

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Clementina Giordano, Contract Specialist, Email: [CGiordano@sanidiego.gov](mailto:CGiordano@sanidiego.gov)  
Phone No. (619) 533-3481, Fax No. (619) 533-3633  
G Freiha / R Taleghani / LJI



## CONTRACT DOCUMENTS

## FOR

## MUSEUM OF MAN INTERIOR REPAIRS

VOLUME 1 OF 2

BID NO.: \_\_\_\_\_ **L-14-6198-DBB-1**  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ **S-11101**  
CLIENT DEPARTMENT: \_\_\_\_\_ **1714**  
COUNCIL DISTRICT: \_\_\_\_\_ **3**  
PROJECT TYPE: \_\_\_\_\_ **BH**

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE  or ELBE FIRMS ONLY .
- PREVAILING WAGE RATES: STATE  FEDERAL

**BID DUE DATE:**

**1:30 PM  
JUNE 19, 2014  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

# ENGINEER OF WORK

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer/Architect:

*V. Paul Marshall*      4-29-14  
1) Registered Architect      Date

Seal:



*Ali Darvishi*      4-29-14  
2) For City Engineer      Date

Seal:



## TABLE OF CONTENTS

DESCRIPTION	PAGE NUMBER
1. NOTICE INVITING BIDS.....	4
2. CONTRACT FORMS .....	15
3. CONTRACT FORMS ATTACHMENTS:	
1. Performance Bond and Labor and Materialmen’s Bond .....	19
2. Drug-Free Workplace.....	21
3. American with Disabilities Act (ADA) Compliance Certification .....	22
4. Contractor Standards - Pledge of Compliance Certificate .....	23
5. Affidavit of Disposal Certificate .....	24
4. ATTACHMENTS:	
A. SCOPE OF WORK .....	26
B. INTENTIONALLY LEFT BLANK.....	28
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM .....	29
D. INTENTIONALLY LEFT BLANK.....	33
E. SUPPLEMENTARY SPECIAL PROVISIONS .....	34
TECHNICALS .....	46
SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES .....	61
1. Appendix A - Notice of Exemption .....	62
2. Appendix B - Materials Typically Accepted by Certificate of Compliance.....	64
3. Appendix C - Sample City Invoice.....	66
4. Appendix D - Location Map .....	68
5. Appendix E - Lead Related Construction Specification, Museum of Man Interior Plaster.....	70
F. INTENTIONALLY LEFT BLANK.....	106

# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List in accordance with the designation stated on the cover page hereof. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Museum of Man Interior Repairs** (Project).
3. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
5. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
  - 5.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
  - 5.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:  
  
**Total voluntary subcontractor participation percentage for this project is 15.5%.**
  - 5.3. For additional Equal Opportunity Contracting Program requirements, see Attachment C.
6. **PRE-BID MEETING:**
  - 6.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101 **at 10:00 A.M., on June 5, 2014.**

**6.2. The Pre-Bid Meeting has been designated as MANDATORY. All potential bidders are required to attend.** Bid will be declared **non-responsive** if the Bidder fails to attend the Pre-Bid Meeting when specified to be mandatory. Attendance at the Pre-Bid Meeting will be evidenced by the representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. **No Bidder will be admitted after the specified start time of the mandatory Pre-Bid Meeting.**

**6.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

**7. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

**7.1. Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based contract compliance website, Prism®, located here:

<https://pro.prismcompliance.com/default.aspx>.

**7.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

**8. PRE-BID SITE VISIT:** The Pre-Bid site visit has been designated **mandatory**. The prospective Bidders are requested to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. A Pre-Bid Site Visit is offered when the details are provided as follows:

**Time: 12:00 pm**  
**Date: June 5, 2014**  
**Location: 1350 El Prado, San Diego, CA 92101**

**9. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

**10. PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.

**10.1. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.**

**10.1.1.** In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). The

Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

**10.1.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

**10.1.3.** The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

**10.1.4.** The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

## **11. INSURANCE REQUIREMENTS:**

**11.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.

**11.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

## **12. PREQUALIFICATION OF CONTRACTORS:**

**12.1.** Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>

**12.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor’s SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).

**13. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

**14. CITY’S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.

**15. CITY’S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

**16. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.

**17. SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.

**18. AWARD PROCESS:**

- 18.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 18.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 18.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

**19. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

**20. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

**21. SUBMISSION OF QUESTIONS:**

**21.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracting Group  
1010 Second Avenue, 14<sup>th</sup> Floor  
San Diego, California, 92101

Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

- 21.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 21.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 21.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.

- 22. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 23. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
- 24. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 24.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 24.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 24.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 24.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
- 25. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 25.1.** With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

- 25.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- 25.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

**26. AWARD OF CONTRACT OR REJECTION OF BIDS:**

- 26.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 26.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 26.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 26.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 26.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- 26.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 26.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 26.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

**27. BID RESULTS:**

- 27.1.** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.
- 27.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

**28. THE CONTRACT:**

- 28.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 28.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 28.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 28.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 28.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 29. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 30. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 30.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - 30.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - 30.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - 30.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - 30.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
  - 30.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - 30.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 31. PRE-AWARD ACTIVITIES:**
- 31.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
  - 31.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.
- 32. REQUIRED DOCUMENT SCHEDULE:**
- 32.1.** The Bidder’s attention is directed to the City’s Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

**32.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

<http://www.sandiego.gov/eoc/forms/index.shtml>

<b>ITEM</b>	<b>WHEN DUE</b>	<b>FROM</b>	<b>DOCUMENT TO BE SUBMITTED</b>
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
7.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements

<b>ITEM</b>	<b>WHEN DUE</b>	<b>FROM</b>	<b>DOCUMENT TO BE SUBMITTED</b>
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

**CONTRACT FORMS**  
**AGREEMENT**

## CONTRACT FORMS

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### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Handy International, herein called "Contractor" for construction of Museum of Man Interior Repairs; Bid No. L-14-6198-DBB-1 in the amount of One Hundred Fifty-Five Thousand Dollars and 00/100(\$155,000.00), which is comprised of the Base Bid.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled Museum of Man Interior Repairs on file in the office of the Public Works Department as Document No. S-11101 as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Museum of Man Interior Repairs; Bid Number L-14-6198-DBB-1; San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT FORMS (continued)**

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**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to **Municipal Code 22.3107** authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM AND LEGALITY**

By *Stephen Samara*

Jan I. Goldsmith, City Attorney  
By *Mark M. Mercer*

Print Name: Stephen Samara,  
Senior Contract Specialist

Print Name: Mark M. Mercer  
Deputy City Attorney

Date: 8-25-2014

Date: 8/28/14

**CONTRACTOR**

By *Waheed Williams Raz*

Print Name: Waheed Williams Raz

Title: Owner

Date: 6/30/14

City of San Diego License No.: B2012018122

State Contractor's License No.: 940082

**CONTRACT FORMS  
ATTACHMENTS**

**CONTRACT FORMS ATTACHMENTS**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

---

**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

\_\_\_\_\_ Handy Industrial \_\_\_\_\_, a corporation, as principal, and  
\_\_\_\_\_ Western Surety Company \_\_\_\_\_, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and  
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of  
\_\_\_\_\_ One Hundred Fifty Five Thousand and 00/100 \_\_\_\_\_ for the faithful performance of the  
annexed contract, and in the sum of \_\_\_\_\_ One Hundred Fifty Five Thousand and 00/100 \_\_\_\_\_ for the  
benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Museum of Man Interior Repairs** Bid Number **L-14-6198-DBB-1** San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

**CONTRACT FORMS ATTACHMENTS (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

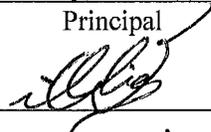
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The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated July 2, 2014

Approved as to Form and Legality

Handy Industrial  
Principal

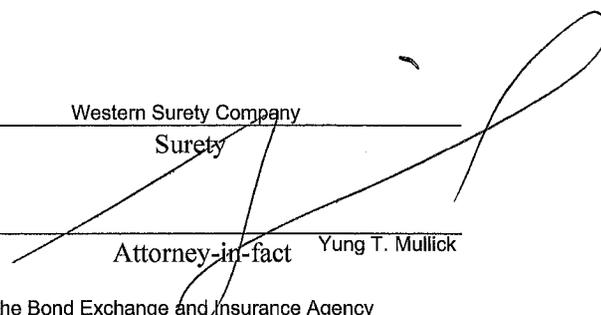
By 

Waheed Williams Raz  
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By   
Deputy City Attorney

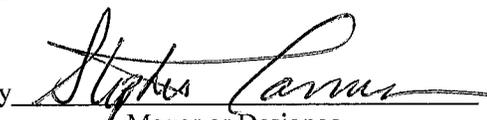
Western Surety Company  
Surety

By   
Attorney-in-fact Yung T. Mullick

c/o The Bond Exchange and Insurance Agency  
24800 Chrisanta Drive, Suite 160

Local Address of Surety

Approved:

By   
Mayor or Designee

Mission Viejo, CA 92691  
Local Address (City, State) of Surety

949-461-7000  
Local Telephone No. of Surety

Premium \$ \$4,650.00 WHICH IS SUBJECT TO CHANGE BASED ON THE FINAL CONTRACT AMOUNT

Bond No. 71562640

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of ORANGE

On JULY 2, 2014 before me, JENNIFER C. ANAYA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared YUNG T. MULLICK  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James W Moilanen, Yung T Mullick, Jennifer C Anaya, Individually**

of Mission Viejo, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of October, 2012.



WESTERN SURETY COMPANY

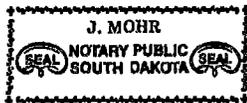
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 19th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2 day of JULY, 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

PROJECT TITLE: Museum of Man Interior Repairs

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

Handy Industrial

(Name under which business is conducted)

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

Signed

Waheed Williams Raz

Printed Name

Waheed Williams Raz

Title

Owner

## CONTRACTOR CERTIFICATION

---

### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Museum of Man Interior Repairs

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

Handy Industrial

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed

W. Williams

Printed Name

Waheed Williams Raz

Title

Owner

## CONTRACTOR CERTIFICATION

---

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Museum of Man Interior Repairs

I declare under penalty of perjury that I am authorized to make this certification on behalf of Handy Industrial, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 30th Day of June, 2014.

Signed

William Raz

Printed Name

Wahed William Raz

Title

Owner

**AFFIDAVIT OF DISPOSAL**

**WHEREAS**, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

**Museum of Man Interior Repairs**

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-14-6198-DBB-1** SAP No. (WBS/IO/CC) **S-11101** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush; trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

**NOW, THEREFORE**, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

and that they have been disposed of according to all applicable laws and regulations.

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Contractor  
by

**ATTEST:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

**AFFIDAVIT OF DISPOSAL**

**WHEREAS**, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

**Museum of Man Interior Repairs**

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-14-6198-DBB-1** SAP No. (WBS/IO/CC) **S-11101** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

**NOW, THEREFORE**, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

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

and that they have been disposed of according to all applicable laws and regulations.

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
by \_\_\_\_\_ Contractor

**ATTEST:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

## ATTACHMENTS

**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

1. **SCOPE OF WORK:** Restoration repairs and repaint of the water damaged walls and domes including lead mitigation and the restoration of the main entrance door. The Lead Mitigation shall be accomplished according to the Lead Related Construction Specification, Exhibit E.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **37858-01-D** through **37858-10-D**, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$200,000**.
3. **LOCATION OF WORK:** The location of the Work is as follows: Museum of Man located at: **1350 El Prado, San Diego CA 92101**
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **44 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
  - 5.1. The City has determined the following licensing classification(s) for this contract:
    - CLASS B

**ATTACHMENT B**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## **EQUAL OPPORTUNITY CONTRACTING PROGRAM**

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

### **D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

#### **1. Nondiscrimination in Contracting Ordinance.**

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

1. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
  3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
  5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**ATTACHMENT D**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

The following Supplementary Special Provisions (SSP) modifies the following documents:

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
  - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
- 

### **SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

#### **1-2 TERMS AND DEFINITIONS.**

**Normal Working Hours.** To the City Supplement, ADD the following:(s)

The Normal Working Hours are 7:00 AM to 3:30 PM, Monday through Friday

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

#### **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

#### **2-5.3.1 General.** To the City Supplement, ADD the following

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
  - a) The product type or category is not in the AML.
  - b) The AML does not list at least two available manufacturers of the product.
  - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City’s submittal form.

The Product Submittal Form is available for download at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

**2-14.3 Coordination.** To the City Supplement, ADD the following:

Other adjacent City projects are scheduled for construction for the same time period in the vicinity of **Museum of Man**. Coordinate the Work with the adjacent project(s) as listed below:

- a) Museum of Man ADA Barrier Removal , Coselyn Goodrich, 619/533-3749.
- b) SDG&E Electric Room Relocation, SDG&E, Jacy Mercurio 858/654-6308.
- c) CA Tower Electric Room Relocation, George Freiha, 619/533-7449.

**2-15 TECHNICAL STUDIES AND DATA.** To the City Supplement, ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  1. Report of City of San Diego/ Lead Related Construction Specification for the interior of the Museum of Man (attached Appendix E)

#### **SECTION 4 - CONTROL OF MATERIALS**

**4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

**4-1.6 Trade Names or Equals.** ADD the following:

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no less than 15 Working Days prior to Bid due date** and on the City’s Product Submittal Form available at.

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

#### **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

**7-3 LIABILITY INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

The insurance provisions herein must not be construed to limit your indemnity obligations contained in the Contract.

**7-3.1 Policies and Procedures.**

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

**7-3.2.2 Commercial Automobile Liability Insurance.**

1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles (“Any Auto”).
2. All costs of defense must be outside the limits of the policy.

**7-3.2.3 Contractors Pollution Liability Insurance.**

1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
3. For approval of a substitution of Subcontractor’s insurance, you must certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible must not exceed \$25,000 per claim.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability.
5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

#### 7-3.2.4

#### **Contractors Hazardous Transporters Pollution Liability Insurance.**

1. You must provide at your expense or require Subcontractor to provide, as described below Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
2. All costs of defense must be outside the limits of the policy. The deductible must not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you must be approved separately in writing by the City.
3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies must be procured before the Work commences and must be maintained for the duration of this contract. Claims Made policies must be procured before the Work commences, must be maintained for the duration of this contract, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work under this contract without advancing the retroactive date.
5. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

#### 7-3.3

**Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

#### 7-3.3.1

**Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7-3.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance**

**7-3.5.1.1 Additional Insured.**

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.**

The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

**7-3.5.2 Commercial Automobile Liability Insurance.**

**7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

**7-3.5.3 Contractors Pollution Liability Insurance Endorsements.**

**7-3.5.3.1 Additional Insured.**

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

**7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

**7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**7-3.5.4.1 Additional Insured.**

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

**7-3.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

**7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

**7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

**7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

**7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

**7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
2. Limits for this insurance must be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

**7-4.1.1 Waiver of Subrogation.**

The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

**7-10.5.3 Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".

**7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

## SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

**8-2**            **FIELD OFFICE FACILITIES.** To the City Supplement, DELETE in its entirety.

## SECTION 9 - MEASUREMENT AND PAYMENT

**9-3.2.5**        **Withholding of Payment.** To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i)    Your failure to comply with 7-2.3, “PAYROLL RECORDS” and 2-16, “CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.”

**ADD:**

**9-3.7**            **Compensation Adjustments for Price Index Fluctuations.** This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

## SECTION 300 – EARTHWORK

**300-1.4**        **Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

2.    Payment for existing pavement removal and disposal of up to 12” thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

## SECTION 703 – ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES

**703-20**        **Payment.** To the City Supplement, Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1.    Payment for waste management shall be included in the applicable Bid items as follows:
  - a)    Preparation of Hazardous Waste Management Plan and Reporting (LS).
  - b)    Monitoring, Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste (TON).
  - c)    Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste (TON).
  - d)    Monitoring of Petroleum Contaminated Soil (HR).
  - e)    Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil (TON).

- f) Loading, Transportation, and Disposal of Petroleum Contaminated Soil (TON).
- g) Monitoring, Testing, Sampling Site Storage and Handling of Soils Containing Non-RCRA Hazardous Waste (TON).
- h) Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste (TON).
- i) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized RCRA Hazardous Waste (55 Gal DRUMS).
- j) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized Non-RCRA Hazardous Waste (55 Gal DRUMS).
- k) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Universal Waste (EACH).
- l) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Regulated Waste (TON).
- m) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).
- n) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).

## SECTION 707 – RESOURCE DISCOVERIES

**ADD:  
707-1.1**

**Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Notice of Exemption** for **Museum of Man Interior Repairs**, as referenced in the Contract Appendix. You must comply with all requirements of the **Notice of Exemption** as set forth in the Contract Appendix A.

Compliance with the City’s environmental document is included in the various Bid items, unless a bid item has been provided.

## END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

# TECHNICALS

# MUSEUM OF MAN INTERIOR REPAIRS

Heritage Architecture & Planning  
Project # 13015  
February 19, 2014

## **Sections included in these specifications**

09 0320 – Historic Plaster Repairs

09 9000 – Paint and Coatings

## SECTION 09 0320 HISTORIC PLASTER REPAIRS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Retain or delete this article in all Sections of Project Manual.

- A. Drawings and general provisions of the Contract.
- B. Standard Specifications for Public Works Construction (Greenbook) Current Edition.
- C. 2012 Standard Specifications for Public Works Construction (Whitebook).
- D. The Secretary of the Interior's Standards for the Treatment of Historic Properties (1995 Edition).

#### 1.2 SUMMARY

- A. Section specifies the historic treatment of lime and gypsum plasters and of cast-plaster fabrications in the form of repairs, replacement, and replication.
- B. Section does not specify non-load-bearing steel framing and furring for ceilings and partitions and portland cement plaster, often called stucco when used on the exterior. It also does not include consolidation of crumbly plaster or cleaning and removing paint from plaster surfaces. Paint removal, surface preparation for refinishing, and refinishing are specified in Section 09 9000 "Paint and Coatings."
- C. Related Requirements:
  - 1. Division 09 Section "09 9000" for Painting and Coating.

#### 1.3 DEFINITIONS

## MUSEUM OF MAN INTERIOR REPAIRS

- A. Building Fabric: The physical material of a building, structure, or object in its completed form. Original fabric is the fabric remaining from the original construction, especially with Architectural or artistic value.
- B. Base coat: The sum of the scratch and brown coats in place prior to application of finish coats.
- C. Coat: Thickness or layer of plaster applied to a surface in a single application.
- D. Existing to Remain: Existing items that are not to be removed or dismantled and are to be protected in place. With permission of Owner's Representative item may be located in a storage facility at Contractor's expense.
- E. Historic: Surfaces, materials, finishes, and overall appearance which are important to the successful preservation / rehabilitation as determined by Owner's Representative. Designated historic and surfaces are indicated on Drawings and scheduled in this Section.
- F. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Owner's Representative.
- G. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- H. Repair: To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. Includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Restore: To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results.

### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for plaster materials.
  - 2. Include certification that manufacturer has over five years production experience.
- B. Special Warranty
  - 1. Include a special warranty from installer for one (1) year for failure of plaster systems.

### 1.6 MOCKUPS

## MUSEUM OF MAN INTERIOR REPAIRS

- A. Mockups: Build mockups to demonstrate aesthetic effects to set quality standards for plaster replication and installation.
  - 1. Build mockup of typical plaster cornice ornamentation as shown on Drawings and existing in the building at the work location.
  - 2. Mock-up repair of plaster ceiling where full thickness of historic plaster is removed to the wood furring, minimum 4 feet square.
  - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

### 1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide materials from manufacturers with a minimum of five (5) years of experience in producing specified materials.
- B. Installer Qualifications: The plastering contractor workmen shall have a minimum of five (5) years of verifiable experience in specialty plastering and experience working on two (2) verifiable projects conforming to The Secretary of the Interior's Standards. Workmen lacking required experience will be rejected and contractor shall provide experienced workmen at no additional cost to Owner.
- C. Successful Mock-ups: Successful mock-ups of plastering repairs will establish the quality expected for a successful project. Contractor shall redo rejected mock-ups until a successful mock-up is demonstrated to the satisfaction of the Owner's representative.

### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
  - 1. Product name, and type (description).
  - 2. Application and use instructions
  - 3. Surface preparation.
  - 4. Environmental issues.
  - 5. Batch date.
- B. Damaged Materials: Plaster materials and packaging shall not be damaged by contact with moisture. Such materials may be rejected by the Owner's Representative.

### 1.9 FIELD CONDITIONS

- A. Contractor shall inspect field conditions prior to submitting a bid. Installers who fail to inspect field conditions will be required to perform the work as bid.

## MUSEUM OF MAN INTERIOR REPAIRS

- B. Contractor shall take note of locations of contractor access, location of exhibits, and location of exits for museum visitors and occupants. Contractor shall coordinate work to protect existing finishes to remain, egress, and exhibits from damage and closure.
- C. Contractor shall not move exhibits. Contractor shall alert Museum's representative of exhibits that may be potentially damaged by work operations, the Museum's representatives will be responsible to move or protect exhibits.
- D. Museum of Man is open to visitors 365 days per year and will be open during the period of this work.
- E. Contractor shall anticipate that existing plaster may not be acceptable as substrate for the new plaster. Loose or poorly adhered plaster substrate is not acceptable under new plaster work. All areas noted on drawings that require plaster repairs may require removal to lath substrate.
- F. Contractor shall take note that historic plaster was Portland cement plaster over wood lath.
- G. Contractor shall take note that previous repairs to plaster may include gypsum plaster over historic cement plaster.
- H. Contractor shall assume all existing paint on existing plaster surfaces may be lead-based paint and paint disturbed by the work must be abated by a licensed abatement contractor.

### 1.10 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace areas of plaster that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: one year from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. National Gypsum Company
  - 2. USG – United States Gypsum
  - 3. Or Approved Equal

### 2.2 MATERIALS

- A. Gypsum Plaster; Three Coat System.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. National Gypsum Co.

## MUSEUM OF MAN INTERIOR REPAIRS

- 1) Scratch and Brown Coat: .Gold Bond – Two-Way Hardwall Gypsum Plaster. ASTM C-842
  - 2) Finish Coat: Gold Bond Gauging Plaster – ASTM C-28
  - 3) Moulding Plaster: Gold Bond Moulding Plaster – ASTM C-59
- b. United States Gypsum
- 1) Scratch and Brown: Imperial Basecoat Plaster ASTM C-842
  - 2) Finish Coat: Red Top Gauging Plaster ASTM C-28
  - 3) Moulding Plaster: Red Top Finish Plaster ASTM C-28
- B. Finishing Hydrated Lime: Type N or S complying with ASTM C-206.
- C. Water: Potable
- D. Silica Sand: Complying with ASTM C-35 Specification for inorganic aggregates.

### 2.3 ACCESSORIES

- A. Metal Lath: Diamond mesh lath, expanded metal lath with 5/16 inch wide diamonds weighing 3.4 pounds per square yard. Galvanized per ASTM C-847.
- B. Retarder: National Gypsum Co: Gold Bond Plaster Retarder, or equal.
- C. Joint Reinforcing Tape: 2-1/2 inch wide coated fiberglass reinforcing tape (KalMesh Tape, or equal.)
- D. Fasteners/Attachment Devices: Galvanized steel; comply with ML/SFA "Guide Specifications for Metal Lathing and Furring."

### 2.4 MIXING

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Take Note of "Field Conditions" as enumerated in part 1.9 above
- B. Examine Plaster and substrate materials before installation. Reject plaster or lath that are wet, moisture damaged, or mold damaged.
- C. Examine walls and ceilings for suitable conditions where plaster materials will be installed.
- D. Walk project with Owner's Representative to confirm scope of work.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

## MUSEUM OF MAN INTERIOR REPAIRS

### 3.2 PREPARATION

- A. Prepare a Project Schedule to alert Owner of times of project activity.
- B. Isolate areas with sheeting where dust, debris, and plaster splattering may be expected.
- C. Protect floor surfaces from impact from falling debris, dust, plastering materials, and tools.
- D. Provide temporary signs and barricades at walkways and stairs during work activities.
- E. Remove light fixtures and electrical trim as required by the work.
- F. Notify Owner's Representative of exhibits that need to be moved or protected.

### 3.3 APPLICATION

- A. Scratch and Base Coat: Apply in accordance with ASTM C-844
- B. Veneer Plaster: Apply in accordance with ASTM C-843
- C. Apply topcoat by applying a tight scratch coat over the entire area over the partially dry basecoat. Immediately double back with material from the same batch and fill out to a true and even surface nominally 1/16 inch, no thicker than 1/8 inch thick. Allow the surface to become firm, then trowel with water. Do final troweling after finish has begun to set.

### 3.4 PLASTER REPAIRS

- A. Fine Crack up to 0.02 inch wide:
  - 1. Remove loose paint, loose plaster, dirt.
  - 2. Feather sand to plaster surface.
  - 3. Fill with patching material slightly above wall surface.
    - a. High Gauge Lime Putty (50% lime + 50% Gauging Plaster)
  - 4. Sand to even flat surface.
- B. Narrow Cracks up to .04 inch wide:
  - 1. Remove loose paint, loose plaster, dirt.
  - 2. Feather sand to plaster surface.
  - 3. Open crack with pointed tool to 1/8 inch wide.
  - 4. Fill with patching material slightly above wall surface.
    - a. High Gauge Lime Putty (50% lime + 50% Gauging Plaster)
  - 5. Sand to even flat surface.
- C. Wide Cracks on stable substrate up to 1/4 inch wide.
  - 1. Remove loose paint, loose plaster, dirt.
  - 2. Feather sand to plaster surface.
  - 3. Fill joint with patching material and press mesh tape into patching material.
  - 4. Apply second coat of patching material to cover tape and feather sand edges.

## MUSEUM OF MAN INTERIOR REPAIRS

5. Apply third coat for wide even surface, sand
6. Damp sponge.

### D. Deteriorated Plaster Surface.

1. Remove loose paint and friable plaster to well adhered material.
2. Clean all dirt and dust from plaster surface.
3. Apply liquid plaster bonding agent.
4. Apply new finish coat of lime putty /gauging plaster matching adjacent texture.
5. Prepare for paint finish.

### E. Plaster Replacement (Plaster damaged by Moisture)

1. Remove plaster to wood lath and clear plaster from between lath.
2. Edges of existing plaster to remain may be irregular but generally in straight lines.
3. Secure galvanized steel diamond mesh over all wood lath, secure to wood framing wherever possible with galvanized washers and galvanized screws.
4. Apply a 3-coat plaster system.
5. Prepare for paint finish.

## 3.5 PLASTER FINISH TOLERANCES

- A. Plaster work shall be true to 1/8 inch on flat surfaces.
- B. Plaster work shall be true to 1/4 inch on curved surfaces.
- C. Plaster work will be smooth at all transitions between existing and new finishes.

## 3.6 PREPARATION FOR PAINTING

- A. Surface Moisture Plaster systems must be completely dry before painting. The adhesion developed between paint and plaster is a function of mechanical bond, which develops as the paint penetrates plaster pores and cures. Bond strength of the paint film to plaster is greatly reduced if the plaster is damp when paint is applied. To determine if plaster is sufficiently dry, tape one sq. ft. of clear polyethylene plastic film to the wall, while maintaining ideal drying conditions of 77 °F and 50% relative humidity. If water droplets are visible on the underside of the film after 24 hours, the plaster is too wet. Allow the walls to dry further and repeat this test until suitable dryness is achieved.
- B. Surface Cleaning The gypsum plaster surface must be clean, sound and dry. Do not sand or buff minor wall imperfections prior to painting, as this creates dust that will compromise paint adhesion. Never use vinegar/ water solutions to correct dusty plaster surfaces, as this will degrade the gypsum plaster and create surface pitting defects. Instead, brush or wipe the surface with a slightly damp cloth to remove dust.
- C. Surface Sealing To achieve the highest quality finished surface, plaster should be properly sealed before painting. Gypsum plaster surfaces are alkaline with pH 7 to pH 13+, so the plaster sealant and paint must be alkali-resistant.

## MUSEUM OF MAN INTERIOR REPAIRS

- D. Finish System Gauged-lime putty and finish plaster applied over conventional basecoat plasters must age 30 days and be thoroughly dried and properly sealed before decorating. Vinyl acrylic latex or alkyd primer-sealers are recommended. Always consult the paint manufacturer in selection and final application procedures, and confirm that primer or paint to be applied to lime gauging or lime-containing plasters is alkali-resistant.

### 3.7 CONNECTIONS

- A. Reinstall light fixtures and test for functionality.
- B. Reinstall any other signs or cover plates removed.

### 3.8 CLEANUP

- A. Remove plaster and protective materials from adjacent surfaces.
- B. Coordinate with Owner's Representative for exhibit inspection, closeout, and final cleaning.

END OF SECTION 09 03202

# MUSEUM OF MAN INTERIOR REPAIRS

## SECTION 09 9000 PAINTING AND COATING

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Interior paint and coatings systems including surface preparation.
- B. Exterior paint and coatings systems including surface preparation.

#### 1.2 RELATED SECTIONS

- A. Section 09 0320 – Historic Plaster: Lath and plastering.

#### 1.3 REFERENCES

- A. Environmental Protection Agency (EPA): Method 24 - Determination Of Volatile Matter Content, Water Content, Density, Volume Solids, And Weight Solids Of Surface Coatings.
- B. San Diego Air Pollution Control District (SDAPCD): Rule 67 - Architectural Coatings. (January 1, 2004)

#### 1.4 SUBMITTALS

- A. Product Data: For each paint system indicated, including.
  - 1. Product characteristics.
  - 2. Surface preparation instructions and recommendations.
  - 3. Primer requirements and finish specification.
  - 4. Storage and handling requirements and recommendations.
  - 5. Application methods.
  - 6. Cautions for storage, handling and installation.
- B. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, colors and sheens available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.
- D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and

## MUSEUM OF MAN INTERIOR REPAIRS

application workmanship.

1. Finish surfaces for verification of products, colors and sheens.
2. Finish area designated by Architect.
3. Provide samples that designate primer and finish coats.
4. Do not proceed with remaining work until the Architect approves the mock-up.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
  1. Product name, and type (description).
  2. Application and use instructions.
  3. Surface preparation.
  4. VOC content.
  5. Environmental issues.
  6. Batch date.
  7. Color number.
- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

### 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

### 1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
- B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design: Sherwin-Williams
- B. Or equal. Requests for substitutions will be considered.

### 2.2 APPLICATIONS/SCOPE

## MUSEUM OF MAN INTERIOR REPAIRS

- A. Interior Paints and Coatings:
  - 1. Cast-in-place, plaster.
  
- B. Exterior Paints and Coatings:
  - 1. Wood: Doors and trim.

### 2.3 PAINT MATERIALS - GENERAL

- A. Paints and Coatings.
  - 1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
  - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufacturer's product instructions for optimal color conformance.
  
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
  
- C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.
  
- D. Color: Refer to Drawings.
  
- E. Refer to the current MSDS/EDS for exact VOCs. VOCs may vary by base.

### 2.4 INTERIOR PAINT SYSTEMS

- A. PLASTER - Walls and Ceilings:
  - 1. Latex Systems:
    - a. Flat Finish (Low Odor - Zero VOC):
      - 1) 1st Coat: S-W Loxon Acrylic Masonry Primer, A24W8300 (8 mils wet, 3.2 mils dry).
      - 2) 2nd Coat: S-W Harmony Low Odor Interior Latex Flat, B5 Series.
      - 3) 3rd Coat: S-W Harmony Low Odor Interior Latex Flat, B5 Series (4 mils wet, 1.8 mils dry per coat).

### 2.5 EXTERIOR PAINT SYSTEMS

- A. WOOD: Doors, Trim
  - 1. Latex Systems:
    - a. Eg-shel / Satin Finish:
      - 1) 1st Coat: S-W PrepRite ProBlock Primer, B51W8020 (4 mils wet, 1.4 mils dry).
      - 2) 2nd Coat: S-W ProIndustrial MultiSurface Acrylic, B66-560

## MUSEUM OF MAN INTERIOR REPAIRS

### Series

- 3) 3rd Coat: S-W ProIndustrial MultiSurface Acrylic, B66-560 Series (5 mils wet, 2 mils dry per coat).

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared; notify Architect of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- B. Existing paint is to be presumed to be lead-based paint. Test surfaces to be disturbed to confirm presence of lead. Abate surfaces to well adhered coatings and as required for smooth transition of finishes.
- C. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.

### 3.2 SURFACE PREPARATION

- A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
  1. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
  2. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
  3. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50 degrees F (10 degrees F) or higher to use low temperature products.
- B. Previously Painted Cast-In-Place Plaster: Remove all loose, peeling, and blistering paint. All surfaces to be painted must be sound and free of concrete dust and loose plaster. Prime all bare surfaces prior to patching, and re-prime all patched and repaired masonry prior to painting. Patch all damaged and disintegrated surfaces with the appropriate patching material to match surrounding texture.
- C. New and Previously Painted Wood: Remove all loose and peeling paint by scraping and sanding. Patch all damaged wood and imperfections with wood filler or putty

## MUSEUM OF MAN INTERIOR REPAIRS

and sand smooth. Wood surfaces must be clean, dry, and sound. Prime and paint as soon as possible.

### 3.3 APPLICATION

- A. General: Apply all coatings and materials with manufacture specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
- B. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new plaster. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new plaster for moisture content.
- C. Test pH of all wood surfaces prior to application of paint products. Acceptable surfaces must meet the pH requirements specified by the manufacturer. Owner will pay for the first test, Painting contractor shall pay for corrective testing.
- D. Apply coatings using methods recommended by manufacturer.
- E. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- F. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
- G. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- H. Inspection: The coated surface must be inspected and approved by the Architect just prior to each coat.

### 3.4 FIELD QUALITY CONTROL

- A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:
- B. Owner will engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of the Contractor.
- C. The Architect or Manufacturer's Representative will perform appropriate tests for the following characteristics as required by Owner.
  - 1. Wet Film Thickness
- D. Owner may direct Contractor to stop painting if test results show material being used does not comply with specified requirements. Contractor shall remove non-complying paint from Project site, pay for testing, and repaint surfaces previously coated with the non-complying paint. If necessary, Contractor may be required to remove non-complying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.
- E. Contractor to ensure that paint finish / gloss level of product being used meets paint finish / gloss level shown both in headings of Interior and Exterior Paint Schedules

## MUSEUM OF MAN INTERIOR REPAIRS

above, and on drawings.

### 3.5 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**  
**NOTICE OF EXEMPTION**

**NOTICE OF EXEMPTION**

(Check one or both)

TO:  X  RECORDER/COUNTY CLERK  
P.O. BOX 1750, MS A-33  
1600 PACIFIC HWY, ROOM 260  
SAN DIEGO, CA 92101-2422  
  OFFICE OF PLANNING AND RESEARCH  
1400 TENTH STREET, ROOM 121  
SACRAMENTO, CA 95814

FROM: CITY OF SAN DIEGO  
DEVELOPMENT SERVICES DEPARTMENT  
1222 FIRST AVENUE, MS 501  
SAN DIEGO, CA 92101

PROJECT NO.: WBS # S-11101.02.06

PROJECT TITLE: MUSEUM OF MAN INTERIOR REPAIRS

PROJECT LOCATION-SPECIFIC: The project is located at 1350 El Prado in the Museum of Man, within the Balboa Park Master Plan Area- Central Mesa.

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: This project consists of repair to the plaster and repainting walls within the Museum of Man building. Damaged portions of the wood entrance doors will also be repaired, re-painted, and the hardware will be refinished and reinstalled on the doors. All new finishes will match the existing building finishes. Modifications will comply with current Secretary of Interior Standards for the Treatment of Historic Properties by preserving significant historic features. These minor alterations or new construction would not adversely affect the special character or special historical value of Balboa Park or the El Prado National Historical Landmark District.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, E&CP Dept/George Freiha  
525 B Street, Suite 750 (MS 908A)  
San Diego, CA 92101  
619 533-7449

EXEMPT STATUS: (CHECK ONE)

- ( ) MINISTERIAL (SEC. 21080(b)(1); 15268);
- (X) CATEGORICAL EXEMPTION: 15301(A) (EXISTING FACILITIES) & 15331 (HISTORICAL RESOURCES RESTORATION/REHABILITATION)
- ( ) STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental Review and determined the project meets the criteria for a Categorical Exemption pursuant to State CEQA Guidelines § 15301(a), "Existing Facilities" which allows for repair and maintenance of existing structures involving no expansion of use and 15331 (Historical Resources Restoration/Rehabilitation), which allows for limited maintenance and repair of historical resources, and does not trigger any of the exceptions to categorical exemptions found in State CEQA Guideline § 15300.2. All work for this project will be completely contained within the building interior and will not affect the building. This project has been reviewed by the Historical Resources Board staff and determined to be consistent with the Secretary of the Interior Standards.

LEAD AGENCY CONTACT PERSON: JEFF SZYMANSKI

TELEPHONE: (619) 446-5324

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?  
( ) YES ( ) NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

  
SIGNATURE/TITLE

MARCH 25, 2014  
DATE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

## **APPENDIX B**

### **Materials Typically Accepted by Certificate of Compliance**

## Materials Typically Accepted by Certificate of Compliance

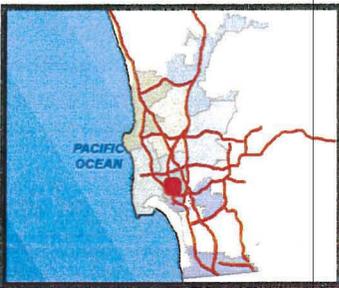
1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

**APPENDIX C**  
**SAMPLE CITY INVOICE**

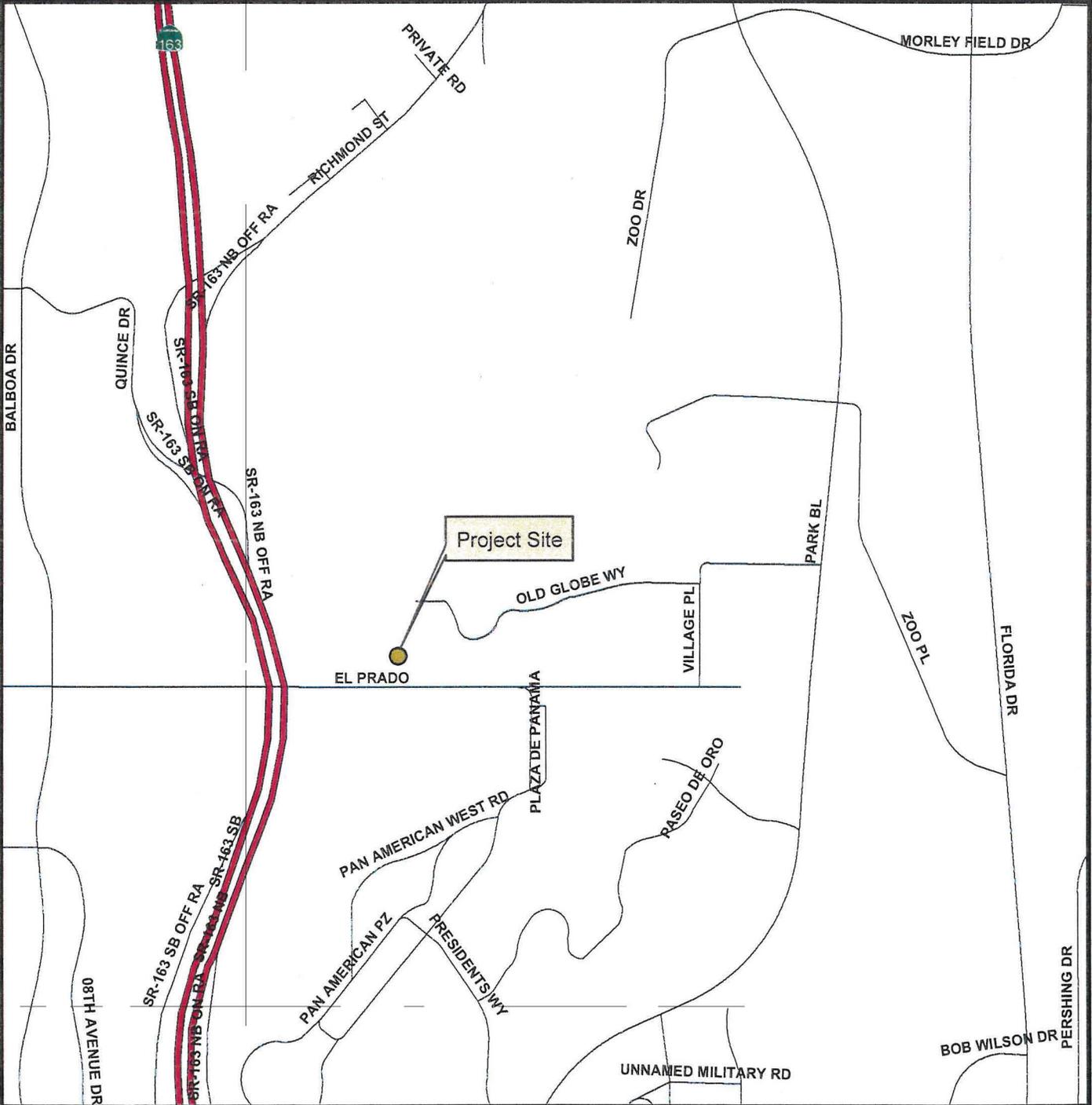
City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC)											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
<b>CHANGE ORDERS</b>											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
<b>SUMMARY</b>								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
<b>G. Payment Due Less Retention</b>						<b>Contractor Signature and Date:</b>					
H. Remaining Authorized Amount											

**APPENDIX D**  
**LOCATION MAP**

# Museum of Man



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## Legend

- Museum of Man



1350 EL PRADO, SAN DIEGO CA 92101

COMMUNITY NAME:

Balboa Park

Date: 3/13/2014

Museum of Man Interior Repairs Appendix D – Location Map Volume 1 of 2 (Rev. Jan. 2014)

COUNCIL DISTRICT: 3

SAP ID: S11101



**APPENDIX E**

**LEAD RELATED CONSTRUCTION SPECIFICATIONS**



# LEAD RELATED CONSTRUCTION SPECIFICATION

## SECTION 13282

### Museum of Man Interior Plaster

Located at  
**1350 El Prado, San Diego CA 92101**  
**ALMP Project # 6484**

**February 20, 2014**

Prepared by:

---

Alan J. Johanns  
Asbestos & Lead Program Manager  
CDPH Inspector/Assessor, Project  
Designer, Project Monitor #7770

---

Wm. Brad Blondet  
Asbestos & Lead Program Inspector  
CDPH Inspector/Assessor #5464

City of San Diego  
Environmental Services Department  
Office of Energy, Sustainability and Environmental Protection  
Asbestos & Lead Management Program  
9601 Ridgehaven Court, Ste 320  
San Diego, CA 92123  
Tel: (858) 492-5086  
Fax: (858) 492-5089

**Table of Contents**

1.1 SUMMARY SCOPE OF WORK ..... 3

1.2 CONTRACTOR USE OF THE PREMISES ..... 3

1.3 PROJECT COORDINATION ..... 3

1.4 PROJECT SUBMITTALS..... 3

1.5 SCHEDULES AND REPORTS..... 4

1.6 PROJECT CLOSE-OUT ..... 4

**DIVISION 02 - DEFINITIONS ..... 5**

2.1 DEFINITIONS ..... 5

**DIVISION 03 - SITE WORK ..... 9**

3.1 INTRODUCTION..... 9

3.2 BACKGROUND INFORMATION ..... 9

3.3 GENERAL INFORMATION ..... 9

3.4 PROJECT ADMINISTRATION ..... 9

3.5 SPECIAL REPORTS ..... 9

3.6 COMPLIANCE WITH CODES AND REGULATIONS ..... 10

3.7 PERMITS AND LICENSES..... 11

3.8 PERMITS ..... 12

3.9 LICENSES..... 12

3.10 HEALTH AND SAFETY..... 12

3.11 WORKSITE PREPARATION ..... 14

3.12 TEMPORARY FACILITIES ..... 14

3.13 METHODS OF CONTROL ..... 15

3.14 CLEANING..... 16

3.15 CLEARANCE ..... 16

APPENDIX A ..... 19

CERTIFICATE OF LEAD WORKER'S ACKNOWLEDGMENT ..... 19

APPENDIX B ..... 21

CERTIFICATION OF VISUAL INSPECTION ..... 21

APPENDIX C ..... 23

Asbestos and Lead Inspection Report..... 23

## **DIVISION 01 - GENERAL REQUIREMENTS**

### **1.1 SUMMARY SCOPE OF WORK**

- 1.1.1 Stabilize any loose and flaking paint which may be impacted as a result of the plaster and door component restoration. All paint chips are considered hazardous waste until a proper waste determination is performed by Contractor (see Appendix C for sampling results).
- 1.1.2 All painted wood and plaster debris are considered hazardous waste until the Contractor has performed an appropriate waste characterization.
- 1.1.3 Lead related activities shall be completed in a demarcated/regulated work area and access restricted to certified personnel only by use of semi-permanent hard barriers.
- 1.1.4 When doing lead related work, all dust and debris must be contained within the work area using removal methods and practices that prevent the materials from leaving the work area including vertical containments. All waste collected must be stored in sealable labeled drum containers.
- 1.1.5 Clean surfaces daily. Surfaces will be free of loose dust and debris.
- 1.1.6 Reference the attached Asbestos and Lead Inspection Report (see Appendix C).

### **1.2 CONTRACTOR USE OF THE PREMISES**

All site rules and regulations affecting the work should be complied with while engaged in project activities. The existing structures should be maintained in a safe condition throughout the lead related construction activities. The Contractor will be responsible for adhering to all applicable building codes and fire safety requirements.

All public areas will be kept free of accumulated waste, materials, rubbish, and debris.

### **1.3 PROJECT COORDINATION**

It will be the responsibility of the Contractor to coordinate all site activities with the City's Asbestos & Lead Management Program's Project Monitor including any meetings, surveys, special reports, and site usage limitations.

### **1.4 PROJECT SUBMITTALS**

The contractor shall not commence any work until approval has been given from the City and should provide two weeks for the City to review prior to start. The Contractor shall submit the following prior to commencement of any lead related construction activities:

1. Method, equipment, and materials for lead related construction activities
2. Site plan indicating areas of work and lead decontamination facilities, if necessary
3. A description of methods to be used to control dispersion of dust
4. A description of methods used to assure the safety of workers and visitors to the site

5. Respiratory protection program
6. Copies of Blood Lead Levels and Zinc Protoporphyrin tests as specified in Section 3.10 of this specification. The Contractor will be required to submit training, certifications, and blood testing for any "new" employees in the project-specific package.
7. A list of employees who will be performing the work and the supervisor in charge of the project
8. Employee proof of lead training and California Department of Public Health (CDPH) Supervisor and Worker certifications
9. Submit product information that is to be used during the lead hazard control activities prior to commencement of work (i.e., encapsulant coatings). General information required on product date includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade association and testing agencies, and safety data sheets (SDSs).
10. Submit Cal/OSHA pre-job notification for lead-related construction work per Title 8 CCR 1532.1 subsection (p), "Lead-Work Pre-Job Notification"
11. Permits, notifications, and licenses needed to perform work (including hazardous waste hauler's registration)
12. Equipment Permits
13. The timing and projected completion date of the work.
14. Site specific contingency plan (for emergencies including fire, accident, power failure, or any other event that may require notification, decontamination, or work area isolation procedures)
15. Estimation of the type and amount of waste to be generated
16. Name of hazardous waste facilities receiving or processing the hazardous wastes
17. Any special reports

At the end of a project, the Contractor shall submit the following to the Project Monitor:

1. Personal Air Sample Results
2. Copies of Project Daily Logs
3. Containment Entry/Exit Logs
4. Waste Disposal Documentation
5. Certificate of Visual Inspection

### **1.5 SCHEDULES AND REPORTS**

The Contractor shall provide the Project Monitor with a tentative time line which outlines the lead abatement schedule. These documents will be reviewed and approved by the City prior to the commencement of work.

### **1.6 PROJECT CLOSE-OUT**

Museum of Man Interior Repairs Appendix E – Lead Related Construction Specification, Museum of Man Interior Plaster

Volume 1 of 2 (Rev. Jan. 2014)

City Of San Diego

Museum of Man Interior Plaster

74 | Page

Section 13282-4

Lead Abatement Specification

Upon completion of work and prior to payment, the Project Monitor will proceed with an initial inspection of the lead hazard control area. A Certificate of Visual Inspection (Appendix B) will be signed by both the Contractor and Project Monitor. The Contractor will not be paid until the area meets the established project-specific clearance criteria and has submitted the required information.

## **DIVISION 02 - DEFINITIONS**

### **2.1 DEFINITIONS**

- 2.1.1 **Abatement:** Any set of measures designed to permanently eliminate lead hazards including paint removal, building component removal, or near-permanent enclosure of lead based paint hazards.
- 2.1.2 **Accredited or Accreditation:** (when referring to a person or laboratory): A person or laboratory having the appropriate accreditation as described in the specific section of this specification.
- 2.1.3 **Action Level:** An 8-hour time weighted average (TWA) lead airborne concentration of 30  $\mu\text{g}/\text{m}^3$ .
- 2.1.4 **Air Monitoring:** The process of measuring the airborne concentrations of a contaminant.
- 2.1.5 **Authorized Visitor:** The Owner, the Owner's Representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of a Federal, State and local regulatory or other agency having authority over the project.
- 2.1.6 **Containment:** A process for protecting both workers and environment by controlling exposures to lead dust and debris created during abatement.
- 2.1.7 **Contaminate:** Refers to lead-containing dust/debris.
- 2.1.8 **Contractor:** Refers to the Lead Hazard Control contractor.
- 2.1.9 **Demolition:** The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- 2.1.10 **Deteriorated Lead-Based Paint:** Any interior or exterior lead based paint that is peeling, chipping, blistering, flaking, worn, chalking, alligating, cracking, or otherwise separating from the substrate, or located on any surface or fixture that is damaged or deteriorated.
- 2.1.11 **Encapsulation:** Any covering or coating that acts as a barrier between lead based paint and the environment and that relies on adhesion and the integrity of the existing paint bonds between layers and with the substrate for its durability.

- 2.1.12 Enclosure: The use of rigid durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead based paint and the living or work space.
- 2.1.13 Exterior Window Sill: The portion of the horizontal window sill that receives the window sash when closed, often located between the storm window and the interior window sash (sometimes called the window well). If there is no storm window, the exterior window sill consists of the portion of horizontal window trim immediately outside the window sash when closed.
- 2.1.14 Friction Surface: Any interior or exterior surface subject to abrasion or friction, such as windows or stair treads.
- 2.1.15 HEPA Filter: A high Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of all mono-dispersed particles greater than 0.3 microns in diameter or larger.
- 2.1.16 HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining lead.
- 2.1.17 Impact surface: Any interior or exterior surface subject to damage by repeated impacts, such as surfaces on doors and door jambs.
- 2.1.18 Interim Controls: A set of measures designed to reduce temporarily human exposure or likely exposure to lead based paint hazards, including dust removal, paint stabilization, treatment of friction/abrasion points, and treatment of bare soil.
- 2.1.19 Interior Window Sill: The portion of the horizontal window ledge that protrudes into the interior of the room, adjacent to the window sash when closed; often called the window stool.
- 2.1.20 Lead: Means metallic lead, all inorganic lead compounds, and organic lead soaps.
- 2.1.21 Lead-Based Paint (LBP): For purposes of this project, LBP refers to the materials identified in these specifications as having paint that contains lead.
- 2.1.22 Lead-Related Construction Project Monitor: Means an individual who oversees lead-related construction work to ensure that contract plans and specifications are followed. This person must have received certification as a lead-related construction Project Monitor.
- 2.1.23 Lead-Related Construction Supervisor: Means an individual who is responsible for implementing lead-related construction work and enforcing work practices. This person must have received certification as a lead-related construction Supervisor.
- 2.1.24 Lead-Related Construction Work: Means any construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of a building, including preparation and cleanup, by disturbing lead-containing material that may result in exposure of individuals to lead.

- 2.1.25 Lead-Related Construction Worker: Means any individual who performs lead-related construction work in a building under the direction of lead-related construction Supervisor, and has received certification as a lead-related construction Worker.
- 2.1.26 Owner: Refers to the City of San Diego
- 2.1.27 Paint film stabilization: The process of using wet scraping, priming, and repainting a deteriorated lead based paint film in a dwelling including clean-up and clearance.
- 2.1.28 Paint removal: A strategy of abatement which entails removing lead based paint from surfaces of components using chemicals, heat guns below 11000F, and certain contained abrasive methods but not open flame burning, open abrasive blasting, sandblasting, water blasting, extensive dry scraping, or methylene chloride removers.
- 2.1.29 Permissible Exposure Limit (PEL): An 8-hour TWA lead airborne concentration of  $50 \mu\text{g}/\text{m}^3$ .
- 2.1.30 Personal Monitoring: Sampling of contaminant concentrations within the breathing zone of an employee.
- 2.1.31 Project Monitor: City of San Diego Asbestos & Lead Management Program staff or their designated consultant
- 2.1.32 Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- 2.1.33 RRP: EPA's Renovation, Repair and Painting certification that requires contractor training and lead-safe work practices when performing renovation type activities in housing built prior to 1978.
- 2.1.34 Replacement: A strategy of abatement which entails the removal of components such as windows, doors, and trim that have lead painted surfaces and installing new components free of lead paint.
- 2.1.35 Respirator: A device designed to protect the wearer from the inhalation of harmful contaminants.
- 2.1.36 Testing Laboratories: A "testing laboratory" is an entity engaged to perform specific inspections or tests (either at the project site or elsewhere) and to report on, and, if required, to interpret results of, those inspections or tests.
- 2.1.37 Time-Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
- 2.1.38 Trigger Tasks: Work tasks that require an employer to assume specified employee exposures until the employer has performed an exposure assessment [see T8CCr, 1532.1 (d) (2)].

- 2.1.39 Wet Cleaning: The process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of appropriately
- 2.1.40 Work Area: The area where abatement work operations are performed which is defined and/or isolated to prevent the spread of contamination, and entry by unauthorized personnel.

## **DIVISION 03 - SITE WORK**

### **3.1 INTRODUCTION**

This portion of the specification describes procedures and protocols for lead hazard control activities. The protocols/procedures described hereafter are in accordance with federal/state/local requirements. In the absence of these requirements, the procedure/protocols are based on current industry standards.

### **3.2 BACKGROUND INFORMATION**

Sampling has been performed by inspectors from the City's Asbestos and Lead Management Program (ALMP) and has been provided in Appendix C of this specification. Waste characterization costs are the responsibility of the contractor.

### **3.3 GENERAL INFORMATION**

#### **3.3.1 POTENTIAL LEAD HAZARD**

The disturbance of LBP or lead containing paint may cause exposure to workers and adjacent property owners. All workers, supervisory personnel, subcontractors, and consultants who will be at the job site, need to be apprised of the seriousness of the hazard and of proper work practices which must be followed to minimize exposure to lead-containing dust. The procedures and methods described herein must be followed and the Contractor must comply with all applicable federal/state/local requirements.

#### **3.3.2 STOP WORK**

If the Project Monitor presents a verbal or written stop work order, the Contractor shall immediately and automatically stop all work. Recommencement of the work may not begin until authorized by the Project Monitor.

### **3.4 PROJECT ADMINISTRATION**

#### **3.4.1 CERTIFIED SUPERVISOR**

The Contractor needs to provide a full-time lead related construction supervisor who is experienced in administration and supervision of lead hazard control projects including work practices, protective measures for building and personnel, disposal procedures, etc. This supervisor must have completed a "Lead Related Construction Supervision" course and have certification from the California Department of Public Health (CDPH) as a "supervisor." This person will act as the competent person on the job.

In addition, all employees working on the project must have taken a "Lead Related Construction Worker" course and have obtained certification from State CDPH as a "worker".

### **3.5 SPECIAL REPORTS**

#### **3.5.1 Reporting Unusual Events**

When an event of unusual and significant nature occurs at the site (e.g., a spill of lead  
Museum of Man Interior Repairs Appendix E – Lead Related Construction Specification, Museum of Man Interior Plaster

debris, failure of special equipment used to contain lead), the Contractor shall prepare and submit a special report listing the chain of events, persons participating, response by Contractor's personnel, evaluation of results, and other pertinent information.

### 3.5.2 Reporting Accidents

The Contractor shall prepare and submit reports of significant accidents at the subject site. Pertinent data and actions need to be recorded. In addition, response actions should comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury or potential environmental contamination.

## 3.6 COMPLIANCE WITH CODES AND REGULATIONS

Except to the extent that more explicit, or more stringent requirements are written directly into this Lead Hazard Control Contract/Specification, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

The Contractor will assume full responsibility and liability for the compliance with all applicable federal/state/local regulations pertaining to work practices, protection of workers, and visitors to the site, persons occupying areas adjacent to the site, hauling, and disposal of waste. The Contractor shall hold the City and its representative harmless for the Contractor's failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of itself, its employees, or its subcontractors. State requirements which govern lead hazard control activities or hauling and disposal of hazardous waste include, but are not limited to, the following:

### **California Occupational Safety and Health Administration (Cal/OSHA):**

- Division of Industrial Safety; Chapter 4
- T8CCR, Section 1509, Construction Injury Illness Prevention Program
- T8CCR, Section 1510, Safety Training and Education
- T8CCR, Section 1512, First Aid
- T8CCR, Section 1513, Housekeeping
- T8CCR, Section 1531, Construction Respiratory Protection Standard
- T8CCR, Section 1514, Construction Personal Protective Equipment
- T8CCR, Section 1523, Illumination
- T8CCR, Section 1527, Washing Facilities
- T8CCR, Section 1530, Ventilation
- T8CCR, Section 1532.1, Lead in Construction
- T8CCR, Section 1707, Hand and Power Tools
- T8CCR, Section 3204, Access to Employee Exposure Medical Records
- T8CCR, Section 5194, Hazard Communication Standard
- T8CCR, Section 6003-4, Accident Prevention Signs and Tags

### **California Environmental Protection Agency (Cal/EPA):**

Museum of Man Interior Repairs Appendix E – Lead Related Construction Specification, Museum of Man Interior Plaster

Volume 1 of 2 (Rev. Jan. 2014)

City Of San Diego

Museum of Man Interior Plaster

80 | Page

Section 13282-10

Lead Abatement Specification

- T22CCR, Division 4.5, Environmental Health Standards for the Management of Hazardous Waste.

**California Department of Public Health (CDPH):**

- T17CCR, Division 1, Chapter 8, Accreditation of training providers and interim certification of individuals engaged in lead-related construction work.

Federal requirements which govern lead hazard control activities or hauling and disposal of hazardous waste include, but are not limited to, the following:

**Federal Environmental Protection Agency (FED/EPA):**

- Hazardous Waste Standards, 40 Code of Federal Regulations (CFR), Part 261
- EPA Renovate, Repair, Painting (RRP) Training

**U.S. Department of Transportation (DOT):**

- Hazardous Substances, 49CFR, Parts 171 through 180

**American National Standards Institute, Inc. (ANSI):**

- Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust
- Z88.2-80 Practices of Respiratory Protection

**Department of Housing and Urban Development (HUD):**

- Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing (most current draft or final copy)

In addition, the Contractor must comply with any applicable regulations promulgated as a result of Title X, the Residential Lead Based Paint Hazard Reduction Act and Title IV, Lead Exposure Reduction Act.

Local requirements which govern lead hazard control activities include, but are not limited to, the following:

**Air Pollution Control District (APCD) - San Diego County**

- APCD Rules and Regulations, Rule 51 (Public Nuisance), Rule 10-11 (permitting of equipment)

**San Diego Municipal Code §54.1001 etc. seq.**

- Prevents, identifies and remedies lead hazards within the City of San Diego

**3.7 PERMITS AND LICENSES**

The Contractor shall submit to the City in the bid submittal any permits or licenses necessary to carry out this work.

### 3.8 PERMITS

A valid Hazardous Waste Hauler registration is required for transporting any hazardous waste. Certain types of equipment require APCD permits (e.g., abrasive blasters, generators, etc.).

### 3.9 LICENSES

The Contractor must be certified by the California Contractors State License Board. The Contractor, or its subcontractor, shall have current licenses, as required by all applicable state or local jurisdictions for the removal, transportation, disposal, or other regulated activity relative to the work described in this plan.

### 3.10 HEALTH AND SAFETY

#### 3.10.1 GENERAL WORKER PROTECTION/HEALTHY & SAFETY

This section describes the equipment and procedures required for protecting workers from lead contamination and other workplace hazards.

##### 3.10.1.1 Worker Training

Contractor workers shall be trained in accordance with T8CCR, Section 1532.1 (lead). In addition, workers and supervisors must be lead-trained and have certification for lead-related work from the California Department of Public Health (CDPH).

##### 3.10.1.2 Medical Surveillance

Workers must be provided with initial biological monitoring (blood sampling) if they are assigned to work with lead on this project. Periodic biological monitoring and medical examinations must be performed according to the schedule and criteria specified in T8CCR, Section 1532.1(j). In addition, employees performing "trigger" tasks must be included in biological monitoring and/or medical examinations based on their assumed exposure. In the absence of specific airborne exposure data, medical surveillance will need to be provided for all workers.

Blood testing (blood lead and zinc protoporphyrin) shall be performed within 2 weeks prior to the start of the project, at least every month during the first six months of the project and every two months thereafter. An additional blood test shall be performed within 5 days of completion of lead portion of project and/or upon termination of employment.

At a minimum, examinations shall meet all requirements as set forth in T8CCR, Section 1532.1. Furthermore, if an employee's blood levels are at or above 20µg/dl they will not be allowed to work on the project and shall be medically removed until two consecutive blood lead tests show the employee's blood lead level under 15µg/dl.

In addition, evaluations of each individual's ability to work in environments capable of producing heat stress in the worker should be completed. Employees who wear respirators must be medically evaluated.

##### 3.10.1.3 Personal Protective Equipment (PPE)

Workers must be provided and are required to wear the following personal protective

equipment at all times when performing lead related construction work.

PPE should include:

- Disposable Clothing (With hood and boot coverings)
- Rubber Boots
- Hard Hats
- Eye Protection
- Gloves

#### 3.10.1.4 Additional Protective Equipment

The Contractor is responsible for all other equipment; such as eye wash stations, plastic aprons, etc., as needed.

#### 3.10.1.5 Decontamination Procedures

Decontamination procedures will be as follows:

1. Prior to leaving the regulated lead work Area, HEPA vacuum outer suit completely and remove, turning it inside out while doing so.
2. Hygiene facilities such as change rooms, showers, and hand washing facilities will be located adjacent to the regulated lead work area. Proceed to the decontamination area where the second suit is to be removed while turning it inside out.
3. After wiping all areas and respirator, remove respirator and wipe facial area clean.
4. Place contaminated suits, towels, and respirator cartridges in a properly labeled disposal bag.
5. Wash all exposed skin with soap and water.
6. At the completion of the project, boots, hard hats, and goggles should be decontaminated and bagged prior to removal from the Work Area.
7. Equipment leaving the Work Area should be HEPA vacuumed and wet wiped.

#### 3.10.1.6 Activities within Work Area

Workers may NOT eat, drink, smoke, chew gum or tobacco in the work area. Before eating, chewing, drinking, or smoking, workers will need to follow the decontamination procedures specified, and then dress in street clothes before entering the non-work areas of the facility.

#### 3.10.1.7 Certificate of Worker's Acknowledgment

Each worker is required to complete a certificate stating that he/she has been trained in respiratory protection and lead hazards, and is in a medical surveillance program (see Appendix A).

### 3.10.1.8 Worker Respiratory Protection

The Contractor must provide for the instruction and training of each worker in the proper use of respiratory protection. The Contractor shall require that each worker wear a properly fitted respirator during activities for which it is reasonable to expect exposures above the PEL and during the performance of trigger tasks until exposure have been measured and found to be less than the PEL. Respiratory protection, appropriate for the task encountered in the work place, or as required for other toxic or oxygen-deficient situations encountered, needs to be utilized. The Contractor is responsible for having a written respiratory protection program, proper selection of respirations, training, and initial and periodic (every six [6] months) fit testing of their employees.

### 3.10.1.9 Respiratory Protection Standards

Except to the extent that more stringent requirements are written directly into these Lead Related Construction Specifications, the following regulations and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, the Contractor shall meet the more stringent requirement.

**Cal/OSHA:** T8CCR, Sections 1531, 1532.1, 1532.2, 5206, and 5216

**ANSI:** Practices for Respiratory Protection, ANSI Z88.2-1980

**National Institute for Occupational Safety and Health (NIOSH)**

## 3.11 WORKSITE PREPARATION

Unauthorized occupants and visitors will not be allowed to enter the specific area where lead hazard control activities are underway. Re-entry without protective equipment is only permitted after the area is deemed to be cleared for re-occupancy by a state certified Lead Project Monitor.

The work area shall be restricted to authorized personnel only. A list of authorized personnel shall be established prior to the start of work. Entry of unauthorized personnel into the work area shall be reported immediately to the Certified Supervisor, and the Project Monitor.

Warning signs for lead shall be posted as per T8CCR, Section 1532.1(m).

A visitor entry and exit-log, and an employee daily sign-in log will be maintained throughout the lead hazard control activities. The Contractor shall be responsible for the project site security during the operations in order to protect work efforts and equipment.

## 3.12 TEMPORARY FACILITIES

Temporary facilities for lead hazard control activities may comply with these specifications.

### 3.12.1 Materials and Equipment

Only material and equipment that are recognized as being suitable for the intended use, by Museum of Man Interior Repairs Appendix E – Lead Related Construction Specification, Museum of Man Interior Plaster

compliance with appropriate standards, may be used.

### 3.12.2 Water Service

Water is available at the facility. The City will designate the facilities from which water service may be obtained. The Contractor must provide metering and back flow prevention if use of the public water system is permitted.

### 3.12.3 Electrical Services

Electricity is available at the facility. The contractor shall provide their own source of electrical hook-ups, i.e. spider boxes, ground fault circuit interrupter (GFCI) etc. and have the electrical devices installed by a licensed electrician.

The electrical services need to comply with the applicable NEMA, NECA, and UL standards, and governing regulations for materials and lay-out of temporary electrical services.

### 3.12.4 Sanitary Facilities

The Contractor will provide the temporary facilities for this site adjacent to the work area and maintain these facilities regularly. Documentation of the regular maintenance must be provided to the Project Monitor.

### 3.12.5 Fire Extinguisher

Applicable recommendations of the National Fire Protection Association (NFPA) Standard 10, "Standard for Portable Fire Extinguishers," must be complied with by the Contractor. Fire extinguishers need to be located where they are most convenient and effective for their intended purpose, but not less than one (1) extinguisher in each work area, the equipment room, outside/work areas, and in the clean room.

### 3.12.6 First Aid

The Contractor will need to provide first aid supplies which should comply with the governing regulations and recognized recommendations within the construction industry.

## 3.13 METHODS OF CONTROL

Below are the required methods for controlling lead based paint during demolition, and lead dust during excavation and lead soil extraction/sorting.

### 3.13.1 Interior and Exterior Regulated Areas and Containments

Secure the regulated lead work areas from access by public or unauthorized users of the area. Accomplish this where possible, by locking access doors to the work area, or other means of access to the area.

Provide semi-permanent barricades, fencing, vertical containment, and signage to demarcate the work areas (barrier tape is not to be used solely for demarcating a regulated area). Maintain egress from exits.

The containment enclosures shall be constructed to prevent lead vapor, mist, dust, debris, and contaminated water from leaving the work area. Materials for the enclosure shall be framed

and fastened securely to prevent billowing or opening from the weather. Plywood or other hard containment materials shall be used by the Contractor if necessary to protect containment from the weather. All edges and seams shall be sealed to prevent leaks.

On a periodic basis throughout the day, collect dust and debris by HEPA vacuuming the surface and/or by wet sweeping. The daily frequency shall be determined by the wind conditions and by the observation of the Project Monitor.

On a daily basis and during final cleanup, visually examine the immediate area to ensure that no lead debris has escaped containment. Wet sweep or rake up any debris found and place in appropriate hazardous waste labeled container. Store the debris securely with other waste.

Suspend exterior work activities during inclement weather; including but not limited to wind in excess of 20 knots, rain, and hail that may affect abatement operations.

### 3.13.2 Prohibited Practices

Prohibited abatement methods include:

1. Open flame burning or torching, propane fueled heat grids to remove paint.
2. Machine sanding or grinding without HEPA local vacuum exhaust tool.
3. Uncontained hydro-blasting or pressure washing.
4. Abrasive blasting or sandblasting without HEPA local vacuum exhaust tool.
5. Heat guns operating above 1100<sup>0</sup>F.
6. Methylene chloride paint removal products.
7. Dry Scraping (except for limited surface areas).

### 3.14 CLEANING

Daily cleaning in paint removal areas includes removing large and small debris, HEPA vacuuming horizontal surfaces, wet mopping, and then HEPA vacuuming horizontal surfaces.

Final cleaning in removal areas must occur no sooner than one (1) hour after lead hazard control activities are finished. All plastic should be misted, cleaned, and folded toward the center to trap any remaining dust. The order of removal should be upper plastic, the first layer of floor plastic, vent and door plastic, the second layer of floor plastic, and finally plastic separating contaminated from non-contaminated areas. Then the entire area should be cleaned using a HEPA vacuum/wet wash/HEPA vacuum cleaning process. The Supervisor should perform an inspection for visible dust and debris.

Additional cleaning cycles may be necessary for porous surfaces, and difficult to clean surfaces (crevices). Failure to meet clearance criteria will require additional cleaning.

### 3.15 CLEARANCE

Final clearance must be performed by a California Department of Public Health Certified Lead Inspector/Assessor or Project Monitor. The Clearance will be performed by the City's Project Monitor and consists of two parts.

1. Visual Examination for Determination of Completed Work:

This is a determination that the work specified in the scope of work has been completed satisfactorily. It is important this examination occurs to determine that either all the paint has been removed at the abatement locations, or that the deteriorated paint has been stabilized on surfaces. The horizontal surfaces in the work area should be examined for settled dust and debris. If dust or debris is visually noted, the Contractor will be asked to re-clean prior to samples being collected.

If no such dust/debris is found, the Project Monitor will complete a Certificate of Visual Inspection (Appendix B) for the area or for multiple areas. The Certified Supervisor will also sign this Certificate. The completed form should be submitted to the City at the end of the project.

2. Environmental Sampling Clearance Criteria for Paint removal work:

Clearance sampling will be conducted on surfaces in each Work Area as identified by the Project Monitor.

Wipe clearance sampling will be conducted on surfaces in each Work Area as identified by the Project Monitor.

The cleanable floor surface areas cleared using a wipe sampling clearance technique for surface area dust must be below 40 micrograms per square foot for interior locations.

The cleanable floor surface areas cleared using a wipe sampling clearance technique for surface area dust must be below 400 micrograms per square foot for exterior locations.

Re-cleaning, at the Contractor's expense, will be required for surfaces that do not pass the wipe clearance criteria.

The cost for additional tests, which may be required as a result of samples failing to meet the release criteria, shall be paid for the Contractor. This cost shall include all costs associated with sample analysis and collection of additional samples, including any Consultant fees.

3.15.1 Waste Characterization

The Contractor shall test any potential hazardous waste generated in accordance with 22 CCR Division 4.5 within ten (10) days and/or prior to the end of the project to determine if it is hazardous waste and requires hazardous waste disposal.

3.15.2 Disposal of Hazardous Wastes

All waste must be handled in accordance with the City of San Diego's 'White Book' Part 7. Any waste being stored on site must be locked in leak tight containers and access to the area shall be restricted.

Any packaging used to ship hazardous waste off site such as a container, roll-off bin, tank or other device, must comply with 49 CFR Parts 173, 178, 179 and be labeled and prepared for

transportation in accordance with 22 CCR Article 3.

The hazardous waste label must be affixed and filled out when the first amount of hazardous waste is placed in the container. The label must include the initial accumulation date.

All additional pre-transportation labeling, marking, or placarding must be conducted prior to transporting off site and in accordance with 22 CCR Chapter 12, Article 3.

All containers and tanks of hazardous waste must be managed in a way which minimizes the threat of fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste to the air, soil or surface water which could threaten human health or the environment.

Management techniques include containment areas capable of holding the contents of largest container within the containment area. Properly store and secure waste at all times. Do not leave hazardous waste in uncovered or unlocked trucks or dumpsters.

### 3.15.3 Transportation of Hazardous Waste

A hazardous waste manifest will be completed in accordance with 22 CCR Chapter 12, Article 2 for each shipment of hazardous waste leaving the work site. All waste shall leave the project site by the end of the project. Only The Project Monitor employees shall sign as the generator on manifests.

Disposal of the lead related hazardous wastes shall be by incineration unless otherwise specified by the ALMP.

**APPENDIX A**

**CERTIFICATE OF LEAD WORKER'S ACKNOWLEDGMENT**

PROJECT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
PROJECT ADDRESS: \_\_\_\_\_  
CONTRACTOR'S NAME: \_\_\_\_\_

Working with lead can be dangerous. Inhaling and ingesting lead dust can cause an increase in blood lead levels which can lead to adverse health effects such as kidney damage, elevated blood pressure or infertility.

Your employer's contract with the City for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These items are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must be an EPA certified Renovation, Repair, and Painting (RRP) Contractor or received training from an RRP contractor and be able to provide onsite documentation of training. You should have been trained in the dangers inherent in handling lead and breathing and ingesting lead dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Possible routes of exposure to lead
- Health hazards associated with lead
- Respiratory protection
- Use of protective equipment
- Work practices including hands on or on-the-job training
- Personal decontamination procedures
- Health and safety considerations

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, physical examination, a blood pressure measurement, pulmonary function test and blood sample and analysis for lead.

By signing this document you are acknowledging only that the City has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

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

Witness (print): \_\_\_\_\_ Witness Signature: \_\_\_\_\_

**APPENDIX B**

**CERTIFICATION OF VISUAL INSPECTION**

Project # \_\_\_\_\_ Date: \_\_\_\_\_ Location: \_\_\_\_\_

**Contractor:** \_\_\_\_\_

The contractor hereby certifies that he/she has visually inspected the Work Area (all surfaces including pipes, counters, ledges, walls, ceiling and floor, behind critical barriers, sheet plastic, etc.) and has found no dust, debris or residue.

by: (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

(Print Name): \_\_\_\_\_

(Company Name): \_\_\_\_\_

(Print Title): \_\_\_\_\_

**CITY ALMP REPRESENTATIVE**

The City ALMP Representative hereby certifies that he has accompanied the contractor on his/her visual inspection and verifies that this inspection has been thorough and to the best of his/her knowledge and belief, the contractor's certification above is a true and honest one.

by: (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

(Print Name): \_\_\_\_\_

**WORK AREA**

Location: \_\_\_\_\_

Room: \_\_\_\_\_

Hazard Reduction Performed:

\_\_\_\_\_

## APPENDIX C

### Asbestos and Lead Inspection Report

#### Lead paint sampling summary

Sample Number	Location	Color	Result
6484-32	Main display room	White	.18 mg/cm <sup>2</sup>
6484-33	Main display room	White	.22 mg/cm <sup>2</sup>
6484-34	Main display room	White	.6 mg/cm <sup>2</sup>
5492-2	North Wall	White	3860 ppm
5627-1	South Main Door	Blue	8700 ppm

#### Asbestos sampling summary

Sample Number	Material	Result
6484-1A	Interior Wall Plaster	None Detected
6484-1B	Interior Wall Plaster	None Detected
6484-1C	Interior Wall Plaster	None Detected
5492-1	Interior Wall Plaster	None Detected
6455-1A	Interior Wall Plaster	None Detected
6455-1B	Interior Wall Plaster	None Detected
6455-1C	Interior Wall Plaster	None Detected

The following pages contain related asbestos and lead sample results, diagrams, and chain of custody.

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 emclab@earthlink.net

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

Page 1 of 1

EMC LAB #:		L21894		DATE RECEIVED:		09/12/02	
CLIENT:		JME		REPORT DATE:		09/16/02	
CLIENT ADDRESS:		4560 Alvarado Canyon Road #2D San Diego, CA 92120		DATE OF ANALYSIS:		09/16/02	
PROJECT NAME:		5492		P.O. NO.:			
PROJECT NO.:							
EMC #	SAMPLE DATE /02	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT		
L21694-							
1	09/10	5492-2	Paint Chip	0.004	0.386		

\* = Dilution Factor Changed

\* = Excessive Substrate May Bias Sample Results  
 \* = Very Small Amount Of Sample Submitted, May Affect Result

BRL = Below Reportable Limit

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results.

These reports are for the exclusive use of the addressed client and are rendered upon the condition that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. Samples not destroyed in testing are retained a maximum of sixty (60) days.

ANALYST: Mark A. Rodacker  
 Mark A. Rodacker

QA COORDINATOR: Kurt Kettler  
 Kurt Kettler



XRF Assay Results



Reading No	Time	Type	Duration	Units	Inspector	Site	Room	Side	Component	Substrate	Color	Condition	PbC	PbC Error
28	5/20/2010 9:08	SHUTTER CAL	122.59	cps									3.2	0
29	5/20/2010 9:14	PAINT	21.53	mg / cm ^2	jj	6484			cal		red		1	0.1
30	5/20/2010 9:16	PAINT	20.54	mg / cm ^2	jj	6484			cal		red		1	0.1
31	5/20/2010 9:18	PAINT	20.24	mg / cm ^2	jj	6484			cal		red		1	0.1
32	5/20/2010 9:40	PAINT	4.24	mg / cm ^2	jj	6484	main display rm	N	wall	plaster	white	good	0.18	0.02
33	5/20/2010 9:40	PAINT	2.82	mg / cm ^2	jj	6484	main display rm	W	wall	plaster	white	good	0.22	0.07
34	5/20/2010 9:41	PAINT	13.86	mg / cm ^2	jj	6484	main display rm	W	wall	plaster	white	good	0.6	0.4
35	5/20/2010 9:44	PAINT	23.15	mg / cm ^2	jj	6484			cal		red		1	0.1
36	5/20/2010 9:45	PAINT	21.14	mg / cm ^2	jj	6484			cal		red		1	0.1
37	5/20/2010 9:47	PAINT	20.26	mg / cm ^2	jj	6484			cal		red		1	0.1

ASBESTOS & LEAD MANAGEMENT PROGRAM  
HOMOGENEOUS MATERIALS FORM

HOMOGENEOUS MATERIAL NO. H-\_\_\_\_\_

PROJECT# 5492	FACILITY# 640	FACILITY NAME Mus of Man	
INSPECTOR Jones	DATE 9/10/02	QUANTITY	FRIABLE?
MATERIAL DESCRIPTION White Paint			
ASSESSMENT NUMBERS floor		SAMPLE NUMBERS 5492-2	

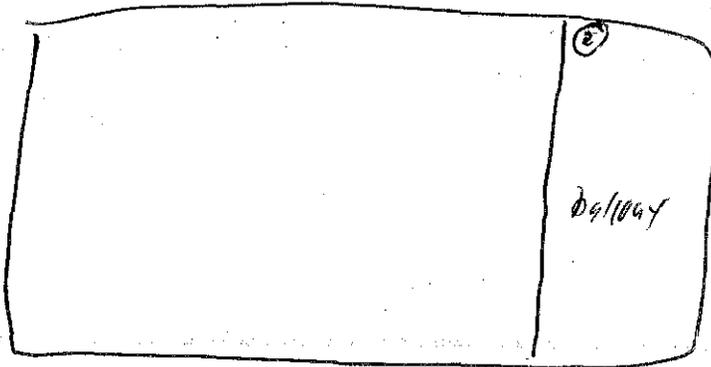
LOCATION DESCRIPTION

Everham Hall N Wall

DRAWING (SHOW SAMPLE LOCATIONS)

3860 1PM

N 7



COMMENTS

**JMR ENVIRONMENTAL SERVICES INC.**  
 4560 Alvarado Canyon Rd. Ste. 2D  
 San Diego, CA 92120  
 Tel: (619) 858-7260 Fax: 858-7264

**LEAD CHAIN OF CUSTODY**

Project Name: 5492 Company Name: City of SD Phone #: \_\_\_\_\_  
 Job Address: \_\_\_\_\_ Attention: PA 1 SALE SCENT S Fax #: \_\_\_\_\_  
 JMR Job #: \_\_\_\_\_ Address: \_\_\_\_\_ Client Job #: \_\_\_\_\_  
 Collected By & Date: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_ Client PO#: \_\_\_\_\_

RUSH (Next Day)       Two Days       Three Days       Normal (5-7 Days)

Lab #	Sample #	Materials Sampled	Location	Results
	5492-2			

Relinquished By: \_\_\_\_\_  
 Date: 9/10/02 Time: 3:30

Received By: Jaimie Brown  
 Date: 9-10-02 Time: 3:32

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Museum of Man Anterior Exhibits Appendix  
 Volume 1 of 2 (Rev. Jan. 2014)  
 Lead Related Construction Specification, Museum of Man Anterior Exhibits Appendix  
 95 | Page

SEP-16-2002 12:11 PM JMR ENVIRONMENTAL 619 858 7264 P.01

08-12-03

CLIENT: CITY OF SAN DIEGO

EMS LABORATORIES CHEMISTRY REPORT

LABORATORY NUMBER: 89045

page 2

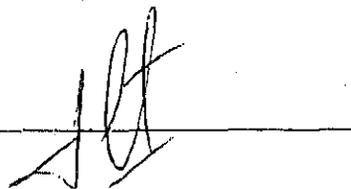
ELEMENT	DETECTION LIMIT
	(mg)
LEAD	<0.007

SAMPLE NAME	WEIGHT
ELEMENT	(mg)
BLANK	
LEAD	<0.007

METHOD: EPA 3050M/7420  
ppm = parts per million

SAMPLE NAME	WEIGHT	CONCENTRATION
ELEMENT	(mg)	(ppm)
5627-1	BULK WEIGHT .1539 grams	
LEAD	1.33	8700

CHEMIST





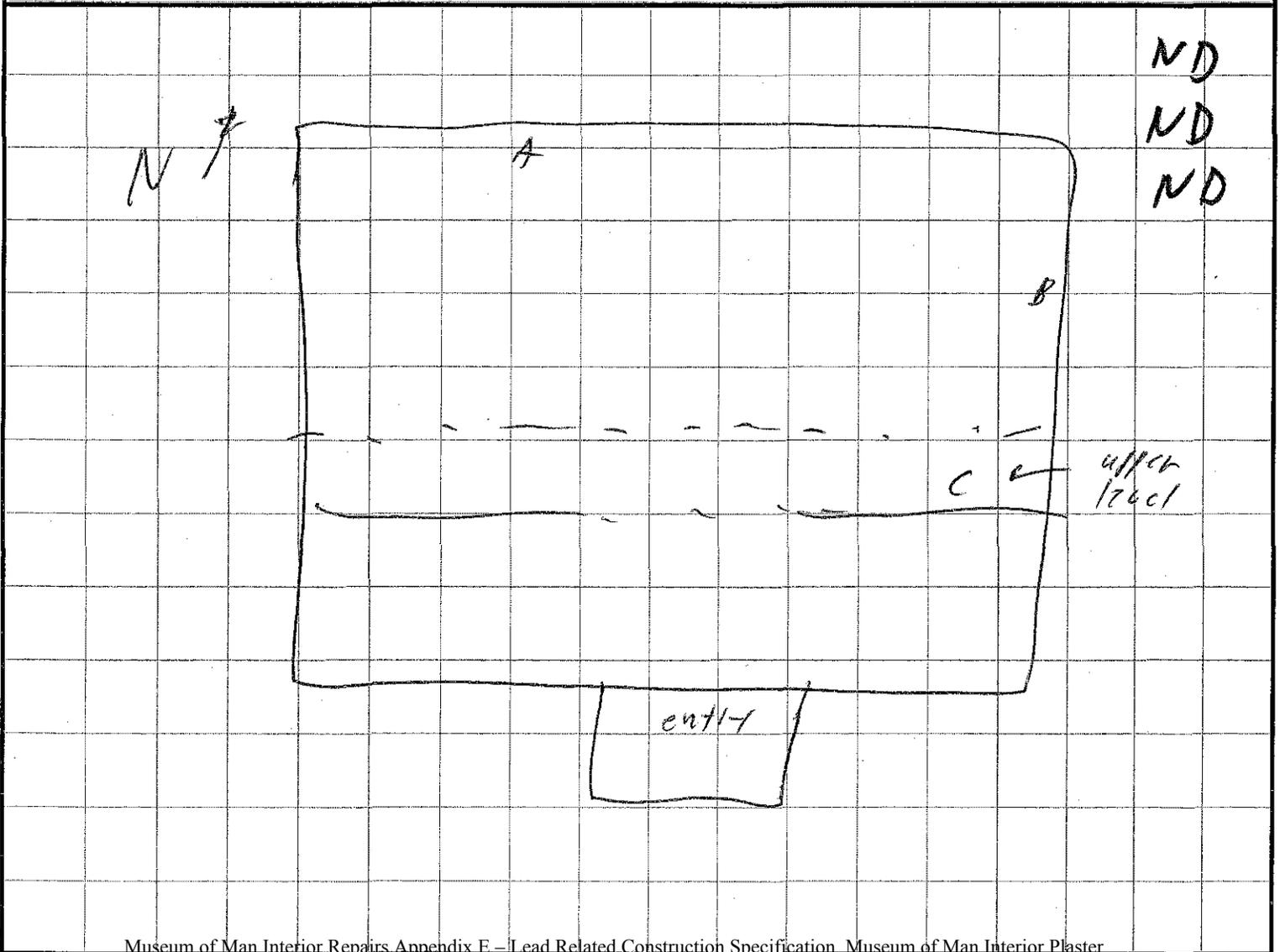
Asbestos and Lead Management Program

HOMOGENEOUS MATERIALS FORM

HOMOGENEOUS MATERIAL # H- \_\_\_\_\_

PROJECT# 6484	FACILITY# 640	FACILITY NAME Musuem of Man	
INSPECTOR Jeff Jones	DATE 5/20/10	QUANTITY 8000 SF	FRIABLE N
MATERIAL DESCRIPTION Interior wall plaster			
ASSESSMENT NUMBERS good		SAMPLE NUMBERS 6484 - 1A,B,C	

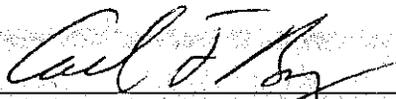
LOCATION DESCRIPTION  
 Interior walls of Mus of Man main display area.



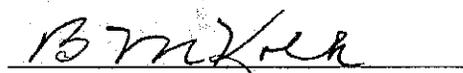
**Report No:** 137992 **Customer:** City of San Diego  
**Date:** June 1, 2010 9601 Ridgehaven Ct. #320  
**Date Received:** May 26, 2010 San Diego, CA 92123  
**Date Analyzed:** June 1, 2010 **Attention:** Jeff Jones  
**Date/Time Collected:** by Jeff Jones **Reference:** PO#1078974; Project#6455  
**Subject:** Polarized Light Microscopy Analysis for Asbestos 3 Samples  
**Methodology:** "Method for Determination of Asbestos In Bulk Building Materials," EPA 600/R-93/116  
**Accredited:** NVLAP Lab Code 101218-0  
**Certified:** California Department of Health Services Environmental Testing Laboratory ELAP 1119  
 County Sanitation Districts of Los Angeles County, Lab ID No. 10120

Quality Control Sample (SRM 1866 Glass Fibers as the blank): None Detected

Sample ID	Location / Description	Visual Description	Asbestiform Minerals	Other Fibrous Materials	Non-fibrous Materials
6455-1A	NON-FRIABLE	WHITE GRANULAR	NONE DETECTED	CELLULOSE - LESS THAN 1%	GRANULAR MINERALS, OPAQUES, MICA
6455-1B	NON-FRIABLE	WHITE GRANULAR	NONE DETECTED	CELLULOSE - LESS THAN 1%	GRANULAR MINERALS, OPAQUES, MICA
6455-1C	NON-FRIABLE	WHITE GRANULAR	NONE DETECTED	CELLULOSE - LESS THAN 1%	GRANULAR MINERALS, OPAQUES, MICA



Carl Bergman, Optical Microscopist  
BMK/mt



B.M. Kpik, Laboratory Director

The EPA method is a semi-quantitative procedure. The detection limit is between 0.1 - 1% by area and is dependent upon the size of the asbestos fibers, the means of sampling and the matrix of the sampled material.

The test results reported are for the sample(s) delivered to us and may not represent the entire material from which the samples was taken. The EPA recommends three samples or more be taken from a "homogenous sampling area" before friable material is considered non-asbestos-containing.

\*\* Negative floor tile samples may contain significant amounts (>1%) of very thin asbestos fibers which cannot be detected by PLM. Confirmation by XRD or TEM is recommended by the EPA (Federal Register Vol. 59, No. 146).

This report, from a NIST-accredited laboratory through NVLAP, must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. government. This report shall not be reproduced, except in full, without the written approval of EMS Laboratories.

Samples were received in good condition unless otherwise noted.

137992

SUBMITTAL FORM/Laboratory Services

3 day T/A

RELINQUISHED BY Jeff Jones

TIME / DATE 5/25/10

CLIENT City of San Diego

DATE OF SHIPMENT 5/25/10 CARRIER FedEx

ADDRESS 9601 Ridgehaven Ct. #320  
San Diego, CA 92123

CLIENT P.O. NO. 1078974

TELEPHONE 858-573-1277

CLIENT JOB/PROJECT ID NO(S) 6455

CONTACT Jeff Jones

PACKAGE SHIPPED FROM San Diego

RESULTS REQUESTED VIA Email: jjones@sandiego.gov

(NOTE: Complete written reports will follow all analyses, in addition to any prior transmitted verbal or fax results.)

DATE/TIME OF SAMPLE COLLECTION

SAMPLE PRESERVATIVES HOLDING TIMES

NO. OF SAMPLES SENT 3 SAMPLER'S NAME Jeff Jones

TYPE:  WATER  WASTE WATER  SOIL  FILTER  SORBENT TUBE  IMPINGER  OTHER

(FOR EMS ONLY)

EMS Sample No.

CLIENT SAMPLE NO.

DESCRIPTION/LOCATION/ANALYSIS

VOLUME, TIME/WEIGHT (IF APPLICABLE)

137992

1A  
1B  
1C

CLIENT SAMPLE NO.	DESCRIPTION/LOCATION/ANALYSIS	VOLUME, TIME/WEIGHT (IF APPLICABLE)
6455-1A	Wall plaster	PLM
6455-1B	Wall plaster	↓
6455-1C	Wall plaster stop positive	↓
<del>Empty rows</del>		

(SF 5/00)

137992

FOR EMS ONLY

Laboratory No. 137992 Received By [Signature] Time 9:44

Date of Package Delivery 5/26/10 Shipping Bill Retained: YES  NONE

Condition of Package on Receipt ok Condition of Custody Seal None

No. of Samples 3 Chain-of-Custody Signature

Date of Acceptance into Sample Bank 5/26/10 Misc. Info.

Disposition of Samples EMS Labs

EMS LABORATORIES 117 West Bellevue Drive / Pasadena CA 91105-2503 / 626-568-4065

**JMR ENVIRONMENTAL SERVICES INC.**  
 4560 Alvarado Canyon Rd. Ste. 2D  
 San Diego, CA 92120  
 Tel: (619) 858-7260 Fax: 858-7264

**BULK ASBESTOS CHAIN OF CUSTODY**

Project Name: 5492 Company Name: City of SD Phone #: \_\_\_\_\_  
 Job Address: \_\_\_\_\_ Attention: Jeff Joid Fax #: \_\_\_\_\_  
 JMR Job #: \_\_\_\_\_ Client Job #: \_\_\_\_\_  
 Collected By & Date: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_ Client PO#: \_\_\_\_\_

RUSH (Same Day)  Next Day  Two Days  Normal (5 Days)

Lab #	Sample #	Materials Sampled	Location	Results
48664	5492-1			ND

Relinquished By: [Signature] Comments: \_\_\_\_\_  
 Date: 9/16/02 Time: 5:30  
 Received By: Jammy Brad  
 Date: 9-16-02 Time: 3:30

ASBESTOS & LEAD MANAGEMENT PROGRAM  
HOMOGENEOUS MATERIALS FORM

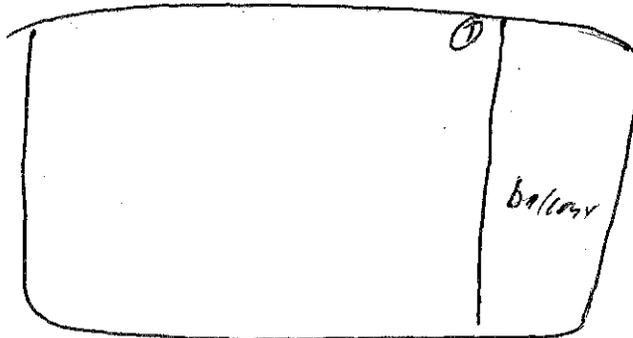
HOMOGENEOUS MATERIAL NO. H-\_\_\_\_\_

PROJECT <u>5492</u>	FACILITY# <u>640</u>	FACILITY NAME <u>Mus of Man</u>
INSPECTOR <u>J Jones</u>	DATE <u>9/10/02</u>	QUANTITY _____ FRIABLE? <u>N</u>
MATERIAL DESCRIPTION <u>Wall Plaster</u>		
ASSESSMENT NUMBERS <u>Fair</u>	SAMPLE NUMBERS <u>5492-1</u>   <u>1</u>	

LOCATION DESCRIPTION

Everham Hall N Wall

DRAWING (SHOW SAMPLE LOCATIONS)



ND

N  
T

COMMENTS

**Report No:** 137992 **Customer:** City of San Diego  
**Date:** June 1, 2010 9601 Ridgehaven Ct. #320  
**Date Received:** May 26, 2010 San Diego, CA 92123  
**Date Analyzed:** June 1, 2010 **Attention:** Jeff Jones  
**Date/Time Collected:** by Jeff Jones **Reference:** PO#1078974; Project#6455  
**Subject:** Polarized Light Microscopy Analysis for Asbestos 3 Samples  
**Methodology:** "Method for Determination of Asbestos in Bulk Building Materials." EPA 600/R-93/116  
**Accredited:** NVLAP Lab Code 101218-0  
**Certified:** California Department of Health Services Environmental Testing Laboratory ELAP 1119  
 County Sanitation Districts of Los Angeles County, Lab ID No. 10120

Quality Control Sample (SRM 1866 Glass Fibers as the blank): None Detected

Sample ID	Location / Description	Visual Description	Asbestiform Minerals	Other Fibrous Materials	Non-fibrous Materials
6455-1A	NON-FRIABLE	WHITE GRANULAR	NONE DETECTED	CELLULOSE - LESS THAN 1%	GRANULAR MINERALS, OPAQUES, MICA
6455-1B	NON-FRIABLE	WHITE GRANULAR	NONE DETECTED	CELLULOSE - LESS THAN 1%	GRANULAR MINERALS, OPAQUES, MICA
6455-1C	NON-FRIABLE	WHITE GRANULAR	NONE DETECTED	CELLULOSE - LESS THAN 1%	GRANULAR MINERALS, OPAQUES, MICA

*Carl Bergman*  
 Carl Bergman, Optical Microscopist  
 BMK/mt

*B.M. Kpik*  
 B.M. Kpik, Laboratory Director

The EPA method is a semi-quantitative procedure. The detection limit is between 0.1 - 1% by area and is dependent upon the size of the asbestos fibers, the means of sampling and the matrix of the sampled material.

The test results reported are for the sample(s) delivered to us and may not represent the entire material from which the samples was taken. The EPA recommends three samples or more be taken from a "homogenous sampling area" before friable material is considered non-asbestos-containing.

\*\* Negative floor tile samples may contain significant amounts (>1%) of very thin asbestos fibers which cannot be detected by PLM. Confirmation by XRD or TEM is recommended by the EPA (Federal Register Vol. 59, No. 146).

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Samples were received in good condition unless otherwise noted.

137992

SUBMITTAL FORM/Laboratory Services

PAGE 1 OF 1

3 day T/A

RELINQUISHED BY Jeff Jones

TIME / DATE 5/25/10

CLIENT City of San Diego

DATE OF SHIPMENT 5/25/10 CARRIER FedEx

ADDRESS 9601 Ridgehaven Ct. #320 San Diego, CA 92123

CLIENT P.O. NO. 1078974

TELEPHONE 858-573-1277

CLIENT JOB/PROJECT ID NO(S). 6455

CONTACT Jeff Jones

PACKAGE SHIPPED FROM San Diego

RESULTS REQUESTED VIA Email: jjones@sandiego.gov

(NOTE: Complete written reports will follow all analyses, in addition to any prior transmitted verbal or fax results.)

DATE/TIME OF SAMPLE COLLECTION

SAMPLE PRESERVATIVES HOLDING TIMES

NO. OF SAMPLES SENT 3 SAMPLER'S NAME Jeff Jones

TYPE: WATER WASTE WATER SOIL FILTER SORBENT TUBE IMPINGER OTHER

(FOR EMS ONLY)

VOLUME TIME/WEIGHT (IF APPLICABLE)

EMS Sample No.

CLIENT SAMPLE NO.

DESCRIPTION/LOCATION/ANALYSIS

137992

1A 1B 1C

CLIENT SAMPLE NO.	DESCRIPTION/LOCATION/ANALYSIS	ANALYSIS
6455-1A	Wall plaster	PLM
6455-1B	Wall plaster	↓
6455-1C	Wall plaster stop positive	↓

(SF 5/00)

137992

Laboratory No. 137992 Received By *g. Meador* Time 9:44

Date of Package Delivery 5/26/10 Shipping Bill Retained: YES  NONE

Condition of Package on Receipt ok Condition of Custody Seal None

No. of Samples 3 Chain-of-Custody Signature \_\_\_\_\_

Date of Acceptance into Sample Bank 5/26/10 Misc. Info. \_\_\_\_\_

Disposition of Samples EMS Labs

FOR EMS ONLY

EMS LABORATORIES 117 West Bellevue Drive / Pasadena CA 91105-2503 / 626-568-4065

APPENDIX E

Lead Related Construction Specification, Museum of Man Interior Plaster



City of San Diego/Asbestos and Lead Management Program  
Museum of Man, 1350 El Prado, San Diego CA 92101

XRF Assay Results



Reading No	Time	Type	Duration	MODE	LOCAT.	ROOM	SIDE	COMPONENT	COND.	SUBST.	COLOR	FLR.	Results	PbC	Units
7	5/22/12 6:11	PAINT	20	K & L				CALIB. CHECK			RED		Positive	1	mg / cm <sup>2</sup>
8	5/22/12 6:12	PAINT	20	K & L				CALIB. CHECK			RED		Positive	1	mg / cm <sup>2</sup>
9	5/22/12 6:13	PAINT	20	K & L							RED		Positive	1	mg / cm <sup>2</sup>
11	5/22/12 9:08	PAINT	20	Std.	MUSEUM OF MAN	SW DOME	A	WALL	INTACT	PLASTER	WHITE	2ND	Null	0	mg / cm <sup>2</sup>
12	5/22/12 9:08	PAINT	4:26	Std.	MUSEUM OF MAN	SW DOME	A	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.03	mg / cm <sup>2</sup>
13	5/22/12 9:08	PAINT	4:48	Std.	MUSEUM OF MAN	SW DOME	A	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.09	mg / cm <sup>2</sup>
14	5/22/12 9:10	PAINT	5:14	Std.	MUSEUM OF MAN	SW DOME	A	WINDOW SILL	INTACT	PLASTER	WHITE	2ND	Negative	0.11	mg / cm <sup>2</sup>
15	5/22/12 9:12	PAINT	6:73	Std.	MUSEUM OF MAN	SW DOME	A	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.14	mg / cm <sup>2</sup>
16	5/22/12 9:13	PAINT	20	Std.	MUSEUM OF MAN	SW DOME	C	WALL	INTACT	PLASTER	WHITE	2ND	Null	0	mg / cm <sup>2</sup>
17	5/22/12 9:14	PAINT	7:39	Std.	MUSEUM OF MAN	SW DOME	D	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.17	mg / cm <sup>2</sup>
18	5/22/12 9:15	PAINT	6:26	Std.	MUSEUM OF MAN	NW DOME	A	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.05	mg / cm <sup>2</sup>
19	5/22/12 9:15	PAINT	5:59	Std.	MUSEUM OF MAN	NW DOME	B	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.01	mg / cm <sup>2</sup>
20	5/22/12 9:16	PAINT	3:36	Std.	MUSEUM OF MAN	NW DOME	D	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.02	mg / cm <sup>2</sup>
21	5/22/12 9:17	PAINT	4:26	Std.	MUSEUM OF MAN	SE LOBBY	A	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.09	mg / cm <sup>2</sup>
22	5/22/12 9:18	PAINT	5:62	Std.	MUSEUM OF MAN	SE LOBBY	B	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.12	mg / cm <sup>2</sup>
23	5/22/12 9:19	PAINT	20	Std.	MUSEUM OF MAN	SE LOBBY	C	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.14	mg / cm <sup>2</sup>
24	5/22/12 9:20	PAINT	4:92	Std.	MUSEUM OF MAN	NE DOME	A	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0	mg / cm <sup>2</sup>
25	5/22/12 9:21	PAINT	9:89	Std.	MUSEUM OF MAN	NE DOME	B	WALL	INTACT	PLASTER	WHITE	2ND	Positive	1.6	mg / cm <sup>2</sup>
26	5/22/12 9:22	PAINT	3:82	Std.	MUSEUM OF MAN	NE DOME	B	WALL	INTACT	PLASTER	WHITE	2ND	Positive	0.02	mg / cm <sup>2</sup>
27	5/22/12 9:22	PAINT	10:33	Std.	MUSEUM OF MAN	NE DOME	B	WALL	INTACT	PLASTER	WHITE	2ND	Positive	1.5	mg / cm <sup>2</sup>
28	5/22/12 9:23	PAINT	3:14	Std.	MUSEUM OF MAN	NE DOME	C	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.03	mg / cm <sup>2</sup>
29	5/22/12 9:23	PAINT	5:14	Std.	MUSEUM OF MAN	NE DOME	D	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.02	mg / cm <sup>2</sup>
30	5/22/12 9:26	PAINT	3:36	Std.	MUSEUM OF MAN	NE DOME	D	WINDOW SILL	INTACT	PLASTER	WHITE	2ND	Negative	0.06	mg / cm <sup>2</sup>
31	5/22/12 9:27	PAINT	1:12	Std.	MUSEUM OF MAN	NE DOME	D	WINDOW FRAME	INTACT	WOOD	BROWN	2ND	Negative	0.02	mg / cm <sup>2</sup>
32	5/22/12 9:27	PAINT	1:13	Std.	MUSEUM OF MAN	NE DOME	D	WINDOW SASH	INTACT	WOOD	BROWN	2ND	Negative	0.02	mg / cm <sup>2</sup>
33	5/22/12 9:29	PAINT	13:43	Std.	MUSEUM OF MAN	NE DOME	D	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.05	mg / cm <sup>2</sup>
34	5/22/12 9:30	PAINT	2:26	Std.	MUSEUM OF MAN	MAIN DOME	D	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0	mg / cm <sup>2</sup>
35	5/22/12 9:30	PAINT	1:12	Std.	MUSEUM OF MAN	MAIN DOME	D	WALL	INTACT	PLASTER	WHITE	2ND	Positive	8.1	mg / cm <sup>2</sup>
36	5/22/12 9:31	PAINT	2:92	Std.	MUSEUM OF MAN	MAIN DOME	D	WALL	INTACT	PLASTER	WHITE	2ND	Negative	0.25	mg / cm <sup>2</sup>
37	5/22/12 9:32	PAINT	1:12	Std.	MUSEUM OF MAN	MAIN DOME	D	DECO RELIEF	INTACT	PLASTER	WHITE	2ND	Positive	6.1	mg / cm <sup>2</sup>
38	5/22/12 9:33	PAINT	1:13	Std.	MUSEUM OF MAN	MAIN DOME	D	BASEBOARD	INTACT	PLASTER	WHITE	2ND	Positive	6.1	mg / cm <sup>2</sup>
39	5/22/12 9:34	PAINT	3:14	Std.	MUSEUM OF MAN	MAIN DOME	A	BASEBOARD	INTACT	PLASTER	WHITE	2ND	Positive	0.02	mg / cm <sup>2</sup>
40	5/22/12 9:34	PAINT	3:37	Std.	MUSEUM OF MAN	MAIN DOME	A	DECO RELIEF	INTACT	PLASTER	WHITE	2ND	Negative	0.23	mg / cm <sup>2</sup>
41	5/22/12 9:35	PAINT	1:12	Std.	MUSEUM OF MAN	MAIN DOME	B	DECO RELIEF	INTACT	PLASTER	WHITE	2ND	Positive	7.9	mg / cm <sup>2</sup>
42	5/22/12 9:35	PAINT	1:13	Std.	MUSEUM OF MAN	MAIN DOME	B	BASEBOARD	INTACT	PLASTER	WHITE	2ND	Positive	8.3	mg / cm <sup>2</sup>
43	5/22/12 9:38	PAINT	20	K & L				CALIB. CHECK			RED		Positive	1	mg / cm <sup>2</sup>
44	5/22/12 9:40	PAINT	20	K & L				CALIB. CHECK			RED		Positive	1	mg / cm <sup>2</sup>
45	5/22/12 9:41	PAINT	20	K & L				CALIB. CHECK			RED		Positive	1	mg / cm <sup>2</sup>

**ATTACHMENT F**  
**INTENTIONALLY LEFT BLANK**

# City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: [CGiordano@sandiego.gov](mailto:CGiordano@sandiego.gov)  
Phone No. (619) 533-3481, Fax No. (619) 533-3633

## ADDENDUM "A"

FOR



## MUSEUM OF MAN INTERIOR REPAIRS

BID NO.: L-14-6198-DBB-1  
SAP NO. (WBS/IO/CC): S-11101  
CLIENT DEPARTMENT: 1714  
COUNCIL DISTRICT: 3  
PROJECT TYPE: BH

### BID DUE DATE:

**1:30 PM  
JUNE 19, 2014  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

## ENGINEER OF WORK

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer/Architect:

  
\_\_\_\_\_  
For City Engineer

6/9/14  
\_\_\_\_\_  
Date

Seal:



**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. BIDDER'S QUESTIONS**

**Question pertaining to Terms and Conditions**

Q1. "Just Construction, hereby respectfully requests that night work be considered for the performance of the subject project. We feel that the museum will greatly benefit by not having any work being performed during their daily operations hours and the public will avoid being exposed to any safety issues such as lead abatement, dust, noise and other.

Any consideration on the request above would greatly be appreciated."

A1. The City has considered the request. Please see reply in this addendum.

**C. CLARIFICATIONS**

1. The Museum of Man Normal Hours of Operation are as follows:

10:00 AM - 7:30 PM Thursday, Friday & Saturday

10:00 AM - 5:00 PM Sunday, Monday, Tuesday and Wednesday

**D. VOLUME 1**

1. To ATTACHMENT E, SUPPLEMENTARY SPECIAL PROVISIONS, page 35, SECTION 1-2, TERMS AND DEFINITIONS, ADD the following:

Night Working Hours are: 5:00 PM – 1:30 AM Sunday through Wednesday

7:30 PM – 4:00 AM Thursday

The Contract Schedule for the completion of the Work under this Contract shall be 30 Working Days and 14 Working Nights.

James Nagelvoort, Director  
Public Works Department

Dated: *June 10, 2014*  
San Diego, California

JN/RT/egz

6/20/14 aw  
valid

# City of San Diego

CONTRACTOR'S NAME: Handy Industrial  
ADDRESS: 3414 Waco street unit 1 San Diego CA 92117  
TELEPHONE NO.: (959) 703-7089 FAX NO.: (619) 225-9602  
CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordano@sandiego.gov:  
Phone No. (619) 533-3481, Fax No. (619) 533-3633  
G Freiha / R Taleghani / LJI

## CONTRACT DOCUMENTS



## FOR

## MUSEUM OF MAN INTERIOR REPAIRS

VOLUME 2 OF 2

BID NO.: L-14-6198-DBB-1  
SAP NO. (WBS/IO/CC): S-11101  
CLIENT DEPARTMENT: 1714  
COUNCIL DISTRICT: 3  
PROJECT TYPE: BH

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE  or ELBE FIRMS ONLY .
- PREVAILING WAGE RATES: STATE  FEDERAL

**THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION**

**TABLE OF CONTENTS**

**DESCRIPTION**

**PAGE NUMBER**

**Volume 2 - Bidding Documents**

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1. Bid/Proposal.....	3
2. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 .....	6
3. Contractors Certification of Pending Actions .....	7
4. Equal Benefits Ordinance Certification of Compliance.....	8
5. Proposal (Bid).....	9
6. Form AA35 - List of Subcontractors .....	11
7. Form AA40 - Named Equipment/Material Supplier List .....	12

**BIDDING DOCUMENTS**

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**PROPOSAL**

**Bidder's General Information**

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

- (1) Name under which business is conducted Handy Industrial
- (2) Signature (Given and surname) of proprietor Wahead William Raz 
- (3) Place of Business (Street & Number) 3414 Waco Street unit 1
- (4) City and State San Diego CA Zip Code 92117
- (5) Telephone No. (858) 703 7088 Facsimile No. (619) 228 9602
- (6) Email Address handyindustrial@yahoo.com

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted N/A

**BIDDING DOCUMENTS**

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(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

N/A

---

---

(3) Signature (Note: Signature must be made by a general partner)

N/A

---

Full Name and Character of partner

N/A

---

---

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

(7) Email Address \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted \_\_\_\_\_ N/A

(2) Signature, with official title of officer authorized to sign for the corporation:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of \_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

(7) Email Address \_\_\_\_\_

**BIDDING DOCUMENTS**

**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION B General

LICENSE NO. 940082 EXPIRES 11/16/2014

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

Email Address: handyindustrial@yahoo.com

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

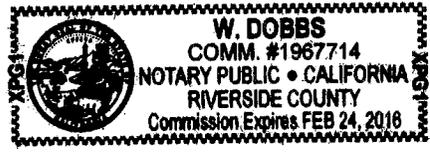
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature *[Handwritten Signature]* Title Owner

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 19 DAY OF June 2014

Notary Public in and for the County of San Diego, State of California  
*[Handwritten Signature]*

(NOTARIAL SEAL)





**BIDDING DOCUMENTS**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

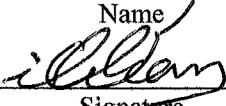
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Handy Industrial

Certified By Wahead William Raz Title Owner

Name  
  
 Signature

Date 6/182014

**USE ADDITIONAL FORMS AS NECESSARY**

**BIDDING DOCUMENTS**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**  
**EQUAL BENEFITS PROGRAM**  
 202 C Street, MS 9A, San Diego, CA 92101  
 Phone (619) 533-3948 Fax (619) 533-3220

**COMPANY INFORMATION**

Company Name: Handy Industrial	Contact Name: Wahead William Raz
Company Address: 3414 Waco Street unit #1	Contact Phone: (858) 703 7088
San Diego CA 92117	Contact Email: handyindustrial@yahoo.com

**CONTRACT INFORMATION**

Contract Title: Museum Of Man interior repair	Start Date: 8/15/2014
Contract Number (if no number, state location): Wahead William Raz (858) 703 7088	End Date: 10/15/2014

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

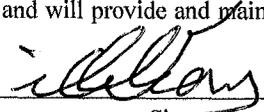
**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Wahead William Raz / Owner  6/18/2014  
 Name/Title of Signatory Signature Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date: \_\_\_\_\_ EBO Analyst: \_\_\_\_\_  Approved  Not Approved -- Reason: \_\_\_\_\_

(Rev 02/15/2011)

**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **Museum of Man Interior Repairs** for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1	1	LS	236220	9-3.1	Museum of Man Interior Repairs	<del>                    </del>	\$ 110,000.00
2	1	AL	238990	9-3.1	Lead Mitigation	<del>                    </del>	\$30,000.00
3	1	LS	524126	9-3.1	Bond (Payment and Performance)	<del>                    </del>	\$ 5,000.00
4	1	AL		9-3.5	Field Order -- Type II	<del>                    </del>	\$10,000.00
<b>ESTIMATED TOTAL BASE BID</b>							<b>\$ 155,000.00</b>

TOTAL BID PRICE FOR BID (Items 1 through 4 inclusive) amount written in words:

One Hundreds and Fifty Five Thousand Dollars

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: Acknowledgment of addendum A

The names of all persons interested in the foregoing proposal as principals are as follows:

Wahead William Raz

**BIDDING DOCUMENTS**

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IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

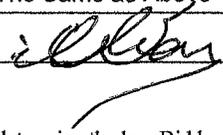
Bidder: Wahead William Raz

Title: Owner

Business Address: 3414 Waco Street unit #1

Place of Business: San Diego CA 92117

Place of Residence: The Same as Above

Signature: 

**NOTES:**

- A. The City shall determine the low Bid based on the Base Bid alone:
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>N/A</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____	N/A	PLEASE TAKE NOTICE Requirement to provide subcontractors license numbers becomes effective July 1, 2014					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

**The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.**

**BIDDING DOCUMENTS**

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: Home Depot Address: 3555 Sports Arena Blv City: San Diego State: CA Zip: 92110 Phone: (619) 224 9200		10,000.00	yes	yes	N/A	
Name: Dixieline Address: 7700 Ronson Road #101 City: San Diego State: CA Zip: 92111 Phone: (858) 874 4354		5,0000	yes	yes	N/A	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

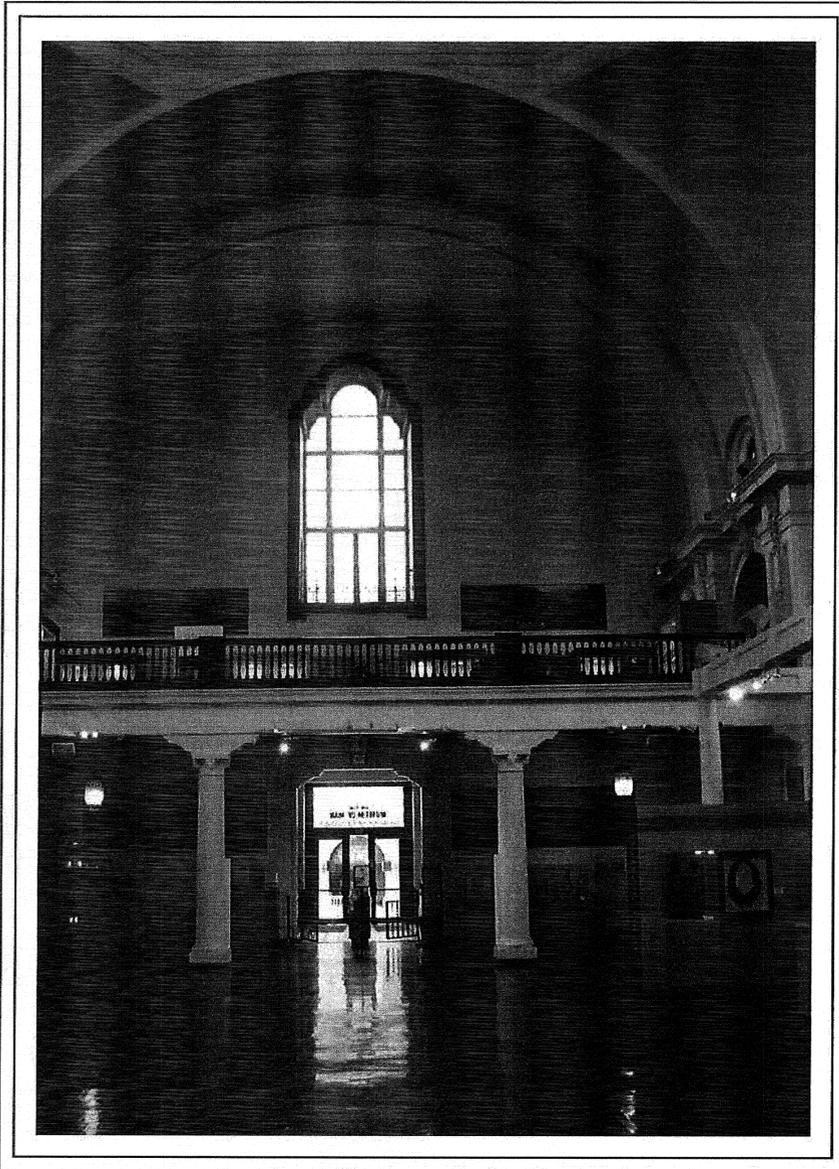
② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

**The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.**

# MUSEUM OF MAN INTERIOR REPAIRS

## BALBOA PARK, SAN DIEGO



### PROJECT DESCRIPTION

REPAINTING OF SELECTED INTERIOR WALL FINISHES. REPAIRS INCLUDE REPAIRS AND PREPARATION OF WALL SURFACES FOR PAINT. SOME LOCATIONS REQUIRE REPAIR OF PLASTER SURFACE AND MORE SEVERE DAMAGE INCLUDES REMOVAL AND 3 COAT PLASTER REPLACEMENT TO THE SUPPORTING LATH.

THE WORK INCLUDES ORDINARY PROTECTION OF ALL EXHIBITS. ORDINARY PROTECTION INCLUDES BUT NOT LIMITED TO: PLASTIC SHEATHING OR TARPULIN LAID UPON THE EXHIBIT OR SUPPORTED BY A TEMPORARY FRAMEWORK. SPECIALIZED OR EXTRA-ORDINARY PROTECTION WILL BE PROVIDED BY THE OWNER.

REPAIRS OCCUR ON SURFACES ASSUMED TO BE COATED WITH LEAD-BASED PAINTS. ANY SURFACES DISTURBED MUST BE ABATED BY A LICENSED ABATEMENT CONTRACTOR.

THE SCOPE INCLUDES REPAIRS TO THE EXTERIOR WOOD DOORS AT THE MAIN ENTRANCE INVOLVING PATCHING AND SELECTIVE REPLACEMENT OF WOOD DOOR PIECES DUE TO TERMITES AND FUNGI. THE FINISH OF THE DOORS IS TO BE PREPARED FOR A NEW PAINT FINISH INSIDE AND OUTSIDE. PAINT IS TO BE REMOVED FROM HARDWARE AND HARDWARE SHALL BE RECONDITIONED AND REFINISHED.

THERE ARE NO STRUCTURAL, MECHANICAL, ELECTRICAL, OR PLUMBING MODIFICATIONS. REMOVAL AND REINSTALLATION OF SELECTED LIGHT FIXTURES, DEVICE COVERS, AND SIGNAGE ARE PART OF THE WORK.

SOME SURFACES TO BE TREATED OCCUR AS HIGH AS 55 FEET ABOVE THE MAIN FLOOR LEVEL. CONTRACTOR SHALL DESIGN AND PROVIDE MEANS AS REQUIRED FOR ACCESS TO ELEVATED SURFACES. USE OF SCAFFOLDS OR LIFTS ARE PERMITTED IN THE INTERIOR OF THE OPERATING MUSEUM. ACCESS FOR EQUIPMENT IS LIMITED TO THE OPENING OF THE EAST DOUBLE DOORWAY. CONTRACTOR SHALL VERIFY EQUIPMENT CAN NEGOTIATE THE PATHWAY TO AND THROUGH THE EAST DOORWAY. EQUIPMENT MUST BE COMPATIBLE FOR USE IN INTERIOR SPACES FOR EMISSIONS AND NOISE. SEE NOTES ON SHEET G-2 FOR MORE INFORMATION.

Storm Water Protection  
This Project is subject to  
Municipal Storm Water  
Permit Order No. R9-2007-0001  
and WPCP

### SHEET INDEX

- 1-D (G-1) TITLE SHEET
- 2-D (G-2) GENERAL NOTES
- 3-D (A2.1) FIRST FLOOR PLAN
- 4-D (A2.2) SECOND FLOOR PLAN
- 5-D (A2.3) REFLECTED CEILING PLAN
- 6-D (A3.1) NORTH & EAST ELEVATIONS
- 7-D (A3.2) SOUTH & WEST ELEVATIONS
- 8-D (A3.3) SW & NW SMALL DOMES
- 9-D (A3.4) NE SMALL DOME
- 10-D (A4.1) ENTRY DOOR REPAIRS

### APPLICABLE STANDARDS AND SPECS

"GREENBOOK - STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2012 EDITION", INCLUDING THE CITY OF SAN DIEGO "SUPPLEMENT AMENDMENTS.

2013 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE, CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 1 AND PART 2, "AMERICANS WITH DISABILITIES ACT" ACCESSIBILITY GUIDELINES AMENDED OCT 2002.

2013 CALIFORNIA HISTORICAL BUILDING CODE, CCR TITLE 24, PART 8.

"THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES", 36 CFR PART 68, JULY 12, 1995.

### BMP NOTES

SUFFICIENT BMP'S MUST BE INSTALLED TO PREVENT SILT, MUD, OR OTHER CONSTRUCTION DEBRIS FROM BEING TRACKED INTO THE ADJACENT STREET(S) OR STORM WATER CONVEYANCE SYSTEMS DUE TO CONSTRUCTION VEHICLES OR ANY OTHER CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ANY SUCH DEBRIS THAT MAY BE IN THE STREET AT THE END OF EACH WORK DAY OR AFTER A STORM EVENT THAT CAUSES A BREACH IN THE INSTALLED CONSTRUCTION BMP'S.

ALL STOCK PILES OF UNCOMPACTED SOILS AND/OR BUILDING MATERIALS THAT ARE INTENDED TO BE LEFT UNPROTECTED FOR A PERIOD GREATER THAN SEVEN CALENDAR DAYS ARE TO BE PROVIDED WITH EROSION AND SEDIMENT CONTROLS. SUCH SOILS MUST BE PROTECTED EACH DAY WHEN THE PROBABILITY OF RAIN IS 40% OR GREATER.

A CONCRETE WASHOUT SHALL BE PROVIDED ON ALL PROJECTS WHICH PROPOSE THE CONSTRUCTION OF ANY CONCRETE IMPROVEMENTS THAT ARE TO BE POURED IN PLACE ON THE SITE.

ALL EROSION/SEDIMENT CONTROL DEVICES SHALL BE MAINTAINED IN WORKING ORDER AT ALL TIMES.

ALL SLOPES THAT ARE CREATED OR DISTURBED BY CONSTRUCTION ACTIVITY MUST BE PROTECTED AGAINST EROSION AND SEDIMENT TRANSPORT AT ALL TIMES.

THE STORAGE OF ALL CONSTRUCTION MATERIALS AND EQUIPMENT MUST BE PROTECTED AGAINST ANY POTENTIAL RELEASE OF POLLUTANTS INTO THE ENVIRONMENT.

### PROJECT DIRECTORY

**OWNER**  
CITY OF SAN DIEGO  
ENGINEERING & CAPITAL PROJECT DIV.  
525 B STREET, SUITE 750  
SAN DIEGO, CA 92101

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**ARCHITECT**  
HERITAGE ARCHITECTURE & PLANNING  
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FAX: (619) 234-6286  
E MAIL: david@heritagearchitecture.com  
curl@heritagearchitecture.com

### BUILDING ADDRESS

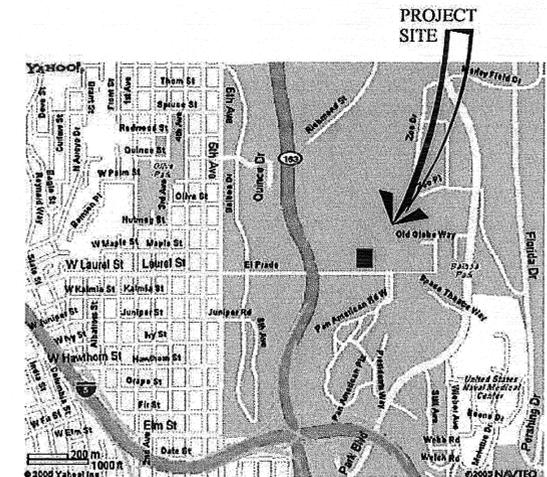
MUSEUM OF MAN 1350 EL PRADO, BALBOA PARK  
SAN DIEGO, CA 92101

### QUALIFIED HISTORICAL BUILDINGS

AS QUALIFIED HISTORICAL BUILDINGS, THE USE OF THE STATE HISTORICAL BUILDING CODE IS MANDATORY. ALL WORK IN THESE PLANS CONFORMS TO "THE STANDARDS" AND SHALL BE PERFORMED FOLLOWING THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES WITH THE EMPHASIS PLACED ON RESTORATION AND REHABILITATION, UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE.

NATIONAL REGISTER OF HISTORIC PLACES  
NO. 1974-05-17 BALBOA PARK EL PRADO AREA

### VICINITY MAP



### DESIGN/BUILD ITEMS

1. SCAFFOLDING - AS REQUIRED

### BUILDING DATA

BUILDING NAME	CONSTRUCTION TYPE	OCCUPANCY	EXISTING OR NEW	AREA OF REPAIR	SPRINKLERED
MUSEUM OF MAN (MoM)	TYPE II-B (NON-CONFORMING), NON-SPRINKLERED	N/A	EXISTING	INTERIOR FINISHES	NO

\* I HEREBY DECLARE THAT I AM THE ARCHITECT OF WORK FOR THIS PROJECT THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ARCHITECT OF THE WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

ARCHITECT'S NAME *P. David Marshall* DATE *5-5-14*

CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO

CONSTRUCTION SITE STORM WATER PRIORITY INSPECTION FREQUENCY HIGH MEDIUM LOW  X SPEC. NO. 619B

WARNING  
0 1/2 1  
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

LICENSED ARCHITECT  
PAUL DAVID MARSHALL  
C-24785  
03-31-15  
RENEWAL  
DATE 05/05/14

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G-1

PLANS FOR THE CONSTRUCTION OF  
MUSEUM OF MAN INTERIOR REPAIRS  
TITLE SHEET

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 1 OF 10 SHEETS		W.D. NO. S11101
FOR CITY ENGINEER ALL DARVISHI DATE 5/8/14		ALL DARVISHI SECTION HEAD
DESCRIPTION BY APPROVED DATE FILED		GEORGE FREIHA PROJECT MANAGER
ORIGINAL	CD	206-1719
AS-BUILT		CCS27 COORDINATE 6280407-1846444
CONTRACTOR	DATE STARTED	CCS83 COORDINATE
RESIDENT ENG.	DATE COMPLETED	37858- 01-D

MUSEUM OF MAN INTERIOR REPAIRS

21. WHERE WALLS ARE TO BE ALTERED AS CALLED FOR IN THE PLANS AND SPECIFICATIONS OR AS NEEDED TO ACCESS HIDDEN WORK, EXISTING PAINT ON THESE WALLS IS TO BE ASSUMED LEAD BASED PAINT.

22. WHEN ANY EXISTING PAINT IS DISTURBED IN THE PROCESS OF REPAIRING A SURFACE FOR PAINTING, THE EXISTING PAINT WHICH IS DISTURBED IS TO BE CONSIDERED LEAD BASED PAINT, AND ONLY THE PAINT WHICH IS DISTURBED SHALL BE ABATED AS A HAZARDOUS MATERIAL AS PART OF THE CONTRACTOR'S BASE BID.

23. AS USED IN THE CONSTRUCTION DOCUMENTS, "PROVIDE" SHALL BE UNDERSTOOD TO MEAN "PROVIDE COMPLETE IN PLACE", THAT IS TO FURNISH AND INSTALL, AND MEANS TO FURNISH, FABRICATE, DELIVER, AND ERECT INCLUDING ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE IN PLACE, READY TO USE.

24. "IN KIND" REPLICATION OR REPLACEMENT SHALL EXACTLY MATCH THE HISTORIC ELEMENT. "IN KIND" IS USED TO INDICATE A MATERIAL OR ELEMENT FROM WHICH SOMETHING IS MADE IN THE EXACT SAME MANNER AS THE ORIGINAL. FOR EXAMPLE: A WOOD DOOR STYLE WOULD BE THE EXACT SAME SIZE, SHAPE, SPECIES OF WOOD, GRADE OF WOOD, FINISH GRAINING, DENSITY, AND TO BE FINISHED USING THE SAME CRAFTSMANSHIP METHODS AND TOOLS FROM THE SAME PERIOD. IN OTHER WORDS AN EXACT REPLICA OF THE ORIGINAL ELEMENT.

25. WHERE EXISTING CONDITIONS ARE IMPACTED BY DEMOLITION WORK, THE CONTRACTOR SHALL RESTORE FINISH CONDITIONS TO MATCH ADJACENT FINISHES TO REMAIN.

26. THE MUSEUM WILL BE IN CONTINUOUS OPERATION THROUGHOUT THIS PROJECT. CONTRACTOR TO COORDINATE ALL WORK WITH THE OWNER'S REPRESENTATIVE WHO WILL COORDINATE WITH MUSEUM STAFF. MUSEUM HOURS ARE 10:30AM TO 4:00PM DAILY INCLUDING WEEKDAYS, WEEKENDS, AND HOLIDAYS. NOISE DISTURBANCES AND MOVEMENT OF LARGE EQUIPMENT ARE TO BE LIMITED TO OUTSIDE OF MUSEUM VISITOR HOURS.

27. THE CONTRACTOR SHALL COORDINATE ACCESS TO JOBSITE WITH THE OWNER'S REPRESENTATIVE.

28. THE CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE OF POTENTIAL IMPACT TO MUSEUM'S ARTIFACTS CAUSED BY THE WORK. THE CONTRACTOR SHALL COORDINATE PROTECTION METHODS WITH MUSEUM STAFF. THE CONTRACTOR SHALL PROVIDE ORDINARY PROTECTION TO ALL EXHIBITS IMPACTED BY THE WORK SUCH AS COVERING WITH PLASTIC OR TARPULINS AND SOMETIMES REQUIRES SUPPORTING SUCH COVERS WITH TEMPORARY FRAMEWORKS. MUSEUM STAFF WILL BE RESPONSIBLE FOR THE MOVING AND SPECIALIZED PROTECTION OF EXHIBITS. WORKING ADJACENT TO EXHIBITS IS TO BE EXPECTED OF THE CONTRACTOR.

29. COMMUNICATION DURING MUSEUM HOURS OF OPERATION IS TO BE QUIET AND RESPECTFUL OF MUSEUM PATRONS AND STAFF.

30. CONTRACTOR SHALL ENSURE ALL WORK AREAS ARE TO BE CLEAN AND ORGANIZED.

31. CONTRACTOR SHALL COORDINATE STORAGE OF SUPPLIES WITH MUSEUM STAFF.

32. CONTRACTOR SHALL COORDINATE WET AREA LOCATIONS WITH MUSEUM STAFF AND ENSURE PUBLIC AREAS REMAIN DRY AND SAFE.

33. CONTRACTOR SHALL BE AWARE THAT THERE IS LIMITED ACCESS FOR MOVEMENT OF SCAFFOLDING AND MECHANICAL LIFTS INSIDE AND OUTSIDE OF MUSEUM. PLANS SHOW CURRENT EXHIBIT AREAS WHICH MAY IMPACT EASE OF WORK. NEW EXHIBITS CAN CHANGE THE ACCESS TO THE UPPER WORK AREAS, CONTRACTOR SHALL CONFIRM EXHIBIT LOCATIONS AND ADJUST ACCESS ACCORDINGLY WITHOUT ADDITIONAL COST TO THE OWNER. USE OF A BEAM LIFT IS PREFERRED OVER SCAFFOLDING PROVIDED THE LIFT CAN PASS THROUGH THE EXISTING EAST PASSAGEWAY, WORK ADJACENT TO PERMANENT EXHIBITS, AND INTERIOR OPERATION IS NOT DISRUPTIVE TO NORMAL MUSEUM ACTIVITIES RELATING TO NOISE AND EMISSIONS. A BEAM LIFT THAT APPEARS TO MEET THESE REQUIREMENTS IS A REACHMASTER - BLUELIFT MODEL BL72 AVAILABLE AS A RENTAL THROUGH SUPPORT UNLIMITED, INC. 714-600-2510. OTHER LIFTS OR RENTAL SOURCES ARE ACCEPTABLE PROVIDED ACCESS DOES NOT REQUIRE ALTERATIONS TO THE BUILDING.

12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE DESIGN/BUILD DOCUMENTS FOR DEFERRED APPROVAL ITEMS ON SCAFFOLDING, IF REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR HIRING SUBCONTRACTORS AND CONSULTANTS TO COMPLETE THE DESIGN/BUILD DOCUMENTS. THE CONTRACTOR SHALL PREPARE THEIR OWN DRAWINGS AND DOCUMENTS AS NECESSARY FOR SUBMITTAL TO, AND APPROVAL OF, THE GOVERNING AGENCIES, AND THE OWNER'S REPRESENTATIVE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THESE SUBMITTALS OCCUR IN A TIMELY MANNER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THE DESIGN/BUILD DOCUMENTS AND CONTRACTORS. THE OWNER'S REPRESENTATIVE SHALL REVIEW ALL DESIGN/BUILD INFORMATION PROVIDED BY THE CONTRACTORS AND SHALL INCORPORATE IT INTO THE RECORD DOCUMENTS. THE CONTRACTOR SHALL NOT ASSUME THE OWNER, ARCHITECT, OR ENGINEERS HAVE ACCESS TO ANY ADDITIONAL INFORMATION ON THE EXISTING BUILDING.

13. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ARCHITECT OF ANY ERROR, OMISSION OR DISCREPANCY IN THE CONSTRUCTION DOCUMENTS SO THAT THEY CAN BE RECTIFIED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND JOB CONDITIONS AT THE JOB SITE PRIOR TO COMMENCING WORK.

14. IT IS THE RESPONSIBILITY OF THE SUB-CONTRACTOR TO APPROVE ANY WORK PREVIOUSLY PERFORMED BY OTHERS UPON WHICH THEIR WORK RELIES. PERFORMANCE OF WORK BY A SUBCONTRACTOR ASSUMES ACCEPTANCE OF PREVIOUS WORK BY OTHERS. IT IS THE RESPONSIBILITY OF THE SUBCONTRACTOR TO NOTIFY THE GENERAL CONTRACTOR OF PREVIOUSLY PERFORMED DEFECTIVE WORK PRIOR TO THE SUBCONTRACTOR BEGINNING HIS OWN WORK. IF NO NOTICE IS GIVEN BY THE SUBCONTRACTOR TO THE GENERAL CONTRACTOR OF PREVIOUSLY PERFORMED DEFECTIVE WORK THEN THE SUBSEQUENT SUBCONTRACTOR MUST REPAIR OR INSTALL ANY MISSING WORK AT HIS/HER OWN COST.

15. ARCHITECT AND ENGINEERS WILL PROVIDE TWO (2) SHOP DRAWING REVIEWS OF EACH SUBMITTAL. THE CONTRACTOR SHALL COMPENSATE THE ARCHITECT & ENGINEERS FOR TIME AND MATERIAL WHEN CHECKING 3RD AND SUBSEQUENT SHOP DRAWINGS AND SUBMITTALS.

16. CONTRACTOR SHALL FURNISH ALL LABOR, EQUIPMENT, AND MATERIALS AND PERFORM ALL WORK NECESSARY AS INDICATED, REASONABLY INFERRED, OR REQUIRED BY ANY CODE WITH JURISDICTION TO COMPLETE THE SCOPE OF WORK FOR A COMPLETE AND PROPER FINISHED JOB.

17. THE CONTRACTOR SHALL ENSURE THAT ALL WORKMANSHIP WILL BE OF A QUALITY TO PASS INSPECTIONS BY LOCAL AUTHORITIES, ARCHITECT, AND THE OWNER'S REPRESENTATIVE. ANY ONE OF THE ABOVE MENTIONED ENTITIES MAY INSPECT WORKMANSHIP AT ANY TIME AND REQUIRE CORRECTIONS WHICH SHALL BE TRANSMITTED BY THE OWNERS REPRESENTATIVE TO THE CONTRACTOR. ANY CORRECTIONS NEEDED TO COMPLY WITH THE REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS SHALL BE MADE IMMEDIATELY.

18. ALL MATERIALS, MACHINERY AND EQUIPMENT SHALL BE STORED IN A PLACE AND MANNER APPROVED BY THE OWNER'S REPRESENTATIVE. FIRE HAZARD SHALL BE MINIMIZED BY ALL REASONABLE MEANS. TEMPORARY STORAGE AREAS SHALL BE PROMPTLY VACATED UPON REQUEST BY THE OWNER'S REPRESENTATIVE AND LEFT IN A BROOM-CLEAN CONDITION.

19. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE DEMOLITION NOTES, SPECIFICATIONS, AND PLANS AS SHOWN IN EACH DISCIPLINE THROUGHOUT THE SET OF CONSTRUCTION DOCUMENTS. THE OWNER'S REPRESENTATIVE SHALL WALK THE BUILDING WITH THE CONTRACTOR PRIOR TO BEGINNING DEMOLITION TO VERIFY EXTENT OF WORK AND CONSERVATION OF HISTORIC FABRIC.

20. CONTRACTOR IS RESPONSIBLE TO DOCUMENT EXISTING CONDITIONS OF ALL ITEMS TO BE REMOVED AND REINSTALLED PER PLANS. DOCUMENTATION SHALL INCLUDE, BUT NOT BE LIMITED TO, SCALED DRAWINGS, DIMENSIONS, STRUCTURAL ATTACHMENTS, AND PHOTOGRAPHS. DOCUMENTATION SHALL BE THOROUGH ENOUGH TO ALLOW PROPER REINSTALLATION OF THE ITEM REMOVED.

**GENERAL NOTES**

1. WORK SHALL CONFORM TO THE 2013 EDITION OF THE CALIFORNIA BUILDING CODE, TITLE 24 (CBC), 2012 "GREENBOOK," AND THE 2013 EDITION OF THE CALIFORNIA HISTORICAL BUILDING CODE (CHBC).

2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS BEFORE STARTING WORK, AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BEFORE PROCEEDING WITH ANY WORK.

3. THE EXISTING BUILDING IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES. ANY PART OF THE BUILDING IS POTENTIALLY CONSIDERED TO BE "HISTORIC FABRIC" AND MAY NOT BE REMOVED FROM THE SITE WITHOUT THE OWNER'S REPRESENTATIVE'S APPROVAL. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE HISTORIC FABRIC FROM DAMAGE OR LOST AND SHALL REPAIR OR REPLACE IN KIND ALL DAMAGED OR STOLEN ITEMS AT NO ADDITIONAL COST TO THE OWNER.

4. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF THE WORK, SUCH DETAILS SHALL BE THE SAME AS FOR SIMILAR WORK SHOWN ON THE DRAWINGS OR EXISTING CONDITIONS.

5. THE CONSTRUCTION, REMODELING, OR DEMOLITION OF A PORTION OF A BUILDING SHALL COMPLY WITH CALIFORNIA FIRE CODE ARTICLE 87.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SCHEDULING AND COORDINATION OF THE WORK. THE CONTRACTOR SHALL PROVIDE A SCHEDULE OF WORK TO BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF WORK.

7. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THE CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER.

8. CONTRACTOR SHALL VERIFY PAINT LOCATIONS, TRANSITIONS AND COLORS OF PAINTS, SPECIAL COATINGS, BEFORE APPLICATION.

9. SCAFFOLDING IS A DEFERRED APPROVAL ITEM ENGINEERED BY THE CONTRACTOR'S STRUCTURAL ENGINEER AND PROCESSED WITH CAL OSHA AS REQUIRED. PROTECT ALL SURFACES USED FOR SUPPORT. NO DRILLING ALLOWED INTO CERMAIC TILE AND GROUT. THERE ARE NO AS-BUILTS OF THE EXISTING BUILDING.

10. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, SCAFFOLDING, AND BRACING, AND BE SOLELY RESPONSIBLE FOR ANY INVESTIGATIVE WORK, CONFORMANCE TO ALL LOCAL, STATE, AND FEDERAL SAFETY HEALTH STANDARDS, LAWS AND REGULATIONS.

11. THE DRAWINGS OFTEN REPRESENT A 3-DIMENSIONAL ELEVATION. THEREFORE SURFACES NOT PERPENDICULAR TO THE ELEVATION WILL NOT ACCURATELY DEPICT TRUE AREAS AND DIMENSIONS. AT SOME LOCATIONS NOTES WILL POINT AT THE SIDE OF THE ELEMENT NOT VIEWED IN ANY OTHER VIEW. CONTRACTOR WILL APPLY TREATMENT TO COVER THE FULL EXTENT OF THE DAMAGE OBSERVED IN THE FIELD.

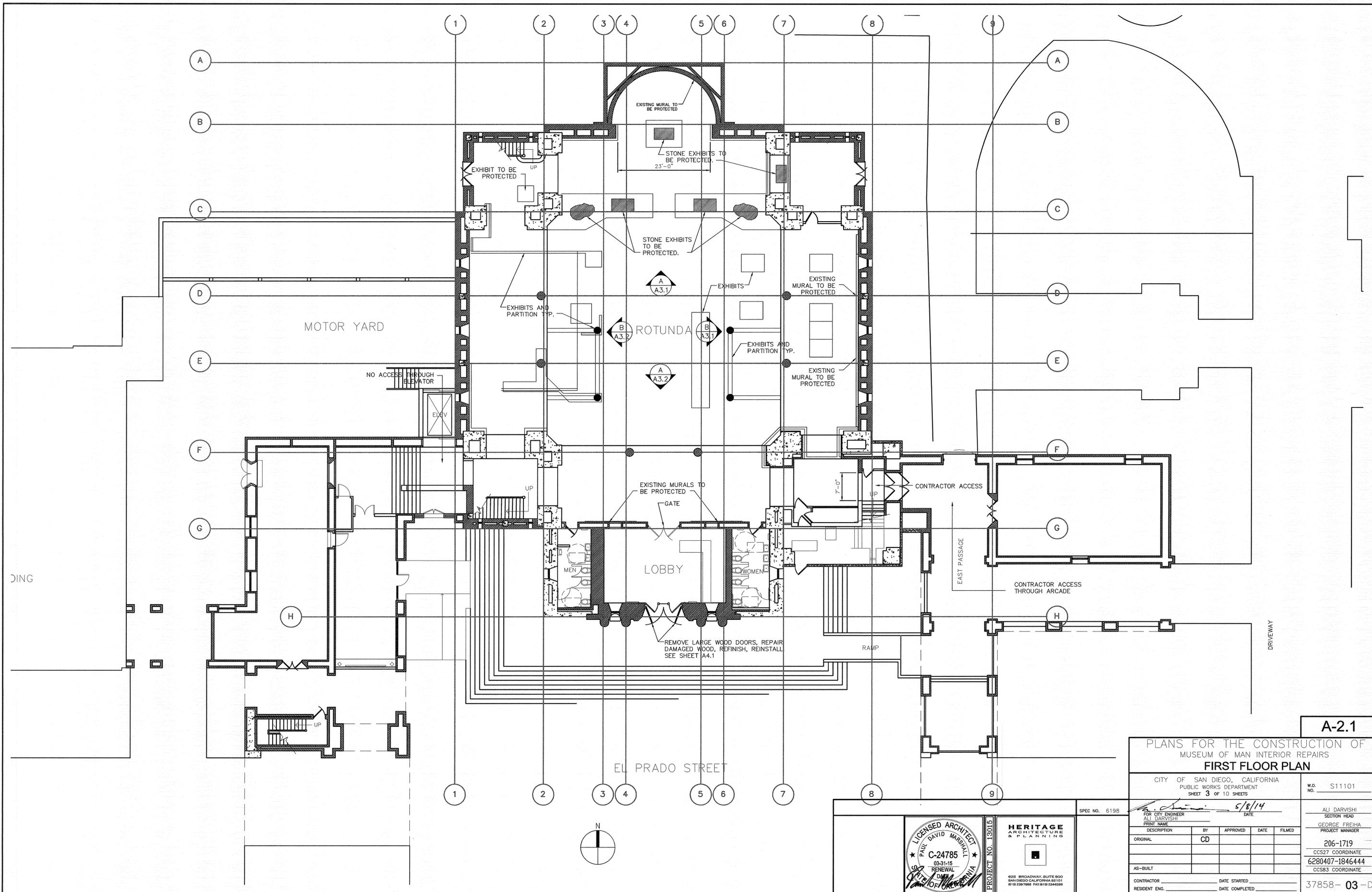
G-2

PLANS FOR THE CONSTRUCTION OF  
MUSEUM OF MAN INTERIOR REPAIRS  
**GENERAL NOTES**

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 2 OF 10 SHEETS		W.D. NO. S11101
FOR CITY ENGINEER ALL DARVISHI DATE 5/8/14		ALL DARVISHI SECTION HEAD
DESCRIPTION	BY	APPROVED
ORIGINAL	CD	
AS-BUILT		
CONTRACTOR	DATE STARTED	
RESIDENT ENG.	DATE COMPLETED	
		206-1719 CCS27 COORDINATE 6280407-1846444 CCS83 COORDINATE
		37858-02-D

SPEC NO. 6198

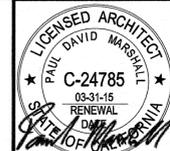
MUSEUM OF MAN INTERIOR REPAIRS



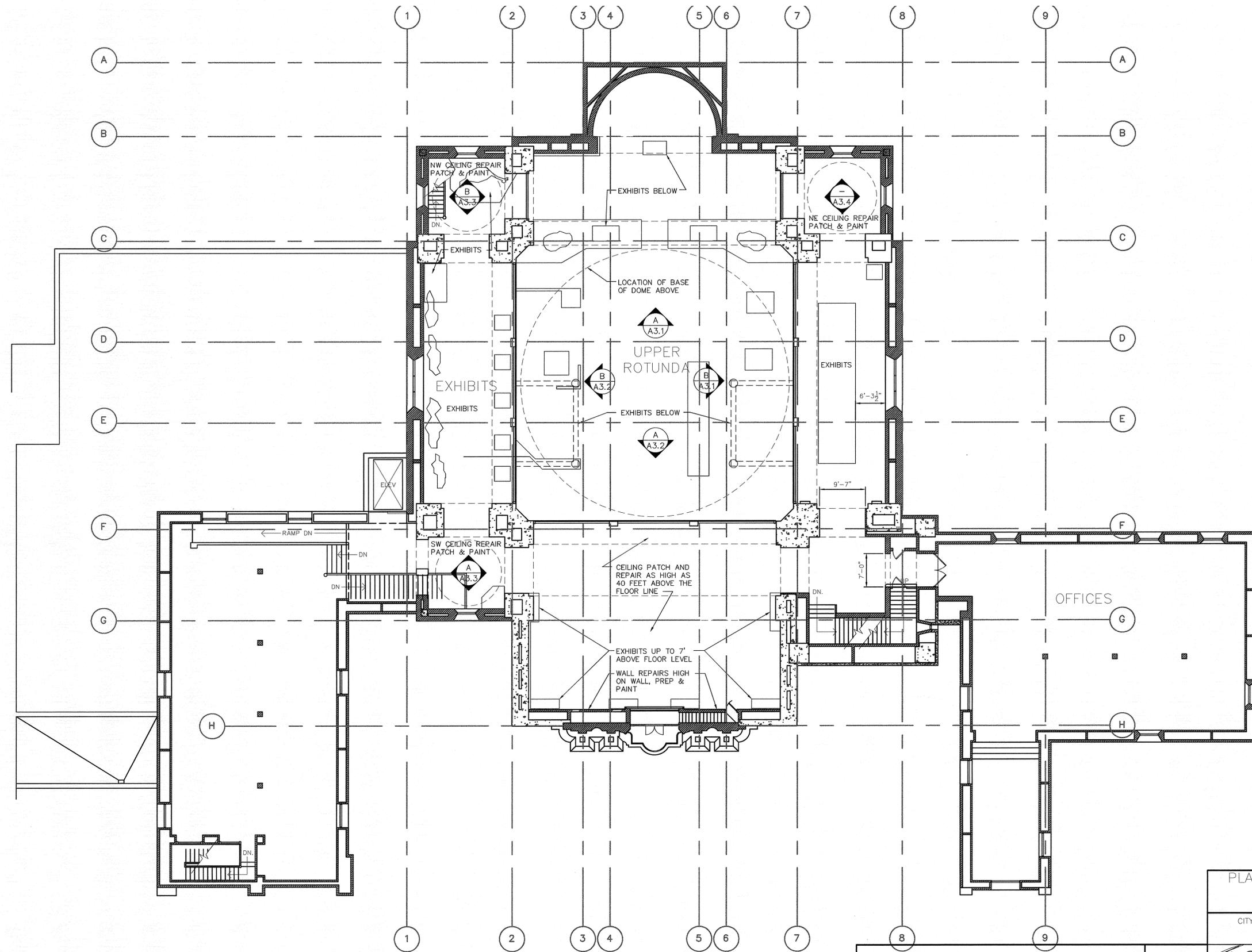
A-2.1

PLANS FOR THE CONSTRUCTION OF  
MUSEUM OF MAN INTERIOR REPAIRS  
**FIRST FLOOR PLAN**

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 3 OF 10 SHEETS		W.O. NO. S11101
FOR CITY ENGINEER PRINT NAME ALLI DARVISHI DATE 5/8/14		ALLI DARVISHI SECTION HEAD
DESCRIPTION	BY	APPROVED
ORIGINAL	CD	
AS-BUILT		
CONTRACTOR	DATE STARTED	RESIDENT ENG.
	DATE COMPLETED	
PROJECT NO. 13016		37858-03-D



SPEC NO. 619B



A2.2

PLANS FOR THE CONSTRUCTION OF  
MUSEUM OF MAN INTERIOR REPAIRS  
**SECOND FLOOR PLAN**

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 4 OF 10 SHEETS		W.O. NO. S11101
FOR CITY ENGINEER ALI DARVISHI PRINT NAME		DATE 5/8/14
DESCRIPTION	BY	APPROVED
ORIGINAL	CD	
AS-BUILT		
CONTRACTOR	DATE STARTED	DATE COMPLETED
RESIDENT ENG.		
ALI DARVISHI SECTION HEAD		206-1719
GEORGE FREIHA PROJECT MANAGER		6280407-1846444
		CCS27 COORDINATE
		CCS83 COORDINATE
		37858-04-D

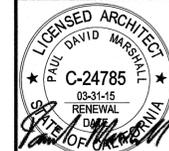
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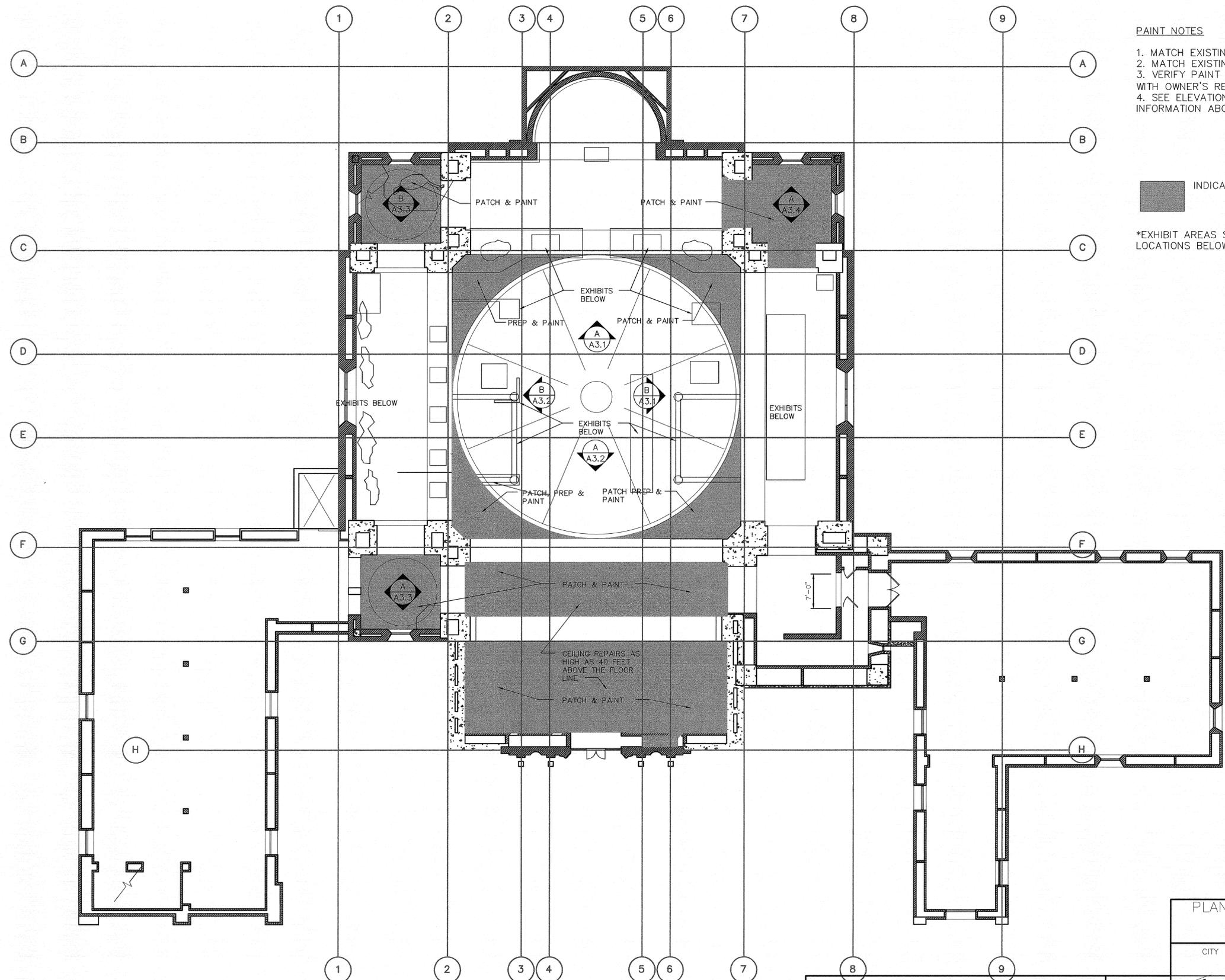
HERITAGE ARCHITECTURE & PLANNING

625 BROADWAY, SUITE 800  
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625 BROADWAY, SUITE 800  
SAN DIEGO CALIFORNIA 92101  
(619) 239-7199 FAX (619) 234-6294





- PAINT NOTES**
1. MATCH EXISTING CEILING COLOR.
  2. MATCH EXISTING PAINT SHEEN.
  3. VERIFY PAINT LIMITS AND TRANSITIONS WITH OWNER'S REPRESENTATIVE.
  4. SEE ELEVATIONS FOR DETAILED INFORMATION ABOUT TYPE OF REPAIRS.

INDICATES AREA OF WORK

\*EXHIBIT AREAS SHOWN REVEAL LOCATIONS BELOW.

MUSEUM OF MAN INTERIOR REPAIRS

A-2.3

PLANS FOR THE CONSTRUCTION OF  
MUSEUM OF MAN INTERIOR REPAIRS  
**REFLECTED CEILING**

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 5 OF 10 SHEETS		W.O. NO. S11101
FOR CITY ENGINEER ALI DARVISHI DATE 5/8/14		ALI DARVISHI SECTION HEAD
DESCRIPTION BY APPROVED DATE FILMED		GEORGE FREIHA PROJECT MANAGER
ORIGINAL	CD	206-1719 CCS27 COORDINATE
AS-BUILT		6280407-1846444 CCS83 COORDINATE
CONTRACTOR	DATE STARTED	37858-05-D
RESIDENT ENG.	DATE COMPLETED	

WARNING  
0 1/2 1  
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

**LICENSED ARCHITECT**  
PAUL DAVID MARSHALL  
C-24785  
03-31-15  
RENEWAL  
STATE OF CALIFORNIA

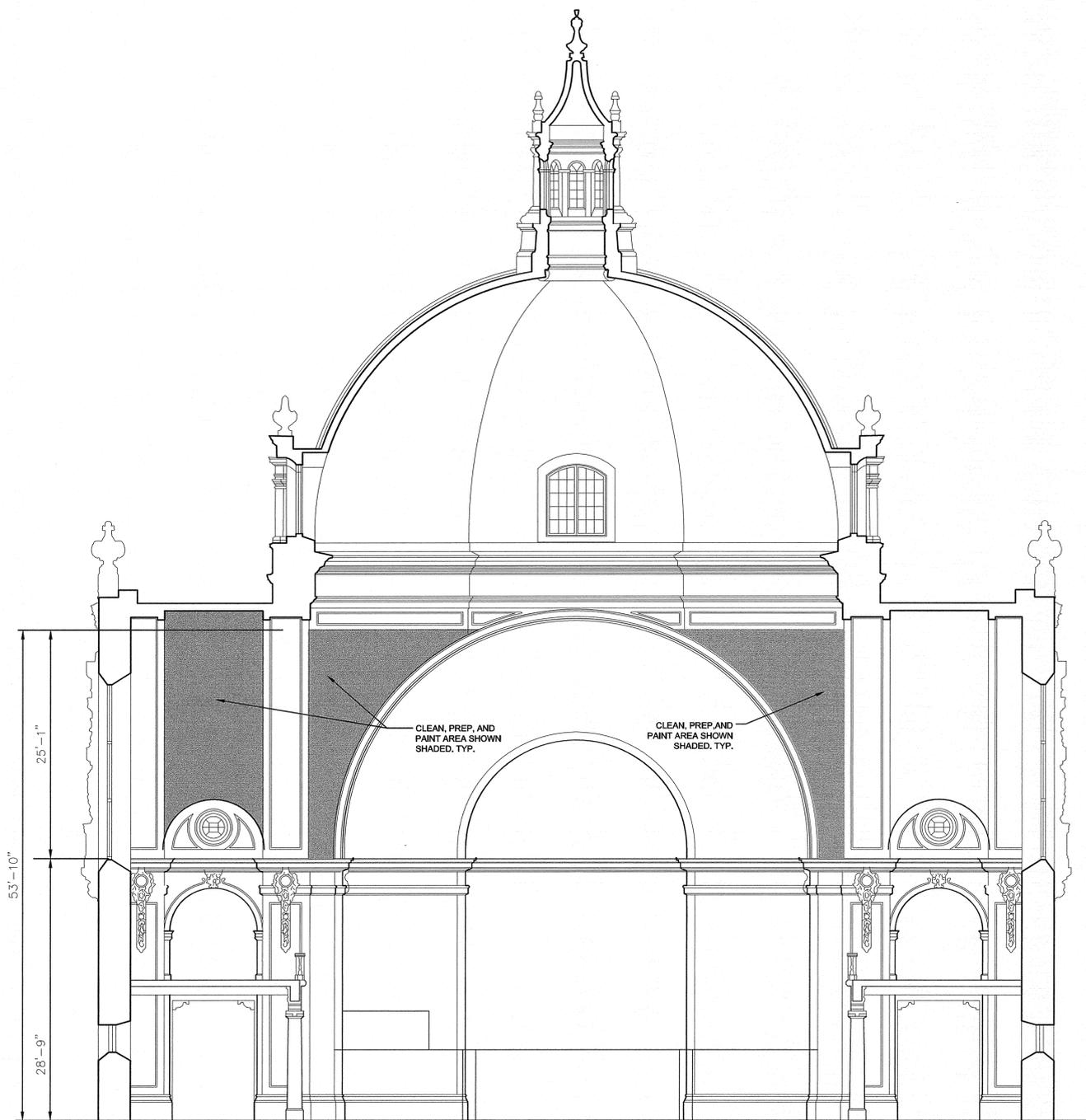
**HERITAGE ARCHITECTURE & PLANNING**

PROJECT NO. 13016  
626 BROADWAY, SUITE 600  
SAN DIEGO, CALIFORNIA 92101  
(619) 237-7800 FAX (619) 234-6266

SPEC NO. 6198



**B EAST INTERIOR ELEVATION**



**A NORTH INTERIOR ELEVATION**

**LEGEND**

- CLEAN, PREP, PRIME, AND PAINT 
- REPAIR PLASTER SUBSURFACE REMOVE LOOSE PLASTER, VENEER PLASTER, PREP, PRIME, AND PAINT 
- REPAIR PLASTER SUBSURFACE REMOVE PLASTER TO LATH PREP, PRIME, AND PAINT 

WARNING  
  
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

**LICENSED ARCHITECT**  
 PAUL DAVID MARSHALL  
 C-24785  
 03-31-15  
 RENEWAL  
 DATE

**HERITAGE ARCHITECTURE & PLANNING**

6215 BROADWAY, SUITE 600  
 SAN DIEGO CALIFORNIA 92101  
 619 259-7889 FAX 619 234-6286

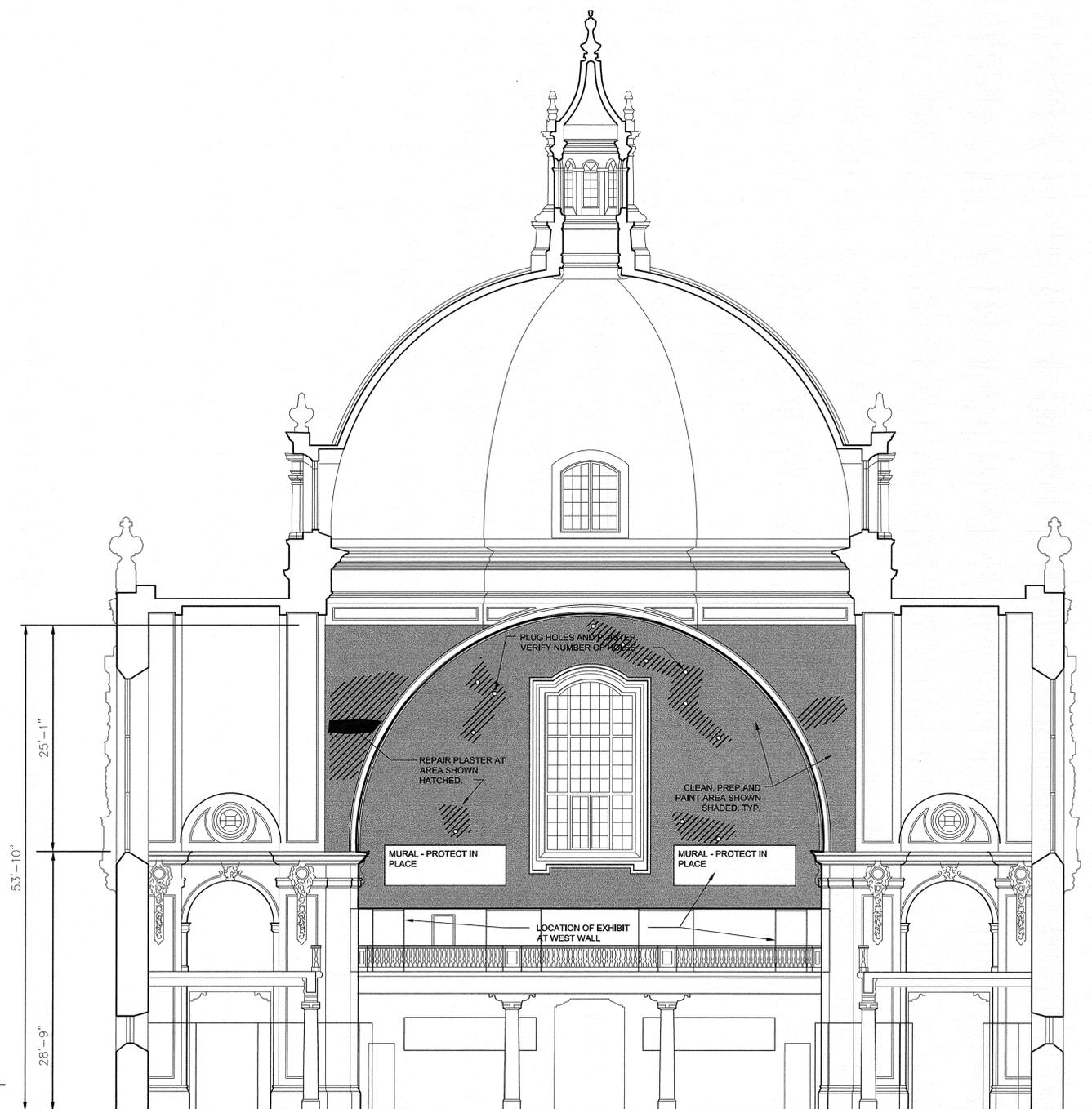
PROJECT NO. 13015

SPEC NO. 6198

<b>A-3.1</b>			
PLANS FOR THE CONSTRUCTION OF MUSEUM OF MAN INTERIOR REPAIRS <b>N&amp;E ELEVATIONS</b>			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 6 OF 10 SHEETS			W.D. NO. S11101
FOR CITY ENGINEER ALI DARVISHI		DATE 5/8/14	ALI DARVISHI SECTION HEAD
PRINT NAME	BY	APPROVED	DATE
DESCRIPTION	CD		
ORIGINAL			
AS-BUILT			
CONTRACTOR	DATE STARTED		
RESIDENT ENG.	DATE COMPLETED		
			206-1719 CCS27 COORDINATE 6280407-1846444 CCS83 COORDINATE 37858-06-D



**B WEST INTERIOR ELEVATION**

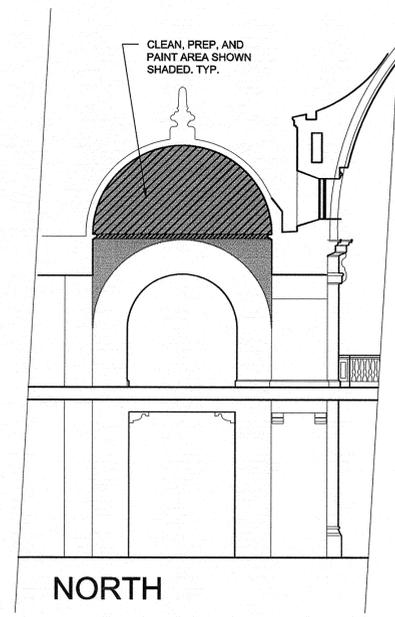


**A SOUTH INTERIOR ELEVATION**

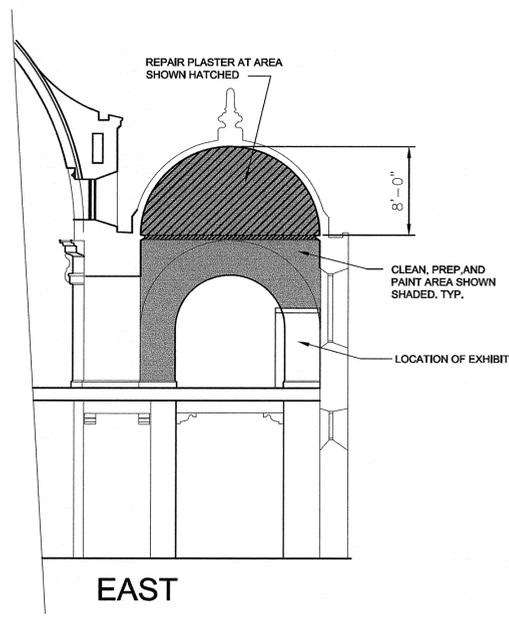
**LEGEND**

- CLEAN, PREP, PRIME, AND PAINT
- REPAIR PLASTER SUBSURFACE REMOVE LOOSE PLASTER, VENEER PLASTER, PREP, PRIME, AND PAINT
- REPAIR PLASTER SUBSURFACE REMOVE PLASTER TO LATH PREP, PRIME, AND PAINT

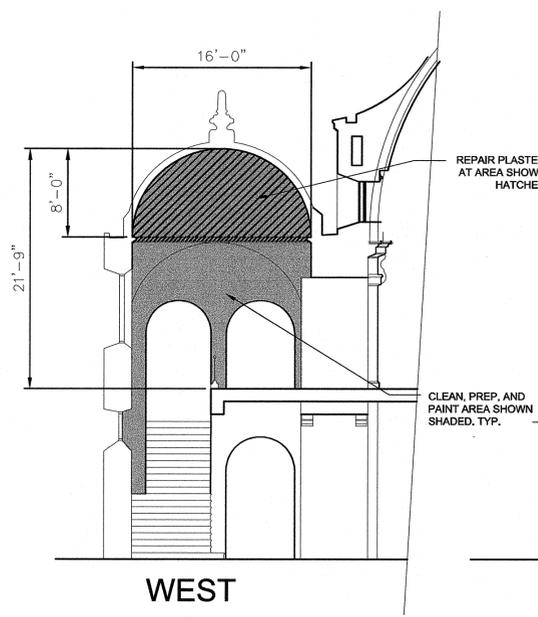
<p><b>WARNING</b></p> <p>IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE</p>		<p><b>LICENSED ARCHITECT</b></p> <p>PAUL DAVID MANSKI</p> <p>C-24785</p> <p>03-31-15</p> <p>RENEWAL</p> <p>DATE</p> <p>STATE OF CALIFORNIA</p>	<p><b>HERITAGE ARCHITECTURE &amp; PLANNING</b></p> <p>625 BROADWAY, SUITE 600 SAN DIEGO, CALIFORNIA 92101 (619) 239-7888 FAX (619) 234-6286</p>	<p>PROJECT NO. 13015</p> <p>DATE: 5/8/14</p>	<p>625 BROADWAY, SUITE 600 SAN DIEGO, CALIFORNIA 92101 (619) 239-7888 FAX (619) 234-6286</p>
<p><b>PLANS FOR THE CONSTRUCTION OF MUSEUM OF MAN INTERIOR REPAIRS S&amp;W ELEVATIONS</b></p>					
<p>CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 7 OF 10 SHEETS</p>				<p>W.O. NO. S11101</p>	
<p>FOR CITY ENGINEER ALI DARVISHI</p>				<p>ALI DARVISHI SECTION HEAD</p>	
<p>PRINT NAME BY APPROVED DATE FILMED</p>				<p>GEORGE FREIHA PROJECT MANAGER</p>	
<p>ORIGINAL CD</p>				<p>206-1719 CCS27 COORDINATE</p>	
<p>AS-BUILT</p>				<p>6280407-1846444 CCS83 COORDINATE</p>	
<p>CONTRACTOR DATE STARTED</p>				<p>37858-07-D</p>	
<p>RESIDENT ENG. DATE COMPLETED</p>					



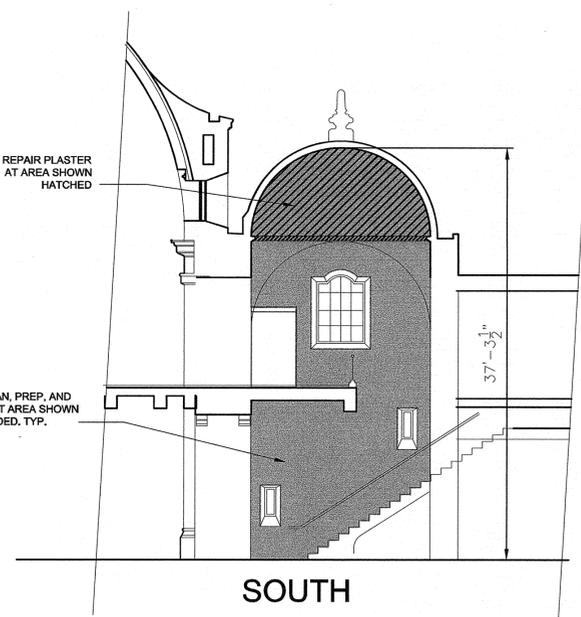
NORTH  
SOUTHWEST DOME ELEVATION



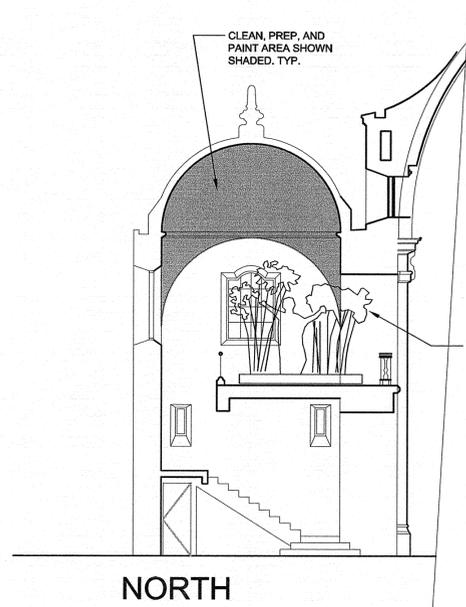
EAST



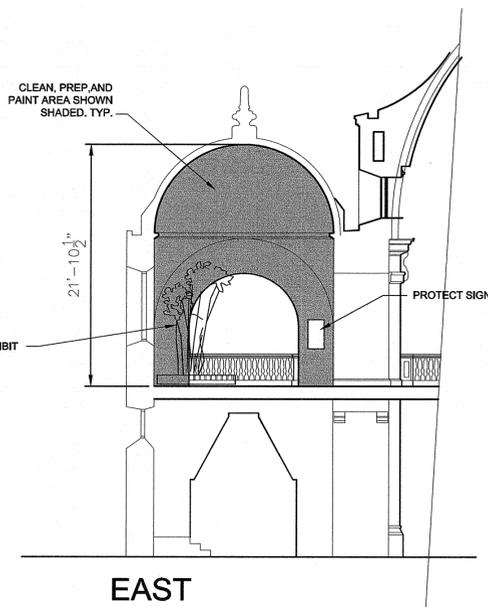
WEST



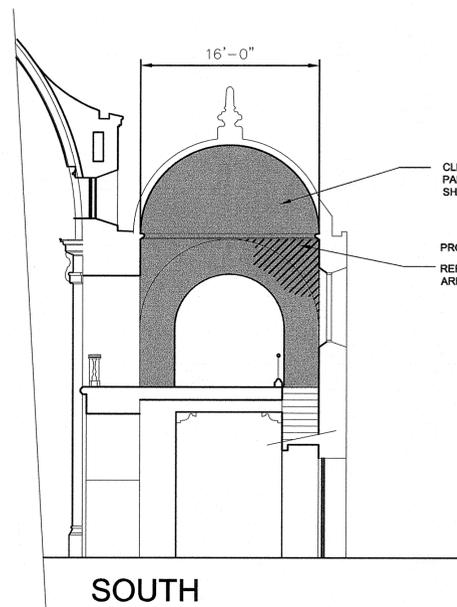
SOUTH



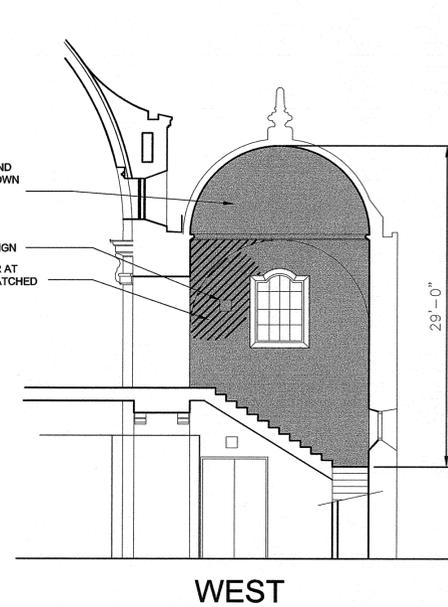
NORTH  
NORTHWEST DOME ELEVATION



EAST



SOUTH



WEST

LEGEND

- CLEAN, PREP, PRIME, AND PAINT
- REPAIR PLASTER SUBSURFACE
- REMOVE LOOSE PLASTER, VENEER PLASTER, PREP, PRIME, AND PAINT
- REPAIR PLASTER SUBSURFACE
- REMOVE PLASTER TO LATH
- PREP, PRIME, AND PAINT

A-3.3

PLANS FOR THE CONSTRUCTION OF  
MUSEUM OF MAN INTERIOR REPAIRS  
SW & NW DOMES

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 8 OF 10 SHEETS		W.O. NO. S11101
FOR CITY ENGINEER ALI DARVISHI DATE 5/8/14		ALI DARVISHI SECTION HEAD
DESCRIPTION	BY	APPROVED
ORIGINAL	CD	
AS-BUILT		
CONTRACTOR		DATE STARTED
RESIDENT ENG.		DATE COMPLETED
206-1719		CCS27 COORDINATE 6280407-1846444 CCS83 COORDINATE 37858-08-D

HERITAGE ARCHITECTURE & PLANNING

628 BROADWAY, SUITE 900  
SAN DIEGO, CALIFORNIA 92101  
(619) 239-7888 FAX (619) 234-2286

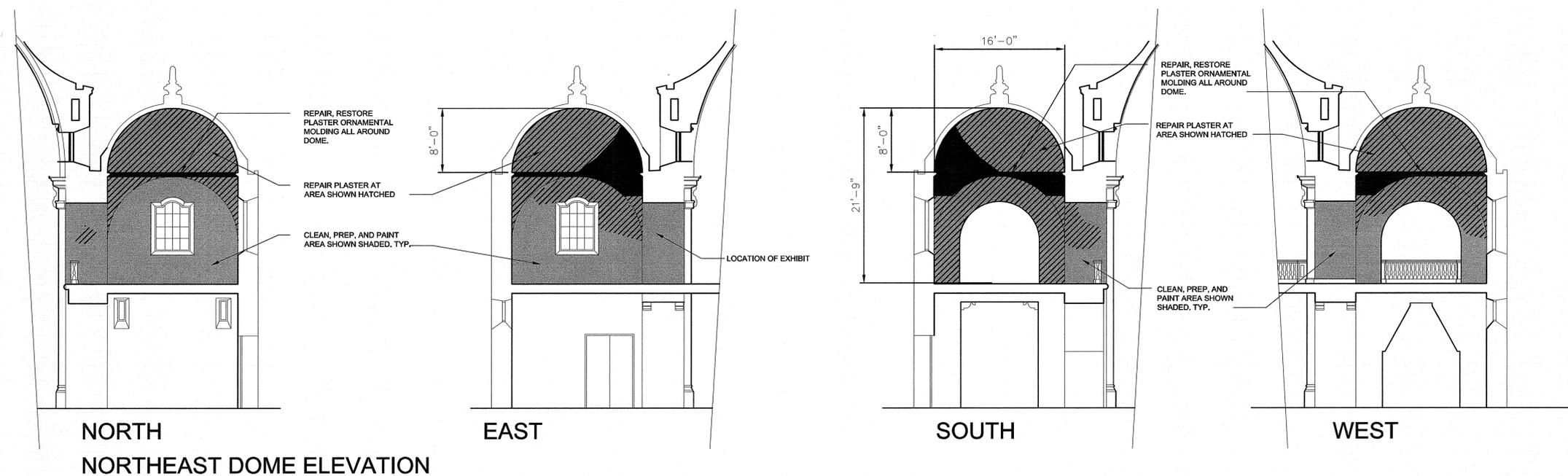
PROJECT NO. 13016

DATE 5/8/14

DATE 5/8/14

DATE 5/8/14

MUSEUM OF MAN INTERIOR REPAIRS



**LEGEND**

- CLEAN, PREP, PRIME, AND PAINT
- REPAIR PLASTER SUBSURFACE REMOVE LOOSE PLASTER, VENEER PLASTER, PREP, PRIME, AND PAINT
- REPAIR PLASTER SUBSURFACE REMOVE PLASTER TO LATH PREP, PRIME, AND PAINT

**A-3.4**

PLANS FOR THE CONSTRUCTION OF MUSEUM OF MAN INTERIOR REPAIRS <b>NE SMALL DOME</b>		W.D. NO. S11101
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 9 OF 10 SHEETS		
FOR CITY ENGINEER ALI DARVISHI DATE 5/8/14		ALI DARVISHI SECTION HEAD GEORGE FREIHA PROJECT MANAGER
ORIGINAL BY CD APPROVED DATE FILMED		206-1719 CCS27 COORDINATE 6280407-1846444 CCS83 COORDINATE
AS-BUILT CONTRACTOR RESIDENT ENG.		37858-09-D

PROJECT NO. 13015

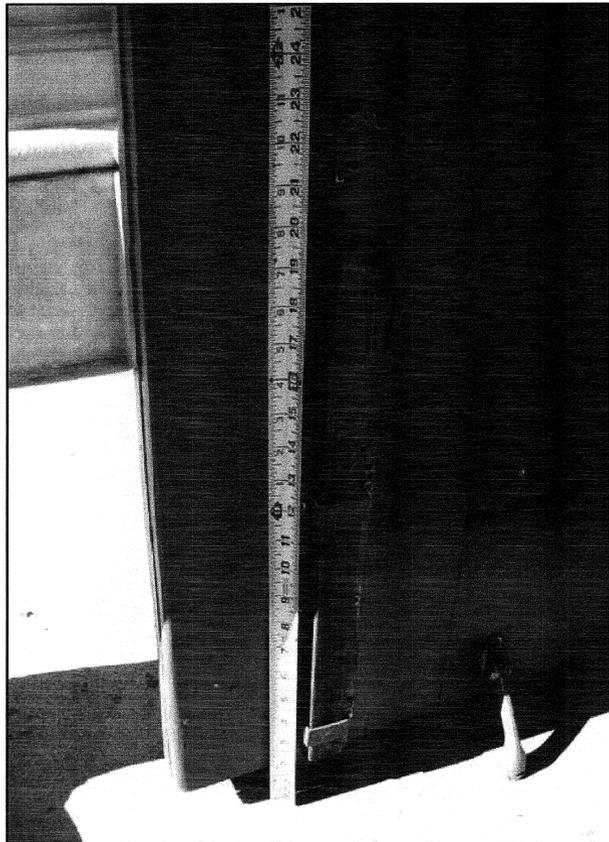
**HERITAGE**  
ARCHITECTURE  
& PLANNING

628 BROADWAY, SUITE 800  
SAN DIEGO, CALIFORNIA 92101  
919.239.7866 FAX 919.234.6286

SPEC NO. 6198



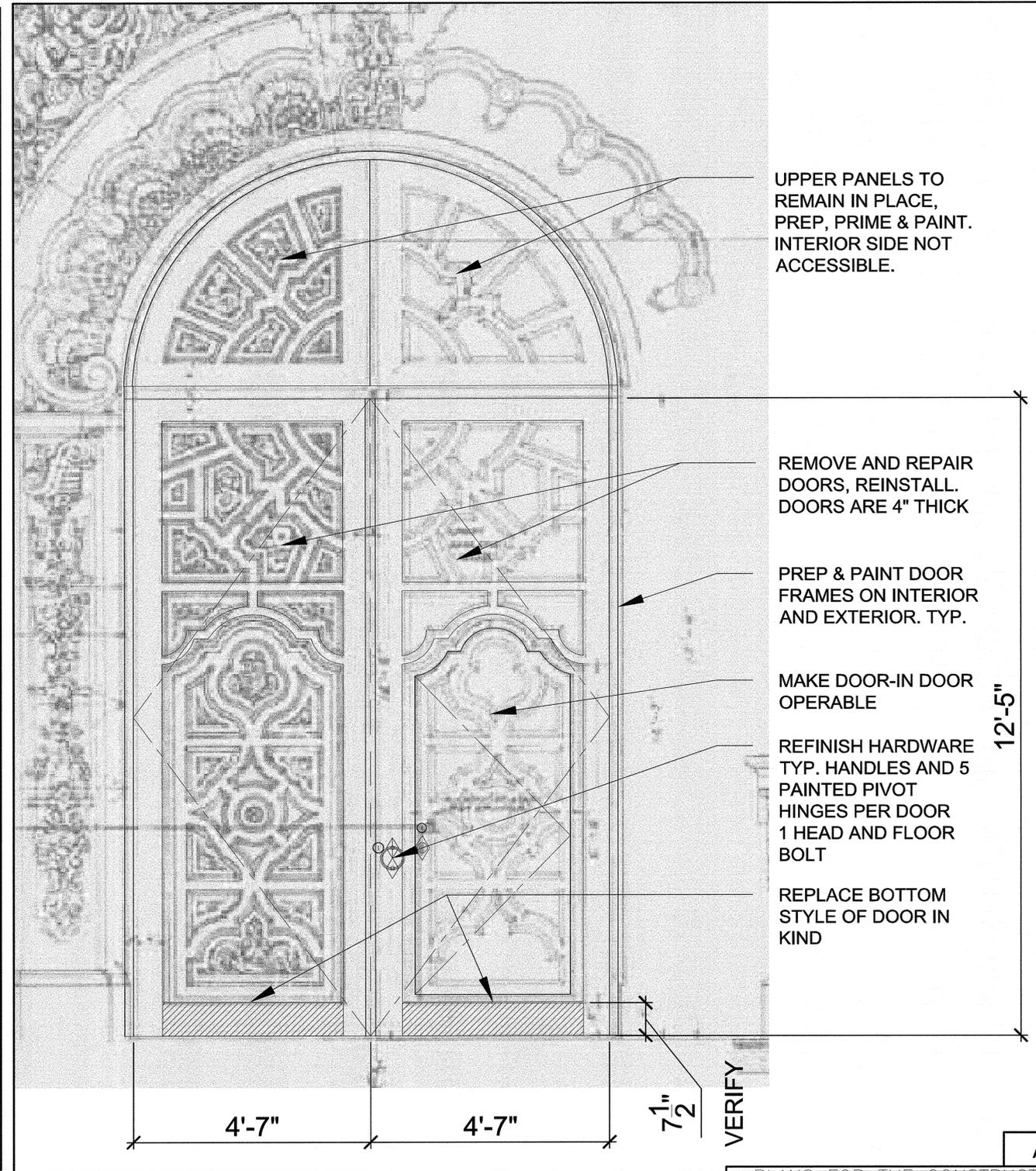
ENTRY DOOR INTERIOR VIEW



LEFT INTERIOR VIEW

**DOOR REPAIR NOTES**

1. HISTORIC DOOR IS TO BE REPAIRED PER THE SEC. OF INTERIOR'S STANDARDS.
2. REPLACEMENT OF HISTORIC FABRIC IS TO BE MADE "IN KIND" WITH ARCHITECT'S APPROVAL.
3. THE WOOD SPECIES OF THE DOOR IS PRESUMED TO BE VERTICAL GRAIN DOUGLAS FIR. SUBSTITUTIONS MUST BE APPROVED BY THE ARCHITECT.
4. REPLACEMENT WOOD SHALL BE TREATED FOR ROT, DECAY, AND INSECT DAMAGE. INCISED WOOD IS NOT ALLOWED. PROVIDE SUBMITTAL INDICATING PROPOSED WOOD SPECIES, TREATMENTS, AND ATTACHMENT DETAILS.
5. REUSE ALL EXISTING HARDWARE. RESTORE EXISTING HARDWARE TO BE OPERABLE.
6. REMOVE ALL PAINT FROM EXISTING HARDWARE USING GENTLE METHODS. ABRASIVE CLEANING IS PROHIBITED.
7. REFINISH BRONZE HARDWARE WITH BUTCHERS WAX AND LUBRICATE. LACQUER FINISHES ARE NOT RECOMMENDED. RESTORE OIL-RUBBED FINISHES ON STEEL AND IRON HARDWARE.
8. REPLACEMENT FASTENERS SHALL MATCH EXISTING IN KIND.
9. LOOSE PAINT ON DOOR, UPPER PANEL, AND DOOR FRAMES ON BOTH INTERIOR AND EXTERIOR SURFACES SHALL BE REMOVED DOWN TO WELL ADHERED PAINT.
10. REMOVE PAINT WITH NEUTRAL-BASED STRIPPER. ALKALINE STRIPPERS ARE NOT PERMITTED.
11. REMOVE THICK DEPOSITS OF EXISTING PAINT TO ACHIEVE CLEAN DETAILS AND REVEAL CONTOURS OF WOOD MATERIALS. USE HAND SCRAPERS AND DETAILING TOOLS.
12. USE OF ABRASIVE CLEANING TOOLS SUCH AS ROTARY WIRE STRIPPERS AND ROTARY SANDERS ARE PROHIBITED.
13. ALL PAINT IS TO BE CONSIDERED LEAD-BASED. ALL PAINT DISTURBED SHALL BE ABATED BY A LICENSED ABATEMENT CONTRACTOR.
14. FOLLOWING PAINT REMOVAL, FEATHER SAND ALL EXISTING PAINT EDGES FOR A SMOOTH EVEN FINISH WITHOUT VISIBLE EDGES.
15. TEST WOOD FOR PROPER pH AND MOISTURE LEVELS IN COMPLIANCE WITH PAINT MANUFACTURER'S RECOMMENDATIONS.
16. PRIME AND PAINT PER SPECIFICATION ATTACHED TO THIS PACKAGE.
17. INTERIOR & EXTERIOR PAINT COLOR TO BE SHERWIN-WILLIAMS "FRENCH ROAST" #6069 SEMI-GLOSS.



ENTRY DOOR EXTERIOR VIEW

MUSEUM OF MAN INTERIOR REPAIRS

				SPEC NO. 6198	
PLANS FOR THE CONSTRUCTION OF MUSEUM OF MAN INTERIOR REPAIRS ENTRY DOOR REPAIRS					
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 10 OF 10 SHEETS				W.O. NO. S11101	
FOR CITY ENGINEER ALI DARVISHI PRINT NAME		DATE 5/8/14		ALI DARVISHI SECTION HEAD	
DESCRIPTION ORIGINAL		BY CD		APPROVED DATE FILMED	
AS-BUILT		CONTRACTOR		DATE STARTED DATE COMPLETED	
				GEORGE FREIHA PROJECT MANAGER 206-1719 CCS27 COORDINATE 6280407-1846444 CCS83 COORDINATE	
				37858-10-D	

## CONTRACT FORMS

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### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Handy International, herein called "Contractor" for construction of Museum of Man Interior Repairs; Bid No. L-14-6198-DBB-1 in the amount of One Hundred Fifty-Five Thousand Dollars and 00/100(\$155,000.00), which is comprised of the Base Bid.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled Museum of Man Interior Repairs on file in the office of the Public Works Department as Document No. S-11101 as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Museum of Man Interior Repairs; Bid Number L-14-6198-DBB-1; San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT FORMS (continued)**

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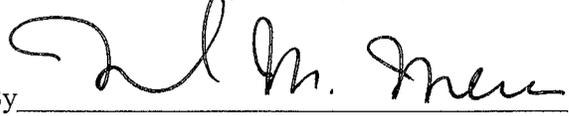
**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code 22.3107 authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM AND LEGALITY**

By 

Jan I. Goldsmith, City Attorney

By 

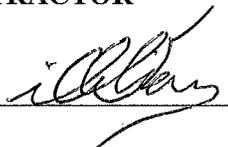
Print Name: Stephen Samara,  
Senior Contract Specialist

Print Name: Mark M. Mercer  
Deputy City Attorney

Date: 8-25-2014

Date: 8/28/14

**CONTRACTOR**

By 

Print Name: Wakehead Williams Raz

Title: Owner

Date: 6/30/14

City of San Diego License No.: B2012018122

State Contractor's License No.: 940082

**CONTRACT FORMS ATTACHMENTS**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

---

**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

\_\_\_\_\_ Handy Industrial \_\_\_\_\_, a corporation, as principal, and  
\_\_\_\_\_ Western Surety Company \_\_\_\_\_, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and  
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of  
\_\_\_\_\_ One Hundred Fifty Five Thousand and 00/100 \_\_\_\_\_ for the faithful performance of the  
annexed contract, and in the sum of \_\_\_\_\_ One Hundred Fifty Five Thousand and 00/100 \_\_\_\_\_ for the  
benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Museum of Man Interior Repairs** Bid Number **L-14-6198-DBB-1** San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

**CONTRACT FORMS ATTACHMENTS (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

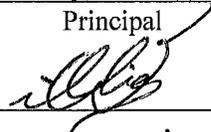
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The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated July 2, 2014

Approved as to Form and Legality

Handy Industrial  
Principal

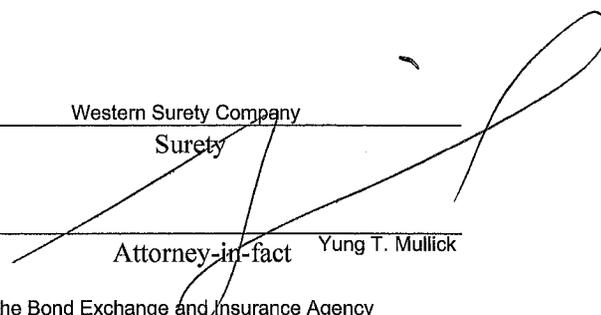
By 

Waheed Williams Raz  
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By   
Deputy City Attorney

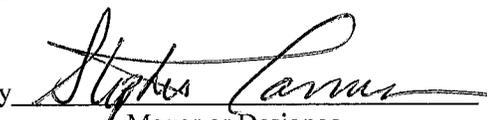
Western Surety Company  
Surety

By   
Attorney-in-fact Yung T. Mullick

c/o The Bond Exchange and Insurance Agency  
24800 Chrisanta Drive, Suite 160

Local Address of Surety

Approved:

By   
Mayor or Designee

Mission Viejo, CA 92691  
Local Address (City, State) of Surety

949-461-7000  
Local Telephone No. of Surety

Premium \$ \$4,650.00 WHICH IS SUBJECT TO CHANGE BASED ON THE FINAL CONTRACT AMOUNT

Bond No. 71562640

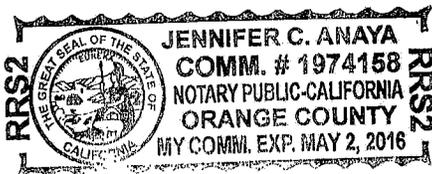
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of ORANGE

On JULY 2, 2014 before me, JENNIFER C. ANAYA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared YUNG T. MULLICK  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James W Moilanen, Yung T Mullick, Jennifer C Anaya, Individually**

of Mission Viejo, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of October, 2012.



WESTERN SURETY COMPANY

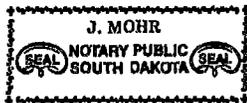
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 19th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2 day of JULY, 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

PROJECT TITLE: Museum of Man Interior Repairs

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

Handy Industrial

(Name under which business is conducted)

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

Signed

Waheed Williams Raz

Printed Name

Waheed Williams Raz

Title

Owner

## CONTRACTOR CERTIFICATION

---

### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Museum of Man Interior Repairs

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

Handy Industrial

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed

W. Williams

Printed Name

Waheed Williams Raz

Title

Owner

## CONTRACTOR CERTIFICATION

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Museum of Man Interior Repairs

I declare under penalty of perjury that I am authorized to make this certification on behalf of Handy Industrial, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 30th Day of June, 2014.

Signed

William Raz

Printed Name

Wahed William Raz

Title

Owner

**AFFIDAVIT OF DISPOSAL**

**WHEREAS**, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

**Museum of Man Interior Repairs**

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-14-6198-DBB-1** SAP No. (WBS/IO/CC) **S-11101** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush; trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

**NOW, THEREFORE**, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

and that they have been disposed of according to all applicable laws and regulations.

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Contractor  
by

**ATTEST:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State