

REQUEST FOR PROPOSAL (RFP)

for Mokelumne Hatchery Residences Siding Replacement

ADDENDA

Prospective bidders are responsible for reviewing any published addenda regarding this bid at ebmud.com/business-center/

CONTACT

Denise Barnard, Supervising Fisheries and Wildlife Biologist
(209) 263-6368
denise.barnard@ebmud.com

RESPONSE DUE

August 7, 2020
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO

Denise Barnard, EBMUD
denise.barnard@ebmud.com

EBMUD is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP

for

Mokelumne Hatchery Residences Siding Replacement

TABLE OF CONTENTS

I. STATEMENT OF WORK

- A. SCOPE
- B. PROPOSER QUALIFICATIONS
- C. SPECIFIC REQUIREMENTS
- D. DELIVERABLES / REPORTS

II. CALENDAR OF EVENTS

- A. OPTIONAL SITE WALK

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

- A. RFP ACCEPTANCE AND AWARD
- B. EVALUATION CRITERIA/SELECTION COMMITTEE
- C. PRICING
- D. NOTICE OF INTENT TO AWARD AND PROTESTS
- E. WARRANTY
- F. INVOICING
- G. LIQUIDATED DAMAGES
- H. BONDS

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

- A. DISTRICT CONTACTS
- B. SUBMITTAL OF RFP RESPONSE
- C. RESPONSE FORMAT

ATTACHMENTS

EXHIBIT A—RFP RESPONSE PACKET

EXHIBIT B—INSURANCE REQUIREMENTS

EXHIBIT C—GENERAL REQUIREMENTS

EXHIBIT D—IRAN CONTRACTING ACT CERTIFICATION

EXHIBIT E—BOND FORMS

EXHIBIT F—REMOVAL OF LEAD CONTAINING BUILDING MATERIALS: GENERAL REQUIREMENTS
AND SCOPE OF WORK

EXHIBIT G—REMOVAL OF LEAD CONTAINING BUILDING MATERIALS: ENVIRONMENTAL
REQUIREMENTS

APPENDIX A—LIST OF ACCEPTABLE TREATMENT AND DISPOSAL FACILITIES

APPENDIX B—ASBESTOS AND LEAD REPORT

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe the removal and replacement of siding on two residences and a garage.

East Bay Municipal Utility District (District) intends to award a one-year contract to the Proposer(s) who best meets the District's requirements.

The physical address of the project is 25712 and 25724 N. McIntire Road, Clements, CA. The existing wooden siding on the buildings has deteriorated and is need of replacement with ship-lap style concrete siding. This project includes the disturbance, transport, and disposal of materials with lead-containing paint.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing general construction for at least three (3) years.
- b. Proposer shall be a licensed contractor, manufacturer, dealer, or provider.
- c. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. SPECIFIC REQUIREMENTS

The Mokelumne River Fish Hatchery complex includes residences for California Department of Fish and Wildlife personnel. The wooden siding on two residences and an associated garage is rotted and in need of replacement. The work includes labor and material for the removal of existing wood siding, soffit, fascia, and trim along with labor and material to install Tyvek flashing, pre-painted James Hardie trim, panels, fascia board, lap siding, and trim with color match caulking as recommended by manufacturer.

This project includes the disturbance of materials with lead-containing paint. This project is not considered a "Lead Abatement" project subject to CDPH Title 17 requirements. However, the renovation of the property will be subject to Cal-OSHA Title 8 requirements due to the presence of lead in exterior paints and will be subject to the lead safe work practices prescribed in Exhibits F and G and any applicable local, state, and federal regulatory requirements to prevent the creation of a lead hazard.

Waste disposal of all materials is the responsibility of the Contractor. The Contractor must plan the work in order to minimize the generation of hazardous waste during the removal operation as described in Exhibits F and G. The Contractor must create separate waste streams as necessary. This particularly includes the separation of any loose paint chips or flakes from other construction debris. All waste streams must be identified by the Contractor before the work begins and separated during the course of the project to minimize costs of disposal. The Contractor is responsible for all costs associated with the testing, removal, packing, loading, shipping, and disposal of lead-containing waste generated during this project.

D. DELIVERABLES / REPORTS

1. All pre-, interim-, and post-work documentation required to meet the scope of work and environmental requirements for the removal of lead containing building materials as specified in Exhibits F and G.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	July 23, 2020	
Optional Site Walk	July 29, 2020 at 8:00 am	at: 25724 N. McIntire Road, Clements, CA
Addendum to Announce Pre-Approved Equivalents (if necessary)	August 4, 2020	
Response Due	August 7, 2020 by 4:00 p.m.	
Anticipated Contract Start Date	September 14, 2020	

Note: All dates are subject to change **by District**.

Proposers are responsible for reviewing <https://www.ebmud.com/business-center/requests-proposal-rfps/> for any published addenda. Hard copies of addenda will not be mailed out.

A. OPTIONAL SITE WALK

An optional site walk will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to view a site, receive documents, etc. necessary to respond to this RFP.
3. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.

4. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in Addenda following the site walk/Proposal conference.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section titled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff and other parties that have expertise or experience in this type of procurement. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response

that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

RFP responses will be evaluated and scored according to the Evaluation Criteria below, and scored according to a zero to five-point scale. The scores for all Evaluation Criteria will then be added to arrive at a weighted score for each RFP response. An RFP response with a high weighted total will be ranked higher than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Cost:</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the District to finance this project). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.</p>
B.	<p>Implementation Plan and Schedule:</p> <p>An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the District's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District's schedule.</p>
C.	<p>Relevant Experience:</p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project?
D.	<p>References (See Exhibit A – RFP Response Packet):</p> <p>If a short list process is used for a solicitation, references are only</p>

	performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.
E.	Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? 4. Has the Proposer demonstrated that it understands the District's time schedule and can meet it?
F.	Contract Equity Program: Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.

C. PRICING

1. Prices quoted shall be firm for the first 12 months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
5. Prevailing Wages:

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

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

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

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

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

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

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

Negotiations for a Consulting Services Agreement with a “not to exceed” contract price (for time and expenses) will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

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

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

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

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Kelley Smith, Manager of Purchasing-EBMUD; Mailstop 102, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623; kelly.smith@ebmud.com. Electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven work day time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five work days from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

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

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

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

E. WARRANTY

1. Proposer expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Proposal will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures, and other representations, depictions, or models, and will be free from defects, of merchantable quality, good material, and workmanship. Proposer expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason, by the District. Proposer warrants that all work and services furnished hereunder shall be guaranteed for a period of 10 years from the date of acceptance by the District.

F. INVOICING

1. Following the District's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

G. LIQUIDATED DAMAGES

1. A deduction for liquidated damages of \$500.00 per day will be assessed for not meeting District-specified performance requirements as prescribed in this RFP within 75 calendar days of Contract Award.
2. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due under the agreement arising from this RFP.
3. In the event performance and/or deliverables have been deemed unsatisfactory, the District reserves the right to withhold future payments until the performance and/or deliverables are deemed satisfactory.

H. BONDS

1. The successful Proposer will be required to post and maintain a Bidders Bond and a Performance Bond, each for five percent (5%) of the total contract amount with

the District. Bonds must be on District forms attached to this RFP as **Exhibit E - Bond Forms**.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Denise Barnard, Supervising Fisheries and Wildlife Biologist

EBMUD- Fisheries and Wildlife Division

E-Mail: denise.barnard@ebmud.com

PHONE: (209) 263-6368

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Denise Barnard, Supervising Fisheries and Wildlife Biologist

EBMUD Fisheries and Wildlife Division

E-Mail: denise.barnard@ebmud.com

PHONE: (209) 263-6368

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. If mailing, hand delivered or delivered by courier or package delivery service, RFP responses are to be addressed/delivered as follows:

Denise Barnard
East Bay Municipal Utility District
One Winemaster Way, Suite K
Lodi, CA 95240

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

3. RFP responses may be submitted by electronic mail ("e-mail") to denise.barnard@ebmud.com before the RFP deadline. The electronic copy should be in a single file (PDF) format, and shall be an exact scanned image of the

original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.

4. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures.
5. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
6. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
7. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
8. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
9. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, C, D, E, F, or G, or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

RFP For – Mokelumne Hatchery Residences Siding Replacement

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, AND ONE COPY (MAIL OR E-MAIL), CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:
 - EXHIBIT A – RFP RESPONSE PACKET
 - INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”
 - EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION
 - EXHIBIT E – BONDS FORM
- PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.
- IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.
- PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.”.



PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
11. The undersigned acknowledges **ONE** of the following (please check only one box)*:
- ☐ Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

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

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

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

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

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

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

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Labor	hour		\$	\$
Subcontractors	hour		\$	\$
Materials			\$	\$
Equipment			\$	\$
Transportation and disposal of lead containing materials			\$	\$
General conditions, overhead, and profit			\$	\$
Other cost (specify):			\$	\$
TOTAL COST				\$



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person's telephone number, fax number, and e-mail address;
 - (d) The person's educational background; and
 - (e) The person's relevant experience, certifications, and/or merits
3. **Description of the Proposed Equipment/System:** RFP response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFP response. Finally, the description shall describe all product warranties provided by the Proposer.
4. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer's and District personnel involved, and the number of hours scheduled for each person. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of the spare parts, and how quickly the parts shall be available for repairs. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or

restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.

5. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. The plan for implementing the proposed equipment/system and services shall include an Acceptance Test Plan. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for the final equipment/system and/or services.
6. **Evidence of Qualification Testing:** RFP response provides evidence that the proposed equipment/system has successfully completed the qualification test standard requirements defined in this RFP. Evidence shall include a statement from an Independent Testing Authority (ITA) that both the hardware elements and the software elements of the proposed equipment/system comply with the requirements of the qualification standard. If the equipment/system specified requires the addition of components or features not previously tested by the ITA, the District will determine, in its sole discretion, whether qualification testing of such components or features will be required prior to the award of a contract.
7. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.
8. **References:**
 - (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
9. **Exceptions, Clarifications, Amendments:**
 - (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.

- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

10. **Contract Equity Program:**

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



REFERENCES

RFP For - Mokelumne Hatchery Residences Siding Replacement

Proposer Name: _____

Proposer must provide a minimum of 2 references.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For - Mokelumne Hatchery Residences Siding Replacement

Proposer Name: _____

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

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

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

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

[Contract Equity Guidelines and Forms](#)

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

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

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



EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

INSURANCE

A. Insurance Requirements

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

B. Workers Compensation Insurance

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

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

C. Professional Liability Insurance (Errors and Omissions)

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall maintain during the life of the agreement professional liability insurance with a minimum of \$2,000,000/Occurrence. A three year tail is required if coverage on a claims-made basis. A deductible may be acceptable upon approval by the District. The policy will provide 30 days advance written notice to the District for cancellation or reduction in coverage. The Consultant shall require any subcontractor to provide evidence of the same professional liability insurance coverage.

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

1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

D. Commercial General Liability Insurance

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

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

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

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

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.

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

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



CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)

Department: _____

Street Address: _____

Mailing Address: _____

City, State, Zip: _____

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____

Insured: _____

Address: _____

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

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

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

SELF INSURED RETENTION (\$):

(Auto)

(GL)

(if applicable)

Aggregate Limits (AUTO)

(GL)

(if applicable)

INSURANCE COMPANY(IES):

(Auto)

(GL)

POLICY NUMBER(S):

(Auto)

(GL)

POLICY TERM:

From: (Auto)

(GL)

To: (Auto)

(GL)

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

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

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

Signed _____

Address _____

Firm _____

Date _____

Phone _____



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)

Department:

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

District Purchase Order

Number:

(Completed by EBMUD)

Insured:

Address:

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

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

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

From:

To:

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

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

Signed:

Date:

Firm:

E-mail

Address:

Phone:

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



CERTIFICATE OF POLLUTION LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)

Department: _____

Street Address: _____

Mailing Address: _____

City, State, Zip: _____

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____

Insured: _____

Address: _____
_____**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**
_____**TYPE OF INSURANCE:** Pollution Liability (Claims Made Basis)**MINIMUM LIMITS OF LIABILITY:** \$2,000,000 each claim - \$5,000,000 aggregate**INSURANCE COMPANY:** _____**POLICY NUMBER:** _____**POLICY TERM:**

From: _____

To: _____

POLICY TAIL:

From: _____

To: _____

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

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

Signed: _____

Authorized Signature of Broker, Agent, or Underwriter

Date: _____

Firm: _____

Address: _____

Phone: _____

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



EXHIBIT C

**REFER TO NEXT PAGE FOR
GENERAL REQUIREMENTS**

GENERAL REQUIREMENTS

CONTENTS

1. DEFINITIONS
2. BOND
3. CONTRACTOR'S FINANCIAL OBLIGATION
4. SAMPLES OR SPECIMENS
5. MATERIAL AND WORKMANSHIP
6. DEFECTIVE WORK
7. WARRANTY
8. Not Used
9. SAFETY AND ACCIDENT PREVENTION
10. CHARACTER OF WORKFORCE
11. PREVAILING WAGES & DIR REGISTRATION
12. PAYROLL RECORDS & ELECTRONIC SUBMISSION
13. HOURS OF LABOR
14. EMPLOYMENT OF APPRENTICES
15. CHANGES
16. EFFECT OF EXTENSIONS OF TIME
17. DELAYS
18. TERMINATION
19. DAMAGES
20. ORDER OF PRECEDENCE
21. INDEMNIFICATION/RESPONSIBILITY
22. PROHIBITION OF ASSIGNMENT
23. NEWS RELEASES
24. SEVERABILITY
25. COVENANT AGAINST GRATUITIES
26. RIGHTS AND REMEDIES OF THE DISTRICT
27. WAIVER OF RIGHTS
28. CONFIDENTIALITY

1. DEFINITIONS

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

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

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

2. BOND

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

returned to the Contractor.

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

3. CONTRACTOR'S FINANCIAL OBLIGATION

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

4. SAMPLES OR SPECIMENS

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

5. MATERIAL AND WORKMANSHIP

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

6. DEFECTIVE WORK

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

7. WARRANTY

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and

workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guarantees shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of **one** year from the date of acceptance by the District, but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

8. NOT USED

9. SAFETY AND ACCIDENT PREVENTION

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

10. CHARACTER OF WORKFORCE

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

11. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to perform work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required

to post job site notices, "as prescribed by regulation" (LC § 1771.4).

- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

12. PAYROLL RECORDS & ELECTRONIC SUBMISSION

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.
- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Project Manager. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

13. HOURS OF LABOR

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

- a. Eight hours of labor constitutes a legal day's Work under the contract.

- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

14. EMPLOYMENT OF APPRENTICES

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

15. CHANGES

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.

- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.
- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

16. EFFECT OF EXTENSIONS OF TIME

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

17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.
- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the

Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:

- i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
- ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

18. TERMINATION

a. Termination by the District for Cause:

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

9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
10. The Contractor is in default of any other material obligation under the Contract Documents.

- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.
- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
- iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:
1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
 4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of

California or of the United States ("Force Majeure") , the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

19. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

20. ORDER OF PRECEDENCE

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

21. INDEMNIFICATION/RESPONSIBILITY

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

22. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract. This prohibition does not apply to the District. The District retains the right to assign this Contract in whole or in part at any time upon reasonable terms.

23. NEWS RELEASES

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

24. SEVERABILITY

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

25. COVENANT AGAINST GRATUITIES

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

equity.

26. RIGHTS AND REMEDIES OF THE DISTRICT

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

27. WAIVER OF RIGHTS

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

28. CONFIDENTIALITY

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



EXHIBIT D

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

- ☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

- ☐ 2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). *A copy of the written permission from the District is included with our bid or proposal.*



EXHIBIT E

**REFER TO NEXT PAGE FOR
BIDDERS BOND FORM &
PERFORMANCE BOND FORM**



BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____

as Principal (name and California address where service may be effected), and _____

as Surety (name and California address where service may be effected), are held and firmly bound unto the EAST BAY MUNICIPAL UTILITY DISTRICT, hereinafter called the District, in the sum equal to Ten Per Cent of the Total Amount of the Bid submitted by the Principal to the District under the Specifications accompanying this bond and which are incorporated by reference herein, or One Thousand Dollars (\$1,000), whichever is greater, for the payment of which sum in lawful money of the United States of America to the District we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to the District;

NOW, THEREFORE, if the Principal is awarded a contract by the District and, within the time and in the manner required by said Specifications, enters into a written contract with the District and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

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

DATE: _____

Principal

By _____

*Title _____

By _____

**Title _____

(SEAL OF SURETY)

Surety

By _____

Title _____

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

Specifications / Proposal No. _____



DATE _____

FAITHFUL PERFORMANCE BOND

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

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

AMOUNT OF BOND (Sum in words and figures)

CONTRACT DOCUMENTS (As named in the Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

FAITHFUL PERFORMANCE BOND

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

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

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

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

Contractor

By _____

*Title _____

By _____

**Title _____

(SEAL OF SURETY)

Surety

By _____

Title _____

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

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

_____, East Bay Municipal Utility District

Specifications / Proposal No. _____

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

**Corporate Secretary or financial officer.



EXHIBIT F

**REFER TO NEXT PAGE FOR
REMOVAL OF LEAD CONTAINING BUILDING MATERIALS:
GENERAL REQUIREMENTS AND SCOPE OF WORK**

EXHIBIT F

REMOVAL OF LEAD CONTAINING BUILDING MATERIALS

REQUIREMENTS & SCOPE OF WORK

25712 & 25724 N. MCINTIRE ROAD, CLEMENTS, CA

PART 1 - GENERAL INFORMATION AND REQUIREMENTS

1.1 COMPLIANCE AND INTENT

- A. East Bay Municipal Utility District (EBMUD) has determined that the exterior siding of two residences and the associated garage (Residences) located at the Mokelumne River Fish Hatchery complex require renovation. The Residences are located at 25712 and 25724 North McIntire Road, Clements, CA 95227. This project is not considered a “Lead Abatement” project subject to CDPH Title 17 requirements. However, the renovation of the property will be subject to Cal-OSHA Title 8 requirements due to the presence of lead in exterior paints and will be subject to the lead safe work practices prescribed in this document and any applicable local, state, and federal regulatory requirements to prevent the creation of a lead hazard.
- B. This work impacts materials with lead-containing paints. References to “lead-based,” and/or “lead paint” shall be inclusive of all exterior paints or coatings at this structure which have been determined to be lead containing by a State Certified Lead Inspector. Materials not sampled or included in attached reports shall be assumed to be lead containing.
- C. It is the intent of EBMUD to prevent the creation of a lead hazard during the renovation of the exterior of this building for building inhabitants and to ensure the contractor follows necessary Cal-OSHA Title 8 requirements for worker safety.
- D. These specifications are designed to minimize and control potential lead hazards encountered and created by renovation activities. Contractors are hereby informed that these specifications contain work practices, engineering controls, personal protective equipment, worker certifications, and other requirements above and beyond those minimally required by applicable regulations.

1.2 SUMMARY

A. Work Includes

- 1. This project includes the removal of existing wood siding, soffit, fascia, and trim at the Residences defined under Section 1.1, A above. This project includes the disturbance of materials with lead-containing paint. For a complete summary of the project please reference the main project specifications. This section was created to provide specifications for preventing the creation of a lead hazard while removing existing materials that have lead containing paint.

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

B. Site Activity

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

C. Definitions

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

D. Compliance Agencies

1. There are various agencies that regulate activities involving lead-containing paints and coatings. The following is a summary list of the most important agencies and regulations that apply to the disturbance of lead and lead in paint during construction work. This list is not to be considered comprehensive. The Contractor is responsible for complying with all applicable Federal, State, and Local regulations that may apply to the specific work being conducted by the Contractor.
 - a. Environmental Protection Agency (EPA): Identification of Dangerous Levels of Lead; Final Rule (40 CFR Part 745 Subpart D). The EPA defines lead-based paint as paint and coatings that contain lead in concentrations equal to or more than one milligram per square centimeter (1 mg/cm²), 5000 parts per million (5000 ppm), or one half of one percent (0.5%) by weight. Lead-containing paint has detectable levels of lead below these levels. EPA regulations apply to all housing and child-occupied facilities built before 1978. The term “lead containing paint” refers to all paints that may be disturbed on this project.
 - b. Housing and Urban Development (HUD): Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance (24 CFR Part 35). The HUD Rule for Federal Housing (shortened name) applies to all residential properties built before 1978 that receive Federal financial assistance. This regulation uses the same definition of lead-based paint as the EPA. The work practices and procedures described in these specifications are designed to comply with occupant and worker protection regulations as mandated by OSHA
 - c. California Department of Public Health: Accreditation, Certification, and Work Practices For Lead-Based Paint And Lead Hazards (Title 17 CCR, Division 1, Chapter 8, Sections 35000-361000). This regulation primarily applies to residential and public buildings located in California. The definition of a public building is one that is “generally accessible to the public.” Some aspects of this regulation, particularly those that pertain to the definition of “presumed lead-based paint” and the containment requirements for disturbing lead-based paint apply to all structures in California. The CDPH regulation’s definition of lead-based paint is identical to the EPA/HUD definition of 1 mg/cm², 5000 ppm, 0.5% by weight. In addition, this regulation requires all paint on structures in California to be treated as “presumed lead-based paint” unless the paint is

on a home built after 1978 or a school built after 1992. The CDPH regulation differentiates between work that disturbs lead as part of renovation or maintenance work and work that disturbs lead as part of “abatement” work as defined in Title 17. The work practices and procedures described in these specifications are designed to comply with occupant and worker protection regulations as mandated by OSHA and Cal/OSHA regulations for work that disturbs lead as part of renovation, demolition, and maintenance work. These specifications are also designed to comply with the requirements for abatement as defined in the CDPH Title 17 regulation.

- d. Occupational Safety and Health Administration (OSHA) and California Occupational Safety and Health Administration (Cal/OSHA). Lead Standard for the Construction Industry (29 CFR 1926.62) (8 CCR 1532.1). This standard regulates work done by employees who may disturb lead as part of renovation or maintenance work. Painting activities that may disturb lead are covered by this standard. The OSHA and the Cal/OSHA standards are virtually identical though Cal/OSHA adds some requirements that are not in the OSHA standard. OSHA and Cal/OSHA regulate lead whenever lead is determined to exist in a material. When the term “lead-containing paint” is used in the context of these specifications, the term is used to refer to paint that contains lead in an amount equal to or above the reporting limit for the laboratory analysis or detected by an X-ray Fluorescent Analyzer (XRF). In addition, Cal/OSHA uses the EPA/HUD/CDPH definition of lead-based paint (1 mg/cm², 5000 ppm, 0.5% by weight) for their pre-job notification requirements discussed in section 1.3. The Cal/OSHA standard has additional requirements that are not in the Federal OSHA standard found in 29 CFR 1926.62. Contractors not familiar with the California standard must familiarize themselves with the additional requirements. The following information summarizes the significant additional requirements in the Cal/OSHA standard. This summary is not meant to substitute for the Contractor reading and being familiar with the Cal/OSHA requirements. The California standard requires employers to notify Cal/OSHA before employees conduct a trigger task that will disturb more than 100 square or linear feet of material that contains lead in concentrations equal to or above 1 mg/cm², 5000 ppm, 0.5% by weight. The notification also applies to welding or torch cutting that takes more than one hour in a shift. Trigger tasks are described in 8 CCR 1532.1 (d)(2). In brief, they include manual demolition, scraping, sanding, using HEPA-attached equipment, using heat guns to remove lead paint, welding, torch cutting, and using other more aggressive techniques. (This is a summary list and does not list all tasks that are considered trigger tasks). The California standard defines lead-containing paint at the Consumer Product Safety Commission’s (CPSC) level of 0.06% by weight or 600 ppm for non-trigger tasks; however, both the California and Federal OSHA standards require training, personal protective equipment, and specific work practice

precautions whenever employees will disturb lead in any concentration (including less than 600 ppm). Thus Cal/OSHA (like OSHA) regulates paint when it contains lead above the reporting limit for laboratory analysis or detectable by an XRF. The California standard also requires CDPH lead training and certification for any supervisors or workers who are expected to be exposed or are shown to be exposed to airborne lead levels above the Permissible Exposure Limit (PEL) in residential or public buildings. (A public building is defined as being “generally accessible to the public.”) The California standard uses the term “regulated area”. Cal/OSHA requires the supervisor to establish a regulated area whenever workers may be exposed to airborne lead over the PEL or if they will perform “trigger tasks” as defined in 8 CCR 1532.1 (d)(2). All areas of work on this project require a regulated area, regardless of airborne exposures experienced by the workers.

1.3 RELATED WORK IN OTHER SECTIONS

A. Exhibit G: 01 35 44 - Environmental Requirements (Rev 200706)

1.4 SUBMITTALS & NOTIFICATIONS (PRE-JOB)

A. Regulatory Notifications and Submittals

1. Generally, work involving the disturbance of lead based paint or materials will requires Contractors to submit a Lead-Work Pre-Job Notification as specified in CCR 1532.1(p). The contractor shall determine if this notification is warranted, given that only lead containing paint on materials will be disturbed. If the contractor proceeds with the notification to Cal/OSHA, they shall provide a copy of this notification to THE OWNER as part of the Contractor’s pre-work submittal package.

B. Submittals to the Owner by the Contractor

1. While additional documents may be required by the scope of work for this project, at a minimum the Contractor will be required to provide THE OWNER with the following documents regarding the Contractor’s ability to safely disturb paint and other materials which contain lead. These submittals must be received before the project begins.
 - a. A written compliance plan must be provided to THE OWNER and include the following:
 - 1) A description of equipment and materials, controls, crew size, job responsibilities, and operations and maintenance procedures for each activity in which lead is disturbed and potentially emitted;
 - 2) A description of specific control methods (wet methods, engineering controls, etc.);

- 3) Technology considered in meeting the Cal/OSHA permissible exposure level (PEL);
 - 4) Air monitoring data documenting sources of lead emissions;
 - 5) A detailed implementation schedule for the compliance plan, including the schedule for inspections by a competent person;
 - 6) A description of the lead work practice program which will be used to control worker exposures. This includes the use of protective work clothing, equipment, hygiene facilities and practices, and housekeeping practices;
 - 7) A description of the steps the Contractor will take to minimize the generation of hazardous waste produced on this project. This includes, but is not necessarily limited to how the contractor will separate waste streams. For example, how will the Contractor keep potentially hazardous waste such as paint chips and dust from being disposed of with other potentially non-hazardous construction materials and debris.
- b. The Contractor shall submit to THE OWNER proof that the supervisor and workers meet the training requirements listed in 8 CCR 1532.1(l)(2) for employees who may be exposed above the Action Level of 30 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) based on an eight hour time-weighted average. CDPH certification as lead workers or as a lead supervisor will also meet this requirement.

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

- A. The Contractor shall submit to THE OWNER proof of current DOP or equivalent testing method certifications for HEPA equipped vacuums and pressure differential units if they are to be used on this project.
- B. The following documents must be provided to THE OWNER following completion of the physical activities associated with the project. The following documents must be received and approved by THE OWNER before the work is considered completed and payment issued.
 1. The Contractor must provide the results of exposure sampling done to comply with the requirements of 8 CCR 1532.1 (d). Sample information must include (but is not restricted to) the name of the individuals wearing the samples, the last four digits of the individual's Social Security Number or Company ID number, the date the samples were collected, identification by unique descriptor for the area where the work is being performed, and identification of the work being performed. EXAMPLE: James Black, 000-11-222, 06/25/03, Bill Jackson Elementary School, Building H, Classroom 5, East covered walkway, paint surface preparation work. Laboratory results shall be provided

to THE OWNER within 72 hours of sample collection. Laboratory results shall be accompanied with sampling chain of custody documentation.

- a. Chain of custody shall show the name and organization of each person having custody of the sample, and shall also show the sample number, job name and location, time of day and date sample taken, material sampled, and tests to be performed.
2. The Contractor must provide all waste disposal documentation, including their hazardous waste determination and any analytical data that it might rely on.
3. The Contractor shall submit to THE OWNER, for the closure of the project, a letter stating that all required documentation has been submitted to THE OWNER through proper channels.

1.6 TRAINING REQUIREMENTS

- A. All contractor employees on this project involved with disturbing materials with materials with lead containing must meet the training requirements listed in 8 CCR 1532.1(1)(2). CDPH Lead Certification as either Supervisors or Workers will also meet this requirement.

PART 2 - MATERIALS AND EQUIPMENT

2.1 FIRE RESISTANT PLASTIC SHEETING (POLY)

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

2.2 HEPA FILTRATION SYSTEMS

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

2.3 VACUUM-ASSISTED TOOLS

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

2.4 POWER WASHING

- A. No high pressure or water blasting tools may be used if the spray will contact lead-containing paint. For the purposes of this specification, power washing is defined as: the use of a low pressure power washer to rinse/wash stable painted or coated

surfaces to remove dust, dirt, grime, and other foreign matter in preparation for re-painting. In no circumstance is this to be construed as water blasting, and is not intended nor shall be used to remove lead-containing paints or coatings from surfaces. Areas of loose, peeling, cracking, or unstable coatings shall be prepared for re-painting using the appropriate methods and personnel protective equipment as specified by Cal/OSHA and CDPH regulations, and these specifications.

- B. Prior to performing power wash operations, the Contractor must determine if the local sanitation district requires a wastewater discharge permit for Surface Washers. Should this permit be required, the Contractor is responsible for obtaining it, accurately completing it and adhering to the permit requirements. If there is a septic system, then no discharges will be permitted.

2.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor shall use respirators and personal protective equipment as required by 8 CCR 1532.1 and as appropriate based on personal air monitoring results. All respirators must be NIOSH/MSHA approved.
- B. Respirator fit test records and the respiratory protection program shall be retained on site as part of the project documentation if respiratory protection is used on this project. Disposable dust/mist respirators are prohibited.
- C. At a minimum, half-face respirators with P-100 cartridges will be required during surface preparation where there is manual scraping or sanding. If only water washing of the surfaces is performed, respiratory protection will not be required unless the Contractor's air sampling results indicate that respirators are required.

PART 3 - EXECUTION

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

3.2 PROTECTION OF ADJACENT ITEMS AND OCCUPANTS

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

3.3 AIR SAMPLING

- A. THE OWNER may determine it appropriate to collect air samples to evaluate the effectiveness of the Contractor's engineering controls and work practices. Air sampling may also be used to verify the effectiveness of the Contractor's work practices and/or containment system.
- B. THE OWNER may choose to collect area air samples within the work area. These samples results may be used to generate an eight-hour, time-weighted average. The result of area samples in a lead work area should normally be far below what the workers are breathing; therefore, if THE OWNER's work area air sample results show exposures above 15 µg/m³, this will trigger a re-evaluation of the Contractor's work practices, engineering controls, and containment system.
- C. Compliance with Requirements for the Cal/OSHA Permissible Exposure Limit (PEL) and Action Level
 - 1. The Contractor is responsible for conducting personal air monitoring during disturbance of lead-containing or lead-based paint to evaluate airborne exposures during performance of any work listed as a Trigger Task as discussed in 8 CCR 1532.1 (d) (2). This sampling shall be in accordance with Cal/OSHA regulations found in Title 8 Section 1532.1, in order to determine worker exposure to lead and evaluate the effectiveness of the Contractor's written Compliance Work Plan submitted to THE OWNER.
 - 2. The Contractor is responsible for conducting exposure air monitoring of the Contractor's employees that complies with the requirements of 8 CCR 1532.1 (d). Should the Contractor wish to make use of the exceptions to air sampling stated in 8 CCR 1532.1 (d)(3)(C) & (D), the Contractor must submit the required information to THE OWNER and receive written approval from THE OWNER prior to the Contractor reducing the personal protection, containment, or engineering controls stated in this specification. In summary, prior to any actions being taken based on the results of previous sampling conducted at different job sites, THE OWNER must specifically approve the use of those

results and the actions the Contractor wishes to take on the basis of the results of that sampling.

3. Contractors must assume the Action Level of 30 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) and the PEL of 50 $\mu\text{g}/\text{m}^3$ will be exceeded each time a new job task is conducted.
4. Contractors shall conduct personal air monitoring for each different work practice or activity that disturbs materials containing lead. Monitoring shall continue until all different job classifications have been shown not to expose workers to lead levels above the Action Level of 30 $\mu\text{g}/\text{m}^3$.

3.4 SUSPENSION OF WORK

- A. THE OWNER or its designated agents may suspend all work that disturbs lead if any controls (such as barriers) fail, if excessive amounts of debris known or suspected to contain lead are detected outside the containment, or if work is on the exterior of a structure and wind speeds are more than twenty miles per hour, or if in the judgment of THE OWNER, other factors exist that determine the work must be stopped because of the potential of lead hazards being created. For example, THE OWNER may conduct perimeter air monitoring which identifies lead being released from containment; THE OWNER will suspend work until more effective containment, work practices, and engineering controls are utilized.
- B. The Contractor shall not conduct exterior work if wind speeds are greater than 20 miles per hour.
- C. Work must stop and clean-up occur before any rain begins.
- D. Note: If the Contractor is found conducting lead related work not specifically mentioned and described in the compliance plan, the work will be stopped until a compliance plan including that work is submitted, reviewed, and approved by THE OWNER.

3.5 ALTERNATIVE WORK PLANS

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

3.6 PROHIBITED WORK PRACTICES

- A. The following work activities are prohibited on the project:
 1. Open-flame burning or torch cutting.
 2. Machine sanding or grinding without a tool equipped with a vacuum recovery system that includes High Efficiency Particulate Air (HEPA) filtration.

3. Uncontained hydro-blasting or high-pressure washing.
4. Abrasive blasting or sandblasting without a tool equipped with a vacuum recovery system that includes HEPA filtration or done outside of a negative pressure enclosure.
5. Heat guns operating above 1,100° F.
6. Dry scraping (except for limited areas where electrical hazards create a higher risk than lead.)
7. Use of methylene chloride based paint strippers.
8. Abrasive blasting is not allowed on this project.
9. Power washing and power blasting are not permitted on this project

3.7 COMPETENT PERSON

- A. The Contractor shall have a competent person (as defined by Cal/OSHA) onsite at all times to supervise and oversee all activities which may disturb materials containing lead. This person must be a CDPH Certified Lead Supervisor. Trigger tasks include but are not limited to, manual demolition, scraping and sanding, using heat guns, power tool cleaning with or without dust collection systems, abrasive blasting, welding, cutting, torch burning, and debris clean-up.

3.8 WORK SITE PREPARATION

- A. Any work practice that creates paint chips, dust, or painted debris must be conducted within a regulated area as defined in 8 CCR 1532.1 and within a containment at least as stringent as described in these specifications. The containment system shall be designed and constructed to prevent visible dust or debris from escaping the work area. The regulated area shall be in compliance with the Cal/OSHA lead in construction standard found in 8 CCR 1532.1 (i)(6) and Title 17. In addition, the containment shall be designed to avoid generation of airborne lead in concentrations above 5 µg/m³ downwind at the perimeter of the work area.
- B. Preparation of the work area at the site must be completed using 6-mil polyethylene (poly) sheeting placed over floors, asphalt, concrete, soil, vegetation, and other surfaces in the immediate work area. Care must be taken not to burn or otherwise damage plants and other vegetation surrounding the house. All trees must be protected from the work as necessary to assure trees are not damaged during this project. Contractor containment is to be erected in a fashion that protects the interior of the building from lead exposure. This includes during the removal of paints and components that contain lead both outside the building and partial inside, such as, but not limited to windows frames, door frames, conduit, and similar materials.
- C. Exterior Work Site Preparation

1. For exterior work site preparation, one layer of 6-mil poly sheeting should be placed on the ground extending at least 10 feet beyond the perimeter of surfaces included in the work. This poly sheeting must be extended a minimum of twenty feet for a multistory building. Depending on wind conditions, the poly may need to be extended further than the ten and twenty foot minimums. The poly on the ground must be adequate to catch all paint chips, dust and debris that is released by the work.
2. Do not anchor ladder feet on top of plastic (puncture the plastic to anchor ladders securely to ground). For all other exterior painted surfaces, protect the poly sheeting with boards to prevent puncture from falling debris, nails, etc., if necessary. Secure the plastic to the side of the building with tape, or other anchoring system, so there is no gap between the plastic and the building. Weight all plastic sheets down using wooden two-by-fours or similar object.
3. If water blasting is to be performed raise edges of the plastic to create a catch basin to prevent runoff of contaminated water. Contaminated water must be disposed of in compliance with applicable Federal, State and Local regulations.
4. The exterior of all windows located within ten feet of any disturbance of lead must be sealed by covering them with at least one layer of six mil thick poly sheeting. All ventilation machinery within 20 feet of the disturbance should be sealed by at least one layer of six mil thick poly sheeting. Keep all windows within 20 feet of working surfaces closed, including windows of adjacent structures.
5. For all disturbance of paint involved in removing paint from the exterior of a window or removing the window with paint on it, the Contractor must seal the inside of the window with two layers of 6 mil thick poly. There shall be no gaps between the interior wall and the material.
6. Those in adjacent areas must be kept a sufficient distance from any chance of encountering lead dust and debris; therefore, the Contractor shall erect barrier tape at a 20-foot perimeter outside the edge of the containment area poly sheeting. This barrier tape shall comply with 8 CCR 1532.1 (m) and read, at a minimum: WARNING, LEAD WORK AREA, POISON, NO SMOKING OR EATING.
7. Barrier tape must not be directly adjacent to poly sheeting used to contain dust and debris. There must be a "buffer zone" between the poly sheeting and the barrier tape. In summary, if the poly sheeting extends twenty feet out from the surface being disturbed, the barrier tape must be placed 30 feet away from the surface being disturbed. If the poly sheeting extends to 30 feet out, then the barrier tape must be at least 40 feet out from the surface being disturbed. The additional 10-foot area beyond the poly sheeting, but inside of the barrier tape, is still part of the regulated area; no lead dust or debris may be present in this buffer zone area at any time.

8. THE OWNER recognizes that the distances described in developing the containment may not be feasible in certain situations; however, modifications to these requirements must be specifically approved by THE OWNER prior to their implementation.
9. The Contractor shall not leave debris or unprotected ground poly sheeting out overnight. The Contractor shall keep all debris in a secured area until final disposal. Vertical poly that protects ground poly must be both weather and intruder (person or animal) resistant.

D. Interior Site Preparation

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

E. Wet Work Practices

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

3.9 LEAD WASTE MANAGEMENT

- A. The Contractor is required to comply with all regulations in Title 8 Section 1532.1 Lead in Construction, Cal/EPA Title 22 for waste classification and disposal, and CDPH Title 17 lead-related construction work practices such as, but not limited to, containment requirements. Additionally, the contractor is to comply with Exhibit G: 01 35 44 - Environmental Requirements (Rev 200706).

B. Lead Waste Testing

1. The Contractor must conduct appropriate waste stream characterization profiling prior to disposal of waste products such as water, sand, paint chips, vacuum debris, and filters generated during surface preparation activities. Once completed, the analytical report, including QA/QC data must be submitted to THE OWNER for review. The Contractor is responsible for all costs associated with waste stream characterization profiling.
 - a. The Contractor may not remove or dispose of the profiled materials from the job site until this review has been completed and the Contractor has been informed by THE OWNER of their concurrence that the materials have been properly tested and meet the requirements allowing the materials to be classified as hazardous or non-hazardous.

C. Waste Manifests

1. The Contractor is responsible for obtaining and properly completing any Uniform Hazardous Waste Manifests needed for the disposal of lead containing waste. However, the Contractor SHALL NOT sign any Uniform

Hazardous Waste Manifests in place of the Owner. The Owner shall sign all generated manifests and respective land disposal restrictions.

2. The following information shall be used when completing a Uniform Hazardous Waste Manifest used to dispose of hazardous waste generated at this site during this project.
 - a. Block #1 (Generator's US EPA ID No., provided by Engineer/Project Manager)
 - b. Block #3 (Generator's Name and Address) and Block #4 (Generator's Phone Number)
 - c. Block #15 (Special Handling Instructions and Additional Information)
3. The Contractor SHALL contact THE OWNER in advance of the scheduled pick up time and date so the waste materials can be visually inspected for proper handling. At that time the Contractor shall deliver the Uniform Hazardous Waste Manifest to THE OWNER so it can be reviewed for signature by THE OWNER.

3.10 DECONTAMINATION PROCEDURES

- A. Decontamination procedures shall be established by the Contractor depending upon the airborne concentrations of lead, and shall, at a minimum, be in compliance with 8 CCR 1532.1 (i)(1-5). As stated in 8 1532.1 (i)(1-5), the Contractor shall ensure that these decontamination facilities are used by the supervisor and workers. For work that does not exceed the PEL, the Contractor must ensure that a hand-washing station is available and used by the supervisor and workers. For work that exceeds the PEL, or is assumed to exceed the PEL, the Contractor must provide a temporary on-site shower facility.
- B. Avoiding Contamination of Adjacent Areas by Proper Decontamination
 1. The Contractor must ensure that no lead-contaminated dust or debris is tracked out of the regulated, contained area on the clothes or footwear of those allowed in the work area. Footwear worn out of the work area must have been covered by protective booties if worn in the work area. Following removal of the protective covering over the footwear, all footwear worn in the work area must be HEPA vacuumed before allowing it to be worn out of the regulated area. Footwear that can be washed before leaving the work area does not need to be covered by protective booties as long as the exterior of the footwear is thoroughly washed prior to being worn outside of the regulated area. All generated wastewater shall be handled in accordance with all local, state , and federal regulations.
 2. Should THE OWNER discover that an occupant of the regulated area has exited the regulated area without properly decontaminating, the Contractor will

be required to clean the adjacent areas that in the opinion of THE OWNER may have been exposed to lead dust or debris from this action. Failure to properly decontaminate is demonstrated by wearing protective clothing outside the regulated area that was previously worn inside the regulated area or by wearing footwear outside the regulated area that was not properly covered and/or decontaminated. The failure to adequately decontaminate will trigger the following cleaning: in all areas determined necessary by THE OWNER, the Contractor shall be required to HEPA vacuum, then wet wash, then HEPA vacuum again all potentially contaminated areas and items to the satisfaction of THE OWNER. THE OWNER will not need to demonstrate the need for this cleaning by the presence of visible dust and will not need to collect settled dust samples in order to require the Contractor to implement the cleaning routine. All cleaning materials, debris, and/or wet wash water shall be disposed of in accordance with Section 3.9 LEAD WASTE MANAGEMENT of this specification.

3.11 ENSURING EFFECTIVENESS OF CONTAINMENT

- A. The containment system used by the Contractor must be designed to eliminate any lead dust or debris from leaving the regulated work area in an uncontrolled, uncontained fashion. Should the interior and exterior site preparation described in this section not be adequate at controlling the release of lead dust and debris, the Contractor must stop work and design a more effective containment system. The Contractor is responsible for designing an effective containment system. Should that require a different type of Containment than described in the compliance work plan provided THE OWNER, the Contractor must obtain approval from THE OWNER to implement the proposed replacement type of containment. All costs associated with developing an effective containment system are the responsibility of the Contractor.
- B. Work Practices Conducted to Ensure Effectiveness of the Containment
 - 1. The Contractor shall ensure the prompt cleanup of dust and debris created by the work. At a minimum, this means the work area must be cleaned of any visible dust and debris prior to any work stoppage (such as for breaks and/or lunch, or, if the containment is for an interior space, prior to the end of the work shift.)
 - 2. The Contractor must not allow significant amounts of paint chips and debris to gather on the poly sheeting and be trampled by the workers feet.
 - 3. The Contractor shall ensure that at least one worker is assigned to collect and clean any paint chips or debris that might be blown off the containment. This is particularly necessary for any work done on the exterior of multi-story buildings.

3.12 WORK INVOLVING WHOLE COMPONENT REMOVAL

- A. Prior to whole building components being removed, loose peeling and flaking paint must first be either removed from the component surfaces or stabilized. Any paint flakes generated during this work must be separated into appropriate waste streams and handled as a hazardous waste, or as deemed appropriate based on results of waste profiling.
- B. Air Sampling Done To Ensure Effectiveness Of The Containment
 - 1. The Contractor shall design engineering controls and barriers in order to ensure that the work does not generate an airborne release of lead more than 1 $\mu\text{g}/\text{m}^3$ above background levels as measured by THE OWNER at the perimeter of the work.
 - 2. THE OWNER may also choose to collect area air samples within the regulated area. Should these samples indicate an airborne lead level that is more than half of the Action Level (15 $\mu\text{g}/\text{m}^3$ as determined by an eight-hour time-weighted average), the Contractor shall change the engineering controls and/or work practices in order to ensure that future area air samples results drop below 15 $\mu\text{g}/\text{m}^3$

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

LEAD-RELATED WORK PRE-CONSTRUCTION SUBMITTALS

1. _____ Current Training and Certification Records for Lead Worker/Supervisors
 - A. _____ Lead-Related Construction Training
Compliance with 8 CCR 1532.1 (l)(2) for all supervisors and workers
 - B. _____ Lead-Related Construction Certification(s) by CDPH
Certification as specified by 8 CCR 1532.1 (l)(3) for all supervisors and workers
Summary of specification requirements: All supervisors/workers must meet Cal/OSHA training requirements for those exposed over the Action Level OR have current certification as CDPH certified Lead Supervisors/Lead Workers.
2. _____ Written Compliance Plan

LEAD-RELATED INTERIM CONSTRUCTION SUBMITTALS

1. _____ Waste Stream Characterization Testing Results (prior to removal of waste from the site and generated during work impacting materials containing lead. This does not include whole architectural components.)
2. _____ Exposure Assessment (Air Monitoring) Results of Employees Performing “Trigger Tasks“(Within 5 days of Sample Collection)
3. _____ DOP or equivalent Testing Documentation
4. _____ Worker Documentation for New Workers Assigned to the Project or Workers with Documentation on File Which Expired During the Project

LEAD-RELATED POST CONSTRUCTION SUBMITTALS

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

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



EXHIBIT G

**REFER TO NEXT PAGE FOR
REMOVAL OF LEAD CONTAINING BUILDING MATERIALS:
ENVIRONMENTAL REQUIREMENTS**

ENVIRONMENTAL REQUIREMENTS

This specification to be used in conjunction with the document titled REMOVAL OF LEAD CONTAINING BUILDING MATERIALS – REQUIREMENTS & SCOPE OF WORK – 25712 & 25724 N. MCINTIRE ROAD, CLEMENTS, CA (SOW). The SOW supersedes this document for any perceived conflict.

PART 1 - GENERAL

1.1 DEFINITIONS

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

1.2

1.3 DESCRIPTION

- A. General Requirements
 - 1. Contractor shall be responsible for compliance with all applicable federal, state and local environmental regulations
 - 2. Contractor shall obtain and where necessary at the end of the Work, properly terminate, all necessary local, state and federal permits, to perform the Work as specified.
 - 3. Contractor shall implement all required environmental plans, procedures, and controls during performance of the Work.
 - 4. Contractor shall characterize all generated waste materials (Waste Materials) including solid wastes and liquid wastes per the specification language. Contractor shall meet with the District contact prior to commencement of the Work to review the project environmental requirements as applicable to the Contractor's procedures and to develop mutual understandings relative to

compliance with the environmental protection requirements and administration of the Contractor's environmental pollution control programs.

B. Site Activities

1. No debris including, but not limited to, demolition material, treated wood waste, stockpile leachate, soil, silt, sand, bark, slash, sawdust, asphalt, rubbish, paint, paint chips, oil, cement, concrete or washings thereof, oil or petroleum products, or other organic or earthen materials from construction activities shall be allowed to enter into storm drains and/or surface waters or be placed where it may be washed by rainfall or runoff outside the construction limits. When operations are completed, excess materials or waste materials shall be removed from the work area as specified in the Construction and Demolition Waste Disposal Plan.
2. All construction and waste materials shall be stored and disposed of in accordance with local, state, and federal regulations. Waste material shall be disposed of in locations approved by the District contact consistent with all applicable legal requirements and disposal facility permits.
3. Do not create a nuisance or pollution as defined in the California Water Code. Do not cause a violation of any applicable water quality standards for receiving waters adopted by the Central Valley Regional Board or the State Water Resources Control Board, as required by the Clean Water Act.
4. Stationary equipment such as motors, pumps, and generators, shall be equipped with drip pans and inspected weekly. Spill kits shall be available onsite.
5. Construction staging areas shall be flat surfaces or graded, or otherwise protected with Best Management Practices (BMPs), to contain surface runoff so that contaminants such as oil, grease, and fuel products do not drain towards receiving waters including storm drains, wetlands, drainages, and creeks.
6. All construction equipment shall be properly serviced and maintained in good operating condition to reduce emissions. Contractor shall make copies of equipment service logs available upon request.
7. Any chemical or hazardous material used in the performance of the Work shall be handled, stored, applied, and disposed of consistent with all applicable federal, state, and local laws and regulations.
8. In the event of a spill, contractor shall immediately notify the District contact, control the spill, and thoroughly clean up impacted area. The generated waste from clean-up activities shall be managed appropriately in accordance with the Construction and Demolition Waste Disposal Plan, detailed under Submittals, Section 1.4.

1.4 RELATED WORK IN OTHER SECTIONS

- A. Removal of Lead Containing Building Materials – Requirements & Scope of Work – 25712 & 25724 N. McIntire Road, Clements, CA.

1.5 SUBMITTALS

- A. Construction and Demolition Waste Disposal Plan:

- 1. Prepare a Construction and Demolition Waste Disposal Plan (Plan) and submit for the District contact's review and approval. No Waste Materials shall be disposed of prior to District contact's approval of the Plan

The Plan shall:

- a. Describe how the Contractor shall manage Waste Materials in accordance with all applicable local, state, and federal regulations.
 - b. Identify the applicable environmental permits required by the local, state, and federal agencies.
 - c. Include a list of reuse, recycling, and/or processing facilities where contractor can dispose of recovered nonhazardous Waste Materials.
 - d. Identify nonhazardous Waste Materials that are not recyclable or not recovered which will be disposed of in a permitted landfill.
 - e. Include the permitted landfill or other permitted disposal facilities that will be accepting the disposed nonhazardous Waste Materials.
 - f. Identify each type of nonhazardous Waste Material to be reused, recycled or disposed of, including a quantity estimate.
 - g. Include a sampling and analytical plan for characterization of Waste Materials in accordance with *Part 2, Section 2.1 Sampling and Analysis*
- 2. Waste Materials shall only be disposed of at facilities approved of by the District, as provided in Appendix A. District contact to provide list of approved facilities.
 - 3. Approval request for a proposed reuse, recycling, and/or disposal site not included in Appendix A shall be submitted with respective information to District contact, No Waste Materials shall be removed from the project site without approval of the District contact.
 - 4. All information pertinent to the characterization of Waste Materials shall be disclosed to the District and the identified reuse, recycling, reclamation, or disposal facility. Copies of all profile forms and/or correspondence between

the contractor and the reuse, recycling, reclamation, or disposal facility shall be submitted to the District contact.

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

B. Hazardous Waste Manifests:

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

C. Analytical Test Results:

1. Submit signed analytical laboratory report, including QA/QC data and chain-of-custody (COC).
2. Ensure the COC is accurately completed for each sample collected, including identification number, collection date and time, location, type, matrix, and appropriate analytical method, in addition to all required signatures
 - a. Specify any follow-up profiling analysis to be run based on results.
 - b. Submit analytical report as detailed in Item 1 above for all follow-up analysis.
3. Provide characterization profile for all Waste Materials and imported fill materials to the District contact prior to handling.

PART 2 - EXECUTION

2.1 SAMPLING AND ANALYSIS

A. Sampling and Testing of Materials:

1. All sampling shall be conducted by a California Department of Public Health (CDPH) certified Inspector/Assessor if collected prior to the creation of the waste streams. Testing shall be performed by a laboratory that complies with and is certified under the Environmental Protection Agency's National Lead Laboratory Accreditation Program (NLLAP) and the State of California's Environmental Laboratory Accreditation Program (ELAP) of the California Department of Health Services.
2. Sampling and analysis of Wastes Materials shall be conducted according to methods listed in Environmental Protection Agency Document SW 846. Sampling and analysis of wastes and solids shall be representative of the total amount/volume of waste.
 - a. At a minimum, analytical work, conducted on spent abrasive, paint debris and soil shall include EPA 6010 and 7000 series for 17 metals (see below), STLTC, TTLTC, and TCLP.
 - b. Metal analysis shall include the following metals: Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Cobalt, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium and Zinc.
3. Each sample shall have an identifying sample number assigned by the Contractor when the sample is taken. Sample number shall be recorded on the COC and in all reports, correspondence, and other documentation pertaining to the sample. Each sample shall have a respective COC. COC shall be compiled as detailed under Submittals, Section C.
4. An employee or representative of the District may witness sampling and may take split samples for District records and for additional analyses if required. Notify the District contact at least 7-days prior to sampling.

2.2 WASTE DISPOSAL

- A. District contact will review analytical laboratory reports for District acceptance of Contractor's characterization profile of Waste Materials.
- B. District contact shall obtain a Hazardous Waste Generator's EPA ID Number if required for disposal of Waste Materials identified as hazardous.
- C. District contact shall give Contractor written notice to dispose of hazardous Waste Materials at a permitted Class I disposal site if the District contact determines that

such disposal is required based on review of Contractor's waste characterization profile and the analytical results of samples collected.

1. Additional payment for disposal (transport by a licensed hazardous waste hauler if applicable and disposal) at identified permitted Class I disposal site will be under Bid Items "Transportation and disposal of lead containing materials" as specified under Exhibit A, proposal form.
 2. Non-hazardous Waste Materials shall be disposed as outlined in the approved Construction and Demolition Waste Disposal Plan.
- D. If applicable, Waste Materials from different sites shall not be transported or mixed until each Waste Material is determined to be non-hazardous. Excavation Waste Materials shall be segregated, stored or stockpiled at each site in accordance with applicable local, state, and federal regulations until classified and accepted for handling by the District contact.
- E. Transport Waste Materials in accordance with all local, state, and federal laws, rules, and regulations.
- F. Contractor shall be responsible for all costs associated with disposal of all Waste Materials generated by the Contractor's work.



APPENDIX A

**REFER TO NEXT PAGE FOR
LIST OF ACCEPTABLE TREATMENT AND DISPOSAL FACILITIES**

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

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

		Type of Waste Accepted	
Facility Name	Facility Location	General	Detailed
Acme Landfill	Martinez, CA	Class II, non-hazardous waste (I and III cells are CLOSED)	Construction-demolition (CD) debris, green waste, scrap metal, wood waste, appliances, other (clean fill, concrete, ceramic tile, asphalt, sheet rock, furniture)
Altamont Landfill & Resource Recovery Facility	Livermore, CA	Class II & III non-hazardous waste landfill	Municipal waste, construction debris, industrial waste, contaminated soils, liquid waste, sludges, treated auto shredder waste (TASW) metal, treated wood, green waste, friable and non-friable asbestos
Aqua Clear Farms	Rio Vista, CA	Class II, drilling mud only	Primarily drilling mud and cuttings from oil and gas exploration; typically 20-30% solids, 58-79% water and 1-2% hydrocarbons
California Asbestos Monofill	Copperopolis, CA	inert asbestos-containing waste only	Asbestos and inert waste tires
Chemical Waste Management, Inc. - Kettleman	Kettleman City, CA	Class 1, RCRA and Non-RCRA hazardous waste landfill	Accepts everything but compressed gases, radioactive waste, infectious material, explosives. NOTE: batteries, mercury, acids, acids requiring neutralization, fuels, oil recycling and wastes requiring incineration are transferred offsite for treatment/disposal at secondary facilities. If used, must ensure secondary facility has been audited by District
Clean Harbors (aka Safety Kleen, formerly Laidlaw) - Buttonwillow	Buttonwillow, CA	Class 1, RCRA and Non-RCRA hazardous waste treatment / landfill	All RCRA haz waste (except flammables, PCBs > 50 ppm, med waste, explosives, and rad waste > 20,000 pCi); hazardous bulk solid and liquid wastes
Clean Harbors Environ. Services, Inc. (Formerly Laidlaw)	5756 Alba St., Los Angeles, CA	RCRA and Non-RCRA hazardous waste treatment	Inorganic acids and bases, industrial wastewater, household haz waste, ethylene glycol, waste oils, batteries, incinerator ash, halogenated solvents, fluorescent and mercury lamps, mercury materials, PCBs, labpacks, asbestos
Safety-Kleen of California (Clean Harbors, formerly Evergreen Oil, Inc.)	Newark, CA	Class 1, RCRA Part B hazardous waste treatment	used oil, used oil filters, used anti-freeze, RCRA fuel and contaminated petroleum products, and RCRA/non-RCRA oily wastewater
Clean Harbors Environmental Services (formerly Solvent Service, Inc., SSI)	1021 Berryessa Road, San Jose, CA 95133	RCRA and Non-RCRA hazardous waste	Solvents, fuels, oils certain paints, corrosive liquids and solids organic and inorganic wastewaters, bulk and drummed solids, lab packs and RCRA solids (D004-D011, F006, D018-D043). T&S main facility handles container & bulk liquids for transfer - consolidation. Additional rail spur transfer facility is permitted.
Clean Harbors Wilmington LLC (aka Teris LLC - ENSCO West)	Wilmington, CA	RCRA and Non-RCRA hazardous waste	Oil recycling, storage and transfer facility for containerized liquid and solid hazardous waste; wastewaters treated at Clean Harbor's San Jose and/or other CH disposal facilities; incinerable wastes shipped to their Aragonite, UT, Kimball, NE, or El Dorado, AR; landfills sent to their Buttonwillow, CA
Crosby & Overton	Long Beach, CA Oakland, CA transfer station	RCRA Part B and Non-RCRA hazardous waste	Bulk liquids for on-site treatment: non-hazardous hydrocarbon-contaminated water, non-RCRA oily water and RCRA-D001 and/or D-18 (oil waters with gasoline). Drummed liquids & solids (roll-offs & triwalls): non-hazardous, non RCRA & RCRA, lab packs and household hazardous waste.
Depressurized Tech. (DTI)	Morgan Hill, CA	Class I, aerosol cans only (RCRA, non-RCRA, and non-haz)	Aerosol cans recovery & recycling (hazardous/non-hazardous; empty/full/partially full)
D/K Dixon	Dixon, CA	Non-RCRA	Used oil, oily water, used antifreeze
ECDC Environmental, L.C.	East Carbon, UT	Class V, non-RCRA hazardous waste	non-RCRA hazardous waste contaminated soils, non-regulated PCB wastes, municipal solid waste, commercial and industrial solid waste, construction/demolition waste; special waste allowed by Utah (e.g. Califinornia hazardous waste)

		Type of Waste Accepted	
Facility Name	Facility Location	General	Detailed
Evoqua Water Technologies (formerly Norris Environmental, U.S. Filter Recovery, Siemens Water Technologies)	Vernon, CA	Class I, RCRA hazardous waste treatment	RCRA solid and liquid waste treatment: acids, caustics, cyanide, chromate, trace organic compounds, hydrocarbons/oils
Forward Landfill, Inc.	Manteca, CA	Class II and III; non-hazardous waste	Non-hazardous waste, PCBs, and oily waste, friable and non-friable asbestos; trench spoils, drilling muds, sewage sludge, construction debris, oily soils
Jess Ranch	15850 Jess Ranch Rd., Tracy, CA95377	Clean fill and biosolids	Clean fill but only after testing including processed organic materials (food waste, green waste, wood waste). Other feedstock may include: organics, contaminated paper, natural fiber products and other inert materials (gypsum, clean C&D, untreated wood waste), biosolids organics composting facility
Keller Canyon Landfill Company (Republic Services)	901 Baily Rd. Pittsburg, CA	California Class II and III landfill that meets Federal Subtitle D requirements	Municipal solid waste, selected contaminated soils, shredder waste, commercial and industrial waste, filter cake/dewatered sludge, agricultural waste, construction/demolition debris, sewage sludge, spent catalyst fines, cannery waste, clean soils, off-spec products
Kleen Industrial Services/ Kleen Blast	Hayward, CA	New and recycled paint blast	New copper slag for paint blasting. Used slag can be returned to Kleen Blast and recycled if passes the TCLP test and is not RCRA hazardous waste. Used blast must be evaluated by the District's Regulatory Compliance Office BEFORE it is given to this vendor.
La Vista Quarry	28814 Mission Blvd., Hayward, CA	Class III, Construction Debris	Asphalt & concrete (<3' long), concrete with rebar (<3" from concrete), clean rock and gravel, asphalt roof tiles, broken toilets for recycling and with hardware removed.
Lighting Resources, LLC	1522 East Victory St, #4, Phoenix, AZ	Universal waste recycling	Commercial recycling facility for waste fluorescent lamps, ballasts, batteries, electronic waste and mercury devices.
Newby Island Sanitary Landfill	Milpitas, CA	Class III, non-hazardous waste	Municipal solid wastes, industrial waste, construction/demolition waste, contaminated soils, clean soils, water treatment sludge, and wastewater sludge, grit, and screenings. No liquids, asbestos, or untreated infectious materials.
Phibro-Tech, Inc.	Santa Fe Springs, CA	RCRA hazardous waste treatment and recycler/recovery	Metals, ammonia, copper metal, acids (etchants), inorganic acidic and alkaline material recovery
Philip Services Corp, dba 21st Century EMI	Fernely, NV	RCRA TSDF recycler	Alkaline batteries for shredding and recycling, inorganic liquid wastes (acids and bases), lab packs containing total organic carbon at or less than 10% per drum. Also a transfer facility to organic wastes.
Potrero Hills Landfill	Suisun City, CA	Class III, Municipal Solid Waste Landfill	Municipal solid waste, agriculture and industrial waste, construction/demolition waste, composts green waste, electronic and 'white goods' recycling. We send our waste polymer sump rinsate to this facility.
Rabanco (Roosevelt Regional Landfill), Allied Waste Services, a Republic Services Company	Roosevelt, WA	Class III, non-hazardous waste	Municipal solid waste, construction debris, industrial waste, friable and non-friable asbestos, incinerator ash, contaminated waste. No liquids accepted.
Recology - Hay Road Landfill	Vacaville, CA do not use site in Gilroy, CA 95020	Class II, Municipal Solid Waste Landfill	Municipal solid waste, agriculture and industrial waste, construction/demolition waste, sewage sludge and resell treated biosolids; recycling program of green, food, and wood wastes for composting, reuse of concrete and asphalt, and transfer station for e-waste, tires, and metals. Also accepts NON-hazardous waste contaminated soils, friable and non-friable asbestos, and other designated special wastes.
Redwood Landfill	Novato, CA	Class III, non-hazardous waste	Municipal solid waste, construction debris, petroleum-contaminated soil, grit and grease, dredge and fill material, non-friable asbestos, incinerator ash, treated wood, storm drain cleanings, holding tank pumpings, agricultural wastes, triple-rinsed pesticide containers, sewage sludge. No liquids accepted.
Rho-Chem, LLC. (subsidiary of Philip Services Corp)	Inglewood, LA County, CA	RCRA storage and treatment	Class I - RCRA and Non-RCRA - spent solid and liquid recycler

		Type of Waste Accepted	
Facility Name	Facility Location	General	Detailed
RMC Pacific	Pleasanton, CA	Clean fill and concrete recycling	A good source of clean fill to purchase. If bringing unneeded construction material such as concrete debris, construction debris and/or asphalt debris, do NOT deposit this material at the Granite and Central Concrete sites located within the RMC site. Deposit this materila onto the RMC site only
Rock Creek Landfill (Calaveras Co. owned)	Milton, CA	Class II, non-hazardous waste	Municipal garbage, construction /demolition debris, petroleum-contaminated soil <1000 ppm, sludge, ash, tires, green waste, treated wood; accepts wastes generated in Calaveras County and parts of Alpine County (whose access to local dump is cut off during winter) only
Safety Kleen	Denton, TX	Class I, RCRA and Non-RCRA hazardous waste	Hazardous waste recycling, metals recovery, and bulk storage liquid and solid hazardous waste.
Safety-Kleen, Sacramento	Sacramento, CA	RCRA and Non-RCRA hazardous waste	Paint, dry cleaning solvents, antifreeze, mineral spirits, immersion cleaning solvents, oil filters, photochemical solutions steel wool cartridges and silverflake for recycling and transferring to other treatment facilities.
Salesco Systems USA	Phoenix, AZ	RCRA and non-RCRA solid and liquid mercury and PCB waste from electrical components	Mercury wastes including liquid mercury, mercury compounds and solutions, and mercury contaminated soil; all types of lamps (sodium and mercury vapor, fluorescent, neon); activated carbon contaminated with mercury; PPE contaminated with mercury; PCB wastes from ballasts, transformers and other electrical equipment
Simco Rd. Regional Landfill, owned/operated by Idaho Waste Systems, Inc.	Boise, ID	Class III, RCRA Subtitle D, Non-haz municipal fill, solid waste	Municipal solid waste, sewage sledge, C&D waste, contaminated soil, asbestos, non-haz special wastes, liquids
US Ecology, Inc.	Beatty, NV	Class I, RCRA and Non-RCRA hazardous waste	RCRA (D, F, D, P and U authorized waste codes), solid chemical wastes, drummed and bulk solid wastes, PCB-contaminated materials at TSCA levels (liquid and solids), filter concentrate and cake and corrosive liquids
Vasco Road Landfill, LLC (Republic Services)	Livermore, CA	Class II and III non-hazardous waste	Municipal solid wastes, construction & demolition debris INCLUDING dry wall and non-friable asbestos containing materials, clean (naturally uncontaminated) soil, sewage & wastewater treatment sludge & grit, industrial sludges & filters from cleaning processes (foundry slag and sand), petroleum & lead contaminated soils and drilling muds (Class II and III), green waste for recycling (bio-solids, scrap metal, asphalt/concrete crushing).
Veolia Environmental Services (ES) Technical Solutions (Formerly AETS)	Richmond, CA	Oil recycling, containerized RCRA and non-RCRA hazardous waste for transfer	RCRA and non-RCRA haz wastes, household haz waste for transfer to secondary facility for treatment and/or packaging - disposal. Accepts: wastewater, contaminated soils, inorganics, organics, paint sludges, pesticides, reactives, halogenated and nonhalogenated solvents, heavy metals, acids, caustics, and oils. NOTE: if this facility is used, ensure final disposal facility is approved for EBMUD use
Vulcan Materials Co.	Pleasanton, CA	Class III, Land reclamation & aggregates recycling	Low moisture content, non-water soluble, non-decomposable, non-hazardous inert wastes. Construction & demolition wastes and excavated earth. Clean fill (no contaminants or organic material). Recycled asphalt, cinder blocks, bricks, concrete, clean rock/gravel. No liquids.

Do not use Lakeland Processing Company, Santa Fe Springs, CA

American Recovery filed for Bankruptcy in 2006 they have since closed and have been removed from the list.

\\w-fp-ab-2.win.ebmud\data\workgroups\omd\rco\ECS\Haz Waste\Disposal Facility Audits\List of Acceptable TSDF Facilities to Append to Specs.xls



APPENDIX B

**REFER TO NEXT PAGE FOR
ASBESTOS AND LEAD REPORT**



March 3, 2020

Exterior Asbestos & Lead Survey Report

**East Bay Municipal Utility District
25712 & 25724 N McIntire Road
Clements, CA 95240**

Prepared for:

**Justin Singh, CSP
Environmental Health & Safety Specialist II
East Bay Municipal Utility District
375 11th Street
Oakland, CA 94607
(510) 910-8172 | justin.singh@ebmud.com**

Prepared By:

**Chris Chipponeri, CAC, I/A
Forensic Analytical Consulting Services
207 McHenry Avenue
Modesto, CA 95354
209-551-2000 |
cchipponeri@forensicanalytical.com**

FACS Project #PJ45300

Contents

List of Acronyms	1
Executive Summary	2
Introduction.....	2
Scope of Work	2
Site Characterization	2
Survey Methods	4
Regulations	6
Findings and Recommendations	8
Limitations.....	9

Appendix A: Asbestos Results Summary Table, Sample Chain-of-Custody and Laboratory Results Report

Appendix B: Lead Results Summary Table, XRF Survey Table, Lead Sample Chain-of-Custody, Laboratory Results Report, and CDPH 8552 Form

Appendix C: Site Photographs

Appendix D: Sample Location Drawings

Appendix E: Certifications of Personnel and Laboratories

List of Acronyms

ACCM	Asbestos Containing Construction Material
ACM	Asbestos Containing Material
AHERA	Asbestos Hazard Emergency Response Act
AIHA	American Industrial Hygiene Association
CAC	California - Certified Asbestos Consultant
Cal/OSHA	California Occupational Safety and Health Association
CCR	Code of California Regulations
CFR	Code of Federal Regulation
DOSH	Department of Occupational Safety and Health
ELAP	Environmental Laboratory Accreditation Program
EPA	Environmental Protection Agency (EPA)
FACS	Forensic Analytical Consulting Services, Inc.
FALI	Forensic Analytical Laboratories, Inc.
ND	None Detected
NESHAP	National Emissions Standard Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Science and Technology
NVLAP	National Voluntary Laboratory Accreditation Program
PLM	Polarized Light Microscopy
TEM	Transmission Electron Microscopy
TTLC	Total Threshold Limit Concentration

Executive Summary

Forensic Analytical Consulting Services, Inc. (FACS) was retained by the East Bay Municipal Utility District to perform an exterior asbestos and lead paint survey at the McIntire residences, located at 25712 and 25724 North McIntire Road in Lodi, California. The survey included all suspect asbestos-containing materials (ACM) and suspect paints and coatings which may be disturbed during a planned re-painting of this structure. A list of suspect materials which were identified and sampled is included in Appendix A of this report. A list reporting suspect lead-containing paints or coatings which were identified and tested is included in Appendix B of this report. The survey was performed on January 21, 2020.

Asbestos

The following materials were identified to not contain asbestos by laboratory analysis:

- **Grey Paint on Wood Siding**
- **Window Frame Sealant**
- **Wood Siding Sealant**
- **Blue Paint on Wood Window Frame**
- **Wood Siding Sealant**
- **Window Frame Caulking**
- **Vapor Barrier and Adhesive**

Any suspect materials not included in this inspection must be assumed to be asbestos-containing materials until tested and proven to be asbestos-free.

Lead

The following paints were found to be lead-free by laboratory analysis:

- **Blue Paint on Wood Window Frame**
- **Blue Paint on Metal Handrail**

All other XRF test readings gathered during this survey found detectable concentrations of lead in paints and coatings, but below lead-based levels. See attached XRF Report Table for locations of lead-containing paints.

Results from soil samples collected at drip lines of the residences and garage contained lead, but below CDPH hazard level for soil.

FACS recommends that the results of this report be incorporated into any renovation plans provided for this project for informational purposes.

Introduction

Forensic Analytical Consulting Services, Inc. (FACS) was retained by the East Bay Municipal Utility District to perform an exterior asbestos and lead paint survey at the McIntire residences, located at 25712 and 25724 North McIntire Road in Lodi, California. The survey included all suspect asbestos-containing materials (ACM) and suspect paints and coatings which may be disturbed during a planned re-painting of this structure. A list of suspect materials which were identified and sampled is included in Appendix A of this report. A list reporting suspect lead-containing paints or coatings which were identified and tested is included in Appendix B of this report. The surveys were performed on January 21, 2020 and February 18th, 2020.

Scope of Work

The purpose of this survey was to identify asbestos-containing materials (ACMs) and lead-containing paints and coatings which may be disturbed during the planned renovation of this structure. The visual inspection, bulk sampling, and survey documentation were performed by Tyler Faison. Mr. Faison is a Division of Occupational Safety and Health (DOSH) Certified Site Surveillance Technician (#16-5728) and California Department of Public Health (CDPH) Certified Lead Inspector/Risk Assessor (LRC-00002454) working under the direction of Chris Chipponeri. Mr. Chipponeri is a DOSH Certified Asbestos Consultant (CAC #10-4633) and CDPH Certified Lead Inspector/Risk Assessor (I/RA LRC-00000782), as required under California regulations. The scope of the survey and the services provided by FACS included:

- Performing a visual inspection of the building to identify accessible suspect asbestos-containing materials (ACMs) and suspect paints / coatings that will be disturbed during the planned renovation project;
- Collection of bulk samples for asbestos analysis by polarized light microscopy (PLM);
- Collection of bulk paint chip samples for lead analysis using flame atomic absorption spectrometry;
- Ensuring the technical quality of all work by using Asbestos Hazard Emergency Response Act (AHERA) accredited Inspectors;
- Ensuring the technical quality of all work by using California Department of Public Health (CDPH) Certified Lead Sampling Technicians and Inspector/Risk Assessors;
- Consolidating data and findings into a report format.

Site Characterization

The exterior of the two residences located at 24712 and 25724 North McIntire Road are constructed of common building materials such as wood siding and composition roof shingles.

Survey Methods

Document Review

No previous documentation was reviewed prior to the inspection. The extent of the planned re-painting project was provided by Mr. Justin Singh of East Bay Municipal Utility District.

Visual Inspection

Accessible building materials were visually inspected using the methods presented in the Federal AHERA regulations (40 CFR, Part 763). AHERA inspection methodology is required to be used for inspections of K-12 schools and is generally accepted as the industry standard for all ACM inspections regardless of structure or facility type. Suspect ACMs were also physically assessed for friability, condition and possible disturbance factors.

All areas were accessible during this inspection.

Asbestos Inspection

Bulk Sample Collection

Bulk samples of identified homogeneous materials were collected in building areas that may be impacted by the planned renovation/demolition activities. Samples were collected of each separate homogeneous area. A homogeneous area is defined as a surfacing material, thermal system insulation, or miscellaneous material that is uniform in use, color and texture. Examples of homogeneous areas could include:

- Vinyl floor tiles
- False ceiling panels
- Drywall with joint compound
- Vinyl sheet flooring

The specific number of samples collected was determined by using the methods required by the Federal AHERA regulations (40 CFR, Part 763.86) as noted below:

- 1) For Surfacing Material:
 - 1,000 ft² or less - collect 3 samples
 - 1,001 to 5,000 ft² - collect 5 samples
 - 5,001 ft² or greater - collect 7 samples
- 2) For Thermal System Insulation:
 - "In a randomly distributed manner" - collect 3 samples
 - 6 linear feet of patching or less - collect 1 sample
 - cementitious pipe fittings - "In a manner sufficient to determine"
- 3) For all Miscellaneous Material:
 - Collect samples "In a manner sufficient to determine whether material is ACM (asbestos-containing material) or not ACM..."

The suspect ACMs were sampled using a knife, chisel, scraper, drill or other similar coring device suitable to the type of material sampled to cut through its entire thickness and to ensure that a cross-section of the material was obtained. The material was then placed in an appropriately labeled container that was sealed and submitted to SGS-Forensic Laboratories for analysis. A unique sample number (e.g. PJ45300-01A) was assigned to each sample.

Bulk samples will be retained by the laboratory for one month unless otherwise instructed. After this period, the samples will be disposed of appropriately.

Bulk Sample Analysis

A total of eleven bulk samples were collected from a total of seven suspect materials. Bulk samples were analyzed by SGS Forensic Laboratories (SGS) in Hayward, California. SGS is accredited by the California Department of Public Health (CDPH) Environmental Laboratory Accreditation Program (ELAP) and the National Institute of Science and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP). SGS participates in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing Program and has substantial experience in the analysis of asbestos.

All samples were analyzed using Polarized Light Microscopy with Dispersion Staining (PLM/DS) techniques in accordance with the methodology approved by the U.S. Environmental Protection Agency (EPA). The percentage of asbestos present in the samples was determined on the basis of a visual area estimation. The EPA defines asbestos-containing materials (ACM) as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM). 40 CFR Part 763 identifies the lower limit of reliable quantification for asbestos using the PLM method as approximately one percent (1%) by volume. Regulations in California (CAL/OSHA Title 8 CCR 1529) define asbestos-containing construction materials (ACCM) as those materials having asbestos content of greater than one tenth of one percent ($> 0.1\%$); therefore, for the purpose of this survey, any amount of asbestos detected will be considered positive. In addition to the percentages, the types of asbestos minerals are also reported. The PLM method is the standard method used to analyze asbestos bulk samples.

When "None Detected" (ND) appears in the laboratory results, it should be interpreted as meaning asbestos was not observed in the sample material.

Lead Inspection

The client-defined lead inspection was conducted in accordance with the CDPH Lead-Related Construction Program and modeled upon the sampling protocol described in "Chapter 7: Lead Based Paint Inspection" of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision).

Cal/OSHA, in Title 8 California Code of Regulations (CCR) Section 1532.1, Lead in Construction Standard which implements California Labor Code 8716-6717, regulates all construction work where an employee may be occupationally exposed to lead. Paint or materials with any detectable level of lead is considered lead-containing by Cal/OSHA.

As part of this survey, soil samples were collected in addition to sampling of surfaces, for the presence of lead.

XRF Testing Methodology

Surfaces and components were surveyed for lead content utilizing a portable X-ray fluorescence (XRF) analyzer, Niton Model 300 XLp. The XRF analyzer contains a radioactive cadmium source which bombards tested surfaces with X-rays and gamma rays. This external energy source excites any lead atoms within the tested paint or coating, causing their atoms to emit X-ray photons with a characteristic energy profile. The instrument analyzes the emitted energy to identify and quantify the amount of lead in the tested paint or coating, with lead content reported in milligrams per square centimeter.

Testing combinations of homogeneous components in one area are representative of similar components found in other areas with similar construction and painting histories. During this survey, the inspector visually identified the painted or coated component to test, an XRF reading was collected, and

the reading was documented in the XRF data table contained in Appendix B. For each test reading, the data table identifies the room equivalent/space designation, the tested component name, the substrate material, the sample location, paint/coating color, condition assessment, and the XRF result expressed as lead content by weight in milligrams per square centimeter (mg/cm²).

Bulk Sampling Methodology

During this inspection, FACS personnel collected two bulk paint chip samples for laboratory confirmation of lead-content. These samples were scraped from the substrate using a knife or chisel to obtain sufficient material for analysis. The sample was given a unique marker number, identified on a chain of custody, packaged, and sent via FedEx to SGS Forensic Laboratories in Hayward, California for analysis. SGS is accredited by the American Industrial Hygiene Association's Environmental Lead Laboratory Accreditation Program for the analysis of lead in bulk paint chips by flame atomic absorption.

Soil Sampling Methodology

During this inspection, FACS personnel collected three soil samples for laboratory confirmation of lead-content. These samples were collected at the drip lines of the two residences and garage. The samples were collected as a composite of multiple collection points around the residence and placed into a hard container for submittal. A new sampling tool was used for each sample collected to ensure no cross-contamination of samples occurred. Each sample was given a unique marker number, identified on a chain of custody, packaged, and sent via FedEx to SGS Forensic Laboratories in Hayward, California for analysis. SGS is accredited by the American Industrial Hygiene Association's Environmental Lead Laboratory Accreditation Program for the analysis of lead in soil by flame atomic absorption.

Regulations

Building Surveys

The following is a summary of some current Federal and California State regulations which contain requirements related to the performance of building surveys for asbestos. These summaries are not intended to be all inclusive and do not contain every aspect of the regulations discussed.

U.S. EPA National Emission Standard for Hazardous Air Pollutants (NESHAPs), 40 CFR Part 61

Under the NESHAPs regulation, no visible emissions are allowed during building demolition or renovation activities which involve regulated asbestos-containing materials. For this reason, all buildings must be surveyed for asbestos-containing materials prior to demolition or renovation. The EPA, CARB, and/or the local Air Quality Management District which implements EPA actions, must be notified prior to any building demolition even if no asbestos-containing materials are present. Regulated asbestos-containing material (RACM) is defined as a) any friable material with an asbestos content of greater than one percent, or b) any non-friable material with asbestos content of greater than one percent that will, or could, become friable.

Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763, Subpart E

AHERA requires performance of asbestos surveys and the development of Asbestos Management Plans for all primary and secondary schools in the United States. Although this regulation applies to primary and secondary schools only, the procedures mandated under AHERA are considered the industry standard and are applied to all surveys performed by FACS unless otherwise specified by the building owner.

Lead

Cal/OSHA Lead (8 CCR 1532.1) & CDPH (Title 17)

If existing paints or coatings will be impacted, a project should be considered regulated by Cal/OSHA as lead-related construction (8 CCR 1532.1).

Construction work impacting materials with detectable levels of lead is subject to Cal/OSHA requirements. Construction activities, sometimes referred to as trigger tasks, impacting materials containing any amount of lead require an initial exposure assessment. Trigger tasks are defined in Cal/OSHA 1532.1, section (d) (2) and include but are not limited to such tasks as: manual demolition, manual scraping, manual sanding, lead burning, abrasive blasting, welding, cutting, and torch burning.

A contractor who has employees that may be occupationally exposed to lead during this project must perform an initial determination regarding worker exposures to lead, which may be based on personal air monitoring at the start of the project, prior employee monitoring from the past 12 months under workplace conditions closely resembling the current project, or objective data demonstrating that exposures will not exceed the Cal/OSHA action level (30 micrograms per cubic meter of air). It is the contractor's responsibility to conduct their initial determination and comply with any relevant Cal/OSHA requirements.

Workers disturbing existing paints or coatings during a project must have lead awareness or action level training depending on the initial exposure determination and lead-safe work practices must be used. Disturbance of lead-containing paints or coatings must be performed within a contained area to prevent the spread and build-up of lead dust in order to comply with CDPH requirements. HEPA vacuums, dustless tools or shrouds, and/or intact removal of components should be employed to minimize lead dust generation and properly cleanup work areas following disturbance to lead-containing materials during a project. Waste generated during disturbance to lead-containing materials must be profiled in a hazardous waste determination to ascertain proper disposal requirements.

If the initial determination or initial exposure monitoring shows that workers impacting lead can be expected to be or are shown to be exposed to lead above the Cal/OSHA permissible exposure level (50 micrograms per cubic meter of air) workers and supervisors must have the requisite training and CDPH lead worker or supervisor certification.

EPA Renovation, Repair and Painting Rule

The EPA's Renovation, Repair, and Painting (RRP) rule applies to disturbance of lead-based paints at residences or child-occupied facilities constructed before 1978. In the context of the RRP rule, child-occupied facility is defined as being visited by the same child under the age of 6 on two or more days per week for at least 3 hours per visit with a cumulative annual total of 60 hours.

As this inspection did not discover paints above lead-based levels, the US EPA RRP rule would not apply to this project.

Findings and Recommendations

Forensic Analytical Consulting Services, Inc. (FACS) was retained by the East Bay Municipal Utility District to perform an asbestos and lead paint survey of the 25712 and 25724 North McIntire Road residences in Lodi, California.

Asbestos

The following materials were identified to not contain asbestos by laboratory analysis:

- **Grey Paint on Wood Siding**
- **Window Frame Sealant**
- **Wood Siding Sealant**
- **Blue Paint on Wood Window Frame**
- **Wood Siding Sealant**
- **Window Frame Caulking**
- **Vapor Barrier and Adhesive**

Any suspect materials not included in this inspection must be assumed to be asbestos-containing materials until tested and proven to be asbestos-free.

Lead

The following paints were found to be lead-free by laboratory analysis:

- **Blue Paint on Wood Window Frame**
- **Blue Paint on Metal Handrail**

All other XRF test readings gathered during this survey found detectable concentrations of lead in paints and coatings, but below lead-based levels. See attached XRF Report Form for locations of lead-containing paints.

Results from soil samples collected at drip lines of the residences and garage contained lead, but below the CDPH hazard level for soil. Since a hazard does not exist in this soil, no additional remediation would be required to be completed in regards to the soil.

Workers disturbing materials containing lead during a project must have lead awareness or action level training depending on the initial exposure determination and lead-safe work practices must be used. Disturbance of lead-containing paints or coatings must be performed within a contained area to prevent the spread and build-up of lead dust in order to comply with CDPH requirements. HEPA vacuums, dustless tools or shrouds, and/or intact removal of components should be employed to minimize lead dust generation and properly cleanup work areas following disturbance to lead-containing materials during a project. Waste generated during disturbance to lead-containing materials must be profiled in a hazardous waste determination to ascertain proper disposal requirements.

FACS recommends that the results of this report be incorporated into any renovation plans provided for this project for informational purposes.

Limitations

This investigation is limited to the conditions and practices observed, and information made available to FACS. The methods, conclusions and recommendations provided are based on FACS' judgment, expertise and the standard of practice for professional service. They are subject to the limitations and variability inherent in the methodology employed. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

Please do not hesitate to contact our office at 209-551-2000 with any questions or concerns. Thank you for the opportunity to assist East Bay Municipal Utility District with promoting worker safety and a healthy environment.

Respectfully,
FORENSIC ANALYTICAL



Tyler Faison
Assistant Local Director, Modesto
Cal/OSHA SST #16-5728
CDPH I/RA #LRC-00002454

Reviewed by:
FORENSIC ANALYTICAL



Chris Chipponeri
Local Director, Central Valley Offices
Cal/OSHA CAC #10-4633
CDPH I/RA #LRC-00000782

Appendix A

Asbestos Results Summary Table, Sample Chain of Custody and Laboratory Results Report

Asbestos Survey Summary (Lab Report # B298707 and B300397) EBMUD - 25712 and 25724 North McIntire Road, Lodi, California Survey Date: January 21, 2020 & February 18, 2020						
Sample Numbers	Material Description	Location(s) of Material	Material Number	Asbestos Content (percent)	Asbestos NESHAP Category	Approximate Quantity
01A	Grey Paint on Wood Siding	25712 and 25724 North McIntire Road	01	NA	NA	NA
02A	Window Frame Sealant	25712 and 25724 North McIntire Road	02	NA	NA	NA
03A	Wood Siding Sealant	25712 and 25724 North McIntire Road	03	NA	NA	NA
04A	Blue Paint on Wood Window Frame	25712 and 25724 North McIntire Road	04	NA	NA	NA
05A	Wood Siding Sealant	25712 and 25724 North McIntire Road	05	NA	NA	NA
06A	Window Frame Caulking	25712 and 25724 North McIntire Road	06	NA	NA	NA
100A, 100B, 100C	Vapor Barrier and Adhesive	25712 and 25724 North McIntire Road	100	NA	NA	NA



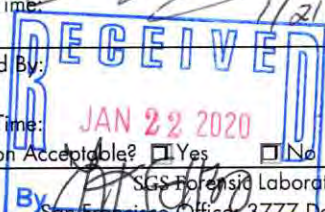
**FORENSIC
LABORATORIES**

Analysis Request Form (COC)

Client Name & Address: FACS 207 Mchenry Avenue Modesto, CA 95354		Client No.: MOD08	PO / Job#: PJ45300	Date: 01/21/2020
Contact: Tyler Faison		Phone: (209) 551-2000	Turn Around Time: <input type="checkbox"/> Same Day / <input type="checkbox"/> 1Day / <input type="checkbox"/> 2Day / <input type="checkbox"/> 3Day / <input type="checkbox"/> 4Day / <input checked="" type="checkbox"/> 5Day	
E-mail: tfaison@forensicanalytical.com		<input type="checkbox"/> PCM: <input type="checkbox"/> NIOSH 7400A / <input type="checkbox"/> NIOSH 7400B <input type="checkbox"/> Rotometer <input checked="" type="checkbox"/> PLM: <input checked="" type="checkbox"/> Standard / <input type="checkbox"/> Point Count 400 - 1000 / <input type="checkbox"/> CARB 435		
Site Name: 25712 & 25724 N. McIntire Rd. Residencies		<input type="checkbox"/> TEM Air: <input type="checkbox"/> AHERA / <input type="checkbox"/> Yamate2 / <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> TEM Bulk: <input type="checkbox"/> Quantitative / <input type="checkbox"/> Qualitative / <input type="checkbox"/> Chatfield <input type="checkbox"/> TEM Water: <input type="checkbox"/> Potable / <input type="checkbox"/> Non-Potable / <input type="checkbox"/> Weight % <input type="checkbox"/> TEM Microvac: <input type="checkbox"/> Qual / <input type="checkbox"/> D5755(str/area) / <input type="checkbox"/> D5756(str/mass)		
Site Location: 25712 & 25724 N. McIntire Rd. Lodi, CA 95240		<input type="checkbox"/> IAQ Particle Identification (PLM LAB) <input type="checkbox"/> PLM Opaques/Soot <input type="checkbox"/> Particle Identification (TEM LAB) <input type="checkbox"/> Special Project		
Comments:		<input type="checkbox"/> Metals Analysis Matrix: Method: Analytes:		

Sample ID	Date / Time	Sample Location / Description	FOR AIR SAMPLES ONLY				Sample Area / Air Volume
			Type	Time On/Off	Avg LPM	Total Time	
PJ45300 - 01A	1/21/20	grey paint on wood siding 25712 residence - south side, center	<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
PJ45300 - 02A	1/21/20	window frame sealant 25712 residence - side side, east end	<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
PJ45300 - 03A	1/21/20	wood siding selant (corner trim) garage - south side, west end	<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
PJ45300 - 04A	1/21/20	blue paint on wood window frame 25724 residence - south side, center	<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
PJ45300 - 05A	1/21/20	wood siding sealant garage - east side south end	<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
PJ45300 - 05B	1/21/20	wood siding sealant garage - north side, east end	<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
PJ45300 - 05C	1/21/20	wood siding sealant 25724 residence - south side, east end	<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
PJ45300 - 06A	1/21/20	window frame caulking 25724 residence - west side, center	<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
			<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
			<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				

Sampled By: <i>Tyler Faison</i>	Date/Time: 1/21/20	Shipped Via: <input checked="" type="checkbox"/> Fed Ex <input type="checkbox"/> UPS <input type="checkbox"/> US Mail <input type="checkbox"/> Courier <input type="checkbox"/> Drop Off <input type="checkbox"/> Other:
Relinquished By: <i>[Signature]</i>	Relinquished By:	Relinquished By:
Date / Time: 1/21/20	Date / Time:	Date / Time:
Received By: <i>[Signature]</i>	Received By:	Received By:
Date / Time: JAN 22 2020	Date / Time:	Date / Time:
Condition Acceptable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



SGS Forensic Laboratories may subcontract client samples to other SGSFL locations to meet client requests.
 San Francisco Office: 3777 Depot Road, Suite 409, Hayward, CA 94545-2761 • Phone: 510/887-8828 • 800/827-3274
 Los Angeles Office: 2959 Pacific Commerce Drive, Rancho Dominguez, CA 90221 • Phone: 310/763-2374 • 888/813-9417
 Las Vegas Office: 6765 S. Eastern Avenue, Suite 3, Las Vegas, NV 89119 • Phone: 702/784-0040



Bulk Asbestos Analysis

(EPA Method 40CFR, Part 763, Appendix E to Subpart E and EPA 600/R-93-116, Visual Area Estimation)

NVLAP Lab Code: 101459-0

FACS - Modesto
Tyler Faison
21228 Cabot Blvd.

Hayward, CA 94545

Client ID: MOD08
Report Number: B298707
Date Received: 01/22/20
Date Analyzed: 01/29/20
Date Printed: 01/29/20
First Reported: 01/29/20

Job ID/Site: PJ45300; East Bay Municipal Utility District (EBMUD) 25712 & 25724 N
McIntire Road Clements CA
Date(s) Collected: 01/21/20

SGSFL Job ID: MOD08
Total Samples Submitted: 8
Total Samples Analyzed: 8

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
PJ45300-01A	12260241						
Layer: Grey Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
PJ45300-02A	12260242						
Layer: White Non-Fibrous Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
PJ45300-03A	12260243						
Layer: White Non-Fibrous Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
PJ45300-04A	12260244						
Layer: White Non-Fibrous Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
PJ45300-05A	12260245						
Layer: White Non-Fibrous Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
PJ45300-05B	12260246						
Layer: White Non-Fibrous Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
PJ45300-05C	12260247						
Layer: Multi-Layer Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					

Client Name: FACS - Modesto

Report Number: B298707

Date Printed: 01/29/20

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
PJ45300-06A	12260248						
Layer: White Non-Fibrous Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							



Tad Thrower, Laboratory Supervisor, Hayward Laboratory

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

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



FORENSIC
LABORATORIES

Analysis Request Form (COC)

Client Name & Address: FACS Modesto 207 McHenry Ave Modesto, CA 95354		Client No.: Mod08	PO / Job#: PJ45300	Date: 02.18.20
Contact: Tyler Faison		Phone: (209) 551-2000	Turn Around Time: <input type="checkbox"/> Same Day / <input type="checkbox"/> 1Day / <input type="checkbox"/> 2Day / <input type="checkbox"/> 3Day / <input type="checkbox"/> 4Day / <input checked="" type="checkbox"/> 5Day	
E-mail: tfaison@forensicanalytical.com		<input type="checkbox"/> PCM: <input type="checkbox"/> NIOSH 7400A / <input type="checkbox"/> NIOSH 7400B <input type="checkbox"/> Rotameter <input checked="" type="checkbox"/> PLM: <input checked="" type="checkbox"/> Standard / <input type="checkbox"/> Point Count 400-1000 / <input type="checkbox"/> CARB 435		
Site Name: 25712 and 25724 N McIntire Inspection		<input type="checkbox"/> TEM Air: <input type="checkbox"/> AHERA / <input type="checkbox"/> Yamate2 / <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> TEM Bulk: <input type="checkbox"/> Quantitative / <input type="checkbox"/> Qualitative / <input type="checkbox"/> Chatfield <input type="checkbox"/> TEM Water: <input type="checkbox"/> Potable / <input type="checkbox"/> Non-Potable / <input type="checkbox"/> Weight % <input type="checkbox"/> TEM Microvac: <input type="checkbox"/> Qual / <input type="checkbox"/> D5755(str/area) / <input type="checkbox"/> D5756(str/mass)		
Site Location: East Bay Municipal Utility District (EBMUD)		<input type="checkbox"/> IAQ Particle Identification (PLM LAB) <input type="checkbox"/> PLM Opaques/Soot <input type="checkbox"/> Particle Identification (TEM LAB) <input type="checkbox"/> Special Project <input type="checkbox"/> Metals Analysis Matrix: Method: Analytes:		
Comments:			<input type="checkbox"/> Silica in Air <input type="checkbox"/> w/Gravimetry <input type="checkbox"/> Quartz Only	

Sample ID	Date / Time	Sample Location / Description	FOR AIR SAMPLES ONLY				Sample Area / Air Volume
			Type	Time On/Off	Avg LPM	Total Time	
PJ45300 - 100A	2.18.20	Vapor Barrier and Adhesive 25712 - North Side, East End	A P C				
PJ45300 - 100B	2.18.20	Vapor Barrier and Adhesive 25724 - North Side, Center	A P C				
PJ45300 - 100C	2.18.20	Vapor Barrier and Adhesive 25724 - North Side, East End	A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				

Sampled By: T Faison		Date/Time: 2.18.20	Shipped Via: <input checked="" type="checkbox"/> Fed Ex <input type="checkbox"/> UPS <input type="checkbox"/> US Mail <input type="checkbox"/> Courier <input type="checkbox"/> Drop Off <input type="checkbox"/> Other	
Relinquished By: [Signature]		Relinquished By:	Relinquished By:	
Date / Time: 2.18.2020		Date / Time:	Date / Time:	
Received By: [Signature]		Received By:	Received By:	
Date / Time: [Signature]		Date / Time:	Date / Time:	
Condition Acceptable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Condition Acceptable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

SGS Forensic Laboratories may subcontract client samples to other SGSFL locations to meet client requests.
 San Francisco Office: 3777 Depot Road, Suite 409, Hayward, CA 94545-2761 • Phone: 510/887-8828 • 800/827-3274
 Los Angeles Office: 2959 Pacific Commerce Drive, Rancho Dominguez, CA 90221 • Phone: 310/763-2374 • 888/813-9417
 Las Vegas Office: 6765 S. Eastern Avenue, Suite 3, Las Vegas, NV 89119 • Phone: 702/784-0040



Bulk Asbestos Analysis

(EPA Method 40CFR, Part 763, Appendix E to Subpart E and EPA 600/R-93-116, Visual Area Estimation)

NVLAP Lab Code: 101459-0

FACS - Modesto
Tyler Faison
21228 Cabot Blvd.

Hayward, CA 94545

Client ID: MOD08
Report Number: B300397
Date Received: 02/20/20
Date Analyzed: 02/27/20
Date Printed: 02/27/20
First Reported: 02/27/20

Job ID/Site: PJ45300; East Bay Municipal Utility District (EBMUD) 25712 & 25724 N
McIntire Road Clements CA
Date(s) Collected: 02/18/2020

SGSFL Job ID: MOD08
Total Samples Submitted: 3
Total Samples Analyzed: 3

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
PJ45300-100A	12273974						
Layer: Black Fibrous Material				ND			
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (65 %)							
PJ45300-100B	12273975						
Layer: Black Fibrous Material				ND			
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (65 %)							
PJ45300-100C	12273976						
Layer: Black Fibrous Material				ND			
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (65 %)							

Tad Thrower, Laboratory Supervisor, Hayward Laboratory

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

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



**FORENSIC
LABORATORIES**

Analysis Request Form (COC)

Client Name & Address: FACS Modesto 207 McHenry Ave Modesto, CA 95354		Client No.: Mod08	PO / Job#: PJ45300	Date: 1.21.2020
Contact: Tyler Faison		Phone: (209) 551-2000	Turn Around Time: <input type="checkbox"/> Same Day / <input type="checkbox"/> 1Day / <input type="checkbox"/> 2Day / <input type="checkbox"/> 3Day / <input type="checkbox"/> 4Day / <input checked="" type="checkbox"/> 5Day	
E-mail: tfaison@forensicanalytical.com		<input type="checkbox"/> PCM: <input type="checkbox"/> NIOSH 7400A / <input type="checkbox"/> NIOSH 7400B <input type="checkbox"/> Rotometer <input type="checkbox"/> PLM: <input type="checkbox"/> Standard / <input type="checkbox"/> Point Count 400-1000 / <input type="checkbox"/> CARB 435		
Site Name: 25712 & 25724 N McIntire Road - Lead Inspection		<input type="checkbox"/> TEM Air: <input type="checkbox"/> AHERA / <input type="checkbox"/> Yamate2 / <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> TEM Bulk: <input type="checkbox"/> Quantitative / <input type="checkbox"/> Qualitative / <input type="checkbox"/> Chatfield <input type="checkbox"/> TEM Water: <input type="checkbox"/> Potable / <input type="checkbox"/> Non-Potable / <input type="checkbox"/> Weight % <input type="checkbox"/> TEM Microvac: <input type="checkbox"/> Qual / <input type="checkbox"/> D5755(str/area) / <input type="checkbox"/> D5756(str/mass)		
Site Location: 25712 & 25724 N McIntire Road, Lodi, CA		<input type="checkbox"/> IAQ Particle Identification (PLM LAB) <input type="checkbox"/> PLM Opaques/Soot <input type="checkbox"/> Particle Identification (TEM LAB) <input type="checkbox"/> Special Project <input checked="" type="checkbox"/> Metals Analysis Matrix: Method: FLAME AA Analytes:		
Comments:			<input type="checkbox"/> Silica in Air <input type="checkbox"/> w/Gravimetry <input type="checkbox"/> Quartz Only	

Sample ID	Date / Time	Sample Location / Description	FOR AIR SAMPLES ONLY				Sample Area / Air Volume
			Type	Time On/Off	Avg LPM	Total Time	
PJ45300 - 100Pb	1.21.20	Soil Sample House 25712 - North Side, Center (Dripline)	A P C				
PJ45300 - 101Pb	1.21.20	Soil Sample Garage - North Side, Center (Dripline)	A P C				
PJ45300 - 102Pb	1.21.20	Soil Sample House 25724 - North Side, East End (Dripline)	A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				

Sampled By: T Faison		Date/Time: 1.21.2020	Shipped Via: <input checked="" type="checkbox"/> Fed Ex <input type="checkbox"/> UPS <input type="checkbox"/> US Mail <input type="checkbox"/> Courier <input type="checkbox"/> Drop Off <input type="checkbox"/> Other:	
Relinquished By:		Relinquished By:	Relinquished By:	
Date / Time: 01/21/2020		Date / Time:	Date / Time:	
Received By:		Received By:	Received By:	
Date / Time: JAN 22 2020		Date / Time:	Date / Time:	
Condition Acceptable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	

SGS Forensic Laboratories may subcontract client samples to other SGSFL locations to meet client requests.
 San Francisco Office: 3777 Depot Road, Suite 409, Hayward, CA 94545-2761 • Phone: 510/887-8828 • 800/827-3274
 Los Angeles Office: 2959 Pacific Commerce Drive, Rancho Dominguez, CA 90221 • Phone: 310/763-2374 • 888/813-9417
 Las Vegas Office: 6765 S. Eastern Avenue, Suite 3, Las Vegas, NV 89119 • Phone: 702/784-0040

Metals Analysis of Soils - TTLC

(AIHA-LAP, LLC Accreditation, Lab ID #101762)

FACS - Modesto
Tyler Faison
21228 Cabot Blvd.

Hayward, CA 94545

Client ID: MOD08
Report Number: M221423
Date Received: 01/22/20
Date Analyzed: 01/24/20
Date Printed: 01/25/20
First Reported: 01/25/20

Job ID / Site: PJ45300; East Bay Municipal Utility District (EBMUD) 25712 & 25724 N
McIntire Road Clements CA

Date(s) Collected: 01/21/20

SGSFL Job ID: MOD08

Total Samples Submitted: 3

Total Samples Analyzed: 3

Sample Number	Lab Number	Analyte	Result	Result Units	Reporting Limit*	Method Reference
PJ45300-100PB	30863226	Pb	29	mg/kg	7	EPA 3050B/7000B
PJ45300-101PB	30863227	Pb	16	mg/kg	7	EPA 3050B/7000B
PJ45300-102PB	30863228	Pb	17	mg/kg	7	EPA 3050B/7000B

* The Reporting Limit represents the lowest amount of analyte that the laboratory can confidently detect in the sample, and is not a regulatory level. The Units for the Reporting Limit are the same as the Units for the Final Results.



Daniele Siu, Laboratory Supervisor, Hayward Laboratory

Analytical results and reports are generated by SGS Forensic Laboratories at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by SGS Forensic Laboratories to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by SGS Forensic Laboratories. The client is solely responsible for the use and interpretation of test results and reports requested from SGS Forensic Laboratories. SGS Forensic Laboratories is not able to assess the degree of hazard resulting from materials analyzed. SGS Forensic Laboratories reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Any modifications that have been made to referenced test methods are documented in SGS Forensic Laboratories' Standard Operating Procedures Manual. Sample results have not been blank corrected. Quality control and sample receipt condition were acceptable unless otherwise noted.

Appendix B

Lead Results Summary Table, Lead Sample Chain of Custody, Laboratory Results Report, and CDPH 8552 Form





**FORENSIC
LABORATORIES**

Analysis Request Form (COC)

Client Name & Address: FACS 207 Mchenry Avenue Modesto, CA 95354		Client No.: MOD08	PO / Job#: PJ45300		Date: 01/21/20
		Turn Around Time: <input type="checkbox"/> Same Day / <input type="checkbox"/> 1Day / <input type="checkbox"/> 2Day / <input type="checkbox"/> 3Day / <input type="checkbox"/> 4Day / <input checked="" type="checkbox"/> 5Day			
		<input type="checkbox"/> PCM: <input type="checkbox"/> NIOSH 7400A / <input type="checkbox"/> NIOSH 7400B <input type="checkbox"/> Rotometer			
		<input type="checkbox"/> PLM: <input type="checkbox"/> Standard / <input type="checkbox"/> Point Count 400 - 1000 / <input type="checkbox"/> CARB 435			
		<input type="checkbox"/> TEM Air: <input type="checkbox"/> AHERA / <input type="checkbox"/> Yamate2 / <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> TEM Bulk: <input type="checkbox"/> Quantitative / <input type="checkbox"/> Qualitative / <input type="checkbox"/> Chatfield <input type="checkbox"/> TEM Water: <input type="checkbox"/> Potable / <input type="checkbox"/> Non-Potable / <input type="checkbox"/> Weight % <input type="checkbox"/> TEM Microvac: <input type="checkbox"/> Qual / <input type="checkbox"/> D5755(str/area) / <input type="checkbox"/> D5756(str/mass)			
Contact: Tyler Faison		Phone: (209) 551-2000			
E-mail: tfaison@forensicanalytical.com					
Site Name: 25712 & 25724 N. McIntire Rd. Residencies					
Site Location: 25712 & 25724 N. McIntire Rd. Lodi, CA 95240		<input type="checkbox"/> IAQ Particle Identification (PLM LAB) <input type="checkbox"/> Particle Identification (TEM LAB)		<input type="checkbox"/> PLM Opaques/Soot <input type="checkbox"/> Special Project	
Comments:		<input checked="" type="checkbox"/> Metals Analysis Matrix:		Method: Flame AA	
		Analytes:			
				<input type="checkbox"/> Silica in Air <input type="checkbox"/> w/Gravimetry <input type="checkbox"/> Quartz Only	

Sample ID	Date / Time	Sample Location / Description	FOR AIR SAMPLES ONLY				Sample Area / Air Volume
			Type	Time On/Off	Avg LPM	Total Time	
PJ45300 - Pb01	01/21/20	blue paint on wood window frame 25712 residence - south side, east end	A P C				
PJ45300 - Pb02	01/21/20	blue paint on metal handrail 25712 residence - south side, center at entry	A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				

Sampled By: TYLER FAISON Date/Time: 1/21/20		Shipped Via: <input type="checkbox"/> Fed Ex <input type="checkbox"/> UPS <input type="checkbox"/> US Mail <input type="checkbox"/> Courier <input type="checkbox"/> Drop Off <input type="checkbox"/> Other:	
Relinquished By: Date / Time: 1/21/20		Relinquished By: _____ Date / Time: _____	
Received By: Date / Time: JAN 22 2020 Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No		Received By: _____ Date / Time: _____ Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	

SGS Forensic Laboratories may subcontract client samples to other SGSFL locations to meet client requests.
 San Francisco Office: 8777 Depot Road, Suite 409, Hayward, CA 94545-2761 • Phone: 510/887-8828 • 800/827-3274
 Los Angeles Office: 2959 Pacific Commerce Drive, Rancho Dominguez, CA 90221 • Phone: 310/763-2374 • 888/813-9417
 Las Vegas Office: 6765 S. Eastern Avenue, Suite 3, Las Vegas, NV 89119 • Phone: 702/784-0040

Metals Analysis of Paints

(AIHA-LAP, LLC Accreditation, Lab ID #101762)

FACS - Modesto

Tyler Faison

21228 Cabot Blvd.

Hayward, CA 94545

Client ID: MOD08

Report Number: M221422

Date Received: 01/22/20

Date Analyzed: 01/23/20

Date Printed: 01/23/20

First Reported: 01/23/20

Job ID / Site: PJ45300; East Bay Municipal Utility District (EBMUD) 25712 & 25724 N
McIntire Road Clements CA**SGSFL Job ID:** MOD08**Date(s) Collected:** 01/21/20**Total Samples Submitted:** 2**Total Samples Analyzed:** 2

Sample Number	Lab Number	Analyte	Result	Result Units	Reporting Limit*	Method Reference
PJ45300-PB01	30863224	Pb	< 0.006	wt%	0.006	EPA 3050B/7000B
PJ45300-PB02	30863225	Pb	< 0.006	wt%	0.006	EPA 3050B/7000B

* The Reporting Limit represents the lowest amount of analyte that the laboratory can confidently detect in the sample, and is not a regulatory level. The Units for the Reporting Limit are the same as the Units for the Final Results.



Daniele Siu, Laboratory Supervisor, Hayward Laboratory

Analytical results and reports are generated by SGS Forensic Laboratories at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by SGS Forensic Laboratories to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by SGS Forensic Laboratories. The client is solely responsible for the use and interpretation of test results and reports requested from SGS Forensic Laboratories. SGS Forensic Laboratories is not able to assess the degree of hazard resulting from materials analyzed. SGS Forensic Laboratories reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Any modifications that have been made to referenced test methods are documented in SGS Forensic Laboratories' Standard Operating Procedures Manual. Sample results have not been blank corrected. Quality control and sample receipt condition were acceptable unless otherwise noted.

LEAD PAINT CHIP SUMMARY TABLE EBMUD - 25712 and 25724 North McIntire Road, Lodi, California Survey Date: January 21, 2020 - Lab Report Numbers: M221422					
Sample Number	Component Location	Component	Color	Substrate	Analytical Results (weight percent of lead)
Pb01	25712 Residence	Window frame	Blue	Wood	<0.006
Pb02	25712 Residence	Handrail	Blue	Metal	<0.006

LEAD-IN-SOIL SUMMARY TABLE EBMUD - 25712 and 25724 North McIntire Road, Lodi, California Survey Date: January 21, 2020 - Lab Report Numbers: M221423				
Sample Number	Component Location	Component	Area	Analytical Results (mg/kg or ppm)
100PB	25712 Residence – North Side Center	Soil	Dripline	29
101PB	Garage – North Side Center	Soil	Dripline	16
102PB	25724 Residence – North Side East End	Soil	Dripline	17



**Hazard
Management
Services**

A Division of FACS

SURVEY FOR LEAD BASED PAINT

A Division of Forensic Analytical Consulting Services

Site Name:	25712 & 25724 N. McIntire Road Residencies							Date:	01/212020	
Address:	25712 & 25724 N. McIntire Road Lodi, CA 95240							HMS Job #:	PJ45300	
Start Time:	8:32 am	Calibration:	1.04 =	1.1	1.04 =	1.0	1.04 =	1.0	Technician:	
End Time:	9:15am	Calibration:	1.04 =	1.0	1.04 =	1.0	1.04 =	1.0	Inspector/Assessor:	Tyler Faison
Niton XLP 300		See Lead-Based Paint Inspections, Sampling Protocol, & Definition of Lead-Based Paint on Page 1							Condition Codes: I = Intact, F = Fair, P = Poor	
No.	Sample Location	Color	Substrate	Component	Condition	XRF Result (mg/cm2)				
1.	Garage – southwest side	Gray	Wood	Siding	P	0.09				
2.	Garage – southwest side	Blue	Wood	Door Frame	I	0.00				
3.	Garage – southwest side	Blue	Wood	Door Casing	F	0.21				
4.	Garage – southwest side	Gray	Wood	Rafter Tail	I	0.02				
5.	Garage – southwest side	Gray	Wood	Fascia	I	0.03				
6.	Garage – southwest side	Blue	Metal	Gutter	I	0.05				
7.	Garage – east side, south corner	Blue	Wood	Fascia	P	0.13				
8.	Garage – east side, center	Gray	Wood	Siding	P	0.00				
9.	Garage – east side, south corner	Gray	Wood	Siding	P	0.00				
10.	Garage – north side	Gray	Wood	Corner Trim	P	0.00				
11.	Garage – north side	Gray	Wood	Siding	I	0.13				
12.	Garage – north side, west corner	Gray	Metal	Downspout	I	0.00				
13.	Garage – west side	Gray	Wood	Siding	P	0.23				
14.	Garage – west side	Gray	Concrete	Foundation	I	0.00				
15.	25712 Residence – east side	Gray	Wood	Siding	F	0.01				
16.	25712 Residence - east side	Blue	Wood	Window Frame	I	0.00				
17.	25712 Residence – east side	Gray	Wood	Soffit	I	0.03				



**Hazard
Management
Services**

A Division of FACS

SURVEY FOR LEAD BASED PAINT

A Division of Forensic Analytical Consulting Services

Site Name:	25712 & 25724 N. McIntire Road Residencies							Date:	01/21/2020	
Address:	25712 & 25724 N. McIntire Road Lodi, CA 95240							HMS Job #:	PJ 45300	
Start Time:	8:32 am	Calibration:	1.04 =	1.1	1.04 =	1.0	1.04 =	1.0	Technician:	
End Time:	9:15 am	Calibration:	1.04 =	1.0	1.04 =	1.0	1.04 =	1.0	Inspector/Assessor:	Tyler Faison
Niton XLP 300		See Lead-Based Paint Inspections, Sampling Protocol, & Definition of Lead-Based Paint on Page 1							Condition Codes: I = Intact, F = Fair, P = Poor	
No.	Sample Location				Color	Substrate	Component	Condition	XRF Result (mg/cm2)	
1.	25712 Residence – east side				Blue	Wood	Fascia	I	0.18	
2.	25712 Residence – east side				Blue	Metal	Gutter	I	0.00	
3.	25712 Residence – east side				Gray	Wood	Corner Trim	P	0.04	
4.	25712 Residence – south side				Gray	Wood	Siding	P	0.05	
5.	25712 Residence – south side				Blue	Wood	Window Frame	I	0.00	
6.	25712 Residence – south side				Blue	Wood	Door Frame	I	0.00	
7.	25712 Residence – south side				Blue	Wood	Door Casing	I	0.00	
8.	25712 Residence – south side				Blue	Metal	Handrail	P	0.00	
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										



**Hazard
Management
Services**

A Division of FACS

SURVEY FOR LEAD BASED PAINT

A Division of Forensic Analytical Consulting Services

Site Name:	25712 & 25724 N. McIntire Road Residencies							Date:	01/212020	
Address:	25712 & 25724 N. McIntire Road Lodi, CA 95240							HMS Job #:	PJ45300	
Start Time:	8:32 am	Calibration:	1.04 =	1.1	1.04 =	1.0	1.04 =	1.0	Technician:	
End Time:	9:15am	Calibration:	1.04 =	1.0	1.04 =	1.0	1.04 =	1.0	Inspector/Assessor:	Tyler Faison
Niton XLP 300		See Lead-Based Paint Inspections, Sampling Protocol, & Definition of Lead-Based Paint on Page 1							Condition Codes: I = Intact, F = Fair, P = Poor	
No.	Sample Location				Color	Substrate	Component	Condition	XRF Result (mg/cm2)	
1.	25724 Residence – east side				Gray	Wood	Siding	F	0.03	
2.	25724 Residence – east side				Gray	Wood	Corner Trim	P	0.05	
3.	25724 Residence – west side, center				Blue	Wood	Window Frame	I	0.00	
4.	25724 Residence – west side, center				Gray	Wood	Siding	I	0.20	
5.	25724 Residence – west side				Gray	Wood	Soffit	I	0.15	
6.	25724 Residence – west side				Gray	Wood	Cabinets	I	0.02	
7.	25724 Residence – west side				Blue	Wood	Fascia	P	0.10	
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										

SURVEY FOR LEAD BASED PAINT

Site Name:		25712 & 25724 N. McIntire Rd. Residencies						Date:		1/21/20	
Address:		25712 & 25724 N. McIntire Rd. Lodi, CA 95240						HMS Job #:		PJ45300	
Start Time:		Calibration:		1.04 =		1.04 =		1.04 =		Technician:	
End Time:		Calibration:		1.04 =		1.04 =		1.04 =		Inspector/Assessor:	
Niton XLP 300		See Lead-Based Paint Inspections, Sampling Protocol, & Definition of Lead-Based Paint on Page 1								Condition Codes: I = Intact, F = Fair, P = Poor	

No.	Sample Location	Color	Substrate	Component	Condition	XRF Result (mg/cm2)
1.	25724 N. McIntire Rd Interior: Living Room, South Wall	White	Drywall	Wall	I	0.01
2.	25724 N. McIntire Rd Interior: Living Room, Entry Door	White	Wood	Door Facing	I	0.00
3.	25724 N. McIntire Rd Interior: Living Room, Entry Door	White	Wood	Door Frame	I	0.00
4.	25724 N. McIntire Rd Interior: Kitchen, East Wall	Cream	Drywall	Wall	I	0.03
5.	25724 N. McIntire Rd Interior: Kitchen, East Doorway	White	Wood	Door Frame	I	0.03
6.	25724 N. McIntire Rd Interior: Kitchen	Cream	Wood	Cabinet	I	0.09
7.	25724 N. McIntire Rd Interior: Hallway, North Wall	White	Drywall	Wall	I	0.00
8.	25724 N. McIntire Rd Interior: Restroom, North Wall	White	Drywall	Wall	I	0.14
9.	25724 N. McIntire Rd Interior: Restroom Doorway	Cream	Wood	Door	I	0.09
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

Appendix C

Site Photographs



Wood Siding



Wood Siding Sealant



Vapor Barrier and Adhesive



Tongue and Groove Siding



Wood Siding nailed

Appendix D

Sample Location Drawing

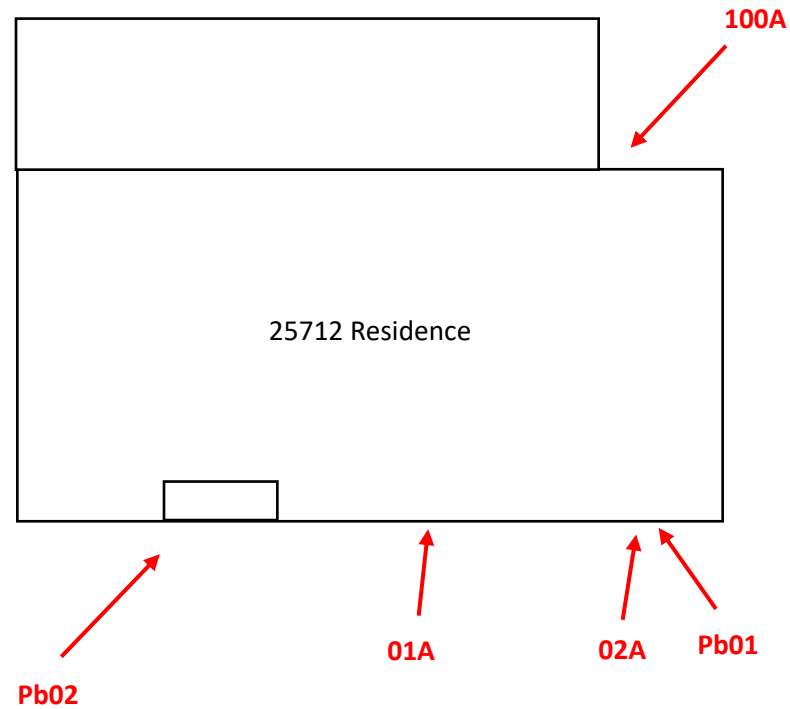




Forensic Analytical Consulting Services

MAP WITH ASSOCIATED SAMPLE LOCATIONS

Site Name:	25712 & 25724 N. McIntire Residences
Address:	25712 & 25724 N. McIntire Road Lodi, CA 95240
Date:	01/21/2020



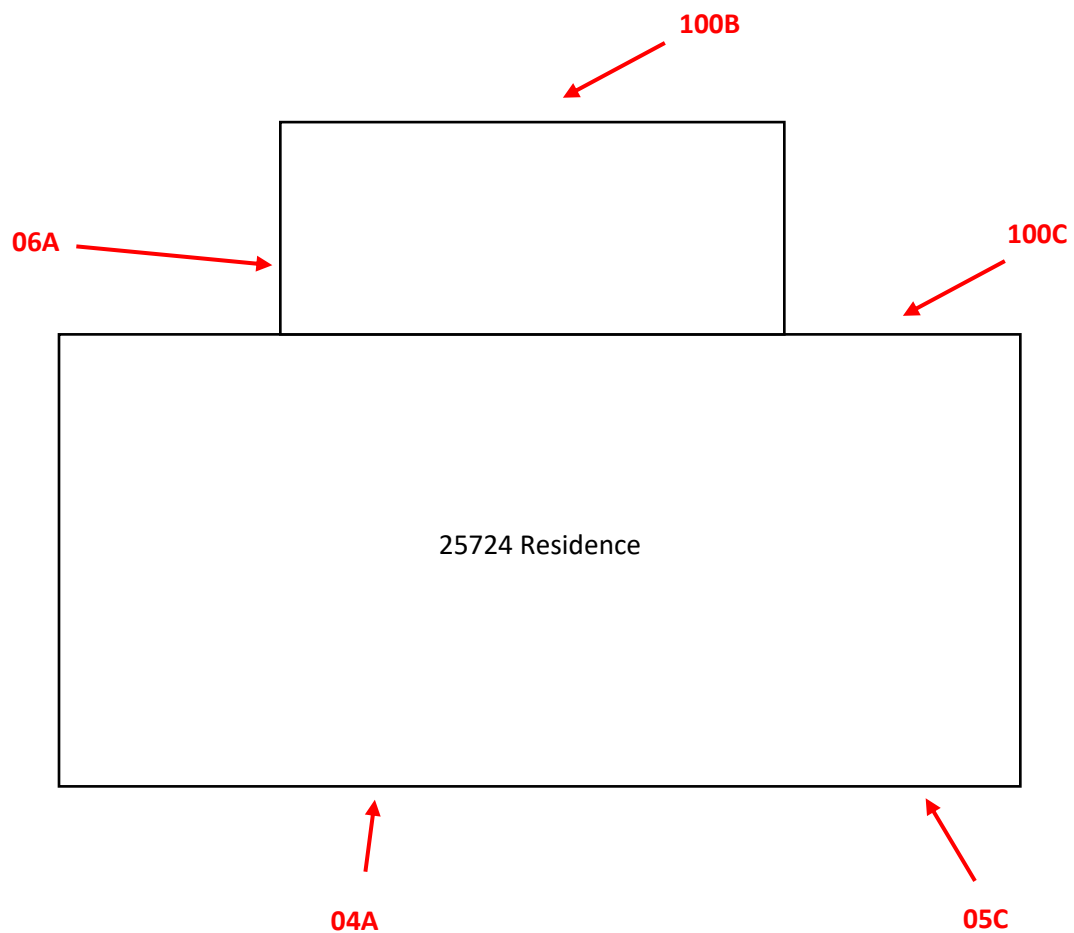
NOT DRAWN TO SCALE



Forensic Analytical Consulting Services

MAP WITH ASSOCIATED SAMPLE LOCATIONS

Site Name:	25712 & 25724 N. McIntire Residences
Address:	25712 & 25724 N. McIntire Road Lodi, CA 95240
Date:	01/21/2020



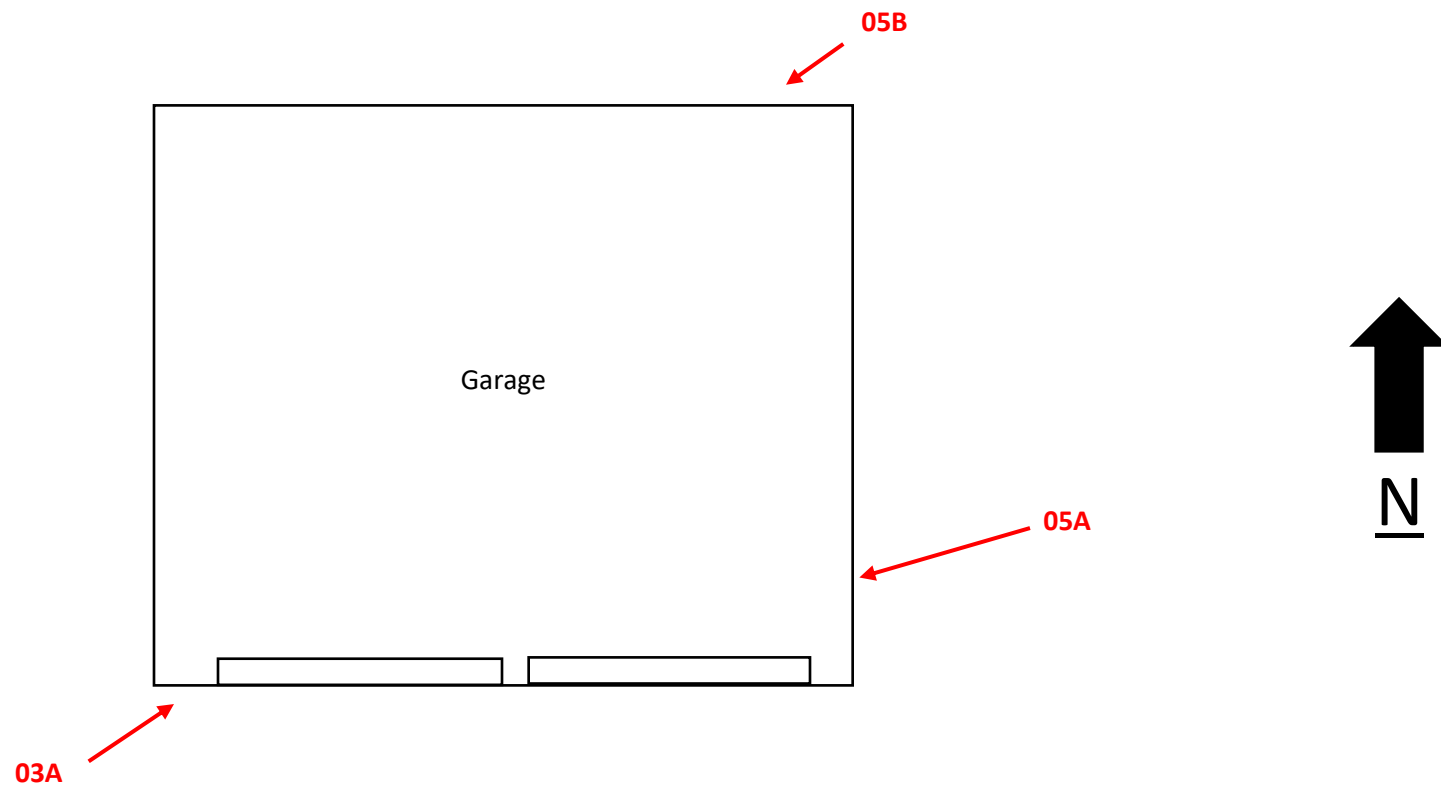
NOT DRAWN TO SCALE



Forensic Analytical Consulting Services

MAP WITH ASSOCIATED SAMPLE LOCATIONS

Site Name:	25712 & 25724 N. McIntire Residences
Address:	25712 & 25724 N. McIntire Road Lodi, CA 95240
Date:	01/21/2020



NOT DRAWN TO SCALE

Appendix E

Certifications of Personnel and Laboratories



DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
Asbestos Certification & Training Unit
2424 Arden Way, Suite 495
Sacramento, CA 95825-2417
(916) 574-2993 Office (916) 483-0572 Fax
<http://www.dir.ca.gov/dosh/asbestos.html> acru@dir.ca.gov



607135728T

413

Forensic Analytical Consulting Services
Tyler J Faison
207 McHenry Ave.
Modesto CA 95354

July 08, 2019

Dear Certified Asbestos Consultant or Technician:

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

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

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

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

Please contact our office at the above address or email with any changes in your contact/mailing information within 15 days of the change.

Sincerely,

Jeff Ferrell
Senior Safety Engineer

Attachment: Certification Card

cc: File

Renewal - Card Attached (Revised 01/10/2019)

State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician

Tyler J Faison

Name

Certification No. **16-5728**

Expires on **08/17/20**



This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

HMS Training

a division of Forensic Analytical Consulting Services

This is to confirm that

Tyler Faison

Has attended the four-hour

AHERA Refresher Course for Asbestos Inspectors

And has completed the requisite training and passed the exam for

asbestos accreditation under TSCA Title II

September 10, 2019

Certificate Number: HMSBIR650

Valid Until: September 10, 2020

Cal/OSHA Approval Number: CA-025-06



A handwritten signature in black ink, reading 'Michael C. Sharp'.

Michael C. Sharp - Training Director
HMS/Forensic Analytical Consulting Services
207 McHenry Ave. Modesto, CA 95354
(800) 677-1483



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
	Lead Project Monitor	LRC-00002383	12/26/2020
	Lead Sampling Technician	LRC-00002382	12/26/2020
	Lead Inspector/Assessor	LRC-00002454	8/13/2020

Tyler Faison

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
Asbestos Certification & Training Unit
2424 Arden Way, Suite 495
Sacramento, CA 95825-2417
(916) 574-2993 Office (916) 483-0572 Fax
<http://www.dir.ca.gov/dosh/asbestos.html> acru@dir.ca.gov



005174633C

339

Hazard Management Services, Inc.
Christopher J Chipponeri
207 McHenry Ave.
Modesto CA 95354

June 14, 2019

Dear Certified Asbestos Consultant or Technician:

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

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

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

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

Please contact our office at the above address or email with any changes in your contact/mailing information within 15 days of the change.

Sincerely,

Jeff Ferrell
Senior Safety Engineer

Attachment: Certification Card

cc: File

Renewal – Card Attached (Revised 01/10/2019)

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

Christopher J Chipponeri



Certification No. 10-4633

Expires on 06/16/20

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

HMS Training

a division of Forensic Analytical Consulting Services

This is to confirm that

Chris Chipponeri

Has attended the four-hour

AHERA Refresher Course for Asbestos Inspectors

And has completed the requisite training and passed the exam for

asbestos accreditation under TSCA Title II

September 10, 2019

Certificate Number: HMSBIR648

Valid Until: September 10, 2020

Cal/OSHA Approval Number: CA-025-06



A handwritten signature in black ink, reading "Michael C. Sharp". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Michael C. Sharp - Training Director
HMS/Forensic Analytical Consulting Services
207 McHenry Ave. Modesto, CA 95354
(800) 677-1483



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Chris Chipponeri

CERTIFICATE TYPE:

Lead Inspector/Assessor

NUMBER:

LRC-00000782

EXPIRATION DATE:

6/20/2020

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101459-0

SGS Forensic Laboratories
Hayward, CA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2019-07-01 through 2020-06-30

Effective Dates



Dana S. Luman
For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

SGS Forensic Laboratories
3777 Depot Road, Suite 409
Hayward, CA 94545-2761
Mr. Steven Takahashi
Phone: 310-294-4365 Fax: 310-764-1136
Email: stakahashi@falaboratories.com
<http://www.falaboratories.com>

ASBESTOS FIBER ANALYSIS

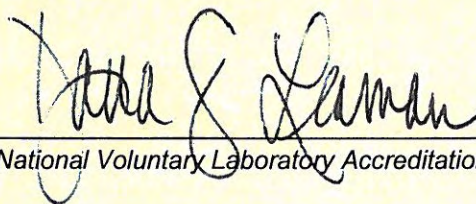
NVLAP LAB CODE 101459-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program



AIHA Laboratory Accreditation Programs, LLC

acknowledges that

SGS Forensic Laboratories

3777 Depot Road, Suite 409, Hayward, CA 94545

Laboratory ID: 101762

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2005 international standard, *General Requirements for the Competence of Testing and Calibration Laboratories* in the following:

LABORATORY ACCREDITATION PROGRAMS

- ✓ **INDUSTRIAL HYGIENE**
- ✓ **ENVIRONMENTAL LEAD**
- ✓ **ENVIRONMENTAL MICROBIOLOGY**
- ☐ **FOOD**
- ✓ **UNIQUE SCOPES**

Accreditation Expires: December 01, 2020

Accreditation Expires: December 01, 2020

Accreditation Expires: December 01, 2020

Accreditation Expires:

Accreditation Expires: December 01, 2020

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached **Scope of Accreditation**. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2005 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached **Scope of Accreditation**. Please review the AIHA-LAP, LLC website (www.aihaaccreditedlabs.org) for the most current Scope.

Elizabeth Bair

Elizabeth Bair
Chairperson, Analytical Accreditation Board

Cheryl O. Morton

Cheryl O. Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

SGS Forensic Laboratories

3777 Depot Road, Suite 409, Hayward, CA 94545

Laboratory ID: **101762**

Issue Date: 08/02/2019

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

Industrial Hygiene Laboratory Accreditation Program (IHLAP)

Initial Accreditation Date: 03/01/1990

IHLAP Scope Category	Field of Testing (FoT) (FoTs cover all relevant IH matrices)	Technology sub-type/ Detector	Published Reference Method/Title of In-house Method	Method Description or Analyte (for internal methods only)
Chromatography Core	Ion Chromatography (IC)		OSHA ID 215	
Spectrometry Core	Atomic Absorption	CVAA	NIOSH 6009	
			OSHA ID-140	
			OSHA ID-145	
		FAA	NIOSH 7082	
			OSHA ID-121	
		GFAA	NIOSH 7105	
	Inductively-Coupled Plasma	ICP/AES	NIOSH 7303	
			OSHA ID 125G (Modified)	
	Infrared		ASTM D7948	
			NIOSH 7602	
			NIOSH 7603	
Asbestos/Fiber Microscopy Core	Polarized Light Microscopy (PLM)		EPA/600/M4-82-020, 1982	
			EPA/600/R-93/116, July 1993	
	Phase Contrast Microscopy (PCM)		NIOSH 7400	
	Transmission Electron Microscopy (TEM)		EPA 600/R-93/116	SOP TEM 301
			EPA 600/R-93/116	SOP TEM 300
			EPA 600/R-93/116	SOP TEM 302
			EPA 600/R-93/116	SOP TEM 303

Effective: 04/10/2015

101762_Scope_IHLAP (Name Change)_2019_07_29.docx29

Page 1 of 2



IHLAP Scope Category	Field of Testing (FoT) (FoTs cover all relevant IH matrices)	Technology sub-type/ Detector	Published Reference Method/Title of In-house Method	Method Description or Analyte <i>(for internal methods only)</i>
Asbestos/Fiber Microscopy Core	Transmission Electron Microscopy (TEM)		EPA AHERA - 40 CFR Part 763	EPA AHERA Method (40 CFR 763, Subpart E, Appendix A, Mandatory Method)
			NIOSH 7402	
			Yamate Level 1	
			Yamate Level 2	
Miscellaneous Core	Gravimetric		NIOSH 0500	
			NIOSH 0600	

A complete listing of currently accredited Industrial Hygiene laboratories is available on the AIHA-LAP, LLC website at: <http://www.aihaaccreditedlabs.org>



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

SGS Forensic Laboratories

3777 Depot Road, Suite 409, Hayward, CA 94545

Laboratory ID: **101762**

Issue Date: 08/02/2019

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA-LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

Environmental Lead Laboratory Accreditation Program (ELLAP)

Initial Accreditation Date: 06/26/1995

Field of Testing (FoT)	Technology sub-type/ Detector	Method	Method Description (for internal methods only)
Paint		EPA SW-846 3050B	
		EPA SW-846 7000B	
Soil		EPA SW-846 3050B	
		EPA SW-846 7000B	
Settled Dust by Wipe		HUD App. 14.2	
		NIOSH 7082	
		NIOSH 9100	
		OSHA ID-105 Modified	
Airborne Dust		NIOSH 7082	
		NIOSH 7105	
		NIOSH 7303	

A complete listing of currently accredited Environmental Lead laboratories is available on the AIHA-LAP, LLC website at:
<http://www.aihaaccreditedlabs.org>



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

SGS Forensic Laboratories

3777 Depot Road, Suite 409, Hayward, CA 94545

Laboratory ID: **101762**

Issue Date: 08/02/2019

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

Environmental Microbiology Laboratory Accreditation Program (EMLAP)

Initial Accreditation Date: 11/01/2003

EMLAP Category	Field of Testing (FoT)	Method	Method Description (for internal methods only)
Fungal	Air - Culturable	SOP IAQ 100	Analysis of Viable Air Samples for Identification of Fungal Mycota
	Bulk - Culturable	SOP IAQ 103	Analysis of Viable Bulk Samples for Identification of Fungal Mycota
	Surface - Culturable	SOP IAQ 103	Analysis of Viable Bulk Samples for Identification of Fungal Mycota
	Air - Direct Examination	SOP IAQ 101	Analysis of Non-Viable Air Samples for Identification of Fungal Mycota
	Bulk - Direct Examination	SOP IAQ 102	Analysis of Non-Viable Bulk Samples for Identification of Fungal Mycota
	Surface - Direct Examination	SOP IAQ 102	Analysis of Non-Viable Bulk Samples for Identification of Fungal Mycota
Bacterial	Legionella	SOP IAQ 213	Recovery of Legionellae from Water Samples
		SOP IAQ 214	Recovery of Legionellae from Swab Samples

A complete listing of currently accredited Environmental Microbiology laboratories is available on the AIHA-LAP, LLC website at: <http://www.aihaaccreditedlabs.org>



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

SGS Forensic Laboratories

3777 Depot Road, Suite 409, Hayward, CA 94545

Laboratory ID: **101762**

Issue Date: 08/02/2019

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

Unique Scopes Laboratory Accreditation Program (Unique Scopes)

Initial Accreditation Date: 05/01/2014

Unique Scope Category	Field of Testing (FoT)	Method	Method Description <i>(for internal methods only)</i>
Consumer Product Testing	Lead in Paint and Other Similar Surface Coatings	16 C.F.R 1303 CPSC-CH- E1002.08.1	MET 215
		16 C.F.R 1303 CPSC-CH- E1003-09	MET 213

A complete listing of currently accredited Unique Scope laboratories is available on the AIHA-LAP, LLC website at:
<http://www.aihaaccreditedlabs.org>

**Right People
Right Perspective
Right Now**

www.forensicanalytical.com