



**Invitation to Bid (ITB) for  
As-Needed Asbestos, Lead and Mold Abatement Services**

<b>Solicitation Number:</b>	10089664-20-B
<b>Solicitation Issue Date:</b>	June 26, 2020
<b>Questions and Comments Due:</b>	July 6, 2020 @ 12:00 p.m.,
<b>Response Due Date and Time ("Closing Date"):</b>	July 15, 2020 @ 3:00 p.m.
<b>Contract Terms:</b>	Five (5) years from Effective Date, as defined in Article 1, Section 1.2 of City's General Contract Terms and Conditions.
<b>City Contact:</b>	Beverly Asbill – Gumbs, Supervising Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, California 92101 Basbillgumbs@sandiego.gov (619) 236-5923
<b>Submissions:</b>	Bidder is required to provide one (1) original hard copy and one (1) electronic copy (e.g. thumb drive or CD) of their response, as described herein.  Completed and signed ITB signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.  <b>Note: Emailed submissions will not be accepted.</b>

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089664-20-B, As-Needed  
Asbestos, Lead and Mold Abatement Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089664-20-B, As-Needed Asbestos, Lead and Mold Abatement Services (Contractor).

**RECITALS**

On or about 6/26/2020, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide asbestos, lead and mold abatement services as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Service.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of five (5) years beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed the not to exceed amount, which will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance. \$ 2,996,125 Initial **MB**

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V  
CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> The Contract
- 2<sup>nd</sup> The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3<sup>rd</sup> Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.



5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

**CONTRACTOR**

CITY OF SAN DIEGO  
A Municipal Corporation

Janus Corporation

Bidder

1220 Keyston Way

Street Address

Vista, CA 92081

City

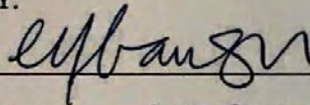
(760) 598-7374

Telephone No.

juana@janusc Corp.com

E-Mail

BY:



Print Name: CHRISTIANA GAUGER

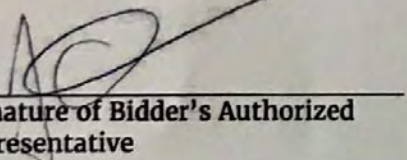
*interim* Director

Purchasing & Contracting Department

9/1/2020

Date Signed

BY:



Signature of Bidder's Authorized Representative

John Denton

Print Name

Branch Manager

Title

07/14/2020

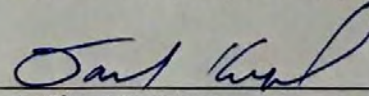
Date

Approved as to form this 3<sup>rd</sup> day of

September, 2020.

MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney DAVID KRIPFEL

**EXHIBIT A  
INSTRUCTIONS AND BID REQUIREMENTS**

**A. BID SUBMISSION**

**1. Timely Bid Submittal.** Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Bids.** The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

**1.3 Bid Due Date.** Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

**1.4 Pre-Bid Conference.** No pre-bid conference will be held for ITB.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

**2. Submission of Information and Forms.**

**2.1 Completed and signed Contract Signature Page.** If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2 Exceptions requested by bidder, if any.** The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of

bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. **Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. **Addenda.** The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. **Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. **Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 **Items Offered.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 **Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design,



performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Bidder is responsible for verifying all prices and extensions before submitting a bid.

**7.1 Modification or Withdrawal of Bid before Bid Opening.** Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Bid Modification or Withdrawal of Bid After Bid Opening.** Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

**9. Public Records.** By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for

release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, and include any other costs required to provide the requirements as specified in this ITB.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

**3. Escalation.** An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

**C. BID OPENING.** All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not



unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

#### **D. EVALUATION OF BIDS**

1. **Low Bid Award.** A contract will be awarded to the lowest responsible and responsive bidder. The City shall issue work to the secondary Contractor with a minimum aggregate value of \$1,000.00. The next lowest bidder shall otherwise only be used when the primary Contractor cannot perform the work in the City's required timeframe.

2. **Additional Information.** The City may require bidder to provide additional written or oral information to clarify responses.

3. **Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. **Waiver of Defects and Technicalities.** The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. **Rejection of All Bids.** The City may reject any and all bids when to do so is in the City's best interests.

#### **E. ANNOUNCEMENT OF AWARD**

1. **Award of Contract.** The City will inform all bidders of its intent to award a Contract in writing.

2. **Obtaining Bid Results.** Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. **Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**F. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD.** The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. **Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. **Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. **Business Tax Certificate.** All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. **Reserved.**

5. **Reserved.**

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**EXHIBIT B  
SCOPE OF WORK**

**A. SPECIFICATIONS.** The City of San Diego (City), Environmental Services Department (ESD), requires the services of an Asbestos, Lead and Mold Abatement contractor (Contractor) on an as-needed basis. This contract will also be utilized for emergency clean up and/or repair requiring arrival at a job site within four (4) hours or less after notification. The majority of projects will be planned abatement (during fiscal year 2021 only three (3) emergency responses were required).

This contract may also be used to fulfill abatement tasks for various grant-funded programs under the Lead Safety and Healthy Homes Program working in private residential homes. Within these projects asbestos, lead and mold abatement exists, and at time the potential workload could require the fulfillment of abatement activity from this contract on residential properties.

**B. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.**

	Registration No.	Expiration Date	Name
DIR Registration No. - Asbestos	1000000894	06/29/2022	Janus Corporation

**C. LICENSES.** To perform the work described in this solicitation, bidders must hold the following current licenses and California Department of Public Health Lead Abatement Worker certifications. At least one person shall hold a California Department of Public Health Lead Abatement Supervisor certification when working on Lead abatement projects.

	License Number	Expiration Date	Name
State of California Contractor's License	Class: A, B, ASB, C-2 C21, C22, HAZ No.: 572682	07/31/2021	Janus Corporation
State of California General Contractor's License	License No. 572682	07/31/2021	Janus Corporation
California Highway Patrol – Hazardous Materials Transportation License	License No. CA0065137	01/31/2021	Janus Corporation
California Dept. of Toxic Substances Control – Hazardous Waste Transportation Registration No.	Registration No. 2698	06/30/2020	Janus Corporation



	License Number	Expiration Date	Name
EPA Renovation, Remodeling, and Painting Firm Certification	Certification ID No. NAT-22622-3	04/27/2025	Janus Corporation
EPA Transporter ID Number	ID No.		
California Department of Public Health Lead Abatement Worker certification ID Number	Certification ID No. LRC-00000788	05/15/2021	Jaime Ochoa
California Department of Public Health Lead Abatement Supervisor certification ID Number	Certification ID No. LRC-00003086	09/20/2020	Juan Ahumada

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.

**D. SITE INVESTIGATIONS.** Contractors will be responsible for verifying the scope of work for each site or project. The Contractor is responsible for investigating the work site and be satisfied as to the conditions to be encountered, quantities of materials to be furnished, and as to the requirements of the bid, plans and specifications.

**E. SAMPLING AND ANALYTICAL TESTING REQUIREMENTS.** A suspect item or waste that may be hazardous or contain a hazardous or regulated component shall be separated from other waste for the City's determination if a Waste Characterization is needed or if the suspect item or waste had been identified in the contract.

Each testing method shall be approved by the City as appropriate for the sample being tested prior to having a certified laboratory conduct the test. Representative samples shall be obtained for each waste to be tested with the sampling procedure pre-approved by the City.

The City shall be contacted prior to sampling and be present to observe the sampling. Items sampled without the presence or approval of the City may require the item or waste to be re-sampled.

Containers (e.g., jars, bags, etc.) used for sampling shall be certified by a State Licensed Hazardous Waste Laboratory as "pre-cleaned." Samples shall be sent to a State Licensed Hazardous Waste Laboratory for testing. The Laboratory shall have a valid State license for each requested test to be conducted on the sample. The sample testing time and preliminary results shall be available on the 5th working day after the sample was taken.

A final copy of all analytical test results and the sampling chain-of-custody form shall be

provided to the City within one (1) working day of receipt from the State hazardous waste certified testing laboratory.

**F. BID NOTICE FOR EMERGENCY WORK.** The City shall notify the Contractor a minimum of four (4) hours in advance of needing services performed for emergency work.. Proposer shall provide the City with emergency phone numbers that shall ensure the availability of a Representative twenty-four (24) hours each day of the week. Proposer shall have the ability to communicate with the City via electronic mail and mobile communication devices.

**G. GENERAL.** The asbestos work is primarily gross removal of asbestos-containing materials (ACM). For asbestos abatement, the work typically is removal but may also include repair, encapsulation, enclosure, packaging, and cleanup of ACM. Work may include, but is not limited to small operation and maintenance cleaning, small spill cleanup, small scale abatement, or ceiling tile access.

The lead work is primarily the preparation of painted surfaces containing lead paint (PSCLP) prior to re-painting through hand-scraping methods or other mechanical means. It may also include other lead hazard control activities such as abatement (e.g., paint removal, building component replacement, soil abatement, enclosure), intermediate controls (e.g., encapsulation), and interim controls (e.g., paint film stabilization, dust removal, treatment of friction and/or impact surfaces and soil controls).

The mold abatement work is always either gross removal of building materials affected with fungal growth or detailed cleaning of surfaces in which fungal growth has been visually identified or confirmed by laboratory analysis. Work may include, but is not limited to, small operation and maintenance cleaning, small to large scale flood mitigation, or small to large scale component removals such as walls, ceiling, or flooring damaged by water intrusion occurrence.

Because this contract is intended to be used for multiple "as-needed" abatement projects during the life of the contract, a general scope of services have been outlined in this contract. A project specific scope of work will be created and agreed upon prior to the commencement of each individual project.

Contractor shall be responsible for furnishing all labor, equipment, and material as necessary to perform the scope of each project assigned by the City's Asbestos, Lead and Mold Program Manager or designee (ALMP). All work shall be done in accordance with the scope of work approved by both parties per paragraph K, item 1 (one). The City ALMP shall have final approval of specifications given for each project. 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 shall assume full responsibility and liability for the compliance with applicable Federal/State/Local regulations pertaining to work practices, protection of workers, and visitors to the site, person, occupying areas adjacent to the site, transporting, and disposal of waste.

The Contractor shall be a licensed hazardous waste transporter and may consolidate asbestos-containing waste at the Contractor's storage yard or other pre-agreed upon location or provides other means to ensure all waste is removed from the project site before the end of the project.

**H. CONTRACTOR RESPONSIBILITIES.** Contractor is responsible for ensuring that worked performed under this contract by Contractor's employees, representatives, and/or subcontractors conforms with the specifications and guidelines herein, adheres to best-practice standards for asbestos, lead and mold abatement, and complies with all applicable federal, state and local regulations.

- 1. Safety Requirements.** All work performed under this contract will be performed in such a manner as to provide maximum safety to the public and employees and shall comply with all safety provisions and regulations. The Contractor is responsible for abiding by all CAL OSHA requirements, including the labeling of containers. Contractors who have ten (10) or more employees shall have an injury/illness program as required by CAL OSHA. The Technical Representative reserves the right to issue a stop-work order to the contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

It is the Contractor's responsibility to ensure that adequate warning signs are posted, and all safety regulations are adhered to.

Personal Protective Equipment (PPE) shall be supplied by the Contractor to Contractor's employees and properly used at all times.

- 2. Damages.** Contractor's personnel will immediately report any damages, defects, leaks, power outages, or any other problems or irregularities including any injuries to the Technical Representative or designee.

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of said Contractor or Contractors employees in connection with the performance of this work.

- 3. Parking.** If at any time Contractor shall be on the premises of the City, then Contractor is responsible for all parking fees, tickets, and permits. The Contractor shall also obey all parking regulations.
- 4. City Work Rules.** Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations. Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedule without the prior approval of the Technical Representative.

**I. PAYMENTS WITHELD.** The City may withhold payment for services not performed and for unsatisfactory or substandard work not corrected to the satisfaction of the Technical Representative within the time specified. Such deductions shall not prevent the



City from proceeding with termination of the contract in accordance with Article IV of Exhibit C The General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts.

When negligence on the part of the Contractor results in excessive use or a waste of water, the estimated cost of this water shall be deducted from invoices submitted by the Contractor.

The City may also withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Overpayment of invoices.
2. Claims filed against the City for damage caused by the contractor's acts or omissions, or reasonable evidence indicating probable filing of claims.
3. Repairs required as a result of contractor's negligence to include labor, materials, and equipment.

**J. PAYMENT.** To receive payment, the Contractor is required to submit invoices to City of San Diego Environmental Services / D & EP, 9601 Ridgehaven Court, Suite 310, ATTN: Asbestos, Lead and Mold Program or by email to [ALMP@sandiego.gov](mailto:ALMP@sandiego.gov). Invoices must be received by the City no later than seven (7) business days from the date of invoice. If invoices are not received within 7 days, then the Contractor must submit new invoices with the new date. Invoices will not be paid until all submittals referenced in paragraphs K & L and forms/attachments are received.

**Contract Administrator:**

Asbestos, Lead and Mold Program Manager  
Environmental Services Department  
9601 Ridgehaven Court, Suite 310  
San Diego, CA 92123  
Telephone No.: 858.573.1277

**K. SUBMITTALS REQUIRED PRIOR TO EACH PLANNED PROJECT.** The awarded Contractor will be required to submit the following before each project. (Do not turn in with your ITB proposal.) In Emergency situations the submittals may be submitted after work has begun as agreed upon by the ALMP Supervisor or Program Manager.

Contractor shall provide a written estimate within three (3) working days of site visit for planned projects that will include:

1. Scope of work. (Agreed upon by both parties.)
2. Containment methodology that will be used including site plan if requested by City.
3. Number of days.
4. Crew size.
5. Estimated number of worker hours necessary to perform the work assigned.
6. Estimate of costs associated with pricing in BB. Pricing Page(s) or other reimbursable line items.

7. A not-to-exceed price. (Based on Fully burden rate and hours specified in BB. Pricing page.)
8. Permits, notifications, and licenses needed to perform work.
9. Update of any new personnel certifications and acknowledgment forms (Attachments B and/or C, as applicable).
10. Complete equipment list and products that will be used on each project. This will include all Safety Data Sheets.

**L. SUBMITTALS REQUIRED DURING AND UPON COMPLETION OF PROJECTS (DO NOT SUBMIT WITH YOUR ITB PROPOSAL.)** Asbestos, Lead and Mold submittals as follows:

1. Daily personnel air sampling results are required to be submitted to ALMP within the next working day from the end of each work shift during project. (Asbestos/Lead work only)
2. All waste associated with the project, including hazardous waste, shall be removed from the job site no later than the last day of the project. Contractor will not be allowed to store waste on-site after the project has been completed.
3. Certification of Visual Inspection (see Attachment D).
4. Entry & Exit log for containments and/or regulated areas.
5. Project labor sheets and other unit costs shall be provided each day of work. City ALMP shall review and sign each day to verify costs that will be paid if true and correct.
6. Daily project logs.
7. All other relevant project data including documentation related to any injury while on the project.

For Contractor personnel that worked on the project, provide a copy of asbestos and/or lead certification, respirator fit test, and medical clearance.

**M. SITE CONDITIONS.** Water, electricity, and sanitary facilities are available on-site and will be provided by the City at no charge to the Contractor to the extent available under current conditions before and during the abatement project (for example, some demolition sites may not have water and/or power). It shall be the obligation of the Contractor requiring temporary facilities to investigate and make specific arrangements with the City for such facilities. If ALMP agrees that water, power, and/or portable toilet facilities are necessary for a specific project, the City will reimburse Contractor at invoice cost. Portable toilet facilities must include a sink with running water, soap, and paper towels.

The Contractor is responsible for performing his/her own electrical hook-ups, using a qualified electrician when required.

The Contractors use of the premises shall be limited to the work areas indicated for each specific project to allow for owner/occupancy and use by the public in areas where no asbestos and/or lead hazard and/or mold control activities are taking place.

All site rules and regulations affecting the work shall be followed while engaged in project activities. The existing building shall be maintained in a safe condition throughout the asbestos and/or lead and/or mold hazard control activities. The Contractor shall 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. The Contractor may utilize designated facilities (e.g., restrooms) if available during asbestos and/or lead and/or mold hazard control activities. It will be the responsibility of the Contractor to maintain the existing condition of these facilities while they are using them.

The Contractor shall be responsible for his/her own daily personnel samples as required by CAL OSHA. The CAL OSHA sample results shall be submitted to City's ALMP within twenty-four (24) hours of the end of each project day. The City may randomly monitor workers to collaborate personal exposure evaluations.

The Contractor is responsible for all damages caused by him/her in and around the work area. If Contractor is unable to repair damages to the satisfaction of the City, costs may be deducted from Contractor's payment or claim submitted against the Contractor's insurance.

Building occupants and visitors will not be allowed to enter the specific asbestos, lead, or mold hazard control areas. Re-entry by non-abatement personnel is only permitted after the area is deemed to be "cleared." Contractor shall secure work area from access by public, staff, or users of the area. Accomplish this where possible, by locking doors, gates, or other means of access to the area. Barricade fence (temp plastic-type fencing) is considered the normal practice of securing an outside area from unauthorized access in high and low traffic areas. Work area delineation shall occur at a minimum of no less than 12 feet from the radius of the work unless approved by ALMP prior to the start of the project.

The level of worksite preparation will vary from little or no preparation to complete isolation and containment. Factors that determine the level of worksite preparation include:

1. Interior or exterior work.
2. The type of hazard control technique used.
3. The extent of existing contamination.
4. The building layout.
5. Occupant re-location issues.
6. Worker protection.
7. Other construction work.

Demolition in relation to abatement work may be required as a part of the project scope of work.

Lead Work shall comply with the Department of Housing and Urban Development's (HUD) established worksite preparation levels found in Chapter 11 - 14 in their Guidelines for the Control of Lead-Based Paint Hazards in Housing (hereafter referred to as the HUD Guidelines). Contractor shall also ensure compliance with the City's Lead Hazard Prevention



and Control Ordinance.

The need for pre-cleaning will be decided by ALMP on a case by case basis.

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 Contractor's Certified Supervisor and the City's ALMP.

Follow all lead requirements under Title 8 California Code of Regulations, Title 8, Section 1532.1, and San Diego Municipal Code 54.1001 *et seq.*

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.

If paint film stabilization is the abatement method the ALMP has identified as project scope of work, the Contractor may be required to repaint identified surfaces after the lead hazard has been removed and clearance is achieved.

If component replacement is an abatement method the ALMP has identified as the project scope of work, the Contractor may be required to replace the component.

Materials and labor associated with component replacement will be considered an additional cost and will not be included in the hourly rate.

Contractor shall follow all chemical release requirements in the California Code of Regulations (CCR), Title 19. City guidelines can be found in Appendix E of this contract.

**N. DISPOSAL OF REGULATED WASTES.** Asbestos waste generated while performing work for this contract includes packaging, labeling, storage, containment, and disposal of hazardous and regulated wastes as noted in BB. Pricing Page, Section 2: Additional Fees. Asbestos-related hazardous wastes shall be disposed of at a pre-approved State of California or other out-of-state landfill. Disposal of non-friable/non-hazardous Asbestos waste shall be disposed of at a pre-approved California municipal class III landfill.

Disposal of the lead-related hazardous wastes shall be to a pre-approved incineration or recycling facility. Evidence of disposal by incineration or recycling must be provided to ALMP as described in paragraph Y section 1.A, "Hazardous Waste Disposal Costs". If these disposal methods are not available for a particular hazardous waste, landfilling may be acceptable upon approval by the ALMP.

The Contractor is required to make all reasonable efforts to minimize the amount of hazardous waste generated from each project.

**Construction and Demolition (C&D) Debris Deposit Ordinance:** For non-hazardous waste disposal including mold-contaminated waste the Contractor must comply with the City's C&D Recycling Ordinance. Lead painted construction debris with intact paint must be

tested by a certified hazardous waste laboratory for heavy metals in order to characterize the waste prior to disposal as noted in paragraph Y section 1.A, Hazardous Waste Disposal Costs. Testing conducted must determine if the waste is a Resource Conservation and Recovery Act (RCRA), RCRA (federally regulated), or non-RCRA (California regulated) hazardous waste.

**O. HAZARDOUS MATERIALS, WASTE STORAGE, AND MANAGEMENT.** Hazardous substances, hazardous wastes, or items, and equipment containing hazardous substances or hazardous wastes shall be handled in such a way as to minimize the possibility of a release.

Hazardous substances shall always be kept in an approved, compatible, and closed container with a legible label identifying the contents. No interim containers shall be acceptable.

Asbestos-containing waste material shall be stored in such a way to comply with the San Diego Air Pollution Control District's Rule 1206 and any other applicable local, state, or federal regulation.

Containers used to package hazardous waste shall be compatible with the waste (22 CCR 66265.172), maintained in good condition (22 CCR 66265.171), and kept closed unless adding or removing waste (22 CCR 66265.173).

Different waste types shall be stored in separate containers and incompatible wastes shall never be combined or stored near each other.

Any packaging used to store and or transport hazardous waste off-site such as a container, roll-off bin, tank or other devices, shall comply with 49 Code of Federal Regulations (CFR) Parts 173, 178, 179 and be labeled and prepared for transportation in accordance with 22 CCR Article 3.

A hazardous waste label shall be affixed to the container and filled out when the first amount of hazardous waste or hazardous substance is placed in the container. The label shall include the generator information, contents of the container, physical state and hazardous properties of the waste, and the initial accumulation date. The Contract appendices contain a sample hazardous waste label.

The Contractor shall use a numbering system to identify each hazardous waste container. Each hazardous waste container shall be marked with an identification number specific to that individual container.

Additional pre-transportation labeling and marking or using placards shall be conducted prior to transporting hazardous waste off-site and in accordance with 22 CCR Chapter 12, Article 3, and 49 CFR.

Containers, containment systems, and tanks of hazardous materials and hazardous waste shall 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 (22 CCR 66265.31).

Secondary containment shall be provided at a minimum for storage areas containing 55 gallons or more of hazardous material or hazardous waste. The secondary containment area shall be capable of holding the contents of the largest container plus 10% of that volume or in accordance with applicable regulations (22 CCR 66264.175).

Secondary containment areas shall be maintained so any releases will be confined within the secondary containment area. Rips, tears, cracks, breaks, etc. that compromise the integrity of the secondary containment shall be immediately repaired.

Secondary containment systems shall be maintained free of dirt, debris, or liquids. If any chemical is released into the secondary containment system, it shall be removed immediately.

Material used in or around the secondary containment area which has been contaminated with a hazardous material or hazardous waste shall not be disposed of until a hazardous waste determination has been performed in accordance with these specifications.

Contaminated materials include, but are not limited to, plastic sheeting, absorbents, dirt, sand, and kitty litter. Contaminated materials found in or around containment areas shall be immediately cleaned up.

The Contractor shall perform weekly inspections of their hazardous material and hazardous waste storage areas to comply with the regulations (22 CCR 66265.174). If the project exceeds seven (7) days, an inventory of hazardous waste containers will be kept noting each waste container and its accumulation start date. Inspections shall be documented and copies provided to the City upon request.

If the Contractor encounters, causes the release of, or has knowledge of a release or an imminent release of hazardous substances, work in the area shall immediately cease except in an emergency. Any substance which is toxic, corrosive, an irritant, a strong sensitizer, flammable, combustible, or radioactive or may cause substantial personal injury or substantial illness as a proximate result of any customary or reasonable foreseeable handling or use is considered a hazardous substance. The Contractor shall immediately notify the ALMP and County of San Diego, Department of Environmental Health (DEH) at (619) 338-2222 (during business hours) or by calling 911 (outside business hours). If there is an immediate fire, explosion, health, or safety threat, the Contractor shall notify the Fire Department via 911.

A waste determination shall be performed on all potential hazardous waste or regulated waste generated at a site within ten (10) days of generation, but not later than the end of the project, to determine if it meets hazardous waste criteria in accordance with 22 CCR Division 4.5 or any other pertinent law or regulation which could restrict the disposal of the waste to a municipal landfill, sewer discharge, or storm drain discharge. The results of all waste determinations shall be submitted to the City for concurrence prior to any disposal or discharge of the waste in question.

Incomplete or inconclusive waste determinations conducted by the Contractor, as determined by the City, will be returned to the Contractor for additional information or testing. The City's approval of the final determination of the waste and the disposal or discharge location shall be required.

**P. HAZARDOUS WASTE ACCUMULATION TIME.** Each container of hazardous waste shall be shipped off-site for disposal by a registered hazardous waste transporter within ninety (90) days of the date of initial generation or by the end of the Project, whichever comes first,

**Q. TRANSPORTATION REQUIREMENTS.** The City will provide the Contractor with the EPA Generator Identification number for each project site. This number is site-specific and shall only be used on hazardous waste disposal documentation for the appropriate site where the waste was generated. A hazardous waste manifest, or when appropriate, a bill of lading, non-hazardous waste manifest or other appropriate disposal documentation shall be completed in accordance with 22 CCR Chapter 12, Article 2 and 49 CFR for any shipment of hazardous waste leaving the Site.

ALMP or other designated City representative will sign the hazardous waste manifest or disposal documentation as representing the hazardous waste generator at the time the hazardous waste is being removed from the Site. Pre-signed hazardous waste manifests or bills of lading are not acceptable.

The Contractor shall only ship hazardous waste using a City pre-approved licensed hazardous waste transporter with a valid insurance certificate showing a **minimum of \$1,000,000 Environmental Pollution Liability insurance**. The hazardous waste shall be sent only to a City pre-approved treatment, storage, and disposal facility (TSDF) in accordance with 22 CCR Chapter 13.

Any Contractor who allows the transportation or disposal of hazardous waste from a City site by an unlicensed hazardous waste transporter, upon conviction, shall be subject to 1 year in prison and fined up to \$100,000 per day Health and Safety Code (HSC), (HSC 25163, 25189.5).

**R. MANAGEMENT OF SPECIFIED WASTES.** Hazardous material that is removed from empty hazardous materials containers shall be used as hazardous material or disposed of as a hazardous waste. The Contractor shall mark each container with the date it was emptied and manage the container at the end of the project by using any of the following methods:

1. Reclaim the scrap value of the container;
2. Send the container off-site for reconditioning or remanufacturing;
3. Send the container back to the manufacturer; and
4. Dispose of as hazardous waste.

For containers five (5) gallons capacity or less, once the container is empty, it may be disposed of to the regular trash.



Aerosol spray containers may be disposed of in the regular trash if the contents and propellant have been emptied to the maximum extent practical under normal use (i.e., the spray mechanism was not defective and thus allowed the complete discharge of the contents and propellant). Aerosol spray containers shall not be punctured, crushed, or altered in order to remove or release any remaining contents or propellant for the purpose of emptying the container for disposal to the trash.

A compressed gas cylinder is empty when the pressure in the container approaches atmospheric pressure.

**S. REGULATORY REPORTING FOR CHEMICAL RELEASE OR THREATENED RELEASE.**

Chemical releases or threatened releases involving a gas, liquid or solid hazardous materials or hazardous waste shall be immediately assessed utilizing the County Department of Environmental Health's Assessment Form as a guide to determine if the incident requires regulatory reporting to the California Emergency Management Agency, County Department of Environmental Health, Hazardous Materials Division, the National Response Center and any other pertinent regulatory agency. See the Contract appendices for a copy of County Department of Environmental Health's Assessment form.

Lack of timely reporting a chemical release or threatened release shall be subject to fines and penalties by the County of San Diego and any other pertinent regulatory agency.

Chemical releases or threatened releases involving a gas, liquid, or solid hazardous materials or hazardous waste shall be immediately reported to the City.

Chemical releases caused by the Contractor and any contaminated media (rags, absorbents, soil, etc.) shall be immediately contained, cleaned up, and handled as hazardous waste at the Contractor's expense. The waste shall be handled as hazardous waste unless a complete hazardous waste determination, as approved by the City, is performed indicating the waste to be non-hazardous.

A Chemical Release Report Form (Attachment E) or similar document shall be completed and faxed to the City at the designated number within 4 hours of the occurrence of the chemical release for all incidents of hazardous materials or hazardous wastes in quantities equal to or exceeding 5 gallons in quantity or for any size release that required regulatory reporting as determined by the County Department of Environmental Health's Assessment form. The Contract attachment contain a blank Chemical Release Report Form.

**T. SUPPORT ACTIVITIES.** The City's ALMP will not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work. The presence of any City's Representative shall NOT excuse the Contractor in any way for defects of EPA or CAL OSHA safety or asbestos or lead or mold exposure violations discovered during the abatement operations. It is understood that the City will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the Contractor.

The City's ALMP will be empowered to represent the City and will carry out the following:

1. Enforce the contract requirements and state, local, and federal regulations.

2. Agree with the Contractor on pre-abatement conditions of the work area and determine the scope of work.
3. Inspect the project site.
4. Review work progress.
5. Observe activities during abatement. Perform bulk, dust or air sampling as required. Contractor shall provide power extension cords for sampling if required.
6. Perform final inspection and clearance sampling as appropriate.
7. Request, review, and maintain Contractor submittals.

The City's ALMP shall have the authority to stop any project activities if they are not being performed in accordance with regulations or the requirements of each specification.

The City's ALMP shall have the authority to modify project specifications to conform to problems as they arise during the course of the project.

Final clearance inspection and sampling must be performed by a City designated representative. It will not be performed by the Contractor (although the Contractor may and should perform their own clearance testing). In most cases clearance consists of two (2) steps; visual examination and environmental sampling.

- a. **Visual Examination for Determination of Completed Work:** This is a determination that the work specified in the scope of work has been completed satisfactorily. For surfaces that are to be re-painted, it is important this examination occurs prior to the re-painting (to determine that either all the paint has been removed (abatement) or that the deteriorated paint has been stabilized (interim controls). Next, the surfaces should be examined for settled dust and debris. If dust or debris is visually noted, the Contractor will be required to re-clean prior to samples being collected.

If no such dust/debris is found, the City ALMP will complete a Certificate of Visual Inspection (Attachment D) for the area or for multiple areas. The Certified Supervisor will also sign this Certificate.

Substances requiring analytical testing shall be sampled and tested in accordance with the sampling and analytical testing requirements in these specifications.

- b. **Environmental Sampling:** The number and location of samples will be determined on a case-by-case basis. The numerical criteria will also be determined on a case-by-case basis (determined at the beginning of the project by City's ALMP). Most clearance sampling in occupied space will require at least twenty-four (24) hours from sampling before results are provided.

If clearance samples fail clearance thresholds then the Contractor is responsible for costs associated with re-cleaning the work area and additional clearance sample laboratory costs.

Area air monitoring may be required on a case-by-case basis and will be performed by City designated representative.

**U. SAFETY DATA SHEETS.** All bidders must submit with their proposal one (1) copy of the safety data sheet (SDS) for each product used. Only those products whose label and SDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

**V. QUALITY ASSURANCE MEETINGS.** Contractor will be required to schedule at least one (1) meeting annually with City's Contract Administrator to discuss the Contractor's performance. This meeting should be scheduled no later than eight (8) weeks from the date of commencement of work. At this meeting, City's Technical Representative will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon the Contractor's performance.

**W. SUSPENSION OF WORK.** The Purchasing Agent unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of such period of time as he or she may determine to be appropriate for the convenience of the City.

**X. COOPERATION AND TRANSITION.** Contractor shall cooperate with the City at the expiration of the Contract and the incumbent Contractor in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

**Y. ADDITIONAL INSURANCE.** Contractor shall not begin any performance under the contract until it has provided the City with evidence of the following insurance coverage, in addition to the coverage required under Section 7.2 of the General Contract Terms and Provisions, revised October 13, 2014.

- **Commercial Automobile Liability Insurance.**

1. Business Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$3,000,000 per accident for bodily injury and property damage. Additionally, transporters of hazardous wastes are required to carry the MCS-90. The MCS-90 is a required endorsement to a Business Automobile Liability policy for hazardous material/waste transporters.

- **Contractors Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your 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 and/or Asbestos Legal Liability (if the project involves environmental hazards).

2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall 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 shall not exceed \$25,000 per claim without prior approval from the City.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall 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 shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 5 year extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

- **Contractors Pollution Liability Insurance Endorsements.**

**Additional Insured.**

1. The policy or policies shall 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 shall 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.

2. 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 are 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 shall be limited to obligations permitted by California Insurance Code §11580.04.

**Primary and Non-Contributory Coverage.** The policy or policies shall 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 shall be in excess of your insurance and shall not contribute to it.

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

**Z. PRICING INSTRUCTIONS.** The pricing (which is to be provided in BB. Pricing Page) shall include all costs associated with performing the work outlined for each project. The hourly rate shall include, but is not limited to, the following: labor, equipment, and materials required performing all asbestos, lead, and mold-related work, estimating, all required insurance, supervision, administration, and other overhead costs and profit. (Fully Burdened)

The pricing is divided into 2 sections. Section 1 is for asbestos, lead, and mold-related work regular hourly rate, premium hourly rate, prevailing wage regular hourly rate, prevailing wage premium hourly rate, and overtime hourly rate, prevailing overtime hourly rate, premium prevailing overtime rate. The regular hourly rate shall be for work performed between 6:00 a.m. through 6:00 p.m., Monday through Friday. The premium hourly rate shall be for work performed between 6:00 p.m. and 6:00 a.m., Monday through Friday. In addition, all hours worked on Saturday, Sunday, and Monday until 6:00 a.m. shall be compensated at the premium rate. Overtime will only be granted for work performed in excess of an 8-hour workday. These 8 hours must have been spent only on City of San Diego Projects and cannot be accumulated for workers coming from other non-city projects. Approval for overtime must be granted in writing by the assigned Asbestos, Lead and Mold Program representative before the end of the normal 8-hour workday. Some of the work identified by City ALMP will require a prevailing wage. The prevailing wage is determined by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1. Certified payroll is required to be included in the project close out. During the scope of work review and project estimating stage, the City ALMP will inform the Contractor if the project is prevailing wage rate.

Lead encapsulating compounds qualify for direct invoice reimbursement. It is rare for the City to use "encapsulation" as a lead abatement method and the Contractor will be requested to submit their recommended product if encapsulation is chosen as the best method and City will review.

Section 2 pricing is for other types of costs not included in the hourly rate. The only height equipment which qualifies for direct invoice reimbursement by contract includes crane,

scissor lift, cherry picker, boom truck, and scaffolding over ten (10) feet. All other required equipment shall be provided by the Contractor as a part of the hourly rate. The City ALMP shall approve the necessity of height equipment prior to the start of work.

1. **Hazardous Waste Disposal Costs:**

- a. The per bag disposal price (see BB Section 2) for asbestos, lead waste, and mold-contaminated waste shall be all-inclusive and include, but is not limited to, the cost of the bag, container, label, storage, disposal documentation, all costs associated with transportation and disposal of the waste.
- b. ALMP and Contractor will agree if the volume of waste and site location will be best suited for a roll-off bin container. Contractor will be reimbursed for actual roll-off bin disposal costs per 3<sup>rd</sup> party waste bin disposal invoice plus 5% administrative fee.
- c. The preferred method of lead hazardous waste disposal is incineration. If incineration is not possible because of material type, recycling is the next preferred option before landfilling. If landfilling is performed it must comply with all applicable regulatory standards. Contractor will be reimbursed directly per invoice costs. In some cases, the City may decide it is in its best interest to utilize a hazardous waste Contractor.
- d. ALMP will approve all laboratory costs required for a waste determination and associated laboratory costs will be reimbursed to Contractor per submitted invoice. The City reserves the right to perform the sampling and laboratory analysis for waste determination.

2. **Air Pollution Control District (APCD) Notification Fees:**

- a. APCD notification fees will be reimbursed to contract for a specific project that ALMP identifies that it is required. APCD Notification modification fees will also be reimbursed if the modification is required per the direction of ALMP. Notification modification fees will not be reimbursable if refilling is caused by Contractor error.

Bidders must provide all pricing for the information requested below in Sections 1 and 2 of the BB. Pricing Page tables in order to be considered responsive to this ITB.

3. **Section 1 of Pricing Tables**

- a. Bidder's pricing for Section 1 shall include all costs associated with performing the work outlined for each project, excluding costs for items under Section 2 of the pricing tables or that qualify for direct invoice reimbursement. The hourly rate shall be fully burdened and shall include costs including, but not be limited to, the following: labor, equipment, and materials required to perform all asbestos, lead and mold-related abatement work, and costs associated with required insurance, supervision, administration, and overhead.
- b. Equipment and materials to be included within Bidder's hourly rate under the

Section 1 pricing table include, but is not limited to:

- Duct tape; Spray glue; Staples
  - Wood, plastic, metal or other materials used for containments
  - Plastic; Shower – decons
  - Filtration; Negative air machines and filters
  - Dehumidifiers; HEPA vacuums; Vacuum bags and filters; Blower dryers
  - Ladders/scaffolding (excluding those noted in Section 2 pricing table) All hand tools; All power tools including HEPA shrouded devices
  - Snap cutter; Razor blades for scrapers
  - Lighting; Electrical cords
  - Hudson sprayers; Lock-down sprays; Airless sprayers
  - Bags (excluding those noted in Section 2 pricing table)
  - All employee personal protective equipment (PPE)
  - Barrier tape; Construction plastic fencing; Zipper doors Barrier cones; Signage
  - Water hoses; Spray nozzles
  - Waste containers (55-gal drums, 1 to 15-gal pails); Wheelbarrows
  - Cleaning supplies and equipment (mops, steam cleaners, detergents, rags, sponges)
  - Paint strippers; Mastic chemical remover (solvent); other solvents;
  - Biocides
- c. Section 1 of the pricing table is for bidder's asbestos, lead, and mold-related abatement work regular hourly rate, premium hourly rate, prevailing wage regular hourly rate, and prevailing wage premium hourly rate, regular, prevailing, and prevailing premium overtime hourly rate (for work in excess of an 8-hour workday while working only on a City of San Diego Project.)
- d. The regular hourly rate shall be for work performed beginning at 6:00a.m. through and including 6:00 p.m., Monday through Friday. The premium hourly rate shall be for work performed after 6:00 p.m. and up until 6:00 a.m., Monday through Friday. In addition, all hours worked after 6:00 p.m. on a Friday up until 6:00 a.m. on the following Monday shall be compensated at the premium rate.
- e. Some of the work will require payment of prevailing wages. Please refer to Section II, paragraph A of this ITB for the prevailing wage requirements that are applicable to any contract resulting from this ITB and Exhibit D.

#### 4. Section 2 of Pricing Tables

Section 2 pricing is for other types of costs not included in the hourly rates provided in Section 1 and as noted in the Section 2 pricing table. The per bag disposal price for asbestos, lead waste and mold-contaminated waste in Section 2 of the pricing tables (noted with \*) shall be all-inclusive and, without limitation, include the cost of the bag, container, label, storage, disposal documentation, and all costs associated with transportation and disposal of the waste.

## 5. Direct Invoice Reimbursement

The City and Contractor shall agree upon any direct invoice reimbursement items applicable to a particular project site when determining that project site's scope of work. The City shall reimburse Contractor for any agreed-upon direct invoice reimbursement items. The items described below provide examples of direct invoice reimbursement items that the City has previously reimbursed for the types of services that Bidder will provide under this ITB.

- a. Lead encapsulating compounds qualify for direct invoice reimbursement, subject to City approval of the lead abatement method.
- b. The only height equipment that qualifies for direct invoice reimbursement, plus 5% administrative fee, includes crane, scissor lift, cherry picker, boom truck, and scaffolding over ten (10) feet. All other required equipment shall be provided by the bidder as a part of the hourly rate provided in Section 1 of the pricing tables. The City shall approve the necessity of height equipment prior to the start of work.
- c. Bidder will be reimbursed directly per invoice costs, plus 5% administrative fee, for all incineration or recycling of lead hazardous waste.
- d. City and Bidder will agree if the volume of waste at a particular project site location is best suited for a roll-off bin container. Bidder will be reimbursed for actual roll-off bin disposal costs per third party waste bin disposal invoice plus 5% administrative fee.
- e. City will reimburse bidder for all laboratory costs required for a waste determination unless the City opts to perform the sampling and laboratory analysis unilaterally.
- f. County of San Diego, Air Pollution Control District, Asbestos notification fees as defined in this specification.
- g. Heavy equipment such as backhoes, skid loaders, etc. will be reimbursed at invoice costs, plus 5% administrative fee.
- h. If the project site's scope of work identifies the lead abatement method of component replacement, Contractor may be required to replace component(s). Materials and labor associated with component replacement will be considered an additional reimbursable cost beyond Contractor's hourly rate.

**AA. TECHNICAL REPRESENTATIVE.** The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.



**BB. PRICING PAGE(S)**

**1. City's Estimated Need.**

**SECTION 1-ASBESTOS, LEAD, AND MOLD REMOVAL (As specified in Paragraph Y)**

Item No.	Estimated Frequency	U/M	Description	Hourly Rate	Extension Cost
1.	500	HR	Asbestos, Lead and Mold Regular Hourly Rate per Person	\$ 108.00	\$ 54,000.00
2.	400	HR	Asbestos, Lead and Mold Premium Hourly Rate per Person	\$ 140.00	\$ 56,000.00
3.	10	HR	Asbestos, Lead and Mold Regular Overtime Hourly Rate per Person (for work performed in excess of 8 hours in one day on a City of San Diego Project)	\$140.00	\$1,400.00
4.	3500	HR	Asbestos, Lead and Mold Prevailing Wage Hourly Rate per Person	\$108.00	\$ 378,000.00
5.	20	HR	Asbestos, Lead and Mold Prevailing Wage Overtime Hourly Rate per Person (for work performed in excess of 8 hours in one day on a City of San Diego Project)	\$140.00	\$ 2,800.00
6.	400	HR	Asbestos, Lead and Mold Prevailing Wage Premium Hourly Rate per Person	\$140.00	\$56,000.00
7.	20	HR	Asbestos, Lead and Mold Prevailing Wage Premium Overtime Hourly Rate per Person (for work performed in excess of 8 hours in one day on a City of San Diego Project)	\$ 140.00	\$ 2,800.00
<b>TOTAL SECTION 1:</b>					<b>\$551,000.00</b>

**SECTION 2 – ADDITIONAL FEES**

Item	Estimated Amount	U/M	Description	Unit Cost	Extension Cost
1.	500	Bags	*Hazardous Waste Disposal of Asbestos Friable Waste Bags	\$ 18.50	\$ 9,250.00
2.	2000	Bags	*Disposal of Asbestos Non-Friable Waste Bags	\$9.25	\$18,500.00
3.	300	Bags	Trash/Mold Contaminated Waste Bags	\$8.00	\$2,400.00
4.	15	Bins	Trash/Mold Contaminated Waste – 40 Yard Waste Bins	\$805.00	\$12,075.00
5.	10	Bins	Trash/Mold Contaminated Waste – 25 Yard Waste Bins	\$600.00	\$6,000.00
<b>TOTAL SECTION 2:</b>					\$48,225.00
<b>TOTAL SECTIONS 1 &amp; 2:</b>					\$ 599,225.00

**OTHER PRICING:**

**NOTE:** FOR INFORMATIONAL PURPOSES ONLY.

This information will not be evaluated in the recommendation for award.

Occasionally, the City encounters various other hazardous wastes (e.g., fluorescent light bulbs, PCB ballasts, paint, mercury switches) that have to be collected, consolidated, and packaged for disposal. The individuals performing this work shall be forty (40) hour Hazardous Waste Operations and Emergency Response (HAZWOPER) trained. The actual disposal shall NOT be included in this hourly rate. The City will use existing contracts to properly dispose of any hazardous waste or universal waste.

**Hourly Rate for a forty (40) hour HAZWOPER trained person:** \$ 112.00 /hr.

**HAZWOPER Certification No.** see attached **Expiration Date:** 03/06/2021 **Name:** Saul Aguilera



Occupational Safety Training Systems  
O.S.T.S., Inc.

# Certificate of Completion

**Saul Aguilera**

*has participated in a 8 hour course and has successfully passed  
examination that qualifies for 40 hour  
Hazardous Waste General Site Worker Refresher training  
as required by CCR Title 8 § 5192(e) and 29 CFR 1910.120(e)*

\_\_\_\_\_  
**Issuer's Signature (O.S.T.S., Inc.)**

\_\_\_\_\_  
**March 6, 2020**

**Date**

O.S.T.S., Inc. • [www.ostsinc.com](http://www.ostsinc.com) • (877) 404-6787



**O.S.T.S., Inc.**  
(877) 404-6787

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\_\_\_\_\_  
3/6/20

Issue Date

\_\_\_\_\_  
Issuer's Signature

Visit the following websites  
for additional information:

[ostsinc.com](http://ostsinc.com)

[oshasafetytrainingvideos.com](http://oshasafetytrainingvideos.com)

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