to handle the maximum estimated crew size plus an additional twenty percent. Contractor shall maintain the temporary facilities throughout the duration of the project.

6.1.1.9 The Contractor shall be responsible for identifying all HVAC components that lead into or out of the work areas. All HVAC components shall be disconnected and sealed airtight for the duration of the work. All openings shall be sealed with two (2) layers of 6 mil polyethylene secured with duct tape.

6.2 Containment Set-up Procedures

6.2.1 Containments shall be constructed in accordance with the procedures specified in Title 17, California Code of Regulations ("CCR"), Division 1, Chapter 8, which references Chapters 11 and 12 of "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", U.S. Department of Housing and Urban Development, Development, June 1995.

6.2.2 Containment is not required for exterior lead-related construction work. However, all work shall be conducted within a lead regulated area demarcated with barrier tape and appropriate signage. Contractor shall seal operable windows and air intakes within 50 feet of the work area with two layers of 6-mil polyethylene sealed with tape.

6.2.3 All other interior and exterior lead-related construction work shall be conducted with 6-mil poly drop sheets sufficient in size to prevent dissemination of paint beyond the drop sheet or a minimum of 10 feet in all directions. A lead regulated area shall be constructed with barrier tape and appropriate lead signage in accordance with Title 8 CCR 1532.1 to limit access to the work areas. Exterior lead-related construction work (uncontained) shall be suspended for the work day if wind speeds exceed 15 miles per hour.

6.2.4 A two-chamber decontamination unit may be used during the lead-related construction work conducted in critical barrier containments and in work areas where no containment barriers are used. The unit shall be located immediately outside the work area and shall contain a washroom.

6.2.5 All water from the decontamination units shall be filtered to the technically feasible limit but not more than five (5) microns before disposal. In addition, the Contractor shall comply with all current local, state and federal codes, laws and regulations relating to waste water release.

6.2.6 Contractor shall construct an equipment decontamination enclosure system consisting of a washroom, holding area and clean room separated by airlocks.

6.2.7 Approved fire extinguishers (Class ABC, multi-purpose, dry chemical type, rated: 4A; 60BC) shall be readily available to workers (maximum travel distance of 50 feet) inside and adjacent to work area(s). Personnel and emergency exits shall be clearly indicated on the inside of the work area as referenced in the lead site safety plan.

7 PERSONNEL PROTECTION

7.1 Informed Workers:

7.1.1 All workers shall be informed of the hazards of lead and any other hazardous materials exposure. Workers shall also be instructed in the use and fitting of respirator masks and protective clothing, decontamination procedures, and all other aspects associated with the work.

7.2 Personal Hygiene Practices:

7.2.1 The Contractor shall follow and enforce with its workers good personal hygiene practices during the lead-related construction work. These practices will include but not be limited to the following: no eating, drinking, smoking or applying cosmetics in the work area. The Contractor shall provide a clean space, separated from the work area, for these activities.

7.2.2 The Contractor shall be responsible for its workers' compliance with the following requirements. Workers shall remove street clothes in the clean room and put on a respirator and clean protective clothing before entering the work area. Upon exiting the work area, workers shall remove gross contamination from clothing before leaving the work area; proceed to the change room and remove clothing except respirators; clean the outside of the respirator with soap and water; remove respirator and thoroughly wash themselves. Following showering, workers shall proceed directly to the clean room and dress in street clothes. Workers shall not wear disposable protective clothing outside the decontamination enclosure system.

7.2.3 If data gathered by the City in project site adjacent to the work areas shows exposure to airborne lead or lead dust exceeding baseline levels, that area will become a part of the previously defined work area and Contractor must adhere to all applicable regulations for the expanded work area.

7.3 Respirators:

7.3.1 Contractor shall establish a respiratory protection program as outlined by the American National Standards Institute (ANSI) and required by Cal-OSHA. Contractor shall select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH). Respirators selected must be approved by the Competent Person and Contractor shall submit the respirator plan per Section 5.4.1.1.3.

7.3.2 Contractor shall provide workers with approved and personally-issued

respirators with replaceable filters. Contractor shall provide a sufficient quantity of filters approved by NIOSH for use in lead environments so that workers can change filters as required by the manufacturer.

7.3.3 At a minimum, Contractor shall provide each employee with the following respiratory protection for each work phase identified:

7.3.3.1 Pre-cleaning, containment set-up, and containment removal work: NIOSH-approved, half-face respirators with HEPA cartridges.

7.3.3.2 Interior and exterior lead-related construction work such as manual demolition of painted building components or use of manual paint removal methods: NIOSH-approved, half-face respirators with HEPA cartridges and organic vapor cartridges (as necessary).

7.3.3.3 Cleaning of expendable abrasive blast materials and containment cleaning following abrasive blasting: Full-face or PAPR respirators with HEPA cartridges.

7.3.3.4 Abrasive blasting: Atmosphere Supplying Respirator (ASR) Type CE hood or helmet operated in positive-pressure demand mode.

7.3.3.5 At all times, respiratory protection selected shall, at a minimum, meet the requirements of Table 1 below:

TABLE 1 – Respiratory Protection

Airborne Concentration of Lead	Respirator required.
Not in excess of 500 µg/m ³	Half-mask air purifying respirator equipped with high efficiency filters
Not in excess of 1,250 µg/m ³	Loose fitting hood or helmet powered air purifying respirator equipped with high efficiency filters Hood or helmet supplied air respirator operated in a continuous-flow mode
Not in excess of 2,500 µg/m ³	Full face piece air purifying respirator equipped with high efficiency filters Tight fitting powered air purifying respirator equipped with high efficiency filters Full face piece supplied air respirator operated in demand mode Half-mask or full face piece SCBA operated in demand mode
Not in excess of 50,000 µg/m ³	Half-mask supplied air respirator operated in pressure demand or other positive-pressure mode
Not in excess of 100,000 µg/m ³	Full face piece supplied air respirator operated in pressure demand or other positive-pressure mode

Airborne Concentration of Lead	Respirator required.
Greater than 100,000 µg/m ³ or unknown concentration	Full face piece SCBA operated in pressure demand or other positive-pressure mode

7.3.4 When Type C Respirators are required, the respirators shall meet the following requirements:

7.3.4.1 The air supply system shall provide Grade D breathing air that conforms to OSHA requirements and ANSI Commodity Specification for Air.

7.3.4.2 Compressed Air System for Type C Respirators shall be high pressure, with a compressor capable of satisfying the respirator manufacturer's recommendations. The compressed air system shall have compressor failure alarm, high temperature alarm, and a carbon monoxide alarm. It also shall have suitable in-line air purifying absorbent beds and filters to assure Grade D breathing air.

7.3.4.3 Use of Belt: Type C respirators shall be worn with a belt to minimize possibility of dislodging face mask when hose is snagged in the work area.

7.4 Protective Clothing:

7.4.1 Contractor shall provide personnel who are exposed to lead dust with fire retardant disposable protective whole body clothing, head coverings, gloves, and foot coverings. Gloves provided must be appropriate to protect workers' hands from exposure to hazardous materials. Sleeves must be secure at the wrists and foot coverings secure at the ankles with tape. Contractor shall ensure that all personnel entering and leaving the work area follow this procedure. Suits shall be of adequate size to accommodate the largest employee. Foot covers may be part of the coveralls. Non-disposable footwear shall be left in the work area until it is decontaminated or disposed of at the completion of the job.

7.4.2 Protective clothing will be worn inside the work area after pre-work inspection and shall remain in use until the area passes final clearance inspection by the Environmental Consultant.

7.4.3 Eye Protection: Contractor shall provide safety glasses or goggles to personnel removing or handling lead-containing materials and waste.

7.4.4 Shower Requirements: Contractor shall ensure that all workers and visitors use protective equipment and use the shower or washroom following each entry into the work area after the start of the lead-related construction work.

7.5 Emergency Precautions and Procedures:

7.5.1 Contractor shall establish emergency and fire exits from the work area and display necessary signage at exits and paths to exits with representative visual aids. A diagram of all emergency and fire exits shall be posted in a conspicuous area near the entrance to each work area.

7.5.2 At all times, Contractor shall have on-site personnel trained and certified in first aid and CPR who are prepared to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated without delay for decontamination. When an injury occurs, the Contractor shall implement fiber reduction techniques until the injured person has been removed from the work area.

7.5.3 In the event of a loss of negative pressure to the work area, work shall stop immediately and entrances to the work area sealed tight. The Contractor shall also institute dust reduction controls until negative pressure is re-established to acceptable levels.

8 LEAD REMOVAL

8.1 Contractor shall collect samples representative of an eight (8) hour shift including at least one sample for each employee in each work area. Samples must be representative of the monitored employee's regular, daily exposure to lead.

8.2 All painted surfaces are assumed to contain detectable concentrations of lead. Contractor shall remove all damaged (loose and peeling) paint from interior and exterior materials scheduled for demolition.

8.3 Until an exposure assessment has been performed, Contractor shall treat all workers as if they were exposed to lead above the Permissible Exposure Level (PEL) and shall provide the following:

8.3.1 Appropriate respiratory protection for each worker.

8.3.2 Appropriate personal protective clothing and equipment being used.

8.3.3 Change areas and hand-washing facilities operational.

8.3.4 Biological monitoring for each worker consisting of sampling and analysis for lead and zinc protoporphyrin levels.

8.4 The Contractor shall continuously apply water during lead-related construction work. The water shall be applied with a low-pressure fine spray to minimize airborne dust levels. All lead debris shall be immediately bagged following removal.

8.5 The Contractor shall transport lead waste bags to the waste debris box at designated hours approved by the City.

8.6 The Contractor is responsible for proper statistical waste stream categorization, manifesting and disposal of lead-containing waste as required by USEPA and applicable state and local regulations.

8.6.1 The City, at its option may collect duplicate waste stream samples to verify the statistical methods used by the Contractor.

8.6.1.1 In the event of conflict, the City's results shall prevail. The Contractor at no additional expense to the City will appropriately dispose of the waste.

8.6.1.2 Contractor shall collect all waste stream samples in the presence of the Environmental Consultant and shall supply the Environmental Consultant with a copy of the chain-of-custody documentation within one (1) day of the laboratory's

receipt of the samples.

8.7 Lead-containing debris and contaminated water shall be cleaned from the work area at the end of each work shift. Contractor shall clean the work area using wet methods and HEPA vacuuming equipment.

8.8 Contractor's workers must have proper training which includes: the content of the Lead in Construction Standard, Title 8 CCR 1532.1; the specific nature of the operations which could result in exposure to lead above the action level; the purpose, proper selection, fitting, use and limitations of respirators; the purpose of the medical surveillance program; purpose of engineering controls; content of compliance plans; and the worker's right of access to records.

8.9 Regulated Area Monitoring:

8.9.1 Prior to each work shift and continuously throughout the project, each decontamination enclosure system shall be inspected and repaired as needed.

8.9.2 Contractor shall be responsible for conducting area monitoring.

8.9.3 Ambient airborne lead levels outside the work area shall not exceed 1.5 $\mu\text{g}/\text{m}^3$. If the airborne lead concentration outside the work area exceeds 1.5 $\mu\text{g}/\text{m}^3$, then the work must stop and Contractor shall review and modify its operations to reduce the airborne lead concentration to within the acceptable limits.

8.9.4 City reserves the right to conduct area monitoring as well for the purpose of detecting possible release of dusts emanating from the work areas.

8.9.5 All lead air sampling by Contractor shall comply with NIOSH 7082 method or NIOSH 7300 method.

8.9.6 The Contractor shall be responsible for all personal air sampling. During the performance of any work in the contaminated work area, sufficient personnel breathing zone samples shall be taken to constitute representative sampling. These samples shall be taken each shift and for each distinct crew operation, and shall be used to verify adequacy of dust control and respiratory protection. Personal breathing zone air sampling shall be in accordance with the Cal-OSHA Lead in Construction Standard.

8.10 Clearance Inspections: City shall have the right to conduct clearance inspections, including visual inspections, area monitoring and wipe sampling, to confirm completion of a Work Order.

8.10.1 Contractor, through its Supervisor or Foreman, shall notify the City in writing 24 hours in advance of the day and time when the work area will be ready for each clearance inspection.

8.10.2 Contractor shall notify the City when the decontamination process in each work area is complete so that City may conduct a visual inspection.

8.10.3 Before final air monitoring inspection, City will conduct a visual inspection and notify Contractor if it needs to remove any noticeable evidence of debris that will require additional clean up by the Contractor.

8.10.4 Once the initial visual inspection is passed, the Contractor shall remove all but the containment critical barriers.

8.10.5 If the City determines that the work area is sufficiently clean, the City will proceed with having the Environmental Consultant perform the final air monitoring inspection. If the City and/or Environmental Consultant determines that certain areas require additional cleaning, the Contractor shall re-clean the work area and request a second air monitoring inspection of the re-cleaned area. All costs incurred by the City for inspections required after the second inspection will be charged to the Contractor and deducted from the Contractor's final payment by City.

8.10.6 Lead Clearance Testing: City may conduct clearance dust wipe sampling to confirm that all lead-containing materials have been abated.

8.10.6.1 Lead Clearance Criteria:

8.10.6.1.1 Following lead-related construction work the City may conduct dust wipe sampling. The dust wipe clearance criteria is 40 µg/ft² for floors, 250 µg/ft² for window sills, and 800 µg/ft² for window troughs, rough floors and exterior surfaces.

8.10.6.1.2 If the dust wipe samples do not pass the required clearance criteria, the work area shall be re-cleaned by Contractor and new samples shall be collected by the City. The Contractor shall be responsible for all costs associated with re-sampling and re-analyses. This amount will be deducted by the City from the Contractor's final payment.

8.10.6.1.3 If all of the dust wipe samples meet the applicable clearance criteria, City shall notify the Contractor in writing. Upon notification, Contractor shall then remove all the remaining barriers in the work area.

9 **LEAD DISPOSAL**

9.1 It is the responsibility of the Contractor to determine current waste handling, labeling, transportation and disposal laws, codes and regulations for the work site and for each waste disposal landfill. The Contractor must comply fully with this Scope of Services and local, state, and federal laws, codes and regulations, and provide documentation to City of such compliance.

9.2 Contractor shall ensure that polyethylene bags are sealed air-tight. All bags shall be wet cleaned prior to removing them from the work area.

9.3 Contractor shall ensure all disposal containers are properly labeled according to 8 CCR 1532.1, 5194 (HAZCOM), 49 CFR 171-179 (USDOT), Title 22 CCR, applicable federal, state and local laws, codes and regulations and this Scope of Services.

9.4 Contractor shall perform appropriate Total Threshold Limit Concentration (TTLC), Soluble Threshold Limit Concentration (STLC) and Toxicity Characteristic Leaching Procedure (TCLP) testing for paint waste disposal as required by this Scope of Services, by federal, state and local regulations, and the selected landfill(s). All testing shall be done in the presence of the City's Environmental Consultant. Chain-of-custody forms shall be provided to the City and the Environmental Consultant within one (1) day following sample delivery to the laboratory.

9.5 Contractor shall filter all wastewater to the technically feasible limit, but not more than five (5) microns before disposal. Contractor shall test as required by the EPA to

confirm lead concentration and other water quality parameters prior to discharge or off-site transportation. Contractor shall comply with all current local, state and federal codes, laws and regulations, and as they may be amended, relating to waste water release.

9.6 Lead waste that is properly labeled and double-bagged, may be temporarily stored in areas approved by the City. Contractor must make these areas secure before storing the waste, and City shall have the right to review and approve the security measures. Waste is not to remain in temporary storage areas longer than four (4) days before final load-out of materials.

9.7 All lead waste shall be double-wrapped prior to transport from the site.

9.8 All vehicles used to transport hazardous waste must be registered with the Department of Toxic Substances Control and display the proper registration and expiration stickers.

9.9 Trucks must have an enclosed cargo area with a storage compartment that is fully lined with a minimum of one (1) layer of 6-mil polyethylene on the walls and two (2) layers on the floor.

9.10 Contractor shall not throw bags into the truck in a way that may cause the bags to burst open.

9.11 Contractor shall provide a minimum of one (1) day advance notification to the City when City's signatures are required on Waste Manifest(s) describing what is being disposed of. The Contractor shall ensure that each Waste Manifest is correctly completed. The Contractor shall distribute the Waste Manifest copies appropriately and shall also instruct the City in writing that they must send a copy to the Department of Toxic Substances Control.

9.12 If a debris box is used, the Contractor shall make all necessary arrangements for such use with the City, including obtaining all appropriate permits.

9.13 Contractor is responsible for all coordination with the waste disposal site and with the waste hauling company.

9.14 Debris box for hazardous waste shall be fully lined with a double layer of polyethylene sheeting and must be locked at all times when unattended.

9.15 Debris box shall be constructed with minimum 20-gauge steel with no windows or openings other than the door. The door of the container shall have a secure cover on the locking device with access to the lock only at the key-hole. Once the debris box is filled and the manifest is signed, Contractor must transport the debris box off the project site.

9.16 Disposal shall be in a landfill that meets EPA requirements. Contractor shall not throw bags into landfills in a way that may cause the bags to burst open.

10 REFERENCES

10.1 Contractor is responsible for compliance with all applicable laws, codes and regulations, as they may be revised, and relevant publications and standards. These include but are not limited to those set forth below, which form a part of this Scope of Services by reference. If there is a conflict between any of the listed laws, codes, regulations or standards, then the most stringent or restrictive shall apply.

10.2 American National Standards Institute (ANSI) and American Society for Testing and Materials (ASTM):

- 10.2.1** ANSI Z9.2, 1979 (R 1991), Fundamentals Governing the Design and Operation of Local Exhaust Systems
- 10.2.2** ANSI Z87.1, 2003, Occupational and Educational Eye and Face Protection
- 10.2.3** ANSI Z88.2 1992, Respiratory Protection
- 10.2.4** ANSI Z89.1, 1986, Requirements for Protective Headgear for Industrial Workers
- 10.2.5** ANSI Z41, 1999, Personal Protection – Protective Footwear
- 10.2.6** ANSI Z88.6, 1984, Respiratory Protection – Respiratory Use Physical Qualifications for Personnel
- 10.2.7** ASTM C 732, 1982 (R 1987) Aging Effects of Artificial Weathering on Latex Sealants
- 10.2.8** ASTM D 522, 1993 (Rev. A) Mandrel Bend Test of Attached Organic Coatings
- 10.2.9** ANSI Z9.2, 1979 (R 1991), Fundamentals Governing the Design and Operation of Local Exhaust Systems
- 10.2.10** ASTM D 1331, Solutions of Surface-Active Agents
- 10.2.11** ASTM D 2794, 1993 Resistance of Coatings to the Effects of Rapid Deformation (Impact)
- 10.2.12** ASTM E 84, 1991 (Rev. A) Surface Burning Characteristics of Building Materials
- 10.2.13** ASTM E 96, 1994 Water Vapor Transmission of Materials
- 10.2.14** ASTM E 119, 1988 Fire Tests of Building Construction and Materials
- 10.2.15** ASTM E 736, 1992 Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members

10.3 California Code of Regulations (CCR):

- 10.3.1** CCR Title 8, Chapter 4, Subchapter 5, Electrical Safety Orders (ESO)
- 10.3.2** CCR Title 8, Section 1532.1, Lead in the Construction Industry
- 10.3.3** CCR Title 8, Section 1531, Construction Respiratory Protective Equipment
- 10.3.4** CCR Title 8, Section 3203, Injury and Illness Prevention Program
- 10.3.5** CCR Title 8, Section 3204, Access to Employee Exposure and Medical

Records

- 10.3.6 CCR Title 8, Section 3220, Emergency Action Plan
 - 10.3.7 CCR Title 8, Section 3221, Fire Prevention Plan
 - 10.3.8 CCR Title 8, Section 5144, Respiratory Protection Equipment Standard
 - 10.3.9 CCR, Title 8, Section 5194, Hazard Communication Standard
 - 10.3.10 CCR Title 8, Section 6003, Accident Prevention Signs
 - 10.3.11 CCR Title 22, Division 4.5, commencing with Chapter 10
 - 10.3.12 CCR Title 22, Division 4.5, Chapter 12, Standards Applicable to Generators of Hazardous Waste
- 10.4 California Health and Safety Code (CHSC):
- 10.4.1 CHSC Division 20, commencing with Section 24200
- 10.5 California Labor Code (CLC):
- 10.5.1 CLC Division 5, Part 1, commencing with Section 6300
- 10.6 California Propositions (CP):
- 10.6.1 CP 65, Safe Drinking Water and Toxic Enforcement Act of 1986
- 10.7 California Business and Professional Code (CBPC)
- 10.7.1 CBPC, Sections 7058.5 and 7058.7, "Certification".
- 10.8 Code of Federal Regulations (CFR):
- 10.8.1 29 CFR 1910.134, Respiratory Protection
 - 10.8.2 29 CFR 1910.141, Sanitation
 - 10.8.3 29 CFR 1910.145, Accident Prevention Signs and Tags
 - 10.8.4 29 CFR 1926.21, Safety Training and Education
 - 10.8.5 29 CFR 1926.55, Gases, Vapors, Fumes, Dusts, and Mists
 - 10.8.6 29 CFR 1926.65, Hazardous Waste Operations and Emergency Response
 - 10.8.7 29 CFR 1926.59, Hazard Communication
 - 10.8.8 29 CFR 1910.1000, Air Contaminants
 - 10.8.9 29 CFR 1926.62, Lead
 - 10.8.10 40 CFR 260, Hazardous Waste Management Systems: General
 - 10.8.11 40 CFR 745, Lead; Requirements for Lead-Based Paint Activities
- 10.9 U.S. Department of Housing and Urban Development (HUD):
- 10.9.1 Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing
- 10.11 Underwriters Laboratories, Inc. (UL):
- 10.11.1 UL 586-96, 1996 Test Performance of High-Efficiency Particulate Air Filter Units

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SECTION A-2

1 Scope of Services – Asbestos Removal Overview

The Scope of Services to be provided under this Section A-2 addresses the abatement of asbestos containing materials (ACM).

1.1 The work covered by this Scope of Services includes the handling, storage, removal, and proper disposal of asbestos-containing materials. All asbestos-containing materials shall be removed and disposed of according to all federal, state and local regulations. The Contractor shall determine if additional hazardous materials will be impacted by the scope of the abatement work and notify the City's Project Manager.

1.2 Contractor shall furnish all labor, materials, facilities, equipment, services, employee training, medical monitoring, permits and agreements necessary to perform the work required for asbestos-related abatement in accordance with the specifications in this Scope of Services.

1.3 Contractor shall comply with all federal, state, and local codes, laws and regulations pertaining to asbestos-related construction; handling, storage, removal, transportation and disposal of asbestos-containing materials; worker and employee health and safety; Contractor certifications, licenses, permits, and training. Such regulations include, but are not limited to, Cal-OSHA Worker Protection requirements and regulations of California Environmental Protection Agency (Cal/EPA) and California Department of Health Services (DHS).

1.4 For all services performed, Contractor shall conduct monitoring of employees and provide protective equipment in accordance with the requirements of California Occupational Safety and Health Administration (Cal-OSHA), any other applicable regulations, and as required by this Scope of Services. Where there is a conflict, the most stringent requirement shall apply.

1.5 Contractor shall perform all work specified herein with competent persons trained, knowledgeable and qualified in techniques relating to asbestos abatement, including handling, removal, storage, transportation and disposal, and the subsequent cleaning of contaminated areas. Contractor's workers shall have received Cal-OSHA accredited training and be certified for asbestos abatement work.

1.6 The Contractor is responsible for repair, to the satisfaction of the City, of surfaces not scheduled for demolition that become damaged as a result of Contractor's work. All such repair shall be completed at no additional cost to the City.

1.7 Contractor's work on the premises shall be confined to areas designated by City. Contractor shall store materials and equipment within areas designated by City. Should additional storage space be required, the Contractor shall request permission for additional space and shall adequately safeguard occupants of the premises from health and safety hazards associated with this material and equipment.

1.8 During asbestos abatement activities, the Contractor shall protect against contamination of soil, water, plant life, and adjacent building areas, and shall ensure that there is no airborne release of dusts. The City may collect air and/or wipe samples in the

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building and in adjacent areas to evaluate the Contractor's performance. Evidence of settled dust or airborne levels of contaminants above baseline will require the implementation of additional controls by Contractor at Contractor's sole expense and at no increase to the contract price payable by City.

1.9 It is the Contractor's responsibility to confirm the scope of asbestos-containing materials identified in City's Asbestos Survey Report related to the project site prior to commencement of the project. The Contractor shall conduct a site visit to determine exact locations of asbestos-containing materials that will be impacted.

1.10 If additional suspected asbestos-containing materials are discovered during the site visit or course of the work, Contractor shall immediately notify City and/or City's designated representative.

1.11 Materials are conveyed to the Contractor "as is," without any warranty, expressed or implied, including but not limited to, any warranty of marketability or fitness for a particular purpose or any purpose.

1.12 The City or Environmental Consultant shall approve the non-ACM hazardous waste disposal site(s) prior to disposal for materials that may be disposed of in that manner.

1.13 Non-textured drywall and associated joint compound that contain less than 1.0 percent (<1.0%) asbestos by point count method may be disposed of as construction debris. However, the drywall removal work is considered Class II Asbestos work as defined by Title 8 CCR 1529. The Contractor who performs the drywall removal will be required to possess an asbestos handling license issued by the California State Contractor's Licensing Board (CSLB) and a current valid Certificate of Registration for Asbestos-Related Work issued by the California Department of Industrial Relations-Division of Occupational Safety and Health (Cal-OSHA). Contractor's workers performing the demolition shall be trained in accordance with Title 8 CCR 1529. Additionally, demolition work impacting asbestos containing materials shall include but not be limited to: regulated areas, prompt cleanup of debris, wet removal methods, storage of the waste in leak tight containers, proper labeling of the waste at the work site, and perimeter monitoring below 0.01 f/cc and properly trained workers.

2 DEFINITIONS

2.1 ABATEMENT: Process of controlling fiber release from ACMs including encapsulation, enclosure, controlled renovation procedures, removal, clean-up and disposal.

2.2 ACM: Asbestos-containing material.

2.3 AGGRESSIVE SAMPLING: Air sampling either during or following the agitation of the air.

2.4 AHERA: Asbestos Hazard Emergency Response Act (40 CFR Part 763).

2.5 AIRLOCK: A system for permitting ingress and egress with minimum air movement between a contaminated area and uncontaminated areas. Typically consists of two curtained or gasketed doorways separated by a distance of at least six feet such that one passes through one doorway into the airlock, allowing the doorway to close off the opening. This airlock must be maintained in uncontaminated condition at all

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times.

- 2.6 **AMBIENT AIR QUALITY**: The quality of air (in terms of airborne fiber content) that is present in a given space.
- 2.7 **AREA MONITORING**: Sampling of airborne asbestos fiber concentrations within the work area and outside the work area. Sampling shall represent airborne concentrations that may reach the breathing zone.
- 2.8 **ASBESTOS FIBERS**: Refers to asbestos fibers having an aspect ratio of 3:1, and those fibers longer than five (5) microns.
- 2.9 **ASBESTOS PERMISSIBLE EXPOSURE LIMITS (PEL)**: A level of airborne fibers specified by OSHA as an occupational exposure standard for asbestos. This level represents the 8-hour time-weighted average of 0.1 fibers per cubic centimeter of air as measured by Phase Contrast Microscopy (PCM) analytical method.
- 2.10 **ASBESTOS CONTAINING MATERIAL (ACM)**: Those manufactured products and construction materials including structural and mechanical building materials, as well as packing and gaskets that contain more than one percent (1.0%) asbestos by weight.
- 2.11 **ASBESTOS**: Includes asbestiform varieties of serpentines (chrysotile), riebeckite (crocidolite), cummingtonite-gunerite (amosite), anthophyllite, tremolite, and actinolite. For the purposes of determining worker respiratory protection, both the asbestiform and non-asbestiform of the above minerals, and any chemically treated or altered materials shall be considered as asbestos.
- 2.12 **AUTHORIZED VISITOR**: Designated employees or consultants for the City and representatives of any federal, state or local regulatory or other agency having jurisdiction over the project.
- 2.13 **BASELINE**: Refers to the background levels of asbestos monitored before abatement commenced.
- 2.14 **BREATHING ZONE**: A hemisphere forward of the shoulders and head with a radius of approximately six to nine inches.
- 2.15 **BREACH**: A rift or gap in the critical or secondary barriers that allow egress of air from the containment to outside, or vice versa.
- 2.16 **BRIDGING ENCAPSULANT**: An encapsulant that forms a discrete layer on the surface of an in-situ asbestos matrix.
- 2.17 **CAL-OSHA**: State of California, Occupational Safety & Health Administration.
- 2.18 **CHAIN OF CUSTODY**: A legal concept involving documentation of the physical possession of a sample(s) chronologically from the moment it is collected to when it is transported, analyzed, and ultimately stored in an archive. Documentation includes the conditions under which the sample(s) is gathered, the identity of all sample(s) handlers, duration of sample(s) custody, security conditions under while handling or storing the sample(s), and the manner in which the sample(s) is transferred to subsequent custodians each time such a transfer occurs.
- 2.19 **CHANGE ROOMS**: Refers to the two chambers in the decontamination area used

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to change into and out of protective clothing.

- 2.20 CERTIFIED INDUSTRIAL HYGIENIST (CIH):** A person certified by the American Board of Industrial Hygiene.
- 2.21 CLEAN ROOM:** An uncontaminated area or room that is part of the Decontamination Area, with provisions for storage of workers' street clothes and protective equipment.
- 2.22 CLEARANCE LEVEL:** Clearance level for samples analyzed by PCM will be less than 0.01 fibers per cubic centimeter of air and for TEM will be less than 70 structures per square millimeter (<70 s/mm²). Samples may be collected by aggressive or non-aggressive sampling methods and the minimum air volume shall be 1,200 liters.
- 2.23 COMPETENT PERSON:** Contractor's staff member who is trained and capable of identifying existing and predictable hazards and who has the authority to take prompt corrective measures to eliminate them.
- 2.24 CRITICAL BARRIER:** A unit of temporary construction that provides the only separation between asbestos work area and an adjacent potentially occupied space. Critical barriers include the decontamination unit, perimeter walls, ceilings, penetrations and any temporary critical barriers between the work area and the uncontaminated environment.
- 2.25 CSLB:** Contractors State Licensing Board
- 2.26 DECONTAMINATION AREA OR UNIT:** Area which is constructed to provide the means for workers to store clothing, equipment and other articles, and to properly remove contamination upon concluding work activities that result in exposure to these hazardous materials.
- 2.27 DECONTAMINATION ENCLOSURE SYSTEM:** A system of airlocks used to decontaminate personnel, waste bags, equipment, etc. when exiting the work area. A decontamination enclosure system shall be set up for each work area.
- 2.28 DEMOLITION:** The wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations, or the intentional burning of any facility.
- 2.29 DOP:** Dioctylphthalate, the challenge aerosol used to perform on-site leak testing of HEPA filtration equipment.
- 2.30 DOT:** Federal Department of Transportation.
- 2.31 DOSH:** Division of Occupational Safety & Health (see also Cal-OSHA)
- 2.32 ENCAPSULANT:** A liquid material that can be applied to ACMs that controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging) or by penetrating into the material and binding its components together (penetrating encapsulant).
- 2.33 ENCAPSULATION:** A specified procedure necessary to coat ACMs or asbestos contaminated surfaces with an encapsulant to control the possible release of asbestos fibers into the ambient air.

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- 2.34 ENCLOSURE:** The construction of an airtight, impermeable, permanent barrier surrounding the ACM to prevent the release of asbestos fibers into the air.
- 2.35 ENVIRONMENTAL CONSULTANT:** The City's designated consultant to provide reports, surveys, testing, oversight or representation on any City project site.
- 2.36 EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM:** Decontamination process for materials and equipment typically in a designated area of the work area, and including a washroom, a holding area, and an uncontaminated area.
- 2.37 EQUIPMENT ROOM:** A contaminated area or room that is part of the decontamination enclosure system, with provisions for storage of contaminated clothing and equipment. The equipment room shall be kept clean from asbestos-containing debris at all times.
- 2.38 EXCURSION LIMIT:** A California Code of Regulations (Title 8 CCR 1529) requirement that ensures no employee is exposed to airborne concentrations of asbestos in excess of 1.0 fibers per cubic centimeter of air as averaged over a sampling period of thirty (30) minutes.
- 2.39 FILTER:** A media component used in respirators to remove solid or liquid particles from the inspired air.
- 2.40 FIXED OBJECT:** A unit of equipment or furniture in the work area that cannot be removed from the work area.
- 2.41 FRIABLE ASBESTOS CONTAINING MATERIAL:** Material that contains more than 1.0% asbestos by weight, and that can be crumbled, pulverized or reduced to powder by hand pressure when dry.
- 2.42 FOREMAN:** An individual who typically fulfills the duties of "competent person" as defined by Title 8 CCR 1529. This individual must supply documentation of a passing grade in a Cal-OSHA accredited course in Asbestos Contractor/Supervisor training. The foreman must be on-site during all abatement work.
- 2.43 GLOVE BAG:** A polyethylene bag with two inward projecting long sleeve gloves, designed to enclose an object from which an ACM is to be removed. Bags shall be seamless at the bottom, have a minimum thickness of 6 mil, and shall be labeled appropriately.
- 2.44 GLOVE BAG TECHNIQUE:** A method for removing ACM from heating, ventilation and air conditioning (HVAC) ducts, piping runs, valves, joints, elbows, and other non-planar surfaces. The glove bag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process. Secondary containment shall be provided for all glove bag work unless otherwise noted.
- 2.45 GROSS OR FULL ABATEMENT:** Designated rooms, spaces, or areas of the project that have been totally sealed, contained in polyethylene, equipped with decontamination enclosure systems, and placed under negative pressure.
- 2.46 HEPA:** High Efficiency Particulate Air filter capable of filtering out airborne particulate 0.3 microns or greater in diameter at 99.97 percent efficiency.
- 2.47 LOCKOUT/TAG-OUT:** The process of isolating electrical equipment to prevent from

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energizing a circuit other than by the person who has initiated the process. All safety measures outlined by related regulations shall be followed.

- 2.48 MANIFEST:** The document authorized by both Federal and State authorities for tracking the movement of hazardous wastes from the point of generation, through transportation, to the final treatment, storage and disposal facility.
- 2.49 MOVABLE OBJECT:** A unit of equipment or furniture in the work area that can be removed from the work area (e.g., smoke detectors, lights, etc.).
- 2.50 NEGATIVE PRESSURE RESPIRATOR:** A respirator in which the air pressure inside the respiratory inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere, and negative during inhalation in relation to the air pressure of the outside atmosphere.
- 2.51 NEGATIVE PRESSURE:** Air pressure lower than surrounding areas, generally caused by exhausting air from a sealed space (work area).
- 2.52 NESHAP:** National Emission Standard for Hazardous Air Pollutants – EPA Regulation 40 CFR Subpart M, Part 61.
- 2.53 NIOSH:** National Institute for Occupational Safety and Health: Sets test standards, analytical methods, and certifies performance of various respirator designs (research institute within Federal OSHA).
- 2.54 NIST:** National Institute of Standards and Technology: Administers the NVLAP Program.
- 2.55 NVLAP:** National Voluntary Laboratory Accreditation Program – evaluates and certifies laboratories doing PLM and TEM analyses.
- 2.56 PASSIVE SAMPLING:** Refers to air sampling with no air agitation.
- 2.57 PERMISSABLE EXPOSURE LIMITS (PEL):** A level of airborne fibers specified by OSHA as an occupational exposure standard for asbestos. This level represents the 8-hour time-weighted average of 0.1 fibers per cubic centimeter of air and 30 minute excursion limit of 1.0 fibers per cubic centimeter of air as measured by Phase Contrast Microscopy (PCM) analytical method.
- 2.58 PHASE CONTRAST MISCROPROPY (PCM):** Technique using a light microscope equipped to provide enhanced contrast between the fibers and the background. Filters are cleared with a chemical solution and viewed through the microscope at a magnification of approximately 400X. This method does not distinguish between fiber types and only counts those fibers longer than 5 microns and wider than approximately 0.25 microns. Because of these limitations, fiber counts by PCM typically provide only an index of the total concentration of airborne asbestos in the environment monitored.
- 2.59 POLARIZED LIGHT MISCROPOPY (PLM):** An optical microscope technique used to identify asbestos content and distinguish between different types of asbestos fibers by their shape and unique optical properties.
- 2.60 POWERED AIR PURIFYING RESPIRATOR (PAPR):** A full face piece respirator that has the breathing air powered to the wearer after it has been purified through a filter.

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- 2.61 PROJECT SITE:** The facility location and specifically the area outside of and surrounding the work area, as defined by City.
- 2.62 PROTECTION FACTOR:** The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- 2.63 REMODEL:** Replacement or improvement of an existing building, or a portion thereof, where exposure to airborne asbestos may result. Remodel includes, but is not limited to, installation of materials, demolition, cutting, patching, and removal of building materials.
- 2.64 RESPIRATOR:** A device designed to protect the wearer from the inhalation of harmful atmospheres.
- 2.65 SHOWER ROOM:** A room between the clean room and the equipment room in the decontamination enclosure system. This room contains hot and cold or warm running water and soap suitably arranged for complete showering during decontamination. The shower room comprises an airlock between contaminated and clean areas.
- 2.66 SURFACTANT:** A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- 2.67 TRANSMISSION ELECTRON MICROSCOPY (TEM):** Asbestos structure analysis for a specified volume of air. TEM is a technique that focuses an electron beam onto a thin sample. As the beam transmits through certain areas of the sample, an image resulting from varying densities of the sample is projected onto a fluorescent screen. TEM is the state-of-the-art analytical method for identifying asbestos fibers collected in air samples in non-industrial settings. TEM microscopes equipped with selected area electron diffraction (SAED) capabilities also can provide information on the crystal structure of an individual particle.
- 2.68 VISIBLE EMISSIONS:** Any emission containing particulate material that is visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- 2.69 VISUAL INSPECTION:** A visual inspection by City or City's representative, including Environmental Consultant, of the work area under adequate lighting to ensure that the work area is free of visible material, debris, and dust.
- 2.70 WASHROOM:** A room between the work area and the holding area in the equipment decontamination enclosure system equipped with water for decontamination of equipment and sealed waste containers. The washroom or shower room comprises one airlock.
- 2.71 WATER FILTRATION:** Refers to water filtration to as small a particulate size as technically feasible, but not more than 5 microns.
- 2.72 WET CLEANING:** The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, HEPA vacuuming, or other cleaning utensils dampened with amended water and afterward thoroughly decontaminated

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or disposed of as asbestos contaminated waste.

2.73 WORK AREA: The area where asbestos removal is performed and that is defined or isolated to prevent the spread of asbestos fibers, dust or debris, and entry by unauthorized personnel. Work area is a regulated area as defined by Title 8 CCR 1529.

3 GENERAL REQUIREMENTS:

For each project, Contractor shall adhere to the requirements of this Section.

3.1 Signs and Labels

3.1.1 Provide identification labeling of project site where asbestos is to be removed in accordance with State and Federal EPA requirements. Provide the required signs, labels, warnings, placards or posted instructions for containers used to transport hazardous material to the landfill, as required by all state and federal laws and regulations.

3.1.2 Location of Caution Signs and Labels: Provide bilingual caution signs at all approaches to work areas in languages used by the Contractor's employees. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area. Provide labels and affix to all asbestos-containing materials, scrap, waste, debris, and other products contaminated with hazardous materials.

3.1.3 Warning Sign Format: Vertical format conforming to Title 8 CCR 1529:

3.1.3.1 DANGER

3.1.3.2 ASBESTOS

3.1.3.3 CANCER AND LUNG DISEASE HAZARD

3.1.3.4 AUTHORIZED PERSONNEL ONLY

3.1.3.5 RESPIRATORS AND PROTECTIVE CLOTHING ARE
REQUIRED IN THIS AREA

3.2 Encapsulants

3.2.1 Encapsulants shall be U.L. Listed, in full-scale E-119 fire test.

3.2.2 Average depth of penetration shall meet manufacturer's recommendations.

3.2.3 Dry mil thickness of bridging encapsulating systems (if used) shall be as indicated in the specific treatment instructions included in this specification, and as recommended by the manufacturer.

3.2.4 Performance Requirements: A penetrating encapsulant allows markings to be spray applied and brushable for the purpose of cleaning. Product shall be tested and listed by EPA and possess the following characteristics:

3.2.4.1 Flame resistance/flame spread ~25 (ASTM E162) V6.

3.2.4.2 Fire classification – UL Class A approved in the specific or similar assembly to its intended application.

3.2.4.3 Product shall be tested and rated non-toxic and non-irritating

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under the Federal Hazardous Substances Control Act and contain no methylene chloride.

3.2.4.4 Material shall be tinted sufficiently to provide a readable contrast to background color to which it is applied.

3.3 Plastic Sheetting

3.3.1 Use fire-retardant (FR) polyethylene (poly) film.

3.3.2 Thickness – 6-mil, minimum, NO EXCEPTIONS.

3.3.3 Flame Resistance/Flame Spread Rate <25.

3.3.4 Conforms to NFPA #701 and Tested in accordance with ASTM E-84.

3.4 Tape, Adhesive, Sealants

3.4.1 Tape shall be 2” or wider be capable of sealing joints of adjacent sheet of polyethylene and shall attach polyethylene sheet to finished or unfinished surfaces or similar materials. Tape shall be capable of adhering under dry and wet conditions, including use of amended water. Taping to critical or sensitive surfaces shall be completed using preservation sealing tape.

3.4.2 Spray adhesive for sealing polyethylene to polyethylene shall contain no methylene chloride or methyl chloroform (1,1,1-trichloroethane) compounds.

3.4.3 Fire resistant sealants shall be compatible with concrete, metals, wood, etc. Sealant shall prevent fire, smoke, water and toxic fumes from penetrating. Sealant shall have a flame spread, smoke and fuel contribution of zero, and shall be ASTM and UL rated for 3 hours for standard method of fire test for fire stop systems.

3.5 Strip Chart Recorder(s)

3.5.1 Where interior work areas are required, each shall have a minimum differential pressure of 0.025 inches water gage at all times. Fluctuations below .025 inches of water column are unacceptable and may require temporary cessation of work until conditions are corrected.

3.5.2 Multiple continuous circular chart recorder(s) shall be used to document the level of pressure difference between the containment space and all other spaces as deemed necessary by the City. Defective or non-operating instrumentation may require temporary cessation of work until instrumentation is repaired or replaced.

3.5.3 The strip chart recorder will be checked a minimum of four times per day by a person familiar with the operation. Each check shall be documented on the circular chart with a time and date notation and the initials of the person performing the check. A copy of the circular chart shall be submitted daily to the City.

3.5.4 Differential air pressure systems shall be in accordance with Appendix J of EPA's "Guidance for Controlling Asbestos-Containing Materials in Buildings, EPA 560/5-85-024. The Differential pressure system shall be continuously monitored by the Contractor using a recording instrument connected to an appropriate strip chart recorder. The recording instrument shall be connected to an audible alarm that will activate at a pressure differential of -0.025 inches water gauge air pressure.

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3.6 Vacuum Equipment

3.6.1 All vacuum equipment used in the work area shall use High Efficiency Particulate Absolute (HEPA) filtration systems and be of the wet-dry type. The Contractor shall provide on-site independent DOP testing to document the effectiveness of the vacuum units. The test results shall be signed by the individual performing the testing.

3.7 Local Exhaust System

3.7.1 Where containments are required, sufficient High Efficiency Particulate Absolute (HEPA) ventilation units shall be used to maintain the negative pressure in each interior work area at 0.025 inches of water column and a minimum of four (4) air changes per hour.

3.7.2 The ventilation system shall remain in operation 24 hours a day until the work area has passed final evaluation testing performed by Environmental Consultant. HEPA filtered air which is exhausted to maintain negative pressure shall be exhausted from the building at locations approved by the City. Exhausted air shall not be near or adjacent to other building intake vents or louvers or at entrances to buildings. Other HEPA units shall operate within the enclosure to circulate air and control fiber counts.

3.7.3 The Contractor shall provide DOP testing by an independent testing agency to document the effectiveness of the air filtration units. The test results shall be signed by the individual performing the testing. Contractor shall repeat DOP testing if the unit or the air filtration units have been repaired or replaced. Contractor shall repeat DOP testing after each period of thirty consecutive days of operation for any air filtration units. Contractor shall provide documentation to the City within 24 hours of DOP testing.

3.8 Reserve Equipment

3.8.1 Contractor shall have the following equipment on site: two (2) reserve, functioning and DOP-tested HEPA Filter Vacuum Cleaning Units, two (2) reserve and DOP-tested HEPA area filtration units for every four Decontamination Areas. Contractor shall also have sufficient polyethylene (poly), respirators, protective equipment, tape, tools, and decontamination enclosure systems for each work area.

3.8.2 Contractor shall provide authorized visitors, including but not limited to City representatives, consultants or other contractors, requiring access to the work area with suitable protective clothing, headgear, eye protection, as described in this Scope of Services, whenever the visitor must enter the work area. Contractor shall have available and maintain at all times a minimum of three (3) suits and other suitable protective equipment for this purpose. All protective equipment for visitors shall be new and for the exclusive and one-time use of visitors.

3.8.3 The Contractor shall document that each visitor has been trained and fit-tested prior to entering a decontamination area or work area.

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3.9 Scaffolding

3.9.1 Scaffolding, as required to do the specified work, shall meet all applicable safety regulations and DOSH standards. A non-skid surface shall be furnished on all scaffold surfaces subject to foot traffic.

3.10 Transportation Equipment

3.10.1 Transportation equipment, as required, shall be lockable and suitable for loading, temporary storage, transit and unloading of contaminated waste without exposure to persons or property. Any vehicle used to transport asbestos waste shall be properly registered with all applicable regulatory agencies.

3.11 Connections to Water Supply

3.11.1 Contractor shall assure that all connections to the site's water system shall include backflow protection.

3.11.2 Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered.

3.11.3 After use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment.

3.11.4 Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water shall not damage existing finishes or equipment.

3.11.5 Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system in each work area. Provide fittings as required to allow for connection to existing wall hydrants or spouts.

3.11.6 Water Heater

3.11.6.1 The hot water supply must be adequate to allow for 15 minutes of continuous usage while maintaining a water temperature of 85 F°. At minimum provide UL rated 40-gallon electric water heater to supply hot water for the decontamination unit shower. Electricity includes a 30-amp circuit breaker located within the decontamination unit sub-panel. Provide relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor with type L copper. Drip pans shall consist of a 24 inch x 24 inch x 6 inch deep pan, made of 19 gauge galvanized steel with handles. Drip pan shall be securely fastened to the water heater with bailing wire or similar material. Wiring of the water heater shall comply with NEMA, NEC and UL standards.

3.12 Other Tools and Equipment

3.12.1 The Contractor shall provide all other suitable tools for Abatement activities.

3.12.2 Prohibited Equipment: The following equipment is prohibited from use on this project unless approved in advance and in writing by the City:

3.12.2.1 High or low pressure water blasting equipment for hosing of work areas.

3.12.2.2 Bead blasting or other uncontained abrasive blasting methods.

3.12.2.3 Vacuum-powered removal or collection equipment located outside the

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asbestos work area, such as a "Vacu-Loader".

3.12.2.4 Gasoline, propane, diesel or other fuel powered equipment inside the structures.

3.12.2.5 Metal wire-brushes.

3.12.2.6 Flammable solvents with a flash point below 140 degrees F or materials containing ethylene glycol ether, methylene chloride, ethyl chloroform (1,1,1-trichloroethane), or other hazardous substances.

3.12.2.7 Non-fire retardant polyethylene sheeting.

3.12.2.8 Polyurethane spray foam for application in fire-rated assemblies, including but not limited to penetrations into stairwells, mechanical rooms, electrical closets, rated floor-to-floor assemblies, etc.

4 CONTRACTOR MONITORING

4.1 The City shall have the right to perform visual inspections, air sampling and wipe sampling in selected areas of the project site at any time during the course of the project. City reserves the right to stop work within project area if, in the course of performing monitoring, the City observes instances of substantial non-conformance with the requirements and specifications in this Scope of Services presenting health hazards to any person, including but not limited to City employees, Contractor's workers, the general public or the surrounding areas. Work shall not resume until identified corrective measures have been enforced. Instances of substantial non-conformance shall include, but not be limited to, the following:

4.1.1 Activities or misconduct imperiling worker safety and health.

4.1.2 Airborne fiber concentrations as measured by PCM outside of the work area exceeding background or 0.01f/cc whichever is greater. Airborne concentrations as measured by TEM outside of the work area exceeding background or 70 S/mm², whichever is greater.

4.1.3 Loss of negative pressurization.

4.1.4 Breaches in containment resulting in potential release of asbestos to non-work areas.

4.2 The Environmental Consultant may perform air and/or wipe sampling inside and outside the work area during all phases of the work. The Contractor shall cooperate fully with the Environmental Consultant and ensure the cooperation of Contractor's workers during collection of air/wipe and work area inspections.

4.3 Area monitoring generated by the City shall not be used by the Contractor to represent compliance with regulatory agency requirements for monitoring of workers exposure to airborne asbestos, nor shall any other activity on the part of the City be construed to meet the Contractor's compliance with applicable health and safety regulations.

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5 PROJECT SCOPE OF WORK:

5.1. Specific scope of work will be determined on a per project basis as set forth in a Work Order issued by City.

5.1.1. A Work Order will be created by the City and issued to Contractor and shall act as the authorizing document for Contractor to begin scheduling, allocating resources and necessary coordination per Scope of Services.

5.1.2. The Work Order will identify the scope of work, schedule of performance, cost estimate, Project Manager, site contact and facility location information and special provisions specific to the project.

5.2. Contractor shall respond by phone or e-mail to City's Project Manager to the Work Order request within a minimum of two (2) business days and seven (7) calendar days.

5.3. Prior to the Work Order being issued, Contractor shall provide City's Project Manager with a cost estimate per the rates referenced in Exhibit B, entitled "Compensation". Work will begin upon approval of the cost estimate and issuance of Work Order and Notice to Proceed by the City's project manager.

5.4. Any requested cost estimates will require a site visit that will be coordinated through the City.

5.5. Contractor shall reference all project-specific drawings or other documents included in the Work Order for information and requirements that affect project site specific work.

5.6. Submittals Prior to the Start of Work

Prior to the commencement of asbestos-related abatement work on a project, Contractor shall submit the following for review by the City:

5.6.1.1 A detailed asbestos abatement work plan (See Section 10 of this Scope of Services, Section A-2)

5.6.1.2 An asbestos site safety plan that addresses, at a minimum, Contractor's plan to manage: site safety and health hazards; evacuation of work areas, fiber release incidents; control of water leakage or discharge within and/or from the work area; medical emergency; asbestos handling procedures; Contractor's internal inspection procedures; earthquake and/or fire emergency procedures; protocol for responding to complaints or questions from interested parties; 24-hour emergency telephone numbers for Contractor's officers with authority to respond to emergencies.

5.6.1.3 Documentation demonstrating worker education and specialized training (as defined by Title 8 CCR 1529) with successful completion of a Cal-OSHA accredited asbestos training course and examination.

5.6.1.4 A respiratory protection program, which must be on file with the City a minimum of five (5) business days prior to the commencement of abatement activities.

5.6.1.5 Current certificates (less than 11 months old at the time of submission)

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signed by each worker and trainer from which the worker has received proper training in the handling of materials that contain asbestos. Include documentation showing that the worker understands the following: health implications and risks involved (including the illnesses possible from exposure to airborne asbestos fibers), the use and limits of the respiratory equipment to be used, and the results of monitoring airborne quantities of asbestos related to in-use equipment.

5.6.1.6 Proof of Respirator Mask Fit Testing. Fit testing records must be less than eleven (11) months old at the time of submission and must document testing on the type of respiratory protective equipment used for the project. Fit testing records must be signed by the Competent Person.

5.6.1.7 Foreman Training. Documentation that the foreman designated to the project fulfills the qualifications detailed in the Scope of Services and has prior experience acting as foreman on comparable projects/jobs.

5.6.1.8 Medical Examinations. Documentation signed by a physician that each worker used on the project has received an appropriate medical examination as detailed in Title 8 CCR 1529. The submitted document must be less than eleven (11) months old at the time of submission.

5.6.1.9 Written Notification to Fire and Police Departments. Documentation showing notification to local fire and police departments of the abatement three (3) days prior to commencement.

5.6.1.10 Rental Equipment. If rental equipment is to be used in the work areas or to transport asbestos waste, the Contractor shall provide written notification regarding intended use of the rental equipment to the rental agency before use, with copies to the City

5.6.1.11 Certificates of Compliance. Manufacturer's certification that vacuums, ventilation equipment, and other equipment required to contain airborne asbestos fibers conform to ANSI Z9.2. This includes results of onsite DOP testing of all HEPA-filtered ventilation equipment.

5.6.1.12 Documentation that the landfill(s) for disposal are approved for asbestos, and any other hazardous materials, disposal by the USEPA and state or local regulatory agency(s). Submit Waste Manifests prepared, signed and dated by an agent of the landfill. The manifest must certify the amount of hazardous materials delivered to the landfill. The manifest must be provided to the City within ten (10) business days after delivery.

5.6.1.13 Satisfactory proof that written notification has been provided to the Bay Area Air Quality Management District, in accordance with Regulation 11, Rule 2; Cal-OSHA, and Title 40 CFR Part 61 Subparts A&M; National Emission Standards for Hazardous Air Pollutant, U.S. EPA.

5.6.1.14 Licenses. Copies of state and local licenses and evidence of Cal-OSHA registration and permits necessary to carry out the work in the Scope of Services.

5.6.1.15 Notification of Other Contractors: If other contractors are working at the project site, before beginning any work, the Contractor must inform all other contractors in writing regarding the location, nature, and requirements of the work areas.

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5.6.1.16 Material Safety Data Sheets (MSDS)/Specification Sheets: The Contractor shall submit Material Safety Data Sheets/Specification Sheets for all chemicals, encapsulants, etc. to be used for the project.

5.6.1.17 Payment Bond. If the project's cost estimate is over Twenty-Five Thousand Dollars (\$25,000), Contractor shall submit a Payment Bond in compliance with Section 12 of this Agreement.

5.7. Notice to Proceed: Work will begin upon approval of Contractor's cost estimate and issuance of the Work Order and Notice to Proceed by City's project manager. For a project with a cost estimate over Twenty-Five Thousand Dollars (\$25,000), a Notice to Proceed shall not be issued and work may not commence until the Contractor's Payment Bond has been approved as to form by the City Attorney.

5.8. Submittals at the Completion of the Project

Upon completion of on-site work, Contractor shall provide a detailed project summary to the City. The project summary shall be submitted to and approved by the City prior to acceptance of final invoice and shall include the following:

5.8.1.1 Copies of the security and safety logs showing names of persons entering the work area. The logs shall include date and time of entry and exit, and a supervisor's record of any accident including a detailed description of the accident.

5.8.1.2 A detailed description of emergency evacuations and any other safety or health incident.

5.8.1.3 Waste Manifests including Land Disposal Restrictions Notice and Certification.

5.8.1.4 Personnel air sample results.

5.8.1.5 Pressure differential strip chart readings for each differential recording device on the site.

5.8.1.6 Project Summary, which shall include:

5.8.1.6.1 Contractor's name and address, certification number (CSLB), registration number (DOSH) and Tax ID number.

5.8.1.6.2 Hazardous waste hauler certifications for any company who transported hazardous waste from project site.

5.8.1.6.3 Name, address and California Department of Toxic Substances Control (DTSC) registration number of each hazardous waste hauler.

5.8.1.6.4 Laboratory performing analyses (NVLAP).

5.8.1.7 Work Order number and name of project.

5.8.1.8 Specific inventory, including locations and approximate quantities, of the hazardous materials which were removed and/or handled.

5.8.1.9 Number of Contractor's employees/workers working on the project.

5.8.1.10 Dates of commencement and completion of on-site work.

5.8.1.11 Work method employed (i.e., glove bag, mini-containment, full

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containment with negative air and decontamination enclosure system, etc.)

5.8.1.12 Name, location, telephone number and EPA registration of waste disposal site(s) used.

5.8.1.13 DOP testing results.

5.9. The review of required information listed in Scope of Services by the City are intended to be only for general conformance with the requirements listed in Scope of Services. The City assumes no responsibility for permits, licenses, notices, materials and methods, equipment, documentation, logs, testing or temporary construction required to execute the work described in the Scope of Services, or other documents included in the contract documents.

6 EXECUTION OF WORK ORDERS

6.1 Initial Area Isolation

6.1.1 The City reserves the right to inspect and approve all work areas before any abatement is undertaken.

6.1.2 If a containment area is breached (i.e., failure of polyethylene seals, visible dust emission, fiber counts above background level, etc.), the Contractor shall take immediate action to control the breach and clean the area to the satisfaction of the City.

6.1.3 If sample results indicate that conditions have exceeded the baseline, as determined by the City, all work shall cease. Work shall not recommence until Contractor has corrected the condition(s) causing the increase to the satisfaction of the City.

6.1.4 Prior to commencement of asbestos abatement, Contractor shall determine the necessity to shut down and/or disconnect any electrical power, gas, sewage, water, phone lines, fire life safety lines and sprinkler systems to the work area. These shutdowns will be coordinated through the City.

6.1.5 Contractor shall provide all connections for temporary utilities in the work area needed throughout abatement process. Temporary electrical power shall be established in accordance with the requirements of OSHA and the National Electrical Code for Wet Environments.

6.1.6 Contractor shall conform to the City's Lockout/Tagout requirements, and secure the work area at all times. Area entrances and exits shall be secured by the Contractor throughout the abatement phase. Unauthorized visitors are strictly prohibited. Only the Contractor, City or City's designated representatives are permitted at the project site. Contractor shall ensure that all doors, gates, windows, and potential entrances to the work areas and the designated waste location areas are secured and locked at the end of each workday.

6.1.7 Contractor shall store all materials, equipment, and supplies for the project inside the buildings or in areas designated by the City.

6.1.8 As required by the City, Contractor shall establish designated limits for the abatement work area with continuous barriers. Contractor shall use barrier tape (3-

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inch) with a pre-printed asbestos warning throughout exterior work area. Contractor shall provide signs around the perimeter of all the interior/exterior works areas according to Section 3.1 in Scope of Services.

6.1.9 Contractor shall provide temporary sanitary services of adequate capacity to handle the maximum estimated crew size plus an additional twenty percent. Contractor shall maintain the temporary facilities throughout the duration of the project.

6.1.10 The Contractor shall be responsible for identifying all HVAC components (if applicable) that lead into or out of the work areas. All HVAC components shall be disconnected and sealed airtight for the duration of the abatement work. All openings shall be sealed with two (2) layers of 6 mil polyethylene secured with duct tape.

6.1.11 Contractor shall pre-clean the work area and fixed objects in the work area using HEPA filtered vacuums and/or wet cleaning methods. Contractor shall protect fixed objects with protective barriers and cover with 6 mil polyethylene secured with duct tape.

6.2 Containment Set-up Procedures

6.2.1 All work shall be conducted within a work area as required by Cal-OSHA.

6.2.2 Contractor shall seal operable windows and air intakes within 50 feet of the work area with two layers of 6-mil polyethylene secured with tape.

6.2.3 Contractor shall construct a full containment negative pressure enclosure (NPE) for the removal of the textured drywall. Install critical barriers consisting of one layer of 6-mil polyethylene on windows and doors. Cover floor and wall surfaces with 6-mil polyethylene sealed with tape. Cover floors first so that plastic extends up the walls at least 12 inches, then cover walls with 6-mil poly to the floor level, thus overlapping the floor material by a minimum of 12 inches. The work area(s) shall be placed under negative pressure as outlined in the Scope of Services throughout the abatement work period.

6.2.4 Contractor shall construct, at minimum, a barrier containment for the removal of windows with asbestos containing sealants. A critical barrier containment will be required if the material is rendered friable during the removal. A critical barrier containment shall meet the requirements in the Scope of Services.

6.2.5 Contractor shall provide accessible viewing ports from the clean space into each abatement area. Viewing ports must be a minimum of 2' x 2' with clear, see through plastic that does not contain scratches, tape or glue marks.

6.2.6 Contractor shall utilize pressure differential recorders with strip charts to monitor the pressure differential in the work area. The recorders must be calibrated prior to arriving on site and shall be recalibrated monthly throughout the project. Recalibration shall be performed by qualified technicians following the procedures outlined by the manufacturers. Contractor shall provide documentation of calibration before beginning work and monthly thereafter.

6.2.7 A decontamination unit shall be required during the abatement work phase. The unit shall be located immediately outside the work area. A pre-fabricated unit that

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meets requirements in Scope of Services is acceptable. Chambers within the decontamination unit shall be arranged as follows: (1) a clean/change room shall be the first chamber entered from outside the work area, (2) a shower shall be located between the clean/change room and the dirty/change room, and (3) a dirty/change room shall be the last chamber before entering the work area.

6.2.8 The clean/change room of the worker decontamination unit shall be of sufficient size to accommodate the work crew and their belongings. It shall include a respirator storage area and be fully equipped with reserve equipment and materials such as clean suits, towels, soap, tape, and respirator filters.

6.2.9 Worker decontamination unit walls shall be a minimum of two layers of 6-mil fire retardant polyethylene and floors shall be constructed with a minimum of three layers of fire retardant polyethylene. All entry and exit doorways shall consist of at least two sheets of overlapping, fire resistant polyethylene. At no time shall the flapped doors be taped open in order to expedite material or personnel load-out.

6.2.10 All water from the decontamination unit shall be filtered to the technically feasible limit but not more than five (5) microns before disposal. In addition, the Contractor shall comply with all current local, state and federal codes, laws and regulations relating to waste water release.

6.2.11 A two-chamber decontamination unit may be used during the abatement work conducted in critical barrier containments. The unit shall be located immediately outside the work area and shall contain a Washroom.

6.2.12 Contractor shall construct an equipment decontamination enclosure system consisting of a washroom, holding area and clean room separated by airlocks.

6.2.13 Approved fire extinguishers (Class ABC, multi-purpose, dry chemical type, rated: 4A; 60BC) shall be readily available to workers (maximum travel distance of 50 feet) inside and adjacent to work area(s). Personnel and emergency exits shall be clearly indicated on the inside of the work area as referenced in the asbestos site safety plan.

7 PERSONNEL PROTECTION

7.1 Informed Workers:

7.1.1 All workers shall be informed of the hazards of ACMs and any other hazardous materials exposure. Workers shall also be instructed in the use and fitting of respirators, protective clothing, decontamination procedures, and all other aspects associated with the abatement work.

7.2 Personal Hygiene Practices

7.2.1 The Contractor shall follow and enforce with its workers good personal hygiene practices during the abatement of ACMs. These practices will include but not be limited to the following: no eating, drinking, smoking or applying cosmetics in the work area. The Contractor shall provide a clean space, separated from the work area, for these activities.

7.2.2 The Contractor shall be responsible for its workers' compliance with the following requirements. Workers shall remove street clothes in the clean room and

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put on a respirator and clean protective clothing before entering the work area. Upon exiting the work area, workers shall remove gross contamination from clothing before leaving the work area; proceed to the change room and remove clothing except respirators; clean the outside of the respirator with soap and water; remove respirator and thoroughly wash themselves. Following showering, workers shall proceed directly to the clean room and dress in street clothes. Workers shall not wear disposable protective clothing outside the decontamination enclosure system.

7.2.3 If data gathered by the City in areas adjacent to the work areas shows exposure to airborne asbestos or other hazardous materials exceeding baseline levels, that area will become a part of the previously defined work area and Contractor must adhere to regulations for such an area.

7.3 Respirators

7.3.1 Contractor shall establish a respiratory protection program as outlined by the American National Standards Institute (ANSI) and required by Cal-OSHA. Contractor shall select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH). Respirators selected must be approved by the Competent Person and Contractor shall submit the required respiratory plan prior to abatement activities.

7.3.2 Contractor shall provide workers with approved and personally-issued respirators with replaceable filters. Contractor shall provide a sufficient quantity of filters approved by NIOSH for use in asbestos environments so that workers can change filters as required by the manufacturer.

7.3.3 At a minimum, Contractor shall provide each employee with the following respiratory protection for each work phase identified:

7.3.3.1 Pre-cleaning, containment set-up, and containment removal work: NIOSH-approved, half-face respirators with HEPA cartridges.

7.3.3.2 Asbestos abatement of pipe and fitting insulation and exterior paint coating: Powered-Air Purifying respirators (PAPRs) with HEPA cartridges.

7.3.3.3 Asbestos abatement of floor tile vinyl and associated mastics, window sealants: half-face respirators with HEPA cartridges and organic vapor cartridges, as necessary.

7.3.3.4 At all times, respiratory protection selected shall, at a minimum, meet the requirements of Table 1 below:

TABLE 1 – Respiratory Protection:

<u>Airborne Concentration of Asbestos</u>	<u>Required Respirator</u>
Not in excess of 1.0 f/cc (10 X PEL)	Half-mask air purifying respirator other than a disposable respirator, equipped with high efficiency filters
Not in excess of 5.0 f/cc (50 X PEL)	Full face piece air purifying respirator equipped with high efficiency filters

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Not in excess of 10 f/cc (100 X PEL)	Any powered air purifying respirator equipped with high efficiency filters or any supplied air respirator operated in continuous flow mode
Not in excess of 100 f/cc (1,000 X PEL)	Full face piece supplied air respirator operated in pressure demand mode
Greater than 100 f/cc or unknown concentration	Full face piece supplied air respirator operated in pressure demand mode, equipped with an auxiliary positive pressure self-contained breathing apparatus

7.3.4 Respirator Details

7.3.4.1 When Type C respirators are required, the respirators shall meet the following requirements:

7.3.4.1.1 The air supply system shall provide Grade D breathing air that conforms to OSHA and ANSI Commodity Specification for Air.

7.3.4.1.2 Compressed Air System for Type C Respirators shall be high pressure, with a compressor capable of satisfying the respirator manufacturer's recommendations. The compressed air system shall have compressor failure alarm, high temperature alarm, and a carbon monoxide alarm. It also shall have suitable in-line air purifying absorbent beds and filters to assure Grade D breathing air.

7.3.4.1.3 Use of Belt: Type C respirators shall be worn with belt to minimize possibility of dislodging face mask when hose is snagged in the work area.

7.3.5 Protective Clothing

7.3.5.1 Contractor shall provide personnel exposed to asbestos fibers with fire retardant disposable protective whole body clothing, head coverings, gloves, and foot coverings. Gloves provided must be appropriate to protect workers hands from exposure to hazardous materials. Sleeves must be secure at the wrists and foot coverings secure at the ankles with tape. Contractor shall ensure that all personnel entering and leaving the work area follow this procedure. Suits shall be of adequate size to accommodate the largest employee. Foot covers may be part of the coveralls. Non-disposable footwear shall be left in the work area until it is decontaminated or disposed of at the completion of the job.

7.3.5.2 Protective clothing will be worn inside the work area after pre-work inspection and shall remain in use until the area passes final clearance inspection by the Environmental Consultant or City.

7.3.6 Eye Protection: Contractor shall provide safety glasses or goggles to personnel removing or handling asbestos-containing materials and waste.

7.3.6.1 Shower Requirements: Contractor shall ensure that all workers and visitors use protective equipment and the shower or washroom facility following each entry into the work area after the start of the asbestos abatement.

7.3.7 Emergency Precautions and Procedures

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7.3.7.1 Contractor shall establish emergency and fire exits from the work area and display necessary signage at exits and paths to exits with representative visual aids. A diagram of all emergency and fire exits shall be posted in a conspicuous area near the entrance to each work area.

7.3.7.2 At all times, the Contractor shall have on-site personnel trained and certified in first aid and CPR who are prepared to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated without delay for decontamination. When an injury occurs, the Contractor shall implement fiber reduction techniques until the injured person has been removed from the work area.

7.3.7.3 In the event of a loss of negative pressure to the work area, work shall stop immediately and entrances to the work area sealed tight. The Contractor shall also institute fiber reduction controls until negative pressure is re-established to acceptable levels.

8 ASBESTOS REMOVAL (Gross Removal Technique) AND TESTING

8.1 Contractor shall abate all asbestos containing materials identified in the Work Order, project specifications or asbestos survey report as directed by City per Scope of Services.

8.2 Contractor shall continuously apply wetting agent throughout the removal process. The wetting agent shall be applied with a low-pressure fine spray to minimize fiber releases. The materials shall be thoroughly saturated so that there is no detectable fiber release. All ACMs shall be immediately packaged in leak-tight containers following removal.

8.3 Contractor shall minimize removal activities of ACMs that generate airborne particulate. To the extent possible, Contractor shall score or cut-out ACMs in sections, wetting along the scoring line continually, and misting the air with an airless sprayer to weigh down suspended particulate. After completion of removal work, surfaces from which asbestos has been removed shall be wire brushed and/or wet cleaned to remove all visible material and residue.

8.4 The removal of asbestos-containing roofing materials shall be removed using wet cleaning methods, allowing no visible emissions.

8.5 The removal and installation of attachments on the exterior concrete surfaces shall be performed using wet cleaning methods allowing no visible emissions.

8.6 Contractor shall wet clean the exterior surfaces of waste containers in the equipment decontamination enclosure system prior to removal from the work area. Contractor shall ensure that workers enter from uncontaminated areas into the equipment decontamination enclosure system.

8.7 Contractor shall transport asbestos-containing waste bags to the waste debris box at designated hours approved by the City. ACMs shall be packaged in a minimum of two (2) 6-mil polyethylene bags. Bags shall be properly labeled for ACM disposal including site-specific generator labels. Non-friable waste shall be packaged in a leak tight container and properly labeled while stored on-site.

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8.8 Asbestos-containing debris and contaminated water shall be cleaned from the work area at the end of each work shift. The Contractor shall clean the work area using wet methods and HEPA vacuum equipment.

8.9 Regulated Area Monitoring.

8.9.1 Contractor shall be responsible for conducting area monitoring.

8.9.2 Prior to each work shift and continuously throughout the project, Contractor shall inspect and repair each decontamination enclosure system as needed.

8.9.3 The method of analysis for pre-abatement air samples shall be Phase Contrast Microscopy (PCM). The method of analysis for in-progress asbestos air samples shall be PCM and transmission electron microscopy (TEM) at the option of City.

8.9.4 Ambient asbestos fiber levels outside each work area shall not exceed 0.01 f/cc (PCM) or 70 s/mm² (TEM) or baseline, whichever is greater. If the asbestos fiber concentrations outside work areas exceed those levels detailed above, then abatement work must stop and Contractor shall review and modify its operations until the fiber count can be reduced to within the acceptable limits.

8.9.5 The City reserves the right to conduct area monitoring for the purpose of detecting possible release of fibers or dusts emanating from the work area(s).

8.9.6 All PCM air sample analysis shall comply with NIOSH Method 7400. All TEM analysis shall be consistent with modified-AHERA protocols.

8.9.7 Contractor shall be responsible for all personal air sampling. During the performance of any work in the contaminated work area, sufficient personnel breathing zone samples shall be taken to constitute representative sampling. These samples shall be taken each shift and for each distinct crew operation, and shall be used to verify adequacy of fiber control and respiratory protection. Personal breathing zone air sampling shall be in accordance with the Cal-OSHA asbestos standard.

8.10 Clearance Inspections: City shall have the right to conduct clearance inspections, including visual inspections, area monitoring and wipe sampling, to confirm completion of a Work Order.

8.10.1 Contractor, through its Supervisor or Foreman, shall notify City in writing 24 hours in advance of the day and time when the area will be ready for each clearance inspection.

8.10.2 Contractor shall notify the City when the decontamination process in each work area is complete so that City may conduct a visual inspection.

8.10.3 Before final air monitoring inspection, City will conduct a visual inspection and notify Contractor if it needs to remove any noticeable evidence of debris that will require additional clean up by the Contractor.

8.10.4 Once the initial visual inspection is passed, the Contractor shall remove all but the containment critical barriers.

8.10.5 Following the visual inspection, the Contractor shall provide a coating of non-diluted encapsulant in the work area. The Contractor shall allow the encapsulant to dry

EXHIBIT A SCOPE OF SERVICES

for the period specified by the manufacturer.

8.10.6 If the City determines that the work area is sufficiently clean, the City will proceed with having the Environmental Consultant perform the final air monitoring inspection. If the City and/or Environmental Consultant determines that certain areas require additional cleaning, the Contractor shall re-clean the work area and request a second air monitoring inspection of the re-cleaned area. All costs incurred by the City for inspections required after the second inspection will be charged to the Contractor and deducted from the Contractor's final payment by City.

8.10.7 The method of analysis for clearance air samples shall be PCM.

8.10.8 Asbestos Clearance Criteria: The clearance level per work area shall be less than 0.01 fibers per cubic centimeter via PCM or less than 70 structures per square millimeter via TEM. Multiple samples shall be collected in large work areas.

8.10.9 The City shall notify the Contractor in writing of acceptable asbestos fiber concentrations. The Contractor shall then remove all the remaining barriers in the work area.

9 ASBESTOS DISPOSAL

9.1 Materials shall be disposed of as regulated asbestos-containing material (RACM), including but not limited to textured drywall, vinyl sheet flooring, floor tile and flooring mastic if removed with mechanical methods or with solvent.

9.2 The following materials shall be disposed of as Category I Non-friable ACMs if they are not rendered friable during removal: floor tile/mastic, flooring mastics, caulking, asphaltic roofing materials. If a removal solvent is used to abate the flooring mastic, the Contractor shall perform waste characterization and dispose of the material as required. Any asbestos concrete pipe (transite) shall be disposed of as Category II non-friable ACM if it is not rendered friable during removal.

9.3 Asbestos-containing materials removed during the work shall be disposed of by Contractor in an approved manner complying with all applicable federal, state, and local codes, laws and regulations. It is the responsibility of the Contractor to determine current waste handling, labeling, transportation and disposal laws, codes and regulations for the project site and for each waste disposal landfill. Contractor shall provide documentation to City of such compliance.

9.4 Contractor shall ensure that polyethylene bags used to transport asbestos waste from a work area are a minimum of 6-mil thick and sealed air-tight. All bags shall be wet cleaned prior to removing them from the work area.

9.5 Contractor shall ensure all disposal containers are properly labeled according to 8 CCR 1529, 5194 (HAZCOM), 49 CFR 171-179 (USDOT), 40 CFR 61 Subpart M (NESHAP), and any applicable federal, state and local laws, codes and regulations.

9.6 Hazardous waste disposal bags must be labeled with generator's name, address, site location, generator number, and the following information:

9.6.1 CONTAINS ASBESTOS FIBERS

9.6.2 AVOID CREATING DUST

EXHIBIT A SCOPE OF SERVICES

- 9.6.3** CANCER AND LUNG DISEASE HAZARD
- 9.6.4** AVOID BREATHING AIRBORNE ASBESTOS
- 9.6.5** RQ WASTE ASBESTOS, 9 NA 2212 PG III (Class 9 placard)
- 9.6.6** HAZARDOUS WASTE
- 9.6.7** STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
- 9.6.8** IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY
AUTHORITY OF THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES
CONTROL

9.7 Contractor shall filter all wastewater, to the technically feasible limit, but not more than five (5) microns before disposal. Contractor shall test as required by the EPA to confirm ACM concentration and other water quality parameters prior to discharge or off-site transportation. Contractor shall comply with all current local, state and federal codes, laws and regulations, and as they may be amended, relating to waste water release.

9.8 Asbestos-containing waste that is properly labeled and double-bagged, may be temporarily stored in areas approved by the City. Contractor must make these areas secure before storing the waste. Waste is not to remain in temporary storage area for longer than four (4) days before final load-out of materials.

9.9 All asbestos waste shall be double-wrapped prior to transport from the site.

9.10 All vehicles used to transport hazardous waste must be registered with the Department of Toxic Substances Control and display the proper registration and expiration stickers.

9.11 Trucks must have an enclosed cargo area with a storage compartment that is fully lined with a minimum of one (1) layer of 6-mil polyethylene on the walls and two (2) layers on the floor.

9.12 Contractor shall not throw bags into the truck in a way that may cause the bags to burst open.

9.13 An EPA approved Waste Manifest shall be utilized for any asbestos-containing material disposal from a City project site. Contractor shall provide at minimum one (1) day advance notification to the City when City's signatures are required on Waste Manifest(s). The Contractor shall ensure that each Waste Manifest is correctly filled out. The Contractor shall distribute the Waste Manifest copies correctly and shall also instruct the City in writing that they must send the appropriate copy to the Department of Toxic Substances Control.

9.14 If a debris box is used, the Contractor shall make all necessary arrangements for such use with the City, including obtaining all appropriate permits.

9.15 Contractor is responsible for all coordination with the waste disposal site and with the waste hauling company.

9.16 Debris box for hazardous waste shall be fully lined with a double layer of polyethylene sheeting and must be locked at all times when unattended.

**EXHIBIT A
SCOPE OF SERVICES**

9.17 Debris box shall be constructed with minimum 20-gauge steel with no windows or openings other than the door. The door of the container shall have a secure cover on the locking device with access to the lock only at the key-hole. Once the debris box is filled and the manifest is signed, Contractor must transport the debris box off the project site.

9.18 Disposal shall be in a landfill that meets EPA requirements. Contractor shall not throw bags into landfills in a way that may cause the bags to burst open.

10 ASBESTOS ABATEMENT WORK PLAN OUTLINE

10.1 Contractor is required to submit an Asbestos Abatement Work Plan to the City for approval prior to start of work. This Plan is required for the Contractor to meet Cal-OSHA requirements as well as the Scope of Services, and shall describe work procedures and control methods that will protect the surrounding environment. This Plan shall include:

10.1.1 Location of Work, including site address and building identification per City nomenclature

10.1.2 Previous asbestos inspections or surveys that have found ACMs are present in the Work Area.

10.1.3 List of materials and locations of all hazardous material locations identified by City for abatement.

10.1.4 Description of Work: Describe the anticipated work scope.

10.1.5 Schedule with Phase/Task Anticipated Date(s) including:

10.1.5.1 Mobilization

10.1.5.2 Set-up of work area(s), containments

10.1.5.3 Abatement

10.1.5.4 Final Cleaning

10.1.5.5 Visual Inspection

10.1.5.6 Final Clearance (visual and air sampling)

10.1.5.7 Teardown

10.1.5.8 Demobilization

10.1.6 List of all equipment and materials to be used, such as the following:

HEPA Vacuums	Negative air filtration units
Scrapers	Manometers
Power saws	Shower facilities
Pry bars	Airless sprayers/compressors
Cutting shears	Cleaning detergents
Other hand tools	Solvents (must be approved by Owner)
Encapsulants/sealants	Roller/brushes
Gloves	Disposable coveralls
Respiratory protection	Eye & foot protection
Generators	

EXHIBIT A SCOPE OF SERVICES

10.1.7 Crew

10.1.7.1 List all workers and supervisors with emergency contact names and pagers.

10.1.7.2 Clearly identify the supervisor and competent person who have authority for all safety and health.

10.1.8 Control Measures and Work Practices

10.1.8.1 Describe in a narrative format specific work procedures, exposure/contamination controls, and engineering controls. Description shall include, but not be limited to, the following:

10.1.8.1.1 OSHA Class I, II, III and IV work, Wet methods

10.1.8.1.2 Negative pressure enclosure, Glove bag removal

10.1.8.1.3 Respiratory protection, HEPA vacuums

10.1.8.1.4 Mini-containments, Solvent removal of mastic

10.1.8.1.5 List other procedures

10.1.8.1.6 Respiratory Protection and Protective Clothing/Personal Protective Equipment.

10.1.9 List all respiratory protection including types and manufacturers which are anticipated for this project. Identify the phases of the project for which respirators will be required or likely to be required. List all personal protective equipment anticipated to be used on the project.

10.1.10 Decontamination/Personal Hygiene Facilities

10.1.10.1 Identify the types and locations of decontamination units to be used on this project. Specify use of disposable towels, soap, hot and cold water, and other supplies. Specify the required use of the facilities, including use of the facilities prior to eating, drinking, smoking and before leaving the project site.

10.1.10.2 Describe handling or treatment of asbestos-contaminated solid waste and wastewater.

10.1.11 Air Monitoring Data

10.1.11.1 Identify general worker air monitoring protocols to be followed on this project, including worker category classifications, frequency of monitoring, anticipated laboratory to be used for analysis, pump calibration techniques, etc. Identify the competent person responsible for conducting personal air monitoring.

10.1.11.2 Containment Diagram: Include a diagram (hand written is acceptable) of the work area(s) showing the work area perimeter in relation to the surrounding areas, locations of negative air machines and exhaust locations, direction of airflow, and decontamination areas.

10.1.12 Waste: Describe how all waste on this project will be packaged, labeled, stored, transported, manifested and disposed.

10.1.13 Date Prepared and Prepared By, including signature, printed name and title.

EXHIBIT A SCOPE OF SERVICES

11 REFERENCES

11.1 Contractor is responsible for compliance with all applicable laws, codes and regulations, as they may be revised, and relevant publications and standards. These include but are not limited to those set forth below, which form a part of this Scope of Services by reference. If there is a conflict between any of the listed laws, codes regulations or standards, then the most stringent or restrictive shall apply.

11.2 American National Standards Institute (ANSI) and American Society for Testing and Materials (ASTM)

ANSI Z9.2, 1979 (R 1991), Fundamentals Governing the Design and Operation of Local Exhaust Systems

ANSI Z87.1, 2003, Occupational and Educational Eye and Face Protection

ANSI Z88.2 1992, Respiratory Protection

ANSI Z89.1, 1986, Requirements for Protective Headgear for Industrial Workers

ANSI Z41, 1999, Personal Protection – Protective Footwear

ANSI Z88.6, 1984, Respiratory Protection – Respiratory Use Physical Qualifications for Personnel

ASTM C 732, 1982 (R 1987) Aging Effects of Artificial Weathering on Latex Sealants

ASTM D 522, 1993 (Rev. A) Mandrel Bend Test of Attached Organic Coatings

ASTM D 1331, Solutions of Surface-Active Agents

ASTM D 2794, 1993 Resistance of Coatings to the Effects of Rapid Deformation (Impact)

ASTM E 84, 1991 (Rev. A) Surface Burning Characteristics of Building Materials

ASTM E 96, 1994 Water Vapor Transmission of Materials

ASTM E 119, 1988 Fire Tests of Building Construction and Materials

ASTM E 736, 1992 Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members

ASTM E849, 1986 Safety and Health Requirement Relating to Occupational Exposure to Asbestos

ASTM E 1368, 1990 Visual Inspection of Asbestos Abatement Projects

ASTM E1494, 1992 Specifications for Encapsulants for Friable Asbestos-Containing Building Materials

11.3 California Code of Regulations (CCR)

CCR Title 8, Section 5208, General Industry - Asbestos

CCR CARS, Carcinogen and Asbestos Registration Sections 340-344.53, 341.6 Amended, and 341.9 Amended Through 341.14

CCR Title 8, Chapter 4, Subchapter 5, Electrical Safety Orders (ESO)

CCR Title 8, Section 1523, Illumination

CCR Title 8, Section 1529, Asbestos in the Construction Industry

EXHIBIT A SCOPE OF SERVICES

CCR Title 8, Section 1531, Construction Respiratory Protective Equipment
CCR Title 8, Section 3203, Injury and Illness Prevention Program
CCR Title 8, Section 3204, Access to Employee Exposure and Medical Records
CCR Title 8, Section 3220, Emergency Action Plan
CCR Title 8, Section 3221, Fire Prevention Plan
CCR Title 8, Section 5144, Respiratory Protection Equipment Standard
CCR Title 8, Section 5194, Hazard Communication Standard
CCR Title 8, Section 6003, Accident Prevention Signs
CCR Title 22, Division 4.5, commencing with Chapter 10
Title 22, Division 4.5, Chapter 12, Standards Applicable to Generators of Hazardous Waste

11.4 California Business and Professions Code, Sections 7058.5 and 7058.7, Certification

11.5 California Health and Safety Code, Division 20, commencing with Section 24200

11.6 California Labor Code, Division 5, Part 1, commencing with Section 6300

11.7 California Proposition 65, Safe Drinking Water and Toxic Enforcement Act of 1986

11.8 Code of Federal Regulations (CFR)

29 CFR 1910.134, Respiratory Protection
29 CFR 1910.141, Sanitation
29 CFR 1910.145, Accident Prevention Signs and Tags
29 CFR 1926.21, Safety Training and Education
29 CFR 1926.55, Gases, Vapors, Fumes, Dusts, and Mists
29 CFR 1926.65, Hazardous Waste Operations and Emergency Response
29 CFR 1926.59, Hazard Communication
29 CFR 1910.1000, Air Contaminants
29 CFR 1926.1101, Asbestos

40 CFR 61-SUBPART A, General Provisions
40 CFR 61-SUBPART M, National Emission Standard for Asbestos
40 CFR 260, Hazardous Waste Management Systems: General
40 CFR 745, Lead; Requirements for Lead-Based Paint Activities
40 CFR 763, Asbestos Containing Material in Schools

11.9 Bay Area Air Quality Management District, Regulation 11, Rule 2, Asbestos Demolition, Renovation and Manufacturing

11.10 Underwriters Laboratories, Inc. (UL)

UL 586-96, 1996 Test Performance of High-Efficiency Particulate Air Filter Units

**EXHIBIT B
COMPENSATION**

1. RATE SCHEDULE:

Contractor is to provide all labor, materials and equipment necessary for the removal of Asbestos and Lead in City facilities. All work is to be completed during normal working hours (Monday – Friday; 7:00AM – 5:00PM), and shall be billed at a fully burdened straight time rate. Contractor shall not schedule work such that overtime or holiday rates apply without prior approval of City.

1.1 Hourly Rates, Disposal Fees & Equipment Rental Markup:

WORKER DESCRIPTION	STRAIGHT TIME RATE	O/T RATE	HOLIDAY RATE
1. Asbestos Removal Specialist I	\$59.95	\$80.95	\$118.95
2. Asbestos Removal Specialist II	\$83.95	\$114.59	\$167.95
3. Asbestos Removal Worker, Laborer (Step III)	\$51.95	\$69.95	\$103.29
4. Lead Removal Worker, Laborer	\$83.95	\$114.59	\$167.95
DISPOSAL OF MATERIALS		COST PER DISPOSAL	
1. Disposal of Asbestos (40 yard Dumpster)		\$1,500.00	
2. Disposal of Asbestos (20 yard Dumpster)		\$1,150.00	
3. Disposal of Lead (55 Gallon Container/Drum)		\$475.00	
4. Disposal of Lead (32 Gallon Container or Less)		\$475.00	
RENTAL EQUIPMENT CHARGES		PERCENTAGE OF MARKUP ON RENTAL COST	
1. Contractor percentage of markup on rental equipment		10%	

2. Reimbursables

There shall be no reimbursable expenses other than for equipment rental.

3. Invoice

Contractor shall submit an invoice upon completion of the Work Order. The invoice shall include the Work Order number and a detailed break-down of invoiced items. City shall review the invoice submitted by Contractor within ten (10) business days of receipt of the invoice, and City shall notify Contractor of any discrepancies or deficiencies in said invoice.

EXHIBIT B COMPENSATION

4. Payment to Contractor and Deductions

Except as otherwise provided in this Agreement, City shall make payment within thirty (30) days of City's approval of Contractor's invoice. If City makes any payments or incurs any costs for which City is entitled to reimbursement from Contractor, City may deduct such reimbursement from any payment otherwise due to Contractor. City shall submit to Contractor written documentation in support of such deduction upon Contractor's request. In the event City does not deduct such reimbursement from Contractor's payment but submits to Contractor an invoice for reimbursement, Contractor shall reimburse City within thirty (30) days of receipt of such invoice.

5. CPI Adjustment

The Contractor's compensation rates may not increase during the initial term. Compensation rate increases for any subsequent option term are not automatic, and are at the discretion of the City. Any adjustment, if given by the City, shall be made on the anniversary of the commencement of the initial term, shall apply only to the hourly rates (not to disposal costs or equipment rental mark-up), and shall be calculated as follows:

- A. The base for computing the adjustment shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (with a base year of 1982-1984=100) for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor Statistics ("Index"), which is published most immediately preceding the commencement of the applicable option term ("Extension Index"), shall be compared with the Index published most immediately preceding the commencement date of the then expiring term ("Beginning Index"). If the Extension Index published has increased over or decreased under the Beginning Index, the compensation rates for the option term shall be set by multiplying the then expiring term's compensation rates by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. Upon adjustment of the compensation rates, the parties shall immediately execute a written amendment to the Agreement setting forth the new compensation rates, and attach the same as a revised exhibit to the Agreement.
- B. If the Index is changed so that the base year differs from that used as of the month immediately preceding the Agreement's commencement date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of the Agreement such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.
- C. The preceding provision of this Section notwithstanding, the adjustment of any compensation rates for any option term shall not exceed 5% of the previous term's compensation rates.
- D. For the purpose of illustration only, if a Beginning Index is 115 and the Extension Index is 124, the compensation rate to be paid during the extension term shall be: \$ X (the then expiring term's monthly compensation rate) multiplied by 124/115.

EXHIBIT C INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001; and
2. The coverage provided by Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
4. Contractor's Pollution Liability Insurance, including coverage for all operations, completed operations and professional services (without exclusion for asbestos or lead); and

There shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Contractor's Pollution Liability: \$1,000,000 each occurrence/aggregate limit.

EXHIBIT C
INSURANCE REQUIREMENTS

C. Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

D. Other Insurance Provisions:

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

1. General Liability and Automobile Liability Coverages

- a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

1. Workers' Compensation and Employers Liability

- a. Coverage shall be endorsed to state waiver of subrogation against the Agency, the City, their officials, employees, agents and contractors.

EXHIBIT C INSURANCE REQUIREMENTS

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

3. Duration

- a. Commercial General Liability, Pollution Liability coverages shall be maintained continuously for a minimum of five (5) years after completion of work under this AGREEMENT.
- b. If any of such coverages are written on a claims-made basis, the following requirements apply:
 1. The policy retroactive date must precede the date work commenced under this AGREEMENT.
 2. If the policy is cancelled or non-renewed and coverage cannot be procured with the original retroactive date, CONTRACTOR must purchase an extended reporting period equal to or greater than five (5) years after completion of work under this AGREEMENT.

F. Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

G. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

EXHIBIT C
INSURANCE REQUIREMENTS

City of San José – Human Resources
Risk Management
200 East Santa Clara St., 2nd Floor Wing
San José, CA 95113-1905

H. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.



EXHIBIT D
LABOR COMPLIANCE ADDENDUM
SAN JOSÉ LIVING WAGE AND PREVAILING WAGE POLICIES

AGREEMENT TITLE:	AGREEMENT FOR REMOVAL OF LEAD AND ASBESTOS FROM CITY FACILITIES
CONTRACTOR Name and Address:	Plant Hazardous Services, Inc. 3716 San Pablo Dam Rd. Suite 1 El Sobrante, CA 94803

By executing this Addendum, Contractor acknowledges and agrees that the work performed pursuant to the above referenced Agreement or Service Order, *including all renewals and extensions*, is subject to all applicable provisions.

Payment of Minimum Compensation to Employees. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate and/or Living Wage Rate as indicated in the attached Exhibit(s) titled **Work Classification and/or Living Wage Determination**.

A. Prevailing Wage Requirements. California Labor Code and/ or Resolutions of the San Jose City Council require the payment of not less than the general prevailing rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

B. Living Wage Requirements. Any person employed by Contractor or subcontractor or City financial recipient or any sub recipient whose compensation is attributable to the City's financial assistance, who meets the following requirements is considered a covered employee. The employee: 1) is not a person who provides volunteer services, that are uncompensated except for reimbursement of expenses such as meals, parking or transportation; 2) spends at least half of his or her time on work for the City [4 hours a day or 20 hours a week]; 3) is at least eighteen (18) years of age; and 4) is not in training for the period of training specified under training standards approved by the City.

C. Reports. Contractor shall file a completed and executed copy of this Addendum with the Department of Finance. Upon award the Department of Finance shall provide the contractor with compliance documents to be completed and returned (with supporting documentation) to the Office of Equality Assurance. **These documents must be returned within 10 days of receipt.** Contractor shall not perform on site work on this contract until labor compliance documents are filed. Contractor shall also report additional information, including certified payrolls, as requested by Director of Equality Assurance to assure adherence to the Policy.

D. Coexistence with Any Other Employee Rights. These provisions shall not be construed to limit an employee's ability to bring any legal action for violation of any rights of the employee.

E. Audit Rights. All records or documents required to be kept pursuant to this Agreement to verify compliance with the Wage Requirement shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this Contract.

F. Enforcement.

1. **General.** Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Agreement, it is required to comply with the Wage Requirement and to submit certain documentation to the City establishing its compliance with such requirement. ("Documentation Provision.") Contractor further acknowledges the City has determined that the Wage Requirement promotes each of the following (collectively "Goals"):

- a. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
- b. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
- c. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San Jose.
- d. It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.

2. **Remedies for Contractor's Breach of Prevailing Wage/Living Wage Provisions.**

- a. **WITHHOLDING OF PAYMENT:** Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Requirement and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Requirement. In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Requirement, is an express condition of City's obligation to make each payment due to the Contractor pursuant to this Agreement. **THE CITY IS NOT OBLIGATED TO MAKE ANY PAYMENT DUE THE CONTRACTOR UNTIL CONTRACTOR HAS PERFORMED ALL OF ITS OBLIGATIONS UNDER THESE**

PROVISIONS. THIS PROVISION MEANS THAT CITY CAN WITHOLD ALL OR PART OF A PAYMENT TO CONTRACTOR UNTIL ALL REQUIRED DOCUMENTATION IS SUBMITTED. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of the Wage Requirement or the Documentation Provision.

- b. **RESTITUTION:** Require the employer to pay any amounts underpaid in violation of the required payments and City's administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the City.
- c. **SUSPENSION OR TERMINATION:** Suspend and/or terminate Agreement for cause;
- d. **DEBARMENT:** Debar Contractor or subcontractor from future City contracts and/or deem the recipient ineligible for future financial assistance.
- e. **LIQUIDATED DAMAGES FOR BREACH OF WAGE PROVISION:** Contractor agrees its breach of the Wage Requirement would cause the City damage by undermining the Goals, and City's damage would not be remedied by Contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid. The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Requirement would be impracticable and/or extremely difficult. **THEREFORE, THE PARTIES AGREE THAT, IN THE EVENT OF SUCH A BREACH, CONTRACTOR SHALL PAY TO THE CITY AS LIQUIDATED DAMAGES THE SUM OF THREE (3) TIMES THE DIFFERENCE BETWEEN THE ACTUAL AMOUNT OF WAGES PAID AND THE AMOUNT OF WAGES THAT SHOULD HAVE BEEN PAID.**

City

Contractor

By _____

Name: Mark Giovannetti

Title: Purchasing Officer

Date: _____

By  _____

Name: Jack G. Jotta

Title: CEO/Pres

Date: 10-1-2010

WAGE REQUIREMENTS AND INFORMATION

Pursuant to City of San Jose Prevailing Wage and Living Wage Policies, Contractor and any subcontractor shall be obligated to pay not less than the prevailing wage or living wage in accordance with the requirements of this policy document, and the Wage Determination as indicated in Exhibit 1 to this attachment.

I. CITY COUNCIL WAGE POLICY

A. Prevailing Wage Policy

California Labor Code and/or Resolutions of the City of San Jose require the payment of not less than the general rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations.

Prevailing Wages established by the California Department of Industrial Relations shall be the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement.

Prevailing Wages established by the City of San Jose shall mean the wages paid under a collective bargaining agreement between the Contractor and a recognized union representing workers who perform services pursuant to this agreement; or

If there is no collective bargaining agreement as described above, not less than the prevailing rate of per diem wages for the employee craft/classification as determined by the City of San Jose's Office of Equality Assurance.

The City's Prevailing Wage will be subject to annual adjustment on the anniversary date of the agreement. Adjustment will be based on the U.S. Department of Labor/Bureau of Labor Statistics Consumer Price Index, All Items, for all Urban Consumers [CPI-U] for San Francisco-Oakland-San Jose.

The Craft Classification Determination for work included in this solicitation is included as Exhibit 1 to this document.

B. Reports

The Office of Equality Assurance will monitor the payment of prevailing and living wages by requiring the awarded Contractor and all Subcontractors to file a LABOR COMPLIANCE WORKFORCE STATEMENT and LABOR COMPLIANCE FRINGE BENEFIT STATEMENT with supporting documentation.

The awarded Contractor and Subcontractors shall also report such other additional information, including certified payrolls, as requested by the Director of Equality Assurance to ensure adherence to the Policies.

Labor compliance statements must be filed in the Office of Equality Assurance within 10 days of execution of this Agreement at the address below.

City of San José
Office of Equality Assurance
200 East Santa Clara Street
Fifth Floor
San José, CA 95113
Phone: 408-535-8430

NOTE: THIS EXHIBIT INCLUDES THE LABOR COMPLIANCE WORKFORCE STATEMENT AND LABOR COMPLIANCE FRINGE BENEFIT STATEMENT TO BE SUBMITTED BY THE AWARDED CONTRACTOR ONLY. DO NOT SUBMIT THESE FORMS WITH YOUR PROPOSAL.

C. EMPLOYEE WORK ENVIRONMENT EVALUATION (Third Tier Review)

All service or labor agreements are required to undergo an Employee Work Environment Evaluation, commonly referred to as “Third Tier Review.” This Review looks into a proposer’s history as an employer and work condition commitments. East proposer is required to complete an Employee Work Environment Questionnaire and return it with the proposal.

If the Questionnaire is not returned, the proposal will be deemed to be non-responsive. All proposals are required to address: employee health benefits; compensated days off; employee complaint procedures; compliance with state and federal workplace standards; Employee Retention requirements, if applicable; and Service Disruption/Labor Peace provisions, if applicable.

D. ENFORCEMENT

a. General

Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Contract, it is required to pay workers either a prevailing or living wage (“Wage Provision”) and to submit certain documentation to the City establishing its compliance with such requirement. (“Documentation Provision.”) Contractor further acknowledges the City has determined that the Wage Provision promotes each of the following (collectively “Goals”):

- i. It protects City job opportunities and stimulates the City’s economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
- ii. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.

- iii. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San Jose.
 - iv. It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.
- b. Remedies for Contractor's Breach of Prevailing Wage/Living Wage Provisions
- i. **Withholding Of Payment:** Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Requirement and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Requirement. In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Requirement, is an express condition of City's obligation to make each payment due to the Contractor pursuant to this Agreement. The City is not obligated to make any payment due the Contractor until Contractor has performed all of its obligations under these Provisions. This Provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of the Wage Provision or the Documentation Provision.
 - ii. **Restitution:** Contractor agrees that in the event of a breach of its obligations it will pay any amounts underpaid in violation of the required payments and City's administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the City.
 - iii. **Liquidated Damages For Breach Of Wage Provision:** Contractor agrees its breach of the Wage Requirement would cause the City damage by undermining the Goals, and City's damage would not be remedied by Contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing/living wage and the longer the amount of time over which such wages were not paid. The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Requirement would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, Contractor shall pay to the City as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should have been paid.

- iv. **Additional Remedies:** Contractor agrees that in addition to the remedies set forth above City retains the right to suspend or terminate the Agreement for cause and to debar Contractor or subcontractors from future City contracts and/or deem the recipient ineligible for future financial assistance.

E. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Contract to verify compliance with the Wage Provision shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this Contract.

F. COEXISTENCE WITH ANY OTHER EMPLOYEE RIGHTS

These provisions shall not be construed to limit an employee's ability to bring any legal action for violation of any rights of the employee.



City of San José Wage Determination

CONTRACT SCOPE: Lead and Asbestos Abatement

Contracts governed by both the City of San Jose’s Living Wage Policy (Resolution No. 68900) and its Prevailing Wage Policy (Resolution No. 61144) are subject to the Policy with the higher wage requirements.

PREVAILING WAGE

Type of Work	Classification
Asbestos Removal	Asbestos Removal Worker (Laborer) Page 52B/DIR Wage Deter. Exp. 11/30/09*
Lead Removal	Lead Removal Worker (Laborer) Page 52B/DIR Wage Deter. Exp. 11/30/09*

NOTE: Specific rates must be determined by conforming the scope of work to the appropriate craft classification group (i.e., Asbestos Removal Specialist I, II). **Asbestos Removal Worker Step I & II not allowed.**

For work not expressly identified above, please refer to the Department of Industrial Relations website referenced on Page 2 of this Attachment of the RFP. Conform the work to the appropriate craft classification listed in the General Prevailing Wage Determination made by the Director of Industrial Relations.

EXHIBIT D-2



**LABOR COMPLIANCE
FRINGE BENEFIT STATEMENT**

CONTRACTOR NAME: _____

CONTRACT: _____

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds, or programs as listed below:

Classification	Fringe Benefit Hourly Amount	Name of the Plan or Fund (Attach Premium Transmittal)
1. Documentation of Plan contribution <u>must</u> be returned with this statement Please attach a copy of your most recent transmission into each medical, pension, or profit sharing plan account indicating worker name and amount of contribution.	Vacation \$ _____	_____
	Health & Welfare \$ _____	_____
	Pension \$ _____	_____
	Apprentice \$ _____	_____
	Other (specify) \$ _____	_____
2. _____	Vacation \$ _____	_____
	Health & Welfare \$ _____	_____
	Pension \$ _____	_____
	Apprentice \$ _____	_____
	Other (specify) \$ _____	_____
3. _____	Vacation \$ _____	_____
	Health & Welfare \$ _____	_____

Pension	_____
\$	_____
Apprentice	_____
\$	_____
Other (specify)	_____
\$	_____

All (or some) fringes are paid in cash by adding the amount to the employee's basic hourly rate.

Company Name (Please Print)

Name and Title (Please Print)

**EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

AGREEMENT TITLE:	Agreement for ---
CONTRACTOR Name and Address:	
DATE:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section ___ of the Agreement referenced above, the City of San Jose hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
-------------------	--

NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
---	--

Pursuant to Section ___ of the Agreement the Rates of Compensation are hereby adjusted as follows:

(use attachment if necessary)

Please see attachment

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San Jose hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

<p>CITY OF SAN JOSE a municipal corporation</p> <p>_____</p> <p>Name: Title: Purchasing Officer</p>
--

EXHIBIT F

Bond Number: _____

CONTRACTOR'S PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF SAN JOSE, a municipal corporation of the State of California, (hereinafter designated as "Public Entity"), is about to enter into a certain contract with _____, a _____, as Principal, namely, "Contract for: _____", for the work hereinafter briefly described, to wit: Specifications for _____ and more fully described in and required by said contract, the award of which said Contract was made to said Principal by the City of San Jose on _____.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract.

NOW, THEREFORE, we, the Principal and _____ incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ and **/100 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, subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to any work or labor performed or materials supplied by any such claimant, which said work, labor or materials are covered by the said contract and any amendments, changes, change orders, additions, alterations, or modifications thereof, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and their Subcontractors, pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of

improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released

EXHIBIT F

from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of their claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, modification, rescission or attempted rescission, herein mentioned.

It is further stipulated and agreed that no final settlement between the Public Entity and the Contractor with reference to the work, shall abridge the right of any beneficiary hereunder whose claims may be unsatisfied.

This bond is executed and delivered to comply with requirements of the City of San Jose, and to comply with the provisions of Title 15, Chapters 5 and 7 of Part 4, Division 3 of the Civil Code of the State of California.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL

SURETY

Legal Company Name

By: _____
Title: _____

By: _____
Title: _____

By:
Title:

Address _____

Telephone _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Approved by the City Attorney of the City of San Jose on the _____ day of
_____ 20____.

By: _____
Deputy City Attorney