



OXNARD UNION HIGH SCHOOL DISTRICT

ADDENDUM #1

BID: 629

**New HVAC Modernization
For
Adolfo Camarillo High School**

Bid Deadline: September 28, 2020 at 2:00PM

Electronic Acknowledgement Required:

Oxnard Union High School District
309 South K Street, Building G
Purchasing Department
Oxnard, CA 93030
Attention: Deanna Rantz
(Deanna.rantz@oxnardunion.org)

Item #1 of Addendum #1 – Revised and Added Structural that will supersede all other associated drawings. See district website for actual drawings (Exhibit A).

Item #2 of Addendum #1 - Additional Abatement Scope and Recommendation. See district website for actual Report (Exhibit B).

1. SCOPE OF WORK

The District or Project Manager has develop an individual scope of work for each project prior to the request for work.

The scope of this Request is for Removal and Disposal (Abatement) of existing materials including but is not limited to assessment, removal of containment, decontamination, mitigation, removal, transportation, disposal, and stabilization of Asbestos Containing Material (ACM) and/or Lead Containing Material (LCM), and related projects as part of the Districts Campus Building Improvements. The district preferred contractor for this portion of work (Venterra) but not limited to. All work under this request must be performed in strict compliance with all applicable federal, state, and local statutes, regulations, standards, and codes governing asbestos and lead abatement and any other trade work performed in conjunction with this request. The most recent edition of any relevant statute, regulation, standard, code or document must be used. Where any conflict exists among the federal, state, and local statutes, regulations, standards and codes and the requirements of this request and the most stringent requirements must be utilized.

The district has established and pre-qualified the noted firm for the work. The work and established scope shall be performed by noted contractor. The contractor may find the noted contractor sufficient for entire demolition portion of work if desired. This additional scope will require to be performed under the PLA requirements.

The Consultant (**Tabbara Corporation**) must be present, review and approve all site containments, inspections, and provide clearances.

2. PRICING

- a. The Contractor will include and submit pricing reflective of the scope defined within the attached report. Lump sum cost.**

Change or Addition Notes:

1. Additional Work: T&M pricing will be utilize for any newly found (Adds), unknown, unforeseen additional work.
2. When requested, the Contractor must provide a written, not to exceed estimate of the cost for each scope of work, or each agreed-upon phase (depending on the nature of the work), based upon time and materials.
3. OUHSD will not be unreasonable in allowing cost revisions in the event of unforeseen circumstances. If OUHSD determines that a revision to the original On-Site Method of Approach (assigned tasks and/or cost) are necessary, Consultant or Contractor must submit for OUHSD approval, written

documentation detailing the task and schedule revisions, the reasons for such revisions and requested cost adjustment.

4. The Contractor must keep a complete record of all labor, equipment, materials, and outside services expended in the performance of a Scope of Work under this agreement and must include such records with the final invoice for payment. Time of Retention.
5. The Contractor must provide the daily costs for all goods and services to the OUHSD Program Manager, upon request.
6. The Contractor must submit all copies of invoices for payment for review and approval.

3. ABATEMENT INSPECTIONS

- a. Prior to removal, all RACM must be clearly identified and listed with the quantities and locations by **(Tabbara Corporation)**. All Non-Friable Category I and II material that does not require removal per EPA's Revised Regulations dated November 20, 1990, and all negative samples must be included in the report.
- b. All Non-Friable ACMs that do not require removal according to NESHAP prior to demolition, provided they do not become friable in the demolition process, are not classified as asbestos waste. They become part of the demolition debris and must be handled as solid waste under the classification of Construction and Demolition Debris. Regulations for transport and disposal of construction debris must be followed. Any landfill accepting this type of waste may be used.
- c. All personal and area air monitoring reports must include a summary of locations and concentrations in fibers per cubic centimeter (f/cc), and copies of the laboratory reports.
- d. Abatement Contractor's design and management plans must be formatted as agreed upon by the Consultant and OUHSD, and must reflect the specific needs of OUHSD.
- e. The Consultant must provide proper documentation of surveys, abatement operations and maintenance expenses. The Consultant is responsible to furnish information and for the completion of notification forms.

4. INSPECTIONS (CONSULTANT/ Tabbara Corporation)

- a. The Consultant **(Tabbara Corporation)** must be present during all site inspections, estimations of quantity of work, or recognition of unusual or special conditions, which may affect a timely and scheduled completion of the work.
- b. **(Tabbara Corporation)** will conduct daily site inspection along with all other air and site clearance inspection throughout the duration of the project.
- c. The OUHSD must authorize designated representative's access to the work site, materials, records, or any other relevant data specified herein. Furthermore, OUHSD

must provide proper facilities for such access and inspection. Only authorized, trained personnel will be allowed on the work site providing that they have obtained clearance from OUHSD or it's CONSULTANT (**Tabbara Corporation**).

5. ASBESTOS CONTAINING MATERIAL ABATEMENT (CONTRACTOR)

The Abatement Contractor will provide services in support of various OUHSD's abatement activities at their facilities that may pose a liability to OUHSD. These services include, but are not limited to, initial response and abatement actions to minimize the threat to public health, safety, and the environment of the facilities or properties to prevent further contamination.

6. PROJECT MANAGEMENT (CONTRACTOR)

Services provided by the Abatement Contractor include, but are not limited to:

- Preparing initial estimates for all corrective actions as requested by OUHSD in accordance with purchasing procedures
- Removal of friable ACM/RACM prior to renovation and demolition activities
- Repair and maintenance of damaged ACMs
- Sending NESHAP notifications to the State or County NESHAP Coordinator for all demolitions, even when no asbestos is present and for all renovations where the amount of RACM to be disturbed is greater than 260 linear feet on pipes, greater than 160 square feet on other facility components, or greater than 35 cubic feet on facility components. The State or County NESHAP Coordinator must receive original notifications and revisions.
- Removal, prior to renovation, and demolition of small-scale, short-duration projects of RACM below threshold amounts (less than or equal to 260 linear feet on pipes, less than 160 square feet of surface, or less than or equal to 35 cubic feet on components) which require a courtesy notification to The State or County NESHAP Coordinator
- Cleaning up asbestos materials from unpredicted fiber release episodes
- Containing or encapsulation

7. DISPOSAL (CONTRACTOR)

a. The Abatement Contractor must provide any and all contract services as stipulated by the scope of work issued by OUHSD. Such services must be provided in a manner specified or approved by OUHSD to the satisfaction of OUHSD. The services must include the personnel, materials, and equipment required to complete the work.

BID NUMBER 629

OXNARD UNION HIGH SCHOOL DISTRICT

Addendum #1

- b. The logical sequence of work/services required under the contract is as follows:
- Initial response
 - Notification and scheduling
 - Site preparation
 - Implementation of corrective actions
 - Clean-up

8. RESPONSIBILITIES (CONTRACTOR Daily Reports)

- a. OUHSD request for services from an Abatement Contractor will provide specific written information pertaining to the project. This includes, but is not limited to:
- Physical address/legal description of the site where work will be performed. ASU will include a specific description of the site (e.g., boiler room, steam pipe tunnel, residential structure, commercial building, etc.)
 - Drawing(s) of the building area to be abated and/or a map(s) stating the location(s) of the building(s) to be abated
 - Copy(s) of survey report(s) including all lab test results identifying Category I and Category II materials, the condition of the materials, and the type and quantity of asbestos present
 - Description of the quantity of RACM friable asbestos material in square feet for surface material, in linear feet for pipe covering, and other description of miscellaneous materials
 - Purpose for the project
 - Availability of water, power, drains, and staging area for work stations, supplies, and waste trailers
 - OUHSD's designated representative(s) with the Asbestos/Lead Management Group and/or Project Manager
 - Time schedule requirements for the project
- b. A walk-through conference with the Abatement Contractor may be conducted prior to the start of the project. Additional site inspection may be performed at related to:
- Schedule for removal/cleanup □ Additional demolition requirements
 - Hazards associated with the project:
 - Hot/cold pipes or surfaces
 - Confined space entry
 - Other physical or chemical hazards that may be present
 - Requirements for replacement materials
 - HVAC shut down
- c. If utilities are available, OUHSD may provide utilities for the Abatement Contractor's use if work will be performed within an OUHSD-owned facility.

9. REGULATORY REQUIREMENTS (CONTRACTOR)

a. The Abatement Contractor must comply with the requirements of the following regulations governing asbestos removal and disposal:

- EPA/NESHAP Regulations: 40 CFR, Part 61, Subpart M

<http://www2.epa.gov/asbestos/asbestos-laws-and-regulations>

- EPA/AHERA Regulations: 40 CFR, Part 763, Subpart E

<http://www2.epa.gov/asbestos/asbestos-laws-and-regulations>

Dept. of Labor, OSHA Regulations: 29 CFR, Part 1926, Section 1101

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=standards&p_id=10593

- ARS Title 49, Chapter 4, Article 9

<http://www.azleg.state.az.us/arizonarevisedstatutes.asp?title=49>

- Any other applicable federal, State, or local rules and regulations.

http://www.maricopa.gov/eq/divisions/compliance/air/asbestos_neshap/neshap_regulations.aspx

b. The Abatement Contractor must maintain copies of the regulations listed above on each site where work is being performed.

c. Prior to commencement of asbestos removal work, the Abatement Contractor may be required to obtain a written 10 working day NESHAP notification. The notification must comply with 40 CFR, Part 61, Subpart M, paragraph 61.145. (Revised Regulations as of November 20, 1990).

d. The Abatement Contractor will meet with OUHSD's Asbestos/Lead Project Management and Consultant Group to review the schedule of work and specify special needs. At that time, the Abatement Contractor must identify a project supervisor who will be on-site for the duration of the project with authority to act as the Abatement Contractor's authorized representative. This individual must be currently certified as an AHERA Contractor/Supervisor.

e. The Abatement Contractor must furnish documentation certifying that employees working on each project have completed EPA/AHERA-approved Asbestos Contractor/Supervisor Training, and/or Asbestos Worker Training, and are currently certified.

f. Training must include all the elements specified in 40 CFR, Part 61, Subpart M; 29 CFR, Part 1926.1101; and 40 CFR, Part 763.

g. The Abatement Contractor must ensure all medical examinations required under asbestos regulations are current for all employees involved in each project. Color photo ID's must be posted on the project job board.

h. The Abatement Contractor must furnish his/her own utilities, including water and electrical when the work is performed at a remote site and/or where utilities are not available. In OUHSD-owned/operated facilities, OUHSD will *attempt* to furnish the following:

- Sufficient electric power from outside the abatement area to power the Abatement Contractor's equipment
- Water taps adjacent to, or in the work area, for the Abatement Contractor's use
- Access to a drain for disposal of filtered water at the project site
- Designated area adjacent to the project site for storing supplies and parking disposal trailers

10. AIR MONITORING

Air monitoring is required throughout the entire duration of removal and cleaning operations. All air monitor and additional testing will be performed by (**Tabbara Corporation**) never releasing liability of the (CONTRACTOR) for safety of their owner staff.

This includes, but is not limited to:

- Personal monitoring of employees inside regulated areas
- Exposure monitoring must be accomplished in accordance with 29 CFR, Part 1926.58 (f)
- Area monitoring as may be required to control the site in and/or adjacent to the points of entry, and exits from the regulated area
- Continuous monitoring of the negative air from the time it is established until final clearance is demonstrated
- Final clearance for demolition projects must show fiber levels are less than the AHERA clearance concentration of 0.01 *f/cc*
- The Consultant is responsible for final air clearance. Should the clearance monitoring need to be repeated because the clearance samples fail to pass EPA requirements, this cost will be incurred by the Abatement Contractor.
- Records of the above monitoring and the results will be posted on-site, as soon as they are finalized
- A summary report of all air monitoring data must be submitted OUHSD's designated representative at the end of the project. The Abatement Contractor must furnish all air monitoring results (written) along with copies of all manifests, permits, etc. within one (1) month of the completion of the project. Final payment for services will be contingent upon receipt and acceptance of the summary report.

11. WORK AREA PRESENTATION (CONTRACTOR)

- a. The Abatement Contractor must establish regulated areas in accordance with the above regulations. When friable materials are removed as defined by OSHA, negative pressure enclosures must be utilized.
- b. Where the Abatement Contractor has taken out detachable electrical, heating, ventilation equipment and other items in contact with the asbestos material, the Abatement Contractor must clean, handle and store these items in an undamaged condition. OUHSD will provide any special instructions for reinstalling all such items, unless otherwise determined by the nature of the project.
- c. When removing detachable items prior to removal of friable materials from buildings scheduled for demolition, all such items must be wet wiped where they have come in contact with friable materials. These items must be stacked to prevent unnecessary damage. The salvage value of these items may be part of other State contracts.
- d. NESHAP requires that all friable material must be removed before demolition of a building. All friable waste and control devices must be disposed of in a NESHAP approved waste disposal site.

- e. All non-friable materials that do not require removal prior to demolition are not classified as asbestos waste. In accordance with EPA/NESHAP and EPA Standards, non-friable ACM becomes part of the demolition debris and must be handled as solid waste under the classification of Construction and Demolition Debris. Regulations for transporting and disposal of construction and demolition debris must be followed. Any approved landfill accepting this kind of waste may be utilized. The EPA guidance manual "A Guide to Normal Demolition Practices under the Asbestos NESHAP" must be utilized.

12. REPAIR OF EXISTING SURFACES (CONTRACTOR)

- a. As determined by the nature of each project, existing areas that require repair will be identified prior to the implementation of the project. Areas that require repair due to asbestos removal will be identified after the removal of the substance. The Asbestos Contractor must notify OUHSD in writing as to the extent of the repairs required.

- b. The Abatement Contractor must apply fiber encapsulates to surfaces where RACM was removed.

13. ACCEPTANCE OF COMPLETED PROJECT (CONTRACTOR)

- a. After the Abatement Contractor has abated and cleaned the area and before final acceptance testing is completed, the area will be inspected by the authorized OUHSD representative (Consultant) with the Abatement Contractor.
- b. During this inspection, the Consultant, in conjunction with the Abatement Contractor must, if necessary, identify areas that need further refinement. Any additional work must be performed prior to the final acceptance testing.
- c. The negative air system must remain on until clearance tests prove the concentration of asbestos fibers is:
 - Less than or equal to 0.01 fibers per cubic centimeter of air for each of five (5) samples collected within the work area, if analyzed by phase contrast microscopy (PCM) analysis. The PCM analysis must be conducted using the National Institute for Occupational Safety and Health NIOSH 74000 or NIOSH 7402 method, or
 - Less than or equal to the average concentration of 70 structures per square millimeter for five samples collected within the work area, if analyzed by transmission electron microscopy (TEM) analysis. TEM analysis must be conducted using EPA's interim TEM analytical methods provided in 40 CFR 763, subpart E, appendix A.
- d. Small scale projects which do not require the use of a negative air system do not need to be cleared by final clearance tests. The OUHSD designated representative accredited with an EPA/AHERA Contractor/Supervisor certification must conduct a visual clearance inspection for the project.
- e. Application of the new surface treatment will be specified by OUHSD and must be done in accordance with the standards specified herein. Reinstallation of all fixtures and restoration of electrical power to all electrical fixtures is the responsibility of the Abatement Contractor.

- f. The Abatement Contractor must conduct an inspection to ensure all work has been completed pursuant to the project requirements. The final inspection will include the authorized OUHSD representative, as well as other Department representatives as required.
- g. The Abatement Contractor is responsible for and must verify any and all site inspections, estimates of quantity of work, or recognition of unusual or special conditions which may affect a timely completion of the work.
- h. The Abatement Contractor must grant OUHSD's authorized representative access to the work site, materials, records, or any other relevant data specified herein. Furthermore, the Abatement Contractor must provide proper facilities for such access and inspection.

14. MATERIALS, EQUIPMENT AND EMPLOYEES (CONTRACTOR)

a. The Abatement Contractor must supply any and all labor, supervision, installed and consumable materials, equipment, services, testing devices, warehousing, tools, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading, receiving, evaluation, design engineering, testing, and assembly of the abatement of asbestos containing or contaminated materials removed and restoration of areas hereinafter stated in the Contract.

b. The Abatement Contractor must perform all labor in a competent, reliable and workmanlike manner, including use of subcontractors, superintendents, foremen, skilled and unskilled employees of the Abatement Contractor.

c. Any Abatement Contractor personnel or outside personnel of another trade not employed for asbestos abatement; but working in an asbestos contaminated area, must be informed of the locations and presence of ACMs as required by both Federal and State OSHA regulations.

d. OUHSD in conjunction with the Consultant has the authority to stop any or all abatement activities at any time if they determine the conditions are not in accordance with the specifications or any applicable regulations, or that an unsafe condition exists. The decision to stop work is solely at the discretion of OUHSD in conjunction with the Consultant.

e. The abatement activity must not continue until the conditions have been corrected to the satisfaction of OUHSD.

f. Standby time occurring during stop work condition will be at the Abatement Contractor's expense.

15. OUHSD PROJECT

- a. The Abatement Contractor must report directly to OUHSD's Project Manager (Bernards).
- b. The Abatement Contractor must furnish to OUHSD a written estimate of the cost of each project prior to any additional work being performed that exceeds the firm's

fixes prices stated in the contract. Once the estimate has been finalized, the total guaranteed not-to-exceed, firm, fixed price will govern the overall project. OUHSD will not be obligated to honor any additional estimates or amendments to the project, except in special isolated pre-approved instances.

- c. The Abatement Contractor is required to complete all the work outlined in estimate, and within the time frame stipulated in the contract.
- d. The Abatement Contractor agrees that OUHSD's Project Manager or Specialist has full and final authority for, but not limited to, the following:
 - Determination of completion of each project
 - Review of work schedules
 - Approval of clean-up procedures
 - Disapproval or approval of the use of certain equipment, personnel, materials, services, and/or procedures
 - Establishment of proper safety protocol
 - Issuance of stop-work orders for safety, environmentally unsafe activities, procedures, or unnecessary work
- e. The Abatement Contractor agrees that the completion of a project is contingent upon the final removal and disposal of all materials, substances and/or RACM.
- f. The completion date will conform to the dates specified in the NESHAP notification, or modified/revised notification.
- g. Copies of any revisions to the NESHAP notification and an explanation must be forwarded to OUHSD's Project Manager or Specialist.
- h. A project will be deemed complete at the convenience of OUHSD by the Project Manager or Specialist.
- i. The Abatement Contractor must submit all copies specified in the project contract for payment to the designated representative for certification.
 - a. The Abatement Contractor must keep a complete record of all labor, equipment, materials, and outside services expended in the performance of a project under the contract, and must include such records as a closeout document with the final invoice for services. A copy of all closeout documents must be provided to OUHSD for recordkeeping purposes.

17. ABATEMENT INSPECTIONS (CONSULTANT)

- a. Prior to abatement, all Lead and Asbestos containing materials must be clearly identified and listed with the quantities and locations given by (**Tabbara Corporation**) in behalf of the OUHSD.

18. INSPECTIONS (CONSULTANT/ Tabbara Corporation)

- a. The Consultant (**Tabbara Corporation**) must be present during all site inspections, estimations of quantity of work, or recognition of unusual or special conditions, which may affect a timely and scheduled completion of the work.
- d. (**Tabbara Corporation**) will conduct daily site inspection along with all other air and site clearance inspection throughout the duration of the project.
- b. The OUHSD must authorize designated representative's access to the work site, materials, records, or any other relevant data specified herein. Furthermore, OUHSD must provide proper facilities for such access and inspection. Only authorized, trained personnel will be allowed on the work site providing that they have obtained clearance from OUHSD or it's CONSULTANT (**Tabbara Corporation**).

20. LEAD ABATMENT (CONTRACTOR)

The Abatement Contractor must provide services in support of various OUHSD Abatement activities that may pose a liability to OUHSD. These services include, but are not limited to initial response and abatement actions to minimize the threat to public health, safety, and the environment of the facilities or properties and to prevent further contamination.

21. DISPOSAL (CONTRACTOR)

The Abatement Contractor must provide any and all contract services as stipulated by OUHSD. Such services must be provided in a manner specified and approved by OUHSD to the satisfaction of OUHSD. The services include the personnel, materials, and equipment required to complete the ordered work.

22. RESPONSIBILITIES (CONTRACTOR)

When OUHSD request's services of the Abatement Contractor, they will provide specific written information, (email included) concerning the project. This may include, but is not limited to:

- a. Physical address/legal description of location of the site where work will be performed. OUHSD will include specific description of the site (e.g., boiler room, steam pipe tunnel, residential structure, commercial building, etc.).
- b. Drawing(s) of the area to be abated and/or a map(s) stating the locations(s) of the building(s) to be abated

- c. Copy(s) of survey report(s) including all lab test results identifying the lead-containing material in estimated square feet for surfaces, linear feet on pipe, and other description of miscellaneous materials
- d. Purpose for the project:
 - Emergency removal/cleanup
 - Renovation, repair, or maintenance
 - Demolition
- e. Requirements for removal:
 - Wiping/moving furnishings
 - Carpet cleaning/removal □ Electrical fixture removal □ Non-movable objects.
- f. Hazards associated with the project:
 - Hot/cold pipes surfaces
 - Confined space entry
 - Other physical or chemical hazards that may be present
- g. Requirements for replacement materials
- h. Availability of water, power, drains, and space for setting up work stations, supplies, and waste trailers
- i. OUHSD's designated representative(s)
- j. Time schedule requirements for the project
- k. A Walk-through Conference with the Abatement Contractor and Consultant will be conducted prior to implementation of the project
- l. OUHSD may provide utilities for the Abatement Contractor's use if work will be performed within an OUHSD facility

23. REGULATORY REQUIREMENTS (CONTRACTOR)

- a. The Abatement Contractor must comply with the requirements of the following statutes and regulations governing asbestos removal and disposal:
- b. EPA/NESHAP Regulations: 40 CFR, Part 61, Subpart M
 - <http://www2.epa.gov/asbestos/asbestos-laws-and-regulations>
- c. EPA/AHERA Regulations: 40 CFR, Part 763, Subpart E
 - <http://www2.epa.gov/asbestos/asbestos-laws-and-regulations>
- d. Dept. of Labor, OSHA Regulations: 29 CFR, Part 1926, Section 1101
 - <http://www.osha.gov/>
- e. Any other applicable federal, State, or local rules and regulations.
- f. The Abatement Contractor must retain copies of the statutes and regulations stated above for each location where work is to be performed.
- g. Prior to beginning lead removal, the Abatement Contractor must provide the designated regulatory authority. The notification must comply with 40 CFR.
- h. The Abatement Contractor must furnish documentation certifying that employees working on each project have had EPA approved Lead Contractor/Supervisor Training, and/or Lead Worker Training, and are currently certified.
- i. Training must include all the elements specified in 40 CFR, Part 745 and 29 CFR, Parts 1910 and 1926.

- j. The Abatement Contractor must have a copy of their written hazard communication (to include copies of MSDS), safety program, and respiratory protection programs at the project site.
- k. The Abatement Contractor must ensure that medical examinations required under lead regulations are current for all employees involved in each project.
- l. The Abatement Contractor is required to furnish his/her own utilities, including water and electrical when the work is being accomplished at a remote site and/or where not available at the site. In OUHSD owned/operated buildings, OUHSD will *attempt to* furnish the following:
 - Sufficient electric power from outside the abatement area to power the Abatement Contractor's equipment
 - Water taps adjacent to, or in the work area, for the Abatement Contractor's use
 - Access to drain for disposal of filtered water at the project site
 - Designated area for storing supplies and parking disposal trailers adjacent to the project site

24. AIR MONITORING (CONTRACTOR) (OWNER/CONSULTANT)

- a. Air monitoring is required throughout the entire removal and cleaning operation. This includes, but is not limited to:
 - Personal monitoring of employees inside regulated areas
 - Exposure monitoring must be accomplished in accordance with 29 CFR, Part 1926.58 (f)
 - Area monitoring as needed to control the site in and/or adjacent to the points of entry, and exits from the regulated area
 - Continuous monitoring of the negative air form the time it is established, and until final clearance is demonstrated
 - Final clearance for demolition projects must show particulate levels are less than the OSHA clearance concentration of 30 µg/m³ and surface concentrations are less than
EPA characteristic hazardous waste concentrations of 5 µg/L
- b. The Consultant (**Tabbara Corporation**) is responsible for final air clearance. Should the clearance monitoring need to be repeated because the clearance fails to pass EPA requirements, this cost will be incurred by the Abatement Contractor.

25. WORK AREA PREPARATION (CONTRACTOR)

- a. The Abatement Contractor must establish regulated areas in accordance with the above regulations. When lead-containing materials are removed as defined by OSHA, negative pressure enclosures must be utilized.
- b. Where the Abatement Contractor has taken out detachable electrical, heating, ventilation equipment, and other items located on the lead material, the Abatement Contractor must clean, handle, and store these items in an undamaged condition.

OUHSD will provide any special instructions for reinstalling all such items, unless otherwise determined by the nature of the project.

c. When removing detachable items prior to removal of lead materials from buildings that are scheduled for demolition, all such items must be wet wiped where they have come in contact with lead materials. These items must be stacked to prevent unnecessary damage. The salvage value of these items will be part of other OUHAD contracts.

d. All lead-containing material determined to be a characteristic hazardous waste must be removed before any demolition of buildings. All characteristic hazardous waste and control devices must be disposed of in an EPA-approved waste disposal site. *OUHSD will coordinate the disposal efforts for this waste. The containers must be secured on site or in a designated secure place on campus and EH&S must be informed that the materials are ready for proper disposal. The Abatement Contractor is responsible for this specific type of hazardous waste disposal.*

e. All non-characteristic hazardous materials that do not require removal prior to demolition are not classified as hazardous waste. As per EPA and EPA Standards, non-characteristic hazardous materials becomes part of the demolition debris and must be handled as solid waste under the classification of Construction and Demolition Debris. Regulations for transporting and disposal of construction and demolition debris must be followed. Any Arizona approved landfill accepting this kind of waste can be utilized.

26. ACCEPTANCE OF COMPLETED PROJECT (CONTRACTOR)

a. After the Abatement Contractor has cleaned the abated area and before final acceptance testing is performed, the area will be inspected by OUHSD'S' authorized representative and the Abatement Contractor.

b. During this inspection, the Consultant, in conjunction with the Abatement Contractor will determine areas that need further refinement. Any additional work must be performed prior to the final acceptance testing.

c. The negative air system must remain on until results of the clearance tests prove that the particulate level is below 30 µg/m³. Small scale projects which do not require the use of a negative air system do not need to be cleared by final clearance tests.

d. Application of the new surface treatment will be specified by OUHSD and must be performed in accordance with the standards specified herein. Reinstallation of all fixtures and restoration of electrical power to all electrical fixtures is the responsibility of the Abatement Contractor.

e. The Abatement Contractor must conduct an inspection to ascertain that all work has been accomplished pursuant to project requirements. The final inspection must include OUHSD's authorized representative, as well as other Department representatives that need to be involved.

f. The Abatement Contractor is responsible for and must verify any and all site inspections, estimations of quantity of work, or recognition of unusual or special situations which may affect a timely and scheduled completion of the work.

g. The Abatement Contractor agrees and understands that he/she must supply any and all labor, supervision, installed and consumable materials, equipment,

services, testing devices, warehousing, tools, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading, receiving, evaluation, design engineering, testing, and assembly of the abatement of lead-containing or contaminated materials removed and restoration of areas hereinafter stated in the Contract.

h. The Abatement Contractor must perform all labor in a competent, reliable, and workmanlike manner, including use of subcontractors, superintendents, foremen, and skilled and unskilled employees employed by the Abatement Contractor.

i. Any Abatement Contractor personnel or outside personnel of another trade not employed for lead abatement, but working in a lead-contaminated area, must be informed of the locations and presence of lead as set forth by both Federal and State OSHA regulations.

j. OUHSD and/or the Consultant has the authority to stop any and all abatement activities at any time that it determines that conditions are not within the specifications or any applicable regulations, or that an unsafe condition exists. The decision to stop work is solely at the discretion of OUHSD in conjunction with the Consultant.

k. The abatement activity must not continue until the conditions have been corrected to the satisfaction of OUHSD.

l. Standby time occurring during a stop work condition will be at the Abatement Contractor's expense.

27. RESTORATION OR REPLACEMENT OF DAMAGED BUILDING MATERIALS

A. (CONTRACTOR)

a. If included in Contractors agreed Scope of Work, all restoration/replacement design, materials and workmanship must comply with current accepted codes and standards, current OUHSD Design Guidelines, OUHSD Accessibility compliance, OUHSD Food Safety compliance.

b. Permits, Fees and Notices: The Contractor must secure and pay for the instruction permit and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of a Contract and which are legally required.

c. The Contractor must give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

d. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he must promptly notify OUHSD and any necessary changes will be made by the appropriate Modification.

e. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to OUHSD, the Contractor will assume full responsibility therefore and will bear all costs attributable thereto.

f. If included in Contractors agreed Scope of Work, all restoration/replacement design, materials and workmanship must comply with current accepted codes and standards, current OUHSD Design Guidelines, OUHSD Accessibility compliance, OUHSD Food Safety compliance and OUHSD Environmental Health & Safety compliance AS APPLIES.

- g. Permits, Fees and Notices: The Contractor must secure and pay for the instruction permit and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of a Contract and which are legally required.
- h. The Contractor must give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.
- i. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he must promptly notify OUHSD and any necessary changes will be made by the appropriate Modification.
- j. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to OUHSD, the Contractor will assume full responsibility therefore and will bear all costs attributable thereto.

28. CONTRACTOR USE OF OUHSD PROPERTY (CONTRACTOR)

- a. The Contractor must limit the storage of materials and equipment to areas indicated or designated by OUHSD.
- b. At no time during the work under the Contract will the Contractor place, or cause to be placed, any material or equipment. etc., at any location that would impede or impair access to or from the present facilities without prior written approval by OUHSD.
- c. The Contractor must cooperate with OUHSD to the fullest extent in providing traffic control during the course of construction in order to minimize inconvenience to OUHSD and the general public.
- d. The Contractor must send proper notices, make all necessary arrangements, and perform all services required for the care and maintenance of all affected OUHSD and public utilities. The Contractor must, during the construction period and until final acceptance of the work as a whole, assume all responsibility for the care and maintenance of all affected OUHSD and public utilities.
- e. It is of paramount importance that the work awarded under this RFS&M does not interfere in any way with the normal operation of the existing utility services. No interruption of the utility services can be allowed. Contractor must coordinate all work affecting services in the affected building with the OUHSD Program Manager.

29. TEMPORARY FACILITIES, UTILITIES and CONTROLS (CONTRACTOR)

- a. Contractor must provide all labor, material, equipment and services necessary to furnish, erect and maintain temporary facilities and controls and perform temporary work required in the performance of the Contract. Contractor must limit his storage and office operations to the areas defined during the project initiation.
- b. Maintenance and Removal: Contractor must maintain temporary facilities and controls in a clean, proper, safe operating and sanitary condition for the duration of the Contract. Upon completion of the Contract, Contractor must remove all temporary facilities and controls from the premises.
- c. Toilet Facilities: Contractor must provide temporary toilet facilities for use by all workmen and enforce their use by all personnel. These facilities must be

maintained in clean, sanitary conditions with adequate supplies of paper products and hand cleansers.

d. Contractor must provide facilities complying with local and State sanitary laws and OSHA regulations

e. Accessibility of Valves & Controls: No equipment that has to be operated or maintained, such as valves, traps, controls, unions, motors, etc., will be placed in an inaccessible location.

f. Potable Water: Contractor must supply adequate cool, pure drinking water with individual drinking cups or sanitary bubbler fountain for the use of employees on the project. The quality of the drinking water must meet the standards for public water supplies of the County Health Department.

g. Electric power, if available, will be provided by OUHSD.

h. If electric power has been de-energized due to, temporary electric power as required for the Contractor's use, the Contractor must provide power. The Contractor must make arrangements for and install all generating equipment, poles, meter, wiring, switches, outlets, etc., to provide necessary electrical power for all lighting and power requirements for construction purposes

i. Any necessary temporary power poles must be located inside the contract limits or other termination as arranged with OUHSD.

j. Contractor must remove all temporary electrical equipment, poles, meter, wiring, switches, outlets, etc. when no longer needed.

k. Water Services will be supplied by OUHSD. If the Contractor requires use of water in quantities greater than that supplied by building hose bibs, Contractor must obtain temporary meter from City, and pay costs of installation and use. Contractor must make all arrangements; install equipment, piping, and outlets for an adequate supply of clean water for construction purposes.

30. FIRE PROTECTION (CONTRACTOR)

Contractor must provide adequate fire extinguishers on the premises during the course of abatement, of the type and sizes recommended by the NFPA and the Uniform Fire Code (<http://www.nfpa.org/>) to control fires resulting from the particular work being performed and instruct employees in their use. Contractor must place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, tar pots, kettles, etc., no work will begin or equipment used unless fire extinguishers of approved type and capacity are placed in the working area and are available for immediate use by the workman. All Polyethylene sheeting must be fire rated.

31. TEMPORARY ENCLOSURES, BARRIERS AND FENCES (CONTRACTOR)

a. Contractor must provide and maintain all fences, barricades, lights, shoring and other protective structures or devices necessary for the safety of workmen, equipment, the public and property as required by State or municipal laws and regulations, local ordinances, laws and other requirements of the County, State, and

other authorities having jurisdiction with regard to safety precautions, operation and fire hazards.

b. Contractor must provide and maintain pumping facilities, including power, for keeping the site, excavations and structure free from accumulations of water at all times, whether from underground seepage, rainfall, drainage or broken line.

c. Contractor must provide 6-foot high woven wire temporary fencing equipped with a visual barrier fabric around the construction area when applies. OUHSD will provide approval for the fence and its exact location. Contractor must erect and secure fencing in a manner to withstand the forces to which it may be subjected. Contractor must locate gates for access to the areas as required and close and lock all gates after normal working hours. Contractor must furnish duplicate sets of keys to all gate locks to the OUHSD Project Manager.

32. SCAFFOLD, STAGING, and ETC. (CONTRACTOR)

The Contractor must provide, install, and maintain all scaffold, staging, trestles, and planking necessary for the work in strict conformity with applicable laws, ordinances, and maintenance of same so as not to interfere with or obstruct the work of other trades. Additionally, the Contractor must provide all forms of protection necessary to preserve the work of other trades free from damage

33. SECURITY (CONTRACTOR)

a. Contractor must provide exterior security lighting around perimeter of site during all phases of construction as needed. Lighting must adequately illuminate all portions of jobsite.

b. Contractor must provide such watchman's service as necessary to protect both the Contractor and OUHSD's interest during the progress of construction. OUHSD does not assume any responsibility, at any time, for the protection of the construction project and construction premises or for the loss of materials, from the time that operations have commenced until the final acceptance of the Work. If watchman's service is deemed necessary by the Contractor, such protection must be provided by the Contractor.

34. NOISE, DEBRIS and DUST CONTROL (CONTRACTOR)

a. Contractor must exercise all possible care to control excessive noise and dust during the project. Traffic or exterior construction areas must be sprinkled with water in accordance with applicable County requirements.

b. OUHSD may require the Contractor to cease or reschedule any activities that interrupt or disturb the normal course of operation of the District. The Contractor must immediately comply with said request.

c. All debris, etc., must be removed from all pipe, pipe chases or other such remote and hidden spaces prior to closing of said space.

35. CUTTING AND PATCHING OF WORK (CONTRACTOR)

- a. The Contractor is responsible for all cutting, fitting or patching that may be required to complete the work or to make any and all parts fit together properly.
- b. The Contractor must not damage or endanger any portion of the work or the work of OUHSD or any separate contractors by cutting, patching or otherwise altering any work.
- c. The Contractor must not cut or otherwise alter the work of OUHSD or any separate contractor except with the written consent of OUHSD and of such separate contractor.
- d. The Contractor must not unreasonably withhold from OUHSD or any other separate contractor his consent to cutting or otherwise altering the work.
- e. Any part of finished work damaged during installation or prior to Substantial Completion of work must be repaired so as to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of work. Where this cannot be fully accomplished, the damaged item or part must be replaced.
- f. Contractor must, in all cases, exercise extreme care in cutting operations, and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings must be neatly cut and will be kept as small as possible to avoid unnecessary damage.
- g. All replacing, patching and repairing of materials and surfaces cut or damaged in the execution of the work must be performed by experienced mechanics of the trades involved. Such replacing, repairing and/or patching must be done with the applicable materials, in such a manner that all surfaces so replaced will, upon completion of the work, match the surrounding similar surfaces.

36. CLEANING (CONTRACTOR)

- a. The Contractor must at all times will keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of the work, the Contractor must remove all their waste materials and rubbish from the Project site as well as tools, construction equipment, machinery and surplus materials.
- b. Should the Contractor fail to clean up debris within twenty-four (24) hours of receipt of written request by OUHSD, OUHSD will have the authority to provide clean-up services and deduct said services from the Contractor's contract.
- c. Contractor must provide general cleaning of all items installed and areas of removal under this RFP.
- d. Contractor must leave Project site free of stains, damage, or other defects prior to final acceptance.
- e. Contractor must include washing, sweeping, polishing of all finished wall surfaces, floors, windows, hardware, mirrors, lighting fixtures and equipment items.
- f. Contractor must replace damaged or defaced items not acceptable to OUHSD's satisfaction at no additional expense to OUHSD.
- g. During Construction, each Contractor must:
 - Clean up all waste materials, rubbish, and debris resulting from their own operations daily
 - Place waste materials, rubbish, and debris from operations into approved containers outside of building in an area designated by OUHSD.

- Oversee cleaning and ensure that the Project site is maintained free from accumulations of debris
- At reasonable intervals, minimum once a week, clean up entire site of excess debris and dispose of debris off-site
- Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces of fixtures, hardware, and equipment such as elevators
- Repair, patch, and touch-up marred surfaces to match adjacent finishes damaged by his own operations
- Comply with additional requirements defined in specifications
- Vacuum interior areas in path of work area(s)
- Schedule cleaning operations so that contaminants resulting from cleaning do not

54

37. (CONTRACTOR) ACKNOWLEDGEMENT

Oxnard Union High School District (OUHSD) is committed to protecting the health and welfare of students, faculty, staff, visitors, and to the environment. Accordingly, it is important that all members of the OUHSD community recognize and share this commitment and comply with the environmental, health and safety policies, rules, procedures and regulations governing OUHSD campus activities.

OUHSD is also looking to the community, including service providers, for cooperative and responsible leadership that will help the District implement a safer environment through safer practices and more sustainable solutions.

The service provider shall ensure that its employees are properly identified (e.g. officially issued picture ID and/or badge) and have been instructed about the boundaries of their work areas. Service providers will comply with all applicable local, state, and federal rules and regulations, including those related to the Occupational Safety and Health Act (OSHA) of 1970.

For all service providers, OUHSD is providing a few general guidelines in this document concerning conducting work on OUHSD Job Sites.

SERVICE PROVIDER DEFINITION

Refers to any individual, company, or corporation who is hired by OUHSD or an OUHSD employee to provide construction, repair or maintenance related services on OUHSD property or facilities.

GENERAL SITE INFORMATION

Failure on the part of the service provider to comply with the following requirements may result in termination of the contract with OUHSD. Prior to working in areas where site-related hazards might be present, all service providers shall consult with the project manager for more information

- Permission must be obtained from the project manager whenever it is necessary for personnel to go to the roof of any building.

- Lunch and break areas are to be coordinated through the project manager.
- Pedestrians should use walkways where provided. Shortcuts shall not be taken through operating areas.
- Explosives of any type are prohibited on the site with the **exception of powder actuated tools**.
- Barricading of OUHSD streets, walkways and Corridors.
- Compliance with any applicable dust control requirements are the responsibility of the service provider.
- It is the service provider responsibility to remove excess materials, such as paints, oils, adhesives, from OUHSD property by the end of the project.
- Consult with the project manager if the project will involve regulated waste, such as potentially contaminated soil, light bulbs or oil.
- Chemicals, paints, oils, fuels, etc. must be located so as to avoid potential contamination of storm drains and dry wells. The project manager will assist with determining the appropriate location.

PARKING (Park in specified areas only)

The proper parking permit must be secured from OUHSD and displayed appropriately in vehicles. Do not block entrance ramps, trash docks, and truck doors, etc.

LOCKOUT/TAGOUT

OUHSD has established very specific control measures related to the control of potentially hazardous energy referred to Lockout/Tag out/Verify for all maintenance and construction related activities at OUHSD facilities. Each service provider conducting similar activities must adhere to all the OSHA Standard 29 CRF 1901.147 as posted on our website ([Workplace Community Safety](#)) with the exception of the service provider’s designated lock. Each service provider is required under OSHA regulations to have their own program meeting the standards requirements, but all requirements in the OUHSD program with the exception of lock color and style must be met including notification of all affected personnel of the Lockout/Tag out/Verify activity, logging activities, and transitioning to equipment out of service. Service providers may be required by their project manager to post notices identifying their designated locks. At no time may Lockout/Tag out devices be used for equipment out of service.

ELECTRICAL SERVICES

Work on live electrical services at 50 volts or higher is prohibited unless permitted through your project manager under the OUHSD Electrical Safety Program. All work on electrical services must be locked out as required under 29 CFR 1910.147.

DISCLOSURE OF ASBESTOS, LEAD AND/OR OTHER HAZARDOUS MATERIALS

OUHSD is informing all service providers of the potential presence of asbestos (e.g. which may be found in caulk, sheetrock joints, paint, plaster, vinyl tiles, etc.), lead, and/or other hazardous materials at OUHSD. Depending on the location(s) of your work, there

may be one or more of these materials present. It is your responsibility to discuss the full scope of your work with the project manager or designee so that you have the appropriate information related to asbestos, lead and/or other potentially hazardous materials. If the scope of your work changes, contact your project manager or designee before proceeding to determine if the change in scope may involve the potential disturbance of asbestos, lead and/or other hazardous materials.

Should there be changes to your scope of work affecting areas outside of your original contract area, or, if unforeseen or unidentified suspect materials be uncovered or discovered during your work, you are required to stop all work which would impact those materials until they can be evaluated and tested by OUHSD. Immediately upon discovery of any unidentified or unforeseen building material, you must notify the project manager to arrange for OUHSD to evaluate and test the materials.

Prior to your work taking place, inspections for removal for asbestos, lead and other potentially hazardous materials must be (or have been) conducted by **Tabbara Corporation**, and identified materials (containing asbestos, lead or other hazardous materials) that would be disturbed by your current scope of work will be (or have been) removed or isolated in such a manner as to prevent potential exposure. Please contact OUHSD/Bernards Project Manager (**Karl Aldridge**) at 805-504-6147 to determine if, based on your current scope of work, there are any remaining materials which are or may be present in adjacent location(s), but should not be disturbed.

Contractor Acknowledgement

Your signature on this document acknowledges you received this disclosure and that you had the opportunity to review your scope of work, revised scope of work and noted attachments with the project manager or designee.

While OUHSD retains the right to periodically review the work of any service provider, its supervisors, or its subcontractors, OUHSD does not assume responsibility for any issues identified outside of contract compliance.

[Service Provider Name]

[Street Address]

[City, State Zip]

The above service provider certifies that they, any and all of its subcontractor's, or its supervisors, prior to commencing any work on an OUHSD site, have reviewed and understand the contents of this Document.

[Name]

[Title]

Employer Representative Signature

Date

Addendum #1

Exhibit "A"

Revised and Added Structural drawings that will supersede all other associated drawings

Available as separate attachment on District's website

Addendum #1

Exhibit "B"

Site Testing Results and Scope **Quantities**

[Available as separate attachment on District's website](#)