

PROJECT MANUAL

ENCINAL ELEMENTARY SCHOOL ADMINISTRATION BUILDING MODERNIZATION

INFORMAL BID
#001-2019-02

MENLO PARK CITY SCHOOL DISTRICT



LIST OF DRAWINGS

DRAWINGS:

DSA-Approved Plans dated April 3, 2019 (40 sheets)

TECHNICAL SPECIFICATIONS:

DSA-Approved Project Manual dated April 3, 2019 (336 pages)

REFERENCE DOCUMENTS:

- DSA-103: List of Required Structural Tests & Special Inspections (5 pages)
- Section 02078: Hazardous Material Abatement Scope of Work (Specification) (26 pages, attached)
- Section 02078: Hazardous Material Abatement Scope of Work – Attachment 1 (3 pages, attached)
- Section 02078: Hazardous Material Abatement Unit Pricing Form – Attachment 2 (1 page, attached)

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Menlo Park City School District ("District" or "Owner") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. **Project.** Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

Bid #001-2019-02:
Encinal Elementary School
Administration Building Modernization

2. **Sealed Bids.** District will receive sealed Bids from Bidders as indicated in the Notice to Bidders and each Bidder shall ensure that its Bid:
 - a. Is sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids;
 - b. Contains all documents as required herein; and
 - c. Is submitted by date and time shown in the Notice to Bidders.
3. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids.
4. **Bid Form.** Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.
5. **Complete Bids.** Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form:
 - Bid Bond or other security
 - Designated Subcontractors List
 - Site-Visit Certification, if a site visit was required
 - Noncollusion Declaration
 - a. **Bid Bond or Other Security.** Bidders must submit their Bid Form with cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of their base Bid amount, including all additive alternates. Required form of corporate surety, Bid Bond, is provided by District and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
 - b. **Designated Subcontractors List.** Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or

specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.

- c. **Site Visit Certification.** If a mandatory pre-bid conference and site visit ("Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions presented at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
 - d. **Noncollusion Declaration.** Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.
6. **Erasures.** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
 7. **Words / Numerals.** Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.
 8. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
 9. **Contractor Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Bidder and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract.
 10. **Bidder Diligence.** Submission of Bid signifies careful examination of the Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has visited the Project Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance

or furnishing of Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by the Instructions to Bidders and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. **Conditions Shown on the Contract Documents:** Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
 - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. **Conditions Shown in Reports and Drawings Supplied for Informational Purposes:** Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
 - (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Project Site that have been utilized by Architect in preparing the Contract Documents; and Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Project Site that

has been utilized by Architect in preparing the Contract Documents.

- ② These reports and drawings are **not** Contract Documents and, except for any “technical” data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
11. **As-Builts.** Bidders may examine any available “as-built” drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of “as-built” drawings. The document entitled Existing Conditions applies to all supplied “as-built” drawings.
 12. **Questions.** All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 13. **Addenda.** Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by the District. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from the District.
 14. **Substitution for Specified Items.** Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. All requests must comply with the requirements specified in the Special Conditions, the Specifications and the following:
 - a. **Request for Substitution Prior to Bid.**
 - ① District must receive any request for substitution a minimum of **SEVEN (7)** calendar days prior to the date of bid opening.
 - ② The District’s denial of a substitution request prior to the date of bid opening shall be conclusive, requiring Bidders to list only approved items. The District is not responsible and/or liable in any way for a Bidder’s damages and/or claims related, in any way, to that Bidder’s basing its bid on any requested substitution that the District has not approved. Bidder’s Bid shall be deemed non-responsive if it identifies a product or manufacturer of a non-approved substitution.
 - ③ Approved substitutions shall be listed in Addenda.
 - ④ District reserves the right not to act upon submittals of substitutions until after the date of bid opening.
 - b. **Request for Substitution after Bid Award.** Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions.
 15. **Information with Request.** Requests for substitutions shall contain sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

16. **Alternates.** The Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction, that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders.
17. **Notice of Award.** The Bidder awarded the Contract shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to, among other remedies, make a claim against Bidder's Bid Bond or deposit Bidder's cash, cashier's check, or certified check. The proceeds thereof may be retained by District as liquidated damages, in District's sole discretion.
 - a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - c. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Insurance Certificates and Endorsements as required.
 - e. Workers' Compensation Certification.
 - f. Prevailing Wage and Related Labor Requirements Certification.
 - g. Hazardous Materials Certification.
 - h. Lead-Based Materials Certification.
 - i. Criminal Background Investigation/Fingerprinting Certification.
18. **Notice to Proceed.** District may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Upon receipt of the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation or additional time when the Notice to Proceed is issued within the 3-month period.
 - a. The District may postpone issuing the Notice to Proceed beyond the 3-month period, upon reasonable notice to Contractor.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond the 3-month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond the 3-month period shall be by written notice to District within **SEVEN (7)** calendar days after receipt by Contractor of District's notice of postponement.
 - c. It is further understood by Contractor that in the event Contractor terminates the Contract as a result of postponement by the District, District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.

- d. Should Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
19. **Bid Protests.** Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the **SECOND(2nd)** Business Day following the date of bid opening.
- a. The protest must contain a complete statement of any and all bases for the protest.
 - b. The protest must refer to the specific portions of all documents that form the bases for the protest.
 - c. The protest must include the name, address and telephone number of the person representing the protesting party.
 - d. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - e. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
20. **Rejection of Bids.** District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).
21. **Bidder Responsibility.** Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF OCUMENT

MENLO PARK CITY SCHOOL DISTRICT

BID FORM FOR

PROJECT: BID# 001-2019-02
ENCINAL ELEMENTARY SCHOOL
ADMINISTRATION BUILDING MODERNIZATION

Contractor will perform the Work defined in the Contract Documents and fully understands the scope of Work required in this bid and accepts in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____
TOTAL BASE BID

ADDITIVE / DEDUCTIVE ALTERNATES:

NO ALTERNATES

1. **Work.** Contractor has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents.
2. **Schedule.** Contractor agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.
3. **Subcontractors.** Contractor shall identify the **name, location** of the place of business, California Contractor State License Number, DIR Registration Number, and kind of work of each subcontractor that will perform work or labor or render service in or about the construction of the Work or improvement in an amount in excess of one-half of 1 percent (0.5%) of the Contractor's total bid. Use extra sheets/extra space as needed.

[Name]: _____ [Location]: _____ [CSLB Lic. #] and [DIR Reg. #]: _____ [Kind of Work]: _____

4. **Bid Bond.** Contractor shall provide with its bid a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If a bid bond accompanies the bid/proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District and in the form attached hereto. The certified or cashier's check or bond shall be given as a guarantee that Contractor will enter into the Contract if awarded the Work, and in the case of refusal or failure to enter into the Contract, the District shall have the right to award to another bidder. If Contractor fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.

5. **Noncollusion Declaration.** Contractor shall provide with its bid the Noncollusion Declaration in the form attached hereto.
6. **License.** Contractor certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of Work required under the terms of the Contract Documents. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
7. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>). In addition, if awarded a contract, Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.
8. **Contractor Registration.** Contractor shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Contractor and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid, be listed in a bid or proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of the Contract.
9. **Bid Protests.** Any bid protest by any Contractor regarding any other bid on this Project must be submitted in writing to the District to: **Ahmad Sheikholeslami** at the District office located at **181 Encinal Avenue, Atherton, CA 94027** before **5:00 p.m.** of the **SECOND (2ND)** business day following the date of bid opening, or the Contractor waives its right to protest. The protest must contain a complete statement of any and all bases for the protest and the Contractor must concurrently transmit a copy of the protest to all other bidders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
10. **Addenda.** Receipt and acceptance of the following addenda is hereby acknowledged.

No.: _____	Date: _____
No.: _____	Date: _____

11. **CONTRACT FORM. DISTRICT'S CONTRACT FORM IS PART OF THE CONTRACT DOCUMENTS. THE SCOPE OF THE PROJECT IS AS DESCRIBED IN EXHIBIT A TO THE CONTRACT. THE SUCCESSFUL CONTRACTOR SHALL, WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE THAT IT HAS BEEN AWARDED THE CONTRACT, BE REQUIRED TO PROVIDE TO THE DISTRICT ALL CERTIFICATIONS, BONDS, INSURANCE DOCUMENTS, CONSTRUCTION SCHEDULE, SUBCONTRACTOR LIST AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE CONTRACT.**

Contractor hereby certifies to the District that all representations, certifications, and statements made by Contractor, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Name of Contractor _____

Signed by _____

MENLO PARK CITY SCHOOL DISTRICT
Encinal Elementary School
Administration Building Modernization

Title of Signer _____

Address of Contractor _____

Contractor's Taxpayer's Identification No. _____

Department of Industrial Relations (DIR) Registration No. of Contractor _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

 No.: _____ Class: _____ Expiration Date: _____

BID BOND (SECURITY)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal ("Principal"),

and _____ as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the **Menlo Park City School District** ("District"), State of California as Obligee, in the sum of

_____ (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

**MENLO PARK CITY SCHOOL DISTRICT
Encinal Elementary School
Administration Building Modernization**

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

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

SITE-VISIT CERTIFICATION

PROJECT: **Bid #001-2019-02**
 Encinal Elementary School
 Administration Building Modernization

Check whichever option applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____(Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully relieves and releases the Menlo Park City School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any liability for any monetary or other damage(s), related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID FORM

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**,

the party making the foregoing Contract.

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

CONTRACT FOR
BID #001-2019-02
ENCINAL ELEMENTARY SCHOOL
ADMINISTRATION BUILDING MODERNIZATION

THIS CONTRACT is made and entered into this _____ day of _____, 20____ (“Contract”), by and between _____ (“Contractor”) and **Menlo Park City School District** (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of _____ Dollars (\$ _____) (“Contract Price”), the following repairs, maintenance or construction services (“Services” or “Work”):

**Administration Building Modernization at Encinal Elementary School
per Bid #001-2019-02 Contract Documents**

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
3. **Site.** Contractor shall perform the Work at **Encinal Elementary School** (“Premises” or “Site”). The Project is the scope of Work performed at the Site.
4. **Contract Time & Liquidated Damages.** Work shall be completed by **October 25, 2019**, one hundred twenty-three (**123**) consecutive calendar days from the date specified in the District’s Notice to Proceed. (“Contract Time”) Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **One Thousand Dollars (\$1,000.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
5. **Bonds & Insurance.**
 - a. **Payment Bond & Performance Bond:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
 - b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers’ Liability	\$1,000,000
Builder’s Risk (Course of Construction)	Issued for the value and scope of work.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

- 6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by **Ahmad Sheikholeslami, Chief Business and Operations Officer** of the Menlo Park City School District. The architect for the Project is **HED** ("Architect").
- 7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.
- 8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Bid Form | <input checked="" type="checkbox"/> Drug-Free Workplace Certification |
| <input checked="" type="checkbox"/> Bid Bond | <input checked="" type="checkbox"/> Lead-Product(s) Certification |
| <input checked="" type="checkbox"/> Notice to Proceed | <input type="checkbox"/> Roofing Contract Financial Interest Certification |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> Noncollusion Declaration | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Prevailing Wage Certification | <input checked="" type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input type="checkbox"/> Exhibit A ("Scope of Work") |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification | <input checked="" type="checkbox"/> Work Specifications |
| <input checked="" type="checkbox"/> Tobacco-Free Certification | <input type="checkbox"/> _____ [Other] |

- 9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

Menlo Park City School District
Attn: Ahmad Sheikholeslami
Chief Business and Operations Officer
 181 Encinal Avenue
 Atherton, CA 94027

Contractor: _____

Attn: _____

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____, 20__

Dated: _____, 20__

Menlo Park City School District

_____ Contractor

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Contractor:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: _____

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

4. SUBCONTRACTORS: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

5. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

6. SAFETY AND SECURITY: Contractor is responsible for

maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

7. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

8. TRENCH SHORING: If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

9. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the

Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

10. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

12. DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY: No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

13. FINGERPRINTING: Contractor shall comply at all times with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

14. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

15. FAILURE TO PERFORM. If the District at any time believes that the Contractor is behind schedule, is failing to construct the Project pursuant to the Contract Documents or is otherwise failing to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

16. SUBSTITUTIONS: No substitutions of material from those

specified in the Work Specifications shall be made without the prior written approval of the District.

17. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

18. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. ACCESS TO WORK: District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

20. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

21. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

22. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

23. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

24. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

25. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with

this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

27. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

28. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

29. ANTI-DISCRIMINATION: It is the policy of the District that in

connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

30. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

32. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

33. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

34. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

§ Claim. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return

receipt requested for:

- (1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
- (2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or
- (3) Payment of an amount that is disputed by the District.

§ Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

§ Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

§ Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45)

days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

§ District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

§ Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

§ Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or

any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

§ Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

§ Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

§ Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

35. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

§ The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

§ District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

§ Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

§ Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

§ Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).

§ Copies of the prevailing rate of per diem wages are on file with the District.

§ Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

36. PAYROLL RECORDS: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

37. AUDIT: Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

39. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

40. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

41. BINDING CONTRACT: This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall

inure to the benefit of the Parties and their successors and assigns.

42. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

43. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of

the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

44. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work , a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor shall comply with all the provisions outlined herein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION (Public Contract Code § 3006)

PROJECT/CONTRACT NO.: _____ between _____ School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I, _____ [Your Name], _____ [Firm Name] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [Your Name], _____ [Firm Name] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Your Name], _____ [Firm Name] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Address of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

..

The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Menlo Park City School District** ("District") and _____
_____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation,
necessary, convenient, and proper to perform the following project:

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract,
are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound
unto the Board of the District in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, 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, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (____) ____-_____

Fax No.: (____) ____-_____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____, 20__.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Menlo Park City School District** ("District") and _____
_____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation,
necessary, convenient, and proper to

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract,
are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a
good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract
price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of
California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound
unto the Board of the District in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of
Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators,
successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies,
used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for
amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an
amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable
attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and
corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right
of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and
remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of
the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive
notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____, 20____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

**SECTION 02078
HAZARDOUS MATERIAL ABATEMENT
SCOPE OF WORK**

**ENCINAL ELEMENTARY SCHOOL
ADMINISTRATION BUILDING MODERNIZATION
95 ENCINAL AVENUE
ATHERTON, CA 94027**

PART 1: GENERAL

1.1 RELATED DOCUMENTS

- A. Refer to Owner for Related documents. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, may apply to the work of this Section.
- B. Material identified will require abatement as part of the modernization project. Contractor to review all construction documents including Section 02078 Attachment 1 to coordinate scope of the removal work.
- C. The Contractor is responsible for determining locations and quantity of material to be removed (i.e. reviewing complete set of architectural drawings, as-built drawings, taking measurements, determining the scope of demolition and spot removal of the materials identified below, etc.). Contractors to review all construction documents to coordinate scope of the removal work.

1.2 SUMMARY OF WORK

- A. The work specified under this Section shall apply to the removal of asbestos and lead containing materials, light ballasts, universal hazardous waste, mercury-containing light tubes and thermostats as part of the Encinal Elementary School Administration Building Modernization.
- B. The scope of the work to be performed includes the locations listed in Attachment 1 of this Section (Section 02078). Contractors to review all construction documents to coordinate scope of the removal work.
- C. All hazardous materials will be handled and/or removed from the designated areas in a manner that conforms to the intent of all health and safety laws and regulations and endangers none of the workers performing this task. In those instances where the provisions of this job specification differ from published government safety regulations, the more stringent of the two shall take precedence.

- D. Abatement Contractor shall furnish all labor, materials, services, permits, insurance, and equipment that is necessary to perform the following activities in accordance with federal, state and local regulations:
1. Pre-Cleaning - Thoroughly HEPA vacuum and wet wipe all suspect asbestos and lead-containing dust and debris from any fixed objects, floors, or other equipment which may be enclosed within the remedial work area.
 2. Wall and Ceiling Material Floor Material - Remove and dispose of multi-layered asbestos wall and ceiling material including fiberboard, drywall systems, plasters, etc.
 3. Thermal System Insulation - Remove and dispose of asbestos-containing pipe insulation and duct tape. Where applicable, the Abatement Contractor is responsible for any necessary demolition (i.e. plaster, wood, drywall, soil and/or concrete) to access insulated pipe systems; Demo shall be performed under full containment (negative pressure enclosure) in order to access asbestos.
 4. Roofing Material – Remove and dispose of asbestos roofing material which is present beneath non-asbestos roofing systems in most areas.
 5. Fluorescent Light Tubes and Ballasts – Remove and dispose of fluorescent light tubes and ballasts.
 6. Mercury Thermostats – Remove and dispose of mercury containing thermostats.
 7. Universal Hazardous Waste - Remove and dispose of Universal Hazardous Waste.

1.3 SEQUENCE

- A. All work completed as part of this Section shall be conducted in accordance with the project sequencing. Multiple mobilizations may be required in order to complete the scope of work.

1.4 PROJECT CONDITIONS

- A. General: Any planned construction activity related to the Menlo Park City School District, Encinal Elementary, Administration Building Modernization project.
1. California operations or programming must be identified, defined, discussed and scheduled in advance with the Owner.
 2. Adjacent buildings will be occupied and fully operational throughout the duration of this project; consequently, the Abatement Contractor shall coordinate its crew and work closely with the Owner to prevent potential unnecessary interruptions to these facilities.
 3. The Owner and Authorized Visitors shall have access to the building with the exception of regulated work areas and containments where hazardous material abatement is occurring.
 4. The Environmental Consultant shall have full access to the building during the abatement periods.

- B. Asbestos clearance:
1. The Environmental Consultant shall perform a visual clearance followed by post-encapsulation air clearance (PCM or TEM as appropriate). Clearance samples will be collected in each work area upon completion of abatement activities. Failure of visual or air clearance shall result in Abatement Contractor recleaning and retesting at the Abatement Contractor's expense.
- C. Lead clearance:
1. The Environmental Consultant shall perform a visual clearance first followed by wipe samples as appropriate. Failure of visual or dust-wipe clearance shall result in Abatement Contractor recleaning and Environmental Consultant retesting at the Abatement Contractor's expense.
- D. Asbestos and lead exposure samples:
1. The Abatement Contractor shall submit its personnel's personal asbestos and lead exposure samples results of the first shift before the end of the second shift and shall continue to submit results of the previous shifts on a daily basis until the completion of the project. These samples results shall be submitted to the Owner through the Environmental Consultant.
 2. The Abatement Contractor shall post its personnel's personal samples results on the job board and in other designated places on a daily basis.
- E. The Abatement Contractor shall immediately address any Safety & Health problems reflected on the previous day's results with the Environmental Consultant and shall immediately rectify the potential cause of the problem.
- F. The Abatement Contractor shall submit readable Daily Reports to the Owner on a timely and consistent manner.
- G. The Abatement Contractor shall conduct daily cleaning of the work and surrounding areas throughout and at the end of each shift.

PART 2: SUBMITTALS

2.1 PROJECT SUBMITTALS

A. Asbestos:

1. Submit the following, at least seven (7) calendar days prior to the Commencement of the Abatement Work:
 - a) Proof of current Abatement Contractor's license (CSLB) with an asbestos certification.
 - b) Proof of current California Department of Health Services (DOHS) Asbestos Abatement Contractor's registration certification.
 - c) Valid and current BAAQMD notification for the Project (as applicable).
 - d) Cal/OSHA 24-hour notice per 8 CCR 1529.
 - e) Current Asbestos Hazard Emergency Response Act (AHERA) training certifications - supervisor/competent persons.
 - f) Current AHERA training certifications - workers.
 - g) Respiratory fit test records within past 6 months.
 - h) Annual medical examination approvals for respirator use.
 - i) Written asbestos abatement work plan and schedule as part of the Abatement Contractor's Hazardous Materials Management Plan (HMMP). See 2.1.N for asbestos abatement work plan details.
 - j) Safety Data Sheets (SDS) for chemicals intended to be used in this project.
 - k) Emergency phone number and pager/cell phone listing.
 - l) DOP testing of negative pressure units and vacuums.
 - m) Rotometer calibration data within past 6 months.

2. Submit the following within five (5) calendar days of the request by the Owner or within five (5) calendar days of completion of the asbestos abatement or hazard control work.
 - a) Abatement Contractor personal air-monitoring data.
 - b) Updated worker documentation, as needed.
 - c) Daily boundary access logs.
 - d) Daily negative pressure records, as applicable.
 - e) Copies of updated schedules and notices to regulatory agencies, as needed.
 - f) Receipt and weight tickets from landfill operator or incinerator, as applicable.
 - g) Copies of completed uniform waste manifests.
 - h) Certification of Completion.

B. Lead-Based Paint:

1. Submit the following at least seven (7) calendar days prior to commencement of the lead-related work:
 - a) Current California Department of Public Health (CDPH) supervisor and worker training certificate and CDPH accreditations.
 - b) Current lead awareness refresher training certificates.
 - c) Respiratory fit test records within past 6 months.
 - d) Annual Medical Examination approvals.
 - e) Blood lead tests within past 30 days.
 - f) Material Safety Data Sheets for chemicals, encapsulants, and primers intended to be used in this project.
 - g) Lead Hazard Control Plan pursuant to 8 CCR 1532.1: Procedures for minimizing and controlling the migration of lead from disturbance of lead-containing materials including a written lead hazard or lead abatement work plan and schedule as part of the Abatement Contractor's Hazardous Materials Management Plan (HMMP).
 - h) OSHA Lead notification form.
 - i) OSHA Lead Compliance Plan: Submit a detailed plan of the procedures proposed in order to comply with the requirements of 29 CFR 1926.62 and Cal-OSHA Title 8 Section 1532.1. Include in the plan all components required under the standard.

2. Submit the following within five (5) calendar days of the request by the Owner or within five (5) calendar days of completion of the lead abatement or hazard control work.
 - a) Updated worker documentation, as needed.
 - b) Abatement Contractor periodic personal air monitoring results.
 - c) Receipt and weight tickets from landfill operator or recycler as applicable.
 - d) Waste profiling data (TCLP, WET, and SW846, as applicable).

C. Respiratory Protection Program: Submit seven (7) days before starting work a copy of Respiratory Protection Program which is in compliance with ANSI 288.2-1980, OSHA 29 CFR 1910 and 1926, Cal-OSHA Title 8 Section 5216.

D. Hazard Communication Program: Submit seven (7) days before starting work a copy of Hazard Communication Program that is in compliance with 29 CFR 1910.1200.

E. Hazardous Waste Management Plan: Submit seven (7) days before starting work copy of Hazardous Waste Management plan which is in compliance with federal, state, and local hazardous waste regulations and addresses the following:

1. Identification of hazardous wastes associated with the work.
2. Estimated quantities of wastes to be generated and disposed of.
3. Names and qualifications of each Abatement Contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location and a 24

- hour point of contact. Furnish two (2) copies of EPA, state, and local permit applications, permits, and EPA Identification numbers.
4. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes.
 5. List of waste handling equipment to be used in performing the work, to include cleaning, volume reduction, and transport equipment.
 6. Spill prevention, containment, and cleanup contingency measures to be implemented.
 7. Names of EPA approved hazardous waste treatment or disposal facility for lead disposal.
- F. Emergency Procedures Plan: Submit seven (7) days before starting work three (3) copies of the Emergency Procedures Plan. This Plan shall be prominently posted in the clean change area. All persons entering the work area shall read and sign the procedures to acknowledge receipt and understanding of the work site layout, location of emergency procedures.
- G. Worker Protection Records:
1. Training: Submit a list of all workers and a copy of training certificates for each worker to the Environmental Consultant prior to start of work.
 2. Medical Examinations: Submit proof that all persons providing labor and/or professional services who will be entering contaminated areas have had current (less than one year prior to the date of their participation on the Project) medical examinations. Furnish physician's Written Opinion to the Owner representative at the Pre-construction Meeting, or prior to each person's commencing work on this Project, and for each person subsequently providing labor and/or professional services at the job site for whom a certificate was not initially furnished.
 3. Blood tests: Submit test results within five (5) days of test to the Environmental Consultant.
- H. Abatement Product Data: Submit at the Pre-Mobilization Meeting for Hazardous Materials Abatement manufacturer's catalogue, samples, Data Safety Sheets, (SDS) and other items needed to demonstrate fully the quality of the proposed abatement materials. Under no circumstances shall proposed materials be used before written approval from the Owner, Owner's Representative or the Environmental Consultant. Do not submit data on products not proposed for this project
- I. Permits: Submit at the Pre-Mobilization Meeting for Hazardous Materials Abatement proof satisfactory to the Owner, Owner's Representative or the Environmental Consultant that all required permits have been obtained. If no permits are required, submit notarized letter stating such.
- J. Waste Transportation: Submit at the Pre-Mobilization Meeting for Hazardous Materials Abatement the method of transport of Hazardous Waste, including the name, address, EPA ID number, and telephone number of the Transporter(s).
- K. Abatement Work Plan: The Abatement Contractor shall submit at the Pre-Mobilization Meeting for Hazardous Materials Abatement for approval, a detailed plan of the work procedures to be used in the removal and clean-up of materials included in the scope of work. Such a plan shall include:

1. Location of Work Areas;
 2. Method(s) to be used for the removal of affected components;
 3. Project schedule including milestones, critical paths and interface of trades involved in the Work;
 4. Personal air monitoring procedures;
 5. Location(s) of temporary waste storage bins;
 6. Security Plan including sketches necessary to clearly describe the plan;
 7. Fire Watch Plan including sketches necessary to clearly describe the plan;
 8. Emergency evacuation plan for injured workers, compressor failure, fire and other emergencies. Include a list of emergency phone numbers and a route map to the nearest medical facility for emergency treatment; and
 9. A contingency plan, in the event of a major contamination incident caused by fire (on or off the floor being abated), a large breach in the Work area containment barrier, the opening of stairwell doors, breakage of the building exterior windows or sabotage.
- L. Equipment Certification: Submit at the Pre-Mobilization Meeting for Hazardous Materials Abatement manufacturer's certification that vacuums, negative air pressure equipment filters, and other local exhaust ventilation equipment conform to ANSI Z9.2-1979.
- M. Rental Equipment: When rental equipment is to be used in removal areas or to transport waste materials, a copy of the written notification provided to the rental company informing them of the nature of use intended for the rented equipment shall be signed by the rental company and submitted to the Environmental Consultant at the Pre-Mobilization Meeting for Hazardous Materials Abatement.
- N. Notifications: Where notifications are required, contact the following government agencies in writing by certified/registered mail or overnight mail service, postmarked or delivered at least prior to commencing any disturbance of asbestos and/or lead:
1. Bay Area Air Quality Management District (BAAQMD).
 2. Occupational Safety and Health Administration (OSHA).
 3. California Department of Public Health (CDPH)
- Copies of all government agency correspondence and proof of delivery shall be delivered to the Environmental Consultant at the Pre-construction Meeting.
- O. License, Certification and Registration: Provide proof of Abatement Contractor's License and Asbestos Certification from the Abatement Contractor Licensing Board, and proof of registration with the Division of Occupational Safety and Health in accordance with California Labor Code, Section 6501. Submit proof with Bid.

2.2 DESCRIPTION

- A. Work included: Make submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.

B. Work not included:

1. Submittals not required by the Owner will not be reviewed by the Owner.
2. The Abatement Contractor may require its Subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Abatement Contractor and its Subcontractors and will not be reviewed by the Owner.

2.3 QUALITY ASSURANCE

A. Qualifications

1. Asbestos Abatement Work: Only qualified persons shall engage in asbestos abatement activities. Work involving any amount of asbestos-containing materials shall be completed by an Abatement Contractor holding a valid asbestos handling license issued by the California State Contractors Licensing Board (SCLB) and a valid current Certificate of Registration for Asbestos-Related Work as issued by the California Department of Industrial Relations - Division of Occupational Safety and Health (Cal/OSHA). Work shall be completed under the on-site supervision of a Competent Person as defined by OSHA Regulation 29 CFR Part 1926.1101 (8 CCR 1529 in California). All abatement workers shall have AHERA training with annual 8-hour refresher training, annual medical exams for the use of respiratory protection, and 6-month fit test of appropriate respirators.
2. Lead Hazard/Abatement Work: Only qualified persons with California CDPH Certification, training, annual medical examinations, approval for the use of respiratory protection, and semi-annual fit testing of respirators under the direct supervision of a CDPH approved Lead Abatement Supervisor shall engage in work defined under Cal/OSHA regulation 8 CCR 1532.1 affecting lead-based paints and lead construction hazards, which may include but not be limited to:
 - a) Working in an environment where lead exposures exceed 30 micrograms per cubic meter.
 - b) Abating lead-based paints, including but not limited to abatement of loose and peeling lead-based paints, demolition and disposal of painted concrete and plaster and/or stripping of lead coatings from steel prior to torching or cutting.
3. Polychlorinated Biphenyls (PCBs)-Containing Ballast-Related Work and Non PCB-Containing Ballast (DEHP)-Related Work: Removal of non-leaking Polychlorinated Biphenyls (PCBs)-containing ballasts and Non-PCB-containing ballasts may be completed by workers with PCBs hazard awareness training as verified by the Contractor's Health and Safety Officer or Superintendent. Removal of leaking or damaged ballasts from lighting fixtures shall be only completed by trained workers, wearing protective gloves and following safety procedures as outlined in the HMMP. Hazardous waste shall be handled according to the U.S. Environmental Protection Agency's Standards 40 CFR 761.60 and 761.65 (22 CCR Section 66699(b) in California).

B. Regulatory Requirements: The Abatement Contractor shall alert itself to, shall familiarize itself with, and shall include in its bid all associated compliance costs for the following laws and regulations regarding the hazards, control measures, management, characterizing, transport and disposal of hazardous wastes:

1. Asbestos Abatement Work: All labor, materials, facilities, equipment, services, employees and training, and testing necessary to perform the work required for asbestos abatement and disposal of waste shall be in accordance with these Sections and the most current regulations, including but not limited to:

- a) Environmental Protection Agency NESHAP and AHERA regulations (40 CFR Part 763, as applicable).
- b) Occupational Safety and Health Administration (inclusive of OSHA 29 CFR 1926.1101)
- c) California Department of Occupational Safety and Health (inclusive of Cal/OSHA 8 CCR 1529)
- d) California Environmental Protection Agency (Cal/EPA).
- e) Bay Area Air Quality Management District (BAAQMD).
- f) Other applicable federal, state, and local governmental regulations pertaining to asbestos-containing materials (ACM) and asbestos waste.

2. Lead Hazard/Abatement Work: All labor, materials, facilities, equipment, services, employees and training, and testing necessary to perform the work required for lead abatement, demolition, decontamination, hazard control, and disposal of waste shall be in accordance with this Section and the most current regulations, including but not limited to:

- a) Environmental Protection Agency National Ambient Air Quality Standards, as applicable (40 CFR 61).
- b) Occupational Safety and Health Administration (inclusive of OSHA 29 CFR 1926.62)
- c) California Department of Occupational Safety and Health (inclusive of Cal/OSHA 8 CCR 1532.1)
- d) California Environmental Protection Agency (Cal/EPA), Title 22.
- e) California Department of Health Services (17 CCR Sections 35001 - 35099).
- f) Title 17, California Code of Regulations, Division 1, Chapter 8 Accreditation, Certification and Work Practices in Lead Related Construction.
- g) San Francisco Building Code, Chapter 36, as required where there is disturbance to painted surfaces on the exterior of buildings or structures within the City and County of San Francisco.
- h) Other applicable federal, state, and local governmental regulations pertaining to lead hazards and lead waste.

C. Meetings:

1. Pre-Mobilization Meeting for Hazardous Materials Abatement: At least fourteen (14) days prior to any mobilization of this project, the Abatement Contractor is to schedule and coordinate a Pre-Mobilization Meeting for

Hazardous Materials Abatement with the Owner, the Owner's Environmental Consultant, the Abatement Contractor performing the Hazardous Material Abatement. The meeting agenda shall include the following considerations:

- a) Review of the Specifications and Plans in detail related to the abatement and hazards work. All conflicts and ambiguities, if any, shall be discussed.
 - b) Review in detail the project conditions, schedule, construction sequencing, abatement application requirements, and quality of completed work.
 - c) Review in detail the means of protecting adjoining areas.
 - d) Pre-job submittals requirements.
2. Weekly Meetings: Once Hazardous Materials Abatement and Hazardous Material-Related Construction Work begins, the Abatement Contractor must coordinate a weekly progress meeting with representatives of the Owner, the Owner's Environmental Consultants, and other Subcontractors whose work may be affected by the scheduled abatement operations to review among others: abatement and project scheduling issues, coordination with other trades, security and site-specific requirements issues, etc.
3. Start-Up Hazardous Materials Handler's Meeting: Prior to the beginning of on-site work, all hazardous materials handlers shall attend a pre-start-up safety meeting that addresses at least the following issues specific for this project:
- a) safety and health hazards;
 - b) personal protective measures;
 - c) respiratory protection program;
 - f) specific hazardous materials abatement practices and procedures;
 - g) emergency procedures
 - h) hazardous waste handling practices and procedures; and
 - i) internal administrative and inspection procedures

C. SAFETY

1. Safety Compliance: In addition to detailed requirements of this Section, comply with, ordinances, rules, and regulations of federal, state, regional, and local authorities and publications regarding handling, storing, transporting, and disposing of Asbestos Waste material. Submit matters of interpretation of standards to the appropriate administration agency for resolution before starting the Work. Where the requirements of this Section and referenced documents vary, the most stringent requirement shall apply. When requirements of reference documents vary, the most stringent requirement shall apply.
2. Abatement Contractor shall have at least on copy of each of 29 CFR Part 1910 - Occupational Safety and Health Standards, 29 CFR 1926.1101, 8 CCR 1529, 40 CFR Part 61, Subparts A & M, and all pertinent state and local regulations at his office and at the job site.

3. Before the commencement of any work at the site, the Abatement Contractor shall post bilingual (as appropriate) EPA and OSHA caution signs in and around the Work Area to comply with EPA and OSHA regulations.
4. Area Monitoring shall be performed by the Environmental Consultant, which will conduct air sampling of the Abatement Project (1) immediately outside the Work Area, (2) in the Work Area, and (3) for Work Area Clearance Testing after decontamination operations.
5. Personal Monitoring and other monitoring, which are required by law, or considered necessary by the Abatement Contractor for Worker protection shall be the responsibility of the Abatement Contractor. The Abatement Contractor shall submit on a daily basis, all personal air monitoring data received. In no event shall results be submitted more than 48 hours from the day of collection.

PART 3: HAZARDOUS MATERIAL ABATEMENT

3.1 DESCRIPTION

A. **Work included:** Abatement Contractor shall furnish all labor, materials, services, permits, insurance (specifically covering the handling and transportation of Asbestos, Lead, PCBs, and Mercury), and equipment which is specified, shown, or reasonably implied for Abatement activities.

B. **Applicable Regulations and Publications:** The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only.

1. Code of Federal Regulations (CFR) Publications:
 - 29 CFR 1910.1001 Occupational Exposure to Asbestos, Tremolite, Anthophyllite & Actinolite
 - 29 CFR 1910.1101 Asbestos
 - 29 CFR 1910.1200 Hazard Communication
 - 29 CFR 1910.20 Access to Employee Exposure and Medical Records
 - 29 CFR 1910.132 General Requirements –Personal Protective Equipment
 - 29 CFR 1910.133 Eye and Face Protection
 - 29 CFR 1910.134 Respiratory Protection
 - 29 CFR 1910.145 Specifications for Accident Prevention, Signs and Tags
 - 29 CFR 1926 Construction Standards
 - 29 CFR 1926.62 Lead in Construction Standard
 - 29 CFR 1926.1101 Asbestos, Tremolite, Anthophyllite and Actinolite
 - 40 CFR Part 50.12 Ambient Air Quality Standard for Lead
 - 40 CFR 61, Subpart A General Conditions
 - 40 CFR 61, Subpart M National Emission Standards for Asbestos
 - 40 CFR 61.152 Standard for Waste Disposal for Manufacturing, Demolition, Renovation, Spraying and Fabrication Operations.
 - 40 CFR Parts 261, 265, and 268 Hazardous Waste Management
 - 49 CFR Parts 172, 173, 178, 179 Hazardous Material Transportation
2. American National Standard Institute (ANSI) Publications:
 - Z9.2-1979 Fundamentals Governing The Design and Operation of Local Exhaust Systems
 - Z88.2-1980 Practices for Respiratory Protection

3. National Fire Protection Association (NFPA):
Standard 90A Installation of Air Conditioning and Ventilation Systems.
4. U.S. Environmental Protection Agency (EPA):
Publication No. 560/5-85-024 Guidance for Controlling Asbestos-Containing Materials in Buildings, June 1985.
5. American Society for Testing Materials (ASTM) Publications:
E849-82 Safety and Health Requirements Relating to Occupational Exposures to Asbestos
P-189 Specifications for Encapsulants for Friable Asbestos-Containing Materials
6. National Institute of Occupational Safety and Health (NIOSH) Publications:
Manual of Analytical Methods, 2nd Ed., Vol. 1.
Physical and Chemical Analysis Method (P&CAM):
Method 239 Asbestos Fibers in Air
Method 7400 Fibers (N1, 3rd Ed., Vol. 1.)
7. Underwriters Laboratories, Inc. (UL) Publications:
586-77 Test Performance of High Efficiency,
(R 1982) Particulate, Air Filter Units
8. Title 8 California Code of Regulations (CCR):
Division 1, Chapter 4, Subchapter 4, Construction Safety Orders
Section 1529 Asbestos Construction Industry
Section 1531 Respiratory Protective Equipment
Section 1532.1 Lead in Construction Standard
Section 5144 Respiratory Protection
Section 5194 Hazardous Communication
Section 5208 General Industry Safety Orders
9. Title 17 California Code of Regulations (CCR):
Division 1, Chapter 8, Work Practices for Lead-Based Paint & Lead Hazards
10. Title 22 California Code of Regulations (CCR):
Division 4 and 4.5 Hazardous Waste
Section 66621 Hazardous Waste
Section 66268 Landfill Notification/Treatment

3.2 SCOPE OF WORK

- A. The Abatement Contractor shall be responsible for reviewing all specifications, drawings, addenda, attachments, hazardous materials reports or other information to determine the impact of construction and/or demolition activities on designated or suspect hazardous-containing building materials. Such hazards shall include, but may not be limited to asbestos containing materials (ACM), lead-based paint (LBP), lead-containing paint, PCBs, Mercury, Universal Hazardous Waste or other non-specified materials.
- B. Should the Abatement Contractor suspect, encounter or have knowledge of any hazards not listed or described in the contract documents, the Abatement Contractor shall be responsible for informing the Owner and/or the Environmental Consultant immediately and prior to disturbing or causing any action which could result in a release of any suspected or confirmed hazardous material.

- C. The Abatement Contractor shall be solely responsible for determining quantities that are actually impacted or may be impacted during the demolition, renovation and modernization activities described in the contract documents.
- D. It is the responsibility of the Abatement Contractor to be knowledgeable of all federal, state or local regulations and requirements and comply with the most stringent portions of those regulations and requirements.
- F. Tasks necessary and deemed part of this section, contract and project specifications are shown in Attachment 1.

3.3 DEFINITIONS

- A. **Abatement:** Primarily work involving the removal, containment, control or treatment of hazardous materials. For the purposes of this document, work involving the disturbance or handling of hazardous materials. Procedure to control release of hazardous materials. Includes removal, encapsulation, and enclosure.
- B. **Abatement Contractor:** The contractor responsible for removal of Asbestos, Lead and Hazardous Materials as specified in this Section.
- C. **Action Level:** An airborne concentration of 30 micrograms per cubic meter (30 $\mu\text{g}/\text{m}^3$) of air as an eight (8) hour time weighted average (TWA) as covered by OSHA regulations 29 CFR 1926.62 and Cal-OSHA Title 8, Section 5216
- D. **Adequately Wet:** A term as defined in -CFR 40 Part 61, Subpart M-, and EPA 340/1-90-019 that means to sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material (ACM), then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wetted.
- E. **Air Lock:** A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.
- F. **Air Monitoring:** The process of measuring the fiber content of a specific volume of air in a stated period of time.
- G. **Air Sampling Professional:** The professional contracted or employed to supervise air monitoring and analysis schemes. This individual is also responsible for recognition of technical deficiencies in Worker protection equipment and procedures during both planning and on-site phases of an Abatement Project. Acceptable Air Sampling Professionals include Hygienists, Environmental Engineers and Environmental Scientists with equivalent experience in Asbestos air monitoring and Worker protection.
- H. **Amended Water:** Water to which a surfactant has been added.
- I. **Area Monitoring:** Sampling of airborne fiber concentrations within the Asbestos Work Area and outside the Asbestos Work Area which are representative of the airborne concentrations of Asbestos fibers which may reach the breathing zone.

- J. **Asbestos:** (29 CFR 1926.1101 Definitions) Includes Chrysotile, Amosite, Crocidolite, Tremolite asbestos, and any of these minerals that has been chemically treated and/or altered.
- K. **Asbestos:** (California Code of Regulations definitions): Means fibrous forms of various hydrated minerals including Chrysotile, (fibrous serpentine), Crocidolite (fibrous Riebeckite), Amosite (fibrous Cumingtonite-Grunerite), fibrous Tremolite, fibrous Actinolite, and fibrous Anthophyllite.
- L. **Asbestos-Containing Material (ACM)** EPA definition: Material composed of asbestos of any type in an amount greater than 1 percent and by weight, either alone or mixed with other fibrous or nonfibrous materials.
- M. **Asbestos-Containing Construction Material** (California definition): Means any manufactured construction material, which contains more than 1/10th of 1% asbestos by weight.
- N. **Asbestos-Containing Waste Material:** Means friable asbestos waste and asbestos waste from control devices (Pollution Control Devices).
- O. **Asbestos Fibers:** Asbestos fibers having an aspect ratio of at least 3:1 and 5 micrometers in length.
- P. **Authorized Visitor:** The Owner's Project Team members, the Owner's Delegated Representative, the Environmental Consultant and any representative of a regulatory or other agency having jurisdiction over the Project.
- Q. **Clean Room:** An uncontaminated area or room, which is part of the Worker Decontamination Enclosure with provisions for storage of Worker's street clothes and protective Equipment.
- R. **Contained Work Area:** A work area which has been Isolated, Plasticized, and equipped with a Decontamination Enclosure System.
- S. **Curtained Doorway:** A device to allow ingress or egress from one area to another while permitting minimal air movement between the areas, typically constructed by placing three overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, and securing the vertical edge of the outer two sheets along the opposite vertical side of the doorway.
- T. **Deteriorated (Lead-Based) Paint:** Lead-Based and lead-containing paints or coatings that are peeling, flaking, scaling or otherwise delaminating from the substrate.
- U. **Decontamination Enclosure System:** A series of connected rooms, with Air Locks or Curtained Doorways between any two adjacent rooms, for the decontamination of Workers and of materials and equipment. A Decontamination Enclosure System always contains at least one Air Lock to the Work Area.
- V. **Disposal Bag:** A 6 mil. thick leak-tight plastic bag used for transporting lead waste from work area to disposal site.

- W. **Elevated Blood Lead Level:** Means a blood lead concentration equal to or greater than twenty-five (25) micrograms per deciliter ($\mu\text{g}/\text{dl}$).
- X. **Encapsulant (sealant):** A liquid material which can be applied to Asbestos/Lead-Containing material and which controls the possible release of Asbestos fibers and/or Lead dust from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).
- Y. **Encapsulation:** All herein-specified procedures necessary to apply an encapsulant to Asbestos-Containing Building Materials to control the possible release of asbestos fibers.
- Z. **Enclosure:** All herein-specified procedures necessary to enclose completely Asbestos-Containing Material behind airtight, impermeable, permanent barriers.
- AA. **Environmental Consultant:** The agent of the Owner or the Owner's Representative (North Tower Environmental) who shall observe the Work, perform tests, verify that hazardous material-related methods and procedures specified in the Project Bid Documents are followed.
- BB. **Equipment Room:** A contaminated area or room that is part of the Worker Decontamination Enclosure with provisions for storage of contaminated clothing and equipment.
- CC. **Equipment Decontamination Enclosure:** That portion of a Decontamination Enclosure System designed for controlled transfer of materials, waste containers and equipment, typically consisting of a Washroom and a Waste Loadout.
- DD. **Excursion Limit:** An exposure of airborne concentrations of Asbestos fibers of one fiber per cubic centimeter of air (1f/cc) as averaged over a sampling period of thirty (30) minutes.
- EE. **Friable Asbestos Material (40CFR, Subpart M Definition):** Material that contains more than one percent (1%) Asbestos by weight and that can be broken, crumbled, pulverized, or reduced to powder by hand pressure when dry.
- FF. **Fixed Object:** A unit of equipment or furniture or other building component that cannot be detached from the building or can only be detached by destructive methods resulting in irreparable damage to the item.
- GG. **Glovebag Method:** A method with limited applications for removing small amounts of friable Asbestos-Containing Material from HVAC ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces in an Isolated (non-contained) Work Area. The glovebag (typically constructed of six [6] mil transparent Regulite plastic) has two inward-projecting longsleeve rubber gloves, one inward-projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle for Asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all Asbestos fibers released during the removal process. All Workers who are permitted to use the Glovebag Method must be highly trained, experienced, and skilled in this method.

- HH. **Hazardous Material Abatement (Contractor):** Primarily work involving the removal, containment, control or treatment of hazardous materials. For the purposes of this document, work involving the disturbance or handling of hazardous materials. Procedure to control release of hazardous materials. Includes removal, encapsulation, and enclosure.
- II. **HEPA Filter:** A highly efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97 percent of all monodispersed particles (Asbestos fibers) equal to or greater than 0.3 microns in mass median aerodynamic equivalent diameter.
- JJ. **HEPA Vacuum Equipment:** Vacuuming equipment with a HEPA filter system.
- KK. **Isolation:** The sealing of all openings into a Work Area.
- LL. **Isolated (noncontained) Work Area:** A Work Area which is Isolated, but has not been Plasticized and may or may not be equipped with a Decontamination Enclosure System.
- MM. **Lead-Based Paint:** Surface coatings containing greater than 5,000 parts per million (ppm) (0.5% by weight) or any concentration of lead in paint that may release dust or fumes at or above the OSHA action level of 30 $\mu\text{g}/\text{m}^3$ as a result of construction activities described herein.
- NN. **Lead-Containing Paint:** Surface coatings containing greater than the Consumer Product Safety Commission maximum concentration of 600 parts per million (ppm) (0.06% by weight) or any concentration of lead in paint that may release dust or fumes at or above the OSHA action level of 30 $\mu\text{g}/\text{m}^3$ as a result of construction activities described herein.
- OO. **Lead Paint Stabilization:** The systematic repair and restore of damaged paint. This is a process of wet scraping, priming, and repainting surfaces that are coated with deteriorated lead-based paint.
- PP. **Lead Permissible Exposure Limit (PEL):** The employer shall ensure that no employee is exposed to an airborne concentration of lead in excess of 50 micrograms per cubic meter (50 $\mu\text{g}/\text{m}^3$) of air as an eight (8) hour time weighted average (TWA) as covered by OSHA regulations 29 CFR 1926.62 and Cal-OSHA Title 8, Section 1532.1.
- QQ. **Lead-Related Construction Work:** Any construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of any residential or public building, including preparation and cleanup that, by using or disturbing lead-containing material or soil, may result in significant exposure of adults or children to lead.
- RR. **(Initial)Exposure Assessment:** Must be performed in all workplaces where employees may be exposed to lead. An assessment of potential exposure to lead as delineated in OSHA's "trigger task" definitions. Until such time that an appropriate, trigger task and job-specific exposure assessment has been conducted, all employers are mandated to provide appropriate respiratory protection, personal protective clothing, change areas, hand washing facilities, biological monitoring and training.
- SS. **Moveable Object:** A unit of equipment, furniture or other building component that is detached or can be detached from the building without destructive methods or results.

- TT. **Negative Air Pressure Equipment:** A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- UU. **Nonfriable Asbestos-Containing Material:** Material that contains more than one (1) percent Asbestos by weight in which the fibers have been locked in by a bonding agent, coating, binder, or other material so that the Asbestos is well bound and will not release fibers during any appropriate end-use, handling, demolition, storage, transportation, processing, or disposal.
- VV. **Owner: Menlo Park City School District** and their appointed representatives.
- WW. **Permissible Exposure Limit (PEL):** An airborne concentration of asbestos, Tremolite, Anthophyllite, Actinolite, or a combination of these minerals in excess of 0.1 fibers per cubic centimeter of air as an eight (8) hour time-weighted average (TWA), as determined by the method prescribed in Title 8, CCR 1529.
- XX. **Personal Monitoring:** Sampling of Asbestos fiber concentrations within the breathing zone of an Asbestos Worker.
- YY. **Plasticize:** To cover floors, walls and other structural elements of a Work Area with plastic sheeting as herein specified with all seams securely taped.
- ZZ. **Presumed Lead-Containing Paint:** Paint or surface coating affixed to a component in or on a structure, excluding paint of surface coating affixed to a component in or on a residential dwelling constructed on or after January 1, 1979, or a school constructed on or after January 1, 1993.
- AAA. **Related Work:** Primarily work involving the disturbance or handling of hazardous materials in which the primary intention is not to remove and dispose of the hazardous material. Demolition, restoration or disturbance of a building material which contains asbestos, lead-based paint or lead-containing paint (i.e. restoration and seismic retrofit of asbestos-containing acoustical plaster, or demolition of walls coated with lead-containing paint).
- BBB. **Removal:** All herein-specified procedure necessary to remove Asbestos-Containing materials from the designated areas and to dispose of these materials at an acceptable site.
- CCC. **Shower Room:** A room between the Clean Room and the Equipment Room in the Worker Decontamination Enclosure with hot and cold or warm running water, and suitably arranged for complete showering during decontamination. The Shower Room comprises an Air Lock between contaminated and clean areas.
- DDD. **Stabilization** (of paint): The process of preparing a surface for repainting by which the areas of deteriorated paint are removed and an encapsulation coating (specifically made for application over lead-based paint) is applied to the area.
- EEE. **Surfactant:** A chemical wetting agent added to water to reduce surface tension and improve penetration.

FFF. **Temporary Partition:** A dustproof partition and temporary enclosure to limit dust and dirt migration and to separate areas from fumes and noise.

GGG. **Washroom:** A room between the Work Area and the Waste Loadout in the Equipment Decontamination Enclosure System where equipment and waste containers are decontaminated. The Washroom comprises an Air Lock.

HHH. **Waste Loadout:** A room in the Equipment Decontamination Enclosure located between the Washroom and an uncontaminated area. The Waste Loadout comprises an Air Lock.

III. **Wet Cleaning:** The process of eliminating Asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools and materials which have been dampened with water, and by afterwards disposing of these cleaning tools and materials as Asbestos-contaminated waste.

JJJ. **Work Area (Also known as “Regulated Area”):** Designated rooms, spaces, or areas of the Project in which Asbestos Abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A Contained Work Area is a Work Area which has been Isolated, Plasticized, and equipped with a Decontamination Enclosure System. An Isolated (noncontained) Work Area is a Work Area which is Isolated, but has not been Plasticized and may or may not be equipped with a Decontamination Enclosure System.

PART 4: WORKER TRAINING and PROTECTION

4.1 WORKER TRAINING

- A. State and Local Licenses – All workers are to be trained, certified and accredited as required by state or local code of regulation.
- B. AHERA Accreditation – All workers are to have accreditation as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.
- C. Prior to the commencement of work, all workers shall be instructed by the Abatement Contractor in accordance with OSHA Asbestos Standard 29 CFR 1926.1101, and shall be knowledgeable in the hazards of asbestos exposure, use and fitting of respirators, protective clothing, decontamination procedures and all aspects of asbestos work procedures and asbestos removal.
- D. CDPH Certification – All workers performing lead-related activities must be certified by the California Department of Public Health (CDPH) in accordance with Title 17 California Code of Regulations (CCR), Division 1, Chapter 8, Section 36100 Requirements for Abatement for Public and Residential Buildings.
- E. Abatement Contractor must comply with the training requirements of 29 CFR Part 1926.62 and Cal-OSHA Title 8 Section 1532.1. The Abatement Contractor shall provide a respiratory physical to evaluate pulmonary status. The Abatement Contractor shall implement and submit a Respiratory Protection Program according to 8 CCR 1531 and 8 CCR 1532.1. The Abatement Contractor shall require that all employees wear only NIOSH/MSHA approved respirators with High Efficiency Particulate Air (HEPA) filters.
- F. Abatement Contractor acknowledges and agrees that he is solely responsible for enforcing worker protection requirements at least equal to those specified in this Section.

4.2 WORKER PROTECTION

Abatement Contractor shall provide workers with personally issued and marked respiratory equipment approved by NIOSH and the Mine Safety and Health Administration (MSHA) and accepted by OSHA for the type of work being performed.

- A. Provide respiratory protection as needed from the time of the first operation involving contact with asbestos-containing materials (including construction of airtight barriers/barricades, and placing of plastic sheeting on walls) until acceptance of final air test results by the Owner. During all operations respirators will be selected in accordance with 29 CFR 1926.1101 (g).
- B. Provide workers with sufficient sets of protective disposable clothing, consisting of full-body coveralls, head covers, gloves and foot covers, of sizes to properly fit individual workers. Hard hats, steel-toed boots and fall-safety equipment must also be worn when required.
- C. Provide personal air samples to the Owner on a regular basis. Air sampling data shall include any air sampling conducted in compliance with Cal/OSHA.

- D. Upon entering the project site, each worker shall remove street clothes in the clean/change room, put on a respirator and two layers of protective clothing prior to entering the work area.
- E. Prior to leaving the work area, workers shall a) remove gross contamination from outer layer of protective clothing; b) proceed to the decontamination enclosure system; c) proceed to the equipment room and remove clothing except for respirator; proceed to the shower; clean the outside of the respirator while showering; remove the respirator; and d) dry off and proceed to the clean change room.

PART 5: ASBESTOS-CONTAINING MATERIAL ABATEMENT

5.1 GENERAL

- A. The Abatement Contractor shall comply with all applicable provisions of the California Occupational Safety and Health Administration (Cal-OSHA) and BAAQMD regulations pertaining to asbestos abatement.
- B. Coordinate sequence of work area preparation throughout with the Owner. Post caution signs in and around the work area to comply with OSHA regulation 29 CFR 1926.1101 and in compliance with all other Federal, State and local requirements.
- C. Prior to start of on-site work submit a detailed plan of the work procedures for abatement of hazardous materials.
- D. The Abatement Contractor shall provide and submit to the Owner a copy of the required written notification to EPA and any other regional, state and local authority having jurisdiction on the project.

5.2 AREA PREPARATION and PROCEDURES

- A. Install critical barriers. Seal off **all** openings, including but not limited to windows, corridors, doorways, ducts, grills, diffusers, and any other penetrations of the work areas with 6-mil plastic sheeting sealed with tape.
- C. Place 2 layers of 6-mil plastic sheeting sealed with tape on floors and walls.
- D. Wrap all mechanical equipment and ductwork in work area (most accessible from attic space) that is not being removed with 2 layers of 6-mil plastic sheeting sealed with tape.
- E. Construct decontamination units as approved. The worker decontamination enclosure system should consist of three chambers (equipment room, shower room and clean room), each separated by curtained doorways, via an airlock.
- F. Provide on-site certification of all on-site negative air machine units and vacuums to document adequate filtration efficiency for all units. Where feasible, negative air exhaust shall be exhausted to the exterior through existing openings in the buildings.

- G. Place each work area under negative air pressure utilizing HEPA filtration systems. Abatement Contractor shall install a manometer equipped with a continuous strip chart recorder and alarm to monitor the negative pressure differential between the containment and the remainder of the building. Pressure should be maintained at no less than 0.025" of water.
- H. Ensure that all barriers and plastic sheeting enclosures remain effectively sealed and taped for duration of abatement and subsequent cleaning. Repair damaged barriers and replace worn plastic flooring and air locks and remedy defects immediately upon discovery.
- I. Provide temporary power and lighting and water as necessary to maintain safe and comfortable work environment.

5.3 ASBESTOS CONTAINING MATERIAL REMOVAL

A. Asbestos Ceiling Acoustical Plaster/Ceiling Tile/Drywall Removal:

Remove entire existing ceiling system throughout. Removal includes suspended ceiling tile and grid system; asbestos acoustical plaster system and overspray; 1'x1' tile (nailed onto plaster in many areas); drywall (nailed into plaster in many areas); black iron; studs; and non-asbestos blown-in insulation on top of ceiling system.

Contractor to perform work in a manner that it does not damage existing building materials that shall remain. Contractor shall not damage and take measure to secure/hang existing conduit, cable, piping and ductwork.

Remove the ACM plaster in small sections using wet methods. As it is removed, place the material in sealable plastic bags. Do not allow materials to dry out prior to insertion into the bags. Do not permit materials to accumulate on floors and other surfaces in the work area.

Remove ACM and overspray from all surfaces, including but not limited to: structural steel, deck, walls, ceilings, ducts, insulation, piping, conduit, junction boxes, cables, etc.

After removing the ACM, wet and wipe all surfaces, or use a soft-bristle brush to remove all residual accumulated material. Clean all surfaces.

Note: Removal of non-asbestos drop ceiling system must be performed within a negative pressure enclosure. Non-asbestos drop ceiling tile and grid may be disposed of as construction debris, however, the back of the ceiling tile may require cleaning with a heap vacuum prior to disposal.

B. Asbestos Thermal System Insulation (TSI) (if encountered):

Glove Bag Procedures: Due to the damaged condition of the TSI in the crawlspace, underground chases and tunnels, construct a negative pressure enclosure for TSI removed in these areas. Glove bag abatement methods may be utilized at the approval of the Environmental Consultant. Construct Glove bag work areas, as a minimum, per OSHA Regulation 29 CFR Part 1926.58 Appendices F and G. Pre-clean area as previously specified. Construct a negative pressure enclosure, critical barriers and decontamination enclosure system. Place a layer of 6-mil Poly on the floor of the work area, and provide a secondary containment of the area with 4-mil Poly or by sealing existing wall penetrations within the space.

PART 6: LEAD-CONTAINING and LEAD-BASED PAINT RELATED WORK and ABATEMENT

6.1 GENERAL

- A. Field sampling and laboratory analysis have established that a majority of the painted surfaces, including building exteriors; interiors; steel and concrete infrastructure; mechanical, electrical and plumbing (painted and unpainted); window/door components surfaces are coated with Lead-Containing Paint (LCP). Lead-Glazed Ceramic Tile is also present throughout various areas of the building.
- B. Work described in this section shall be completed using CDPH Certified Lead Workers and Supervisors. Training descriptions and requirements are contained in CDPH regulation 17 CCR Sections 35001 through 36100.
- C. The work to be performed shall comply with applicable regulations in order to protect employees, the environment, and the surrounding community from the potential hazards associated with lead-based paint during demolition activities. This includes the OSHA Lead notification. Specific requirements for items discussed in this section are set forth in Cal/OSHA Construction Safety Orders-Lead, Section 1532.1, Title 8, California Code of Federal Regulations and the California Department of Public Health (CDPH) Title 17.
- D. The work to be performed shall comply with current federal, state and local regulations concerning the waste handling containerization, transportation and disposal of LBP, lead-contaminated materials, and other contaminated wastes.

6.2. WORK AREA PREPARATION AND PROCEDURES

- A. Install critical barriers. Seal off **all** openings, including but not limited to windows, corridors, doorways, ducts, grills, diffusers, and any other penetrations of the work areas with 6-mil plastic sheeting sealed with tape.
- C. Place 1 layers of 6-mil plastic sheeting sealed with tape on floors and walls, as applicable.
- D. Decontamination facilities should conform to 8 CCR 1532.1. Abatement Contractor should set up a decontamination area adjacent to the work area. At a minimum, workers will need a washing station for washing hands and face.
- E. Provide on-site certification of all on-site negative air machine units and vacuums to document adequate filtration efficiency for all units. Where feasible, negative air exhaust shall be exhausted to the exterior through existing openings in the buildings.
- F. Place each work area under negative air pressure utilizing HEPA filtration systems (Not required for Lead Paint Stabilization). Abatement Contractor shall install a manometer equipped with a continuous strip chart recorder and alarm to monitor the negative

pressure differential between the containment and the remainder of the building. Pressure should be maintained at no less than 0.025" of water.

- G. Ensure that all barriers and plastic sheeting enclosures remain effectively sealed and taped for duration of abatement and subsequent cleaning. Repair damaged barriers and replace worn plastic flooring and air locks and remedy defects immediately upon discovery.
- H. OSHA approved lead-warning signs and lead barrier tape should be posted at all appropriate locations. Post all applicable signage along the work area boundary, which should be formed using barrier tape. At any possible point of entry into the work area, the following bilingual warning signs must be posted: WARNING - LEAD WORK AREA – POISON, NO SMOKING PLEASE.
- I. Provide temporary power and lighting and water as necessary to maintain safe and comfortable work environment.

6.3 LEAD REMOVAL / LEAD RELATED WORK

- A. Lead Paint Stabilization
 1. Cover ground/floor under work area with polyethylene sheeting and attach edge of ground polyethylene sheeting to building/wall.
 2. The polyethylene sheeting should extend fifteen feet beyond the perimeter of the working surfaces and should cover any operable windows.
 3. Limit access through the work area using appropriate signage and solid or taped barricade line.
 4. Mist the work surfaces; use a paint scraper or tools appropriate to remove loose paint.
 5. Remove debris and paint chips at frequent intervals, place in waste drums.
 6. Apply a lock down encapsulant or lead barrier encapsulant to the entire surface where paint was removed.
- B. Lead-Glazed Ceramic Tile Removal (if present)
 1. Cover floor in work area with polyethylene sheeting and attach to edge of floor and wall.
 2. Limit access through the work area using appropriate signage and decontamination unit.
 3. Mist the work surfaces; using appropriate tools, remove ceramic tile; mist work area with water often.
 4. Remove debris at frequent intervals, place in waste drums.
 5. Apply a lock down encapsulant to the entire work area where tile was removed.

PART 7: ABATEMENT OF OTHER HAZARDOUS MATERIALS

7.1 PCB and Non PCB CONTAINING BALLASTS and LAMPS

- A. Fluorescent fixture ballasts and lamps (light tubes) are present throughout the buildings. Ballasts and lamps shall be dismantled, packaged and disposed by the Abatement Contractor where contract documents indicate removal. Removal shall be completed by competent persons trained, knowledgeable and qualified in techniques of handling and disposing of hazardous materials.
- B. Ensure that PCB and Non PCB-containing lighting ballasts, are handled, containerized, secured, labeled, manifested, transported, and either reused, disposed, incinerated or recycled, as appropriate.
- C. The EPA (40 CFR 761.60 & 761.65) and the California Department of Health Services (DOHS, 22 CCR Section 66508) consider PCBs from ballasts as a hazardous waste. Generators of PCBs-containing ballast who transport off-site no more than two 55-gallon drums per transportation vehicle shall be exempt from the standards set forth in article 1, 2, and 4 of Title 22, Chapters 12 and 13.
- D. All ballasts shall be considered PCBs-containing unless specifically marked as “non-PCBs”. Workers removing ballasts from fixtures shall wear protective clothing and nitril or neoprene gloves. Ballasts which are leaking shall be wiped down with an organic solvent (e.g., isopropyl alcohol) and clean paper towels. The leaking ballasts and rags shall be placed in a sealed plastic bag. Pack the remaining PCBs-containing ballasts and bagged waste in steel drums, sealed, labeled, and transported to an approved incinerator following required manifest procedures. Absorbent material such as kitty liter shall be used in the drums.
- E. The transporter shall use a shipping paper, which contains the information required pursuant to Title 49, Code of Federal Regulations, Part 172, Subpart C to document the transportation of the ballasts. The shipping paper or manifest shall accompany the shipments, with a legible copy maintained by the transporter for a minimum period of three years.
- F. Waste Characterization: The U.S. Environmental Protection Agency (EPA; 40 CFR 761.60 & 761.65) and the California Department of Health Services (DOHS; 22 CCR Section 66508) consider PCBs from ballasts as a hazardous waste. Disposal of the PCBs-containing ballasts shall be in accordance with §66268.110 via incineration unless otherwise approved by the Owner.
- G. Pack ballasts marked as "containing PCBs" or ballasts not specifically marked as "non-PCBs" or "PCBs free" as hazardous waste. Workers removing ballasts from fixtures shall wear protective clothing and nitrile or neoprene gloves. Those ballasts showing signs of overheating or leakage will require wipe-down of the fixture with clean paper towels after the unit has cooled to room temperature. This step shall be followed with additional wiping with an organic solvent, such as mineral spirits or isopropyl alcohol. The leaking ballasts and rags shall be placed in a plastic bag, tied off, and secured.

Remaining PCBs-containing ballasts and bagged waste shall be placed in steel drums, sealed, labeled, and transported to an approved incinerator following required manifest procedures. Absorbent material, such as kitty litter, shall be used as a cushion and absorbent within the drums. Drum loading shall not exceed the incinerator's requirements (typically 350 to 500-pound limit per drum).

3.4 MERCURY-CONTAINING AND UNIVERSAL WASTE LAMP REMOVAL

- A. Remove mercury fluorescent lights and universal waste lamps and pack them into secured cardboard boxes for shipment to prevent unnecessary breakage. In the event of lamp breakage, clean-up broken glass and debris immediately, using a HEPA-filtered vacuum for final clean.
- B. Handling and Disposal of Lamps:
 - 1. Spent fluorescent and other mercury-containing lamps and universal waste lamps shall be considered a hazardous waste as per the California Department of Health Services.
 - 2. Ship lamps to a commercial recycler (e.g., Mercury Technologies) where they are to be crushed and the mercury reclaimed.
 - 3. Comply with DOT requirements for manifests, with evidence of proper disposal provided to the City, including a log of shipping dates and quantities.
 - 4. Load into secured cardboard boxes for shipment to prevent unnecessary breakage.
 - 5. In the event of lamp breakage, clean-up broken glass and debris immediately, using an HEPA-filtered vacuum for final clean up.

PART 8: WASTE DISPOSAL AND MANIFESTING

8.1 GENERAL

- A. The Contractor shall coordinate the inspection and signing of all waste manifests with the District, while on-site and provide at least 24 hours notice to the District before the load out day. Failure to complete the manifests or callbacks after completion of the project will be backcharged to the Contractor.
- B. All Waste Materials shall be packed into approved sealed and labeled protective packaging. Packaging, labeling, transporting, and disposing of hazardous waste shall comply with applicable Cal/EPA regulations under 22CCR, and the California Health and Safety Code, including completion of the Uniform Hazardous Waste Manifest Form (DTSC 8022A, 7/32, and EPA 8700-22). The abatement contractor shall be responsible for proper typing of said Uniform Waste Manifest Forms in a very neatly, correctly, and legible fashion.
- C. All lead-containing waste shall be properly profiled and subsequently disposed in accordance with all applicable Federal, State, and local regulations. Lead contaminated waste generated during the abatement project must be disposed of as hazardous waste. Such waste includes lead paint chips; lead paint dust; solvents, caustics, and sludge used for paint stripping; liquid waste from exterior blasting, wash water from cleanup; rags, sponges, and mops used for cleanup. Other wastes, which may be considered hazardous, include plastic sheets and tape used to cover floors and other surfaces during lead paint removal, and disposable protective clothing and respirator filters.

- D. Abatement Contractor shall deliver all Waste Materials to the pre-designated Waste Disposal Facility in accordance with the guidelines of the EPA of the State of California. All required lead characterization testing is the responsibility of the Contractor. Copies of the testing data will be made available to the Owner. The Abatement Contractor is required to collect, in full view of the Environmental Consultant, representative samples of all waste materials for characterization via a California CDPH certified laboratory. The laboratory shall be instructed to analyze the debris by TTLC, STLC and the California WET method.
- E. The Abatement Contractor shall provide evidence, such as the “bill of lading” or “Hazardous Waste Manifest” that the Waste Material was disposed of at the approved EPA Hazardous Waste Disposal Facility (indicate the weight in tons). A party independent from the Abatement Contractor must confirm this weight. The evidence shall be submitted to the Owner within 10 working days.
- F. The Abatement Contractor shall be responsible for the safe handling and transportation of all Hazardous Waste generated by this Project to the designated hazardous Waste Disposal Facility. The Abatement Contractor shall bear all costs for all claims, damages, losses, and clean up expenses against the Owner or the Environmental Consultant, including but not limited to attorney’s fees arising out of or resulting from spills on the site or spills in route to the Hazardous Waste Facility.

END OF SECTION 02078

**ATTACHMENT 1
SECTION 02078
HAZARDOUS MATERIAL ABATEMENT**

**ENCINAL ELEMENTARY SCHOOL
ADMINISTRATION BUILDING MODERNIZATION
95 ENCINAL AVENUE
ATHERTON, CA 94027**

SCOPE OF WORK

This document summarizes the types, locations and estimated quantities of hazardous and non-hazardous materials to be properly removed, handled and/or disposed of by the Hazardous Materials Abatement Contractor in compliance with federal, state and local regulations. Questions regarding building and room locations referred to in this document can be directed to North Tower Environmental.

The Scope of Work generally consists of the modernization activities taking place throughout the Encinal School Administration Building. The general building floor plan is shown in the attached Figure 1.

Where “Estimated Quantities” are indicated in square footage or lineal footage (in the table below), this quantity is an estimated amount to be abatement.

Where the term “Coordinate with All Trades During Construction” is indicated the Contractor is responsible for determining the quantity by reviewing architectural drawings (complete set) and coordinating with the general contractor and all trades to determine the scope of demolition and spot removal of the materials identified in the scope of work.

Section 02076, Lead in Construction, also addresses and covers lead-related construction work activities. Lead-related work includes demolition, removal or spot removal of building components painted with lead-based paint and lead-containing paint or lead-glazed ceramic tile. For bidding purposes, the contractor shall estimate the disposal of lead-waste resulting from demolition to be non-hazardous waste with the exception of the following waste categories (unless waste characterization testing indicates that it can be disposed of as non-hazardous waste): paint chips and dust resulting from stabilization of deteriorated painted surfaces; waste resulting from demolition of ceramic tile; dust and debris resulting from demolition of painted surfaces; waste resulting from chemical or mechanical stripping of lead paint; filters; rags/towels; poly sheeting; and PPE. Note that the contractor is responsible for lead waste stream characterization as outlined in Section 02076.

SCOPE OF WORK

ADMINISTRATION BUILDING MODERNIZATION SCOPE OF WORK		
ASBESTOS		
Material	Location	Estimated Quantity
Asbestos Plaster Ceiling System and Overspray (2-10% Chrysotile)	Throughout Administration Building: Remove entire existing ceiling system throughout. Removal includes suspended ceiling tile and grid system; asbestos acoustical plaster system and overspray; 1'x1' tile (nailed onto plaster in many areas); drywall (nailed into plaster in many areas); black iron; studs; and non-asbestos blown-in insulation on top of ceiling system.	4,000 sf
Asbestos-Insulated Pipes and Fittings (>1%)	Piping Concealed Behind Walls/Ceilings	15 lf
OTHER HAZARDOUS MATERIAL		
Material	Location	Scope of Work
PCB, Non-PCB and DEHP containing light ballasts	Throughout Building Work Areas (both part of suspended ceiling system and original ceiling system)	Remove Throughout Construction Work Areas as indicated in Project Drawings
Universal waste lamps and mercury-added lamps	Throughout Building Work Areas	
Mercury-Containing Thermostats	Throughout Building Work Areas	
Tritium Exit Signs	Throughout Building Work Areas	
LEAD-RELATED CONSTRUCTION		
Material	Location	Scope of Work
Lead-Containing Paint	Throughout Interior and Exterior of Building (including above suspended ceiling). For all work contained in Project Design Documents, comply with Cal/OSHA Construction Safety Orders, Lead, Section 1532.1, Title 8, CCR	Coordinate with All Trades During Construction for: <ul style="list-style-type: none"> • Remove and/or spot remove material as necessary to facilitate Modernization; • Remove loose and peeling paints throughout construction work areas
	Steel Infrastructure, Bracing, Plumbing and Conduit Lines.	

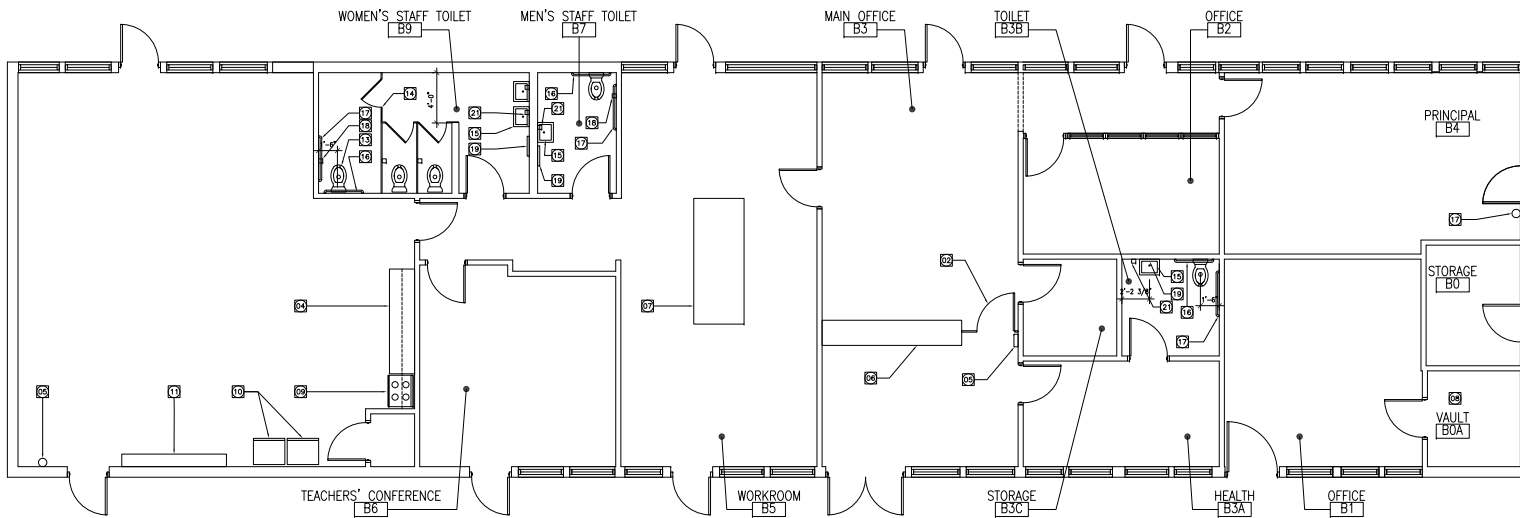


FIGURE 1:
ADMINISTRATION BUILDING FLOOR PLAN
FOR INFORMATIONAL PURPOSES ONLY
(NO SCOPE OF WORK IS SHOWN ON THIS PLAN)

**ATTACHMENT 2
SECTION 02078
HAZARDOUS MATERIAL ABATEMENT**

**ENCINAL ELEMENTARY SCHOOL
ADMINISTRATION BUILDING MODERNIZATION
95 ENCINAL AVENUE
ATHERTON, CA 94027**

UNIT PRICING FORM

Unit pricing shall be supplied for Additive considerations for discovered materials. Unit prices will include pricing for all labor, mobilization, any necessary set-up for removal of the material, equipment, materials and disposal. Unit prices are to be broken down as follows:

Item No.	Task	Unit Price (\$)	Measurement
1	Remove Asbestos Gypsum Wallboard/ Taping Mud Systems		Square Foot
2	Remove Asbestos Vinyl Floor Tile/Mastic (beneath layers of non-asbestos flooring)		Square Foot
3	Remove Asbestos Floor Mastic (beneath layers of non-asbestos flooring)		Square Foot
4	Remove Asbestos Vinyl /Fiberboard Walls		Square Foot
5	Asbestos-Insulated Piping		Lineal Foot
6	Fire Core Doors		Per Door
7	Remove (chemical stripping or other approved method) Lead-Based Paint from Steel (beams, plates, straps, bracing etc.)		20 pre-marked "spots" 1'x1' in size