



Gavin Newsom, Mayor  
Edward D. Reiskin, Director

Department of Public Works  
Bureau Of Architecture  
30 Van Ness Avenue, Suite 4100  
San Francisco, CA 94102

Fuad S. Sweiss, PE, PLS  
City Engineer & Deputy Director for Engineering  
Edgar Lopez, Bureau Manager

November 4, 2009

To: Prospective Bidders

Contract No. 7539A-2 is amended in accordance with the following Addendum No. 2 which is made part of said Specification:

**ADDENDUM NO. 2  
TO CONTRACT NO. 7539A-2  
PRESIDIO BRANCH LIBRARY RENOVATION**

Acknowledge receipt of this Addendum in the space provided on the Acknowledgement of Receipt of Addendum/Addenda Form. Failure to do so may subject Bidder to disqualification.

**BID OPENING DATE:**

The bid opening date was delayed one week per Addendum 1. Sealed bids will be received by the City at 875 Stevenson Street, Room 420, San Francisco, California, until 2:30 P.M., on Tuesday, November 10, 2009, after which they will be publicly opened and read.

**NOTICE:**

Time allowed for completion of the work will not be extended by virtue of any provisions of this Addendum.

Recommended:

Handwritten signature of Lena Chen in black ink.

Lena Chen  
Project Manager

Sincerely,

Handwritten signature of Edgar Lopez in black ink, with a long vertical line extending downwards from the end of the signature.

Edgar Lopez  
Bureau Manager

Recommended:

Handwritten signature of Scot Burbank in black ink.

Scot Burbank  
Contract Preparation

**Attachments:**

1. Addendum No. 2, consisting of 3 pages.
2. Full size drawings, consisting of 12 sheets.
3. Sketch drawing, consisting of 1 sheet.
4. Revised Document 00805, consisting of 4 pages.
5. Specification Section 01351 Lead Hazard Control Requirements, consisting of 14 pages.

**ADDENDUM NO. 2  
TO CONTRACT NO. 7539A-2  
PRESIDIO BRANCH LIBRARY RENOVATION  
Page 1 of 3**

**CHANGES TO DRAWINGS:**

1. Revised Drawings

The following revised Contract Drawings, copies attached to this Addendum No. 2, are hereby made part of these Contract Documents:

<i>Drawing No.</i>	<i>Revision No.</i>	<i>Comments</i>
A1.0	2	Book drop model number changed to 00-0540
A5.1, 2, 3	2	Delete text annotation for Alternate 2 and include work as part of base bid.
A5.4, 5	2	Add Wireless Data Panel, Fire Alarm Notification Devices, and Smoke Detectors to the elevations to aid in J-box location coordination.
A6.02	2	Delete text annotation for Alternate 2 and include work as part of base bid.
A9.30	2	Detail 15 - plastic laminate cap at low shelving inserted in place of finished wood.
A9.32	2	Detail 5/A9.32 added to conceal conduit and show straightened and refinished molding at smoke detectors, visible alarms, and perimeter shelving.
E2.02	2	Wireless Data Panel, Fire Alarm Notification Devices, and Smoke Detectors revised to conceal conduit; see fire alarm numbered note 1, WIFI callouts, and numbered notes 12, 21, 27, and 28.
E3.02	2	Ceiling fixtures revised to conceal conduit. See numbered note 6.

2. Revision to drawing A0.1:

REVISE client telephone number in project directory to be 1-415-557-4700.

DELETE sheet A8.14 from the sheet index. Note: This sheet will not be used.

3. Revision to drawings E2.01 and E2.02:

DELETE Note 1 under Numbered Notes and REPLACE with:

“1. PROVIDE J-BOX WITH ¾”C TO SECURITY PANEL FOR CARD KEY ACCESS. PROVIDE KEY CARD READER DEVICE OF JOHNSON CONTROLS (NO KNOWN EQUAL), COORDINATE WITH LIBRARY AND DTIS FOR CARD KEY SYSTEM REQUIREMENTS. PROVIDE CONDUIT, J-BOX, AND POWER AS REQUIRED. FIELD VERIFY.”

4. New Drawing

Insert sheet E5.04 – Electrical Details attached to this addendum and adjust sheet index accordingly.

5. Sketch Drawings

The following sketch drawings, copies attached to this Addendum No. 2, revising the corresponding Drawings, are hereby made part of these Contract Documents:

<i>Sketch No.</i>	<i>Revising Drawing No.</i>	<i>Comments</i>
SK-ADD 02.01	15/A6.04	Revise surface mounted window shade attachment detail to delete the additional piece of wood trim that the window shade was connecting to.

**CHANGES TO BIDDING AND CONTRACTING REQUIREMENTS:**

6. Document 00805

DELETE DOCUMENT 00805 and SUBSTITUTE:

“DOCUMENT 00805(REV.1) as attached to this Addendum 2.”

NOTE: Changes are shown in bold text.

**NEW SPECIFICATIONS**

7. INSERT the following new specification and adjust table of contents accordingly:

“SECTION 01351-LEAD HAZARD CONTROL REQUIREMENTS”

**CHANGES TO SPECIFICATIONS**

8. Section 01010, page 4

REPLACE subparagraph 1.9 with:

“1.9 HAZARDOUS MATERIALS

- A. The City will perform hazardous materials abatement work under a separate contract prior to the start of this contract.
- B. Although the City Abatement contractor will remove the existing hazard and hazardous materials identified in the surveys, the Contractor is alerted to the fact that intact building components containing moderate or low levels of lead paint will remain in the building after abatement is completed. Potential lead emissions may be generated during demolition activities if mitigation controls are

not followed. The Contractor shall comply with the requirements of Cal/OAHA Lead Construction Industry 8 CCR 1532.1 regulations and guidelines governing lead impacted construction and disposal and other applicable Federal, State, and Local Government regulations. Work practices for demolition shall be completed in strict accordance with HUD Lead Guidelines and requirements of Section 01351-Lead Hazard Control Requirements. All non-LBP (lead base paint) painted surfaces shall be assumed and considered to be lead-containing paint (LCP) for Cal/OSHA compliance purposes including housekeeping.

- C. The Hazardous Materials Survey Report will be provided as a reference document prior to Notice to Proceed (NTP).”

9. Section 01010, page 4

REPLACE title of subparagraph 1.10 with:

“1.10 UNFORSEEN HAZARDOUS OR CONTAMINATED MATERIALS”

10. Section 15975, page 2

REPLACE subparagraph 1.01/P with:

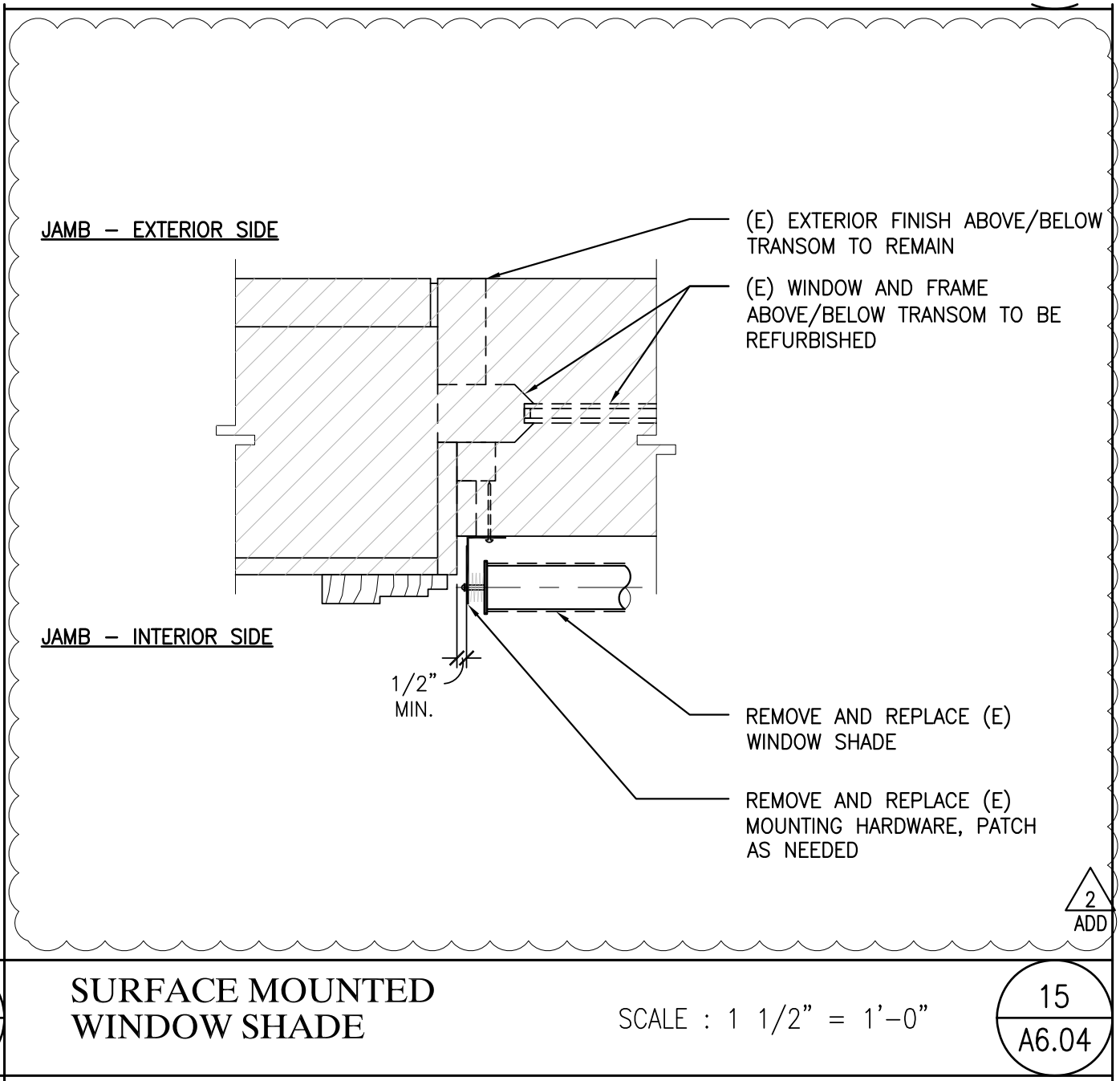
“P. The Contractor shall provide all appurtenant and coordination work for furnishing and installation of a certified BACnet Building Controller (B-BC) and integration of the existing Enterprise Server at the San Francisco Main Library, in which it includes all software, hardware, licenses, documentation and integration labor for remote control, monitoring and the interfacing to the Main Library Central Control Server, as interfacing with the new DDC system with the existing (Schneider Electric) TAC I/A Series Main Library Central Control Server.”

11. Section 15975, page 11

REPLACE subparagraph 2.01 with:

“A. Schneider Electric, no known equal.”

END OF ADDENDUM NO. 2



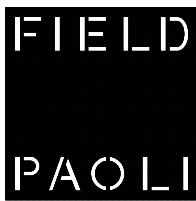
2  
ADD

**SURFACE MOUNTED  
WINDOW SHADE**

SCALE : 1 1/2" = 1'-0"

15  
A6.04

PARTIAL A6.04 - ADDENDUM 2



**PRESIDIO BRANCH LIBRARY RENOVATION**

Architects  
150 California St, 7th Floor  
San Francisco, CA 94111  
415.788.6606  
FAX 415.788.6650

**SK- ADD 02.01**

Date 10.20.09  
Revision ADDENDUM 02  
Job No. 7539A-2  
Scale 1-1/2" = 1'-0"

## DOCUMENT 00805 (REV.1)

## INSURANCE REQUIREMENTS

## 1.1 SUMMARY

- A. This Document includes insurance requirements, which amend Article 11 of the General Conditions.

## 1.2 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:
1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000.00 each accident, injury, or illness.
  2. Commercial General Liability insurance with limits not less than **\$2,000,000 per occurrence and a general aggregate limit shall be \$4,000,000** for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, and completed operations,.
  3. Commercial Automobile Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

## 1.3 ADDITIONAL COVERAGES

- A. **Builder's Risk Insurance:** Contractor shall purchase and maintain in force, throughout the term of this Contract, Builder's Risk insurance on an all-risk form, excluding earthquake and flood, for 100 percent of the completed value of the Work **with no coinsurance penalty provisions**, including coverage for debris removal of at least \$50,000.00. Such policy shall include as named insureds and be made payable to Contractor, to its Subcontractors and suppliers of all tiers, and to the City and County of San Francisco and other parties listed in Article 1.4 below, as their interest may appear, and shall be issued by carrier(s) satisfactory to the City to conduct insurance business in California. In the event of damage except earthquake and flood, it shall be Contractor's responsibility to perform at its expense all required repair and replacement at no cost to the City.
- B. **Professional Liability Insurance:** In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.
- C. **Environmental Pollution Liability:** **The Contractor or its sub-contractor, who perform abatement of hazardous or contaminated materials removal shall maintain in force**, throughout the term of this Contract, contractor's pollution liability insurance with limits not less than **\$1,000,000 per occurrence and a general aggregate limit shall be \$2,000,000**, including coverages for on-site or off-site third party claims for bodily injury and property damage.

#### 1.4 INSURANCE FOR OTHERS

- A. For general liability and automobile liability insurance, Contractor shall include as additional insured, the City, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them. Other parties to be protected by Contractor's liability insurance shall be as follows:
1. Field Paoli Architects
  2. Joseph Chow & Associates, Inc.
  3. Timmons Design Engineers
  4. Marie Fisher Interior Design
  5. Aquatech Consultancy, Inc.
  6. KCA Engineers, Inc.
  7. OLMM Consulting Engineers, Inc.
- B. WAIVER OF SUBROGATION Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.**

#### 1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 10 working days, after the date on which the Contract is awarded, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.
- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance, except for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the

full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.

- E. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- F. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 4 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- G. Each such policy shall provide that no cancellation or non-renewal shall occur without the carrier giving to the City at least 30 days' written notice prior thereto. All notices shall be made to:
 

Manager, Contract Administration Division  
City and County of San Francisco  
875 Stevenson Street, Room 420  
San Francisco, CA 94103.
- H. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, with a complete copy of new or renewed policy.
- I. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Paragraph "H" that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
- J. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

## 1.6 QUALIFICATIONS

- A. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-, VIII" and shall be satisfactory to the City.

## 1.7 END OF DOCUMENT CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:

1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000.00 each accident, injury, or illness.
2. Commercial General Liability insurance with limits not less than **\$2,000,000 per occurrence and a general aggregate limit shall be \$4,000,000** for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, and completed operations.
3. Commercial Automobile Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

## SECTION 01351

## LEAD HAZARD CONTROL REQUIREMENTS

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. Although the City has contracted out other Contractors to mitigate the existing hazardous building materials, the Contractor is alerted to the fact that intact building components containing low levels of lead containing materials will remain in the building after abatement is completed. Paints are in good condition. Potential lead emissions may be generated during demolition and construction activities. It is the Contractor responsibility to mitigate potential hazards. The Contractor shall comply with the requirements of the Cal/OSHA Lead Construction Industry 8 CCR 1532.1 regulations and guidelines governing lead impacted construction as well as applicable Federal, State, and Local Government regulations.
- B. Work practices for demolition shall be completed in strict accordance with HUD Lead Guidelines and requirements of this Section. All non-LBP painted surfaces shall be considered to be lead-containing paint (LCP) for Cal/OSHA compliance purposes including housekeeping.
- C. This Section includes precautions, to prevent the release of hazardous lead emissions, general demolition techniques and worker safety while working with lead-based paints. Work of this contract shall include all costs associated with compliance with applicable OSHA and Cal-OSHA regulations. Disposal of demolition debris shall be handled as non-hazardous and non-RCRA waste. All work associated with containment, abatement, handling, and disposal of lead-based paints shall be considered incidental to the work of this Contract and no separate payment will be made therefore

## 1.02 RELATED SECTIONS:

- A. Document 00813 - Specific Project Requirements
- B. Specification 01545 - Health and Safety Criteria
- C. Section 02071- Selective Demolition

## 1.03 DEFINITIONS

For the purpose of this Section:

- A. Abatement: Primary work involving the removal, containment, control, or treatment of hazardous materials.
- B. Deteriorated Lead-Based Paint Hazard: painted areas with any of the following characteristics:
  - 1. More than two square feet of deteriorated lead paint on interior components with large surfaces such as walls, ceilings, floors, and doors.

2. More than ten square feet of deteriorated lead paint on exterior components with large surfaces such as outside walls.
  3. Deteriorated lead paint on more than ten percent of the total surface area of interior or exterior components with small surface areas such as windowsills, baseboards, trim, etc.
- C. Hazardous Materials Control: Incidental work procedures for control of releases of project- related hazardous materials, including containment, enclosure, wetting, controlled renovations and demolition procedures, and removal and disposal.
- D. Hazardous Waste:
1. Waste material, including asbestos, loose and peeling lead-based paints, PCB ballasts, and any other material which requires management, handling transport, treatment, storage or disposal according to the requirements of the Federal Resource, Conservation and Recovery Act (RCRA) and associated regulation 42 U.S.C. 6901 et seq. and 40 CFR Part 260 et seq.) or the California Hazardous Waste Control Law and associated regulations (Health and Safety Code 25000 et seq. and 22 CCR 66260 et seq.).
  2. References to hazardous material or contaminated material incorporate definitions of hazardous pollutants, hazardous contaminants, hazardous material, hazardous substance, hazardous waste, toxic pollutants and toxic substance applicable in accordance with Federal, State, regional and local statutes, laws, regulations and policies.
- E. Lead: The federal Occupational Safety and Health Administration (OSHA)'s Lead Standard for the Construction Industry defines *lead* as elemental lead, all inorganic lead compounds, and a class of inorganic lead compounds called lead soaps. Other organic lead compounds are excluded from the definition.
- F. Lead Action Level: 30 micrograms per cubic meter based on an eight-hour time-weighted average (8 hr TWA).
- G. Lead-Containing Material: Any material, coating, substrate or product, which contains lead in accordance to OSHA's definition, see item H above.
- H. Lead-Based Paint (LBP): Any paint, varnish, shellac, or other surface coating that contains lead equal to or greater than 1.0 mg/cm<sup>2</sup> as measured by X-ray Fluorescence (XRF) or laboratory analysis, or 0.5 percent by weight (5,000 µg/g, 5,000 ppm, or 5,000 mg/kg) as measured by laboratory analysis.
- I. Lead-Based Paint Activities: EPA's Title IV of the Toxic Substances Control Act defines as Lead-Based Paint Activities the following, among others:
1. In any public building constructed before 1978, commercial building, bridge, or other structure or superstructure:
    - a. Identification of lead-based paint and materials containing lead-based paint,
    - b. Deleading,
    - c. Removal of lead from bridges, and
    - d. Demolition.

- J. Lead-Based Paint Debris: Any component, fixture, or portion of a building coated wholly or partly with LBP. LBP debris can also be any solid material coated wholly or partly with LBP resulting from a demolition. Examples among many others include ceilings, crown molding, walls, chair rails, doors, door trim, floors, fireplaces, shelves, and radiators and other heating units.
- K. Lead-Based Paint Hazard: A condition in which exposure to lead from lead-contaminated dust, lead-contaminated soil, or deteriorated lead-based paint would have an adverse effect on human health (as established by the EPA Administrator under Title IV of the Toxic Substances Control Act). Lead-Based paint hazards include for example, deteriorated lead-based paint, leaded dust levels above applicable standards, and bare leaded soil above applicable standards.

In Title 17, California Code of Regulations (CCR), Division 1, Chapter 8, section 35037, the California Department of Health Services (DHS) adds to this definition the following: “, disturbing lead-based paint or presumed lead-based paint without containment, or any other nuisance which may result in persistent and quantifiable lead exposure.”

- L. Lead-Based Paint Hazard Abatement: Any set of measures designed to permanently eliminate lead-based paint hazards according to standards established by the appropriate federal agencies. Abatement measures include the following activities:
1. Removal of lead-based paint and lead-contaminated dust,
  2. Permanent containment or encapsulation of lead-based paint,
  3. Replacement of lead-painted surfaces or fixtures, and
  4. Removal or covering of lead-contaminated soil.
- Abatement also includes all associated preparation, cleanup, disposal, and post-abatement clearance testing activities, record keeping, and monitoring.
- M. Lead-Based Paint Hazard Control: Activities to control and eliminate lead-based paint hazards, including interim controls and complete abatement.
- O. Lead-Contaminated Dust Hazard: Surface dust containing an area or mass concentration of lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. The recommended clearance and risk assessment standards for leaded dust are 50  $\mu\text{g}/\text{ft}^2$  on floors, 250  $\mu\text{g}/\text{ft}^2$  on interior windowsills, and 800  $\mu\text{g}/\text{ft}^2$  on window troughs.
- DHS's threshold numbers are as follows: 50  $\mu\text{g}/\text{ft}^2$  on interior floors, 250  $\mu\text{g}/\text{ft}^2$  on interior horizontal window surfaces, and 800  $\mu\text{g}/\text{ft}^2$  on exterior floors and horizontal window surfaces.
- P. Lead Permissible Exposure Limit (PEL): 50 micrograms per cubic meter based on an eight-hour time-weighted average (8 hr TWA).
- Q. Site Safety Representative (SSR): Qualified person directly responsible under the Contractor's Superintendent having the necessary training to be knowledgeable in the identification, control, and management of the hazardous materials on site.

### 1.03 SUBMITTALS

- A. Submit a Cal/OSHA Lead Compliance Plan. This is a detailed plan for protection of workers and procedures to mitigate lead dust hazards that may be generated during demolition and construction activities as required for the Cal/OSHA 8 CCR 1532.1. It shall include but not be limited to:
- B. Provide copies of certifications demonstrating that all employees engaged in lead-based paint stabilization activities have attended lead awareness training to conduct lead-impacted construction activities, and are certified in accordance with the lead worker certification provisions in the Cal/ lead regulations, and this specification.
- C. Submit to the City negative exposure assessment monitoring results upon 48 hours of obtaining the results.
- D. In the event that personal monitoring results submitted are above the 8 hours Permissible Exposure Limit (PEL) of 30 ug/m<sup>3</sup>. The following shall be submitted:
  - 1. Documentation that all employees engaged in lead paint related activities have had the appropriate medical examinations within the prescribed time periods immediately preceding project start-up. Evidence of medical requirement compliance shall include, but are not necessarily limited to:
    - a. Documentation of medical surveillance examination by a licensed medical physician prior to commencement of onsite lead-related work including baseline blood lead levels performed in accordance with Cal/OSHA 8 CCR 1532.1 and medical examination within the last twelve (12) months. The baseline blood lead shall have been within the past thirty (30) days.
    - b. Statement by the examining physician that employee is fit to wear a respirator in accordance with 8 CCR 1531 within the last twelve (12) months.
  - 2. Current respiratory fit test records for all certified workers in compliance with 8 CCR 5144.

### 1.04 PROJECT REQUIREMENTS

- A. The Contractor is to be responsible for the general supervisory authority over all hazardous materials activities, both incidental and primary, for the demolition, excavation and construction work of this Contract. The Contractor shall coordinate the activities and trades required to perform the Work of this Contract that may have the potential to directly or indirectly impact hazardous materials. Work in particular that may typically impact hazardous materials includes, as applicable and is not limited to:
  - 1. Demolition.
  - 2. Disturbance to any paints or coatings.
  - 3. Torch cutting.
  - 4. Welding.
  - 5. Excavation.

6. Dewatering.
  7. Shoring and Underpinning Work.
- 
- B. The Contractor shall not create any condition, which endangers the safety of City employee's and its representatives, facility staff and the general public. If the City Representative observes such condition, then the City Representative has the authority to stop work until the Contractor corrects the condition. In such an event, the Contractor shall not be allowed to penalize the City, in any kind. The construction schedule shall not be affected by such events.
  - C. As per their Health and Safety program, the Contractor is responsible for monitoring its employees and Sub-Contractors employees for potential exposure to hazardous materials, either used in construction or otherwise uncovered or intrinsically present at the Site.
  - D. The Contractor shall maintain all work areas within and outside the project boundaries free from environmental pollution, which would be in violation of any federal, state or local regulations. Conduct construction activities in strict compliance in this section and other related sections.
  - E. Minimize the generation of dust and the migration of hazardous and contaminated materials. Strictly adhere to the dust control measures as specified in Document 00813 for Specific Project Conditions
  - F. In the event that hazardous materials are disturbed, or an uncontrolled asbestos or lead based paint release occur, notify the City Representative immediately. The City retains the right to clean up the spill or to do the removal of hazardous materials with others. The Contractor shall not be allowed to resume work in the contaminated area until clearance is declared. The City will not compensate delays and clean up costs incurred due to the result of Contractors negligence to notify the City Representative immediately in the event of a hazardous materials release or spills.
  - G. In the event that removal of asbestos pipe insulation, metal structures containing hazardous coatings or other building materials identified as hazardous require accessing areas or where torching, cutting and welding will be needed for, notify the Engineer immediately. The Contractor will not be allowed to remove hazardous materials unless is properly trained and certified for the handling of this particular hazardous material. (i.e. workers trained and DHS certified for lead removal work with accordance to Title 8 CCR Section 1532.1
  - H. Prevent the mixing of hazardous and non-hazardous materials, so as to increase the cost and/or volume of materials requiring to be disposed of as hazardous or contaminated waste.
  - I. Contractor shall retain, and the City will not indemnify against, any liability of Contractor resulting from the activities or duties which are the responsibility of Contractor under the terms of this contract, including but not limited to, liability arising from the arrangement of transportation of any hazardous material or excavated material,

whether on or off-site. Therefore, the City will not assume liability, present or future, incurred by Contractor by reason of these activities.

- J. Building components with intact and non-peeling, lead containing coatings may be disposed of as general construction debris when done so in compliance with applicable laws and regulations. However the provisions described in Part 1.09 and Part 1.10 of this Section are specified in the event that contaminated wastes or hazardous wastes are generated and proven otherwise.
- K. The City is the “Generator”, as defined in Section 66260.10 of article 2, Chapter 10, Division 4.5 Title 22 of the California Code of Regulations (CCR) and in Title 40, Code of Federal Regulations, of any hazardous waste, and it will be responsible for such material to the extent required by law.
- L. Packing, labeling, transporting, and disposing of hazardous waste shall comply with Cal/EPA regulations under 22CFR, including providing and completing the Uniform Hazardous Waste Manifest Form (EPA 8700-22).
- M. The Contractor shall take the necessary precautions to prevent the release of lead in the form of dust, fumes or mists from lead-containing building materials into the air and into the surrounding environments during demolition. Contractor should be aware of the requirements to comply with Cal/OSHA construction Lead Standards, Title 8 California Code of Regulations (CCR) 1532.1.

## 1.05 QUALIFICATIONS

- A. Site Safety Representative (SSR): In accordance to the requirements specific to this Section listed below and with those in Specification 01545 - HEALTH AND SAFETY CRITERIA. Assign a qualified person directly responsible under the Contractor’s Superintendent having the necessary training to be knowledgeable in the identification, control, and management of the hazardous materials and conditions on-site. The SSR is responsible for the following:
  1. Enforcing safe work and hygiene practices in compliance with the Contractor’s Health and Safety Program
  2. Advising subcontractors, vendors, and visitors to the site of potential hazards and minimum safety construction general requirements
  3. Coordinating subcontractor’s work regarding hazardous material procedures and controls.
  4. Establishing and maintaining restricted work areas.
  5. Requiring proper use of personal protective equipment as deemed necessary.
  6. Communicating approved modified safety requirements to site personnel as well as visitors to the site.

7. Notifying to and coordinating with the City for the immediate assessment and remediation work for unforeseen hazardous materials and/or conditions discovered throughout the duration of this project.
- B. Hazardous Materials Handlers: Only qualified persons shall engage in hazardous material- related work. Contractor and subcontractor personnel, who come into contact with, are exposed to, disturb, operate equipment or otherwise handle hazardous or contaminated material, or debris shall have appropriate hazard communication and required training, personal and medical monitoring, and shall be certified to wear appropriate personal protective equipment as required by the applicable laws and regulations. Special qualifications which may be required depending on the Contractor's means and methods include, but are not limited to, the following:
1. Asbestos-Related Work Involving Asbestos-Containing Materials exceeding 100 square feet or 100 linear feet:
    - a. Valid asbestos handling license issued by the California State Contractors Licensing Board (SCLB) and a valid current Certificate of Registration for Asbestos-Related Work as issued by the California Department of Industrial Relations – Division of Occupational Safety and Health (Cal/OSHA).
    - b. Work shall be completed under the on-site supervision of a Competent Person as defined by Federal OSHA under Regulation 29 CFR Part 1926.1101 and Cal/OSHA under 8 CCR 1529.
    - c. All abatement workers shall have AHERA training with current annual 8-hour refresher training, annual medical exams for the use of respiratory protection, and a fit test of appropriate respirators every 6 months.
  2. Lead-Hazard Work: All affected workers shall have lead awareness training, annual medical examinations and approval for the use of respiratory protection, and fit testing of respirators complying with the California Occupational Safety and Health Administration (Cal/OSHA)'s Lead Standard for the Construction Industry, regulation 8 CCR 1532.1 when affecting lead paints and lead construction hazards including, but not limited to:
    - a. Demolishing or salvaging structural items where lead or material containing lead is present.
    - b. Removing or encapsulating materials containing lead.
    - c. Constructing, altering, repairing or renovating structures, substrates, or portions thereof, that contain lead or materials containing lead.
    - d. Scrape paint off windows, trim, etc. prior to repainting and the work is done as part of preparing the surface for repainting.
    - e. Installing of products containing lead.
    - f. Cleaning-up of lead contamination.
    - g. Transporting, disposing, storing, or containing lead-based paint debris or lead-containing materials, as both defined in Subpart 1.2 above, on the site or other locations where construction and renovation activities are performed.

3. **Lead Abatement Work:** Only qualified persons with California Department of Health Services' (DHS)-approved Lead Workers training, annual medical examinations and approval for the use of respiratory protection, and semi-annual fit testing of respirators under the direct supervision of a DHS approved Lead Abatement Supervisor shall engage in work defined under Cal/OSHA regulation 8 CCR 1532.1 affecting lead-based paints and lead construction hazards, including but not limited to:
    - a. Working in an environment where lead exposures exceed 30 micrograms/m<sup>3</sup>.
    - b. Abating lead-based paints including, but not limited to, abatement of loose and peeling lead-based paints, demolition and disposal of concrete-encased primed structural steel, and stripping of lead coatings from structural steel prior to torching or welding.
  4. **PCBs-Containing Ballast-Related Work:** Removal of non-leaking Polychlorinated Biphenyls (PCBs)-containing ballasts may be completed by workers with PCBs hazard awareness training as verified by the Contractor's Health and Safety Officer or Superintendent. Removal of leaking or damaged PCBs-containing ballasts from lighting fixtures shall be only completed by trained workers, wearing protective gloves and following safety procedures as outlined in the HMMP. Hazardous waste shall be handled according to the U.S. Environmental Protection Agency's Standards 40 CFR 761.60 and 761.65 (22 CCR Section 66699(b) in California).
  5. **Transformer Related Work:** aside from any other requirements from the regulators and from any other applicable Section of this Specifications, any Contractor's personnel conducting this type of work must have PCBs hazard awareness training as verified by the Contractor's Site Safety Representative or Superintendent.
  6. **Mercury-Containing-Lamp-Related Work:** May be completed by workers with mercury hazard awareness training as verified by the Contractor's Health and Safety Officer or Superintendent.
  7. **Other Hazardous Materials-Related Work:** May be completed by workers with specific hazard awareness training of the material in question as verified by the Contractor's Health and Safety Officer or Superintendent.
- C. **Hazardous Materials Haulers:**
1. Possess during the hauling of hazardous material, applicable federal, state, and local vehicle insurance requirements, valid driver's license, vehicle registration and licenses, and a current Class 1 Certification of Compliance from the California Highway Patrol affixed to each vehicle or container.
  2. Possess a Hazardous Substance Removal Certification granted by the State of California Department of Toxic Substances Control (510-540-3802) and other required certifications and insurance.
  3. Contractor shall be responsible for informing drivers of hauling vehicles about:
    - a). The nature of the material hauled.

- b). Any recommended or required routes to and from the site.
- c). Applicable city street use regulations and requirements, and State of California Department of Transportation (Caltrans) codes, regulations and requirements.
- d). The City's requirements for proper handling and transportation of hazardous waste including mitigation controls and manifesting procedures.
- e). The legal maximum loads for each vehicle.

## 1.07 REGULATORY REQUIREMENTS

- A. The Contractor shall alert themselves to, shall familiarize themselves with, and shall include in their bid all associated compliance costs for, the following laws and regulations regarding the hazards, control measures, management of hazardous materials and characterization and disposal of hazardous waste as applicable:
  1. Environmental Protection Agency (EPA).
  2. Occupational Safety and Health Administration (OSHA).
  3. California Department of Occupational Safety and Health (Cal/OSHA).
  4. California Environmental Protection agency (Cal/EPA).
  5. Bay Area Air Quality Management District (BAAQMD).
- B. For lead hazards, comply with the applicable requirements of the following federal, state and local regulations:
  1. Cal/OSHA Lead in Construction Standard, 88 CCR Section 1532.1, and Cal/EPA Regulation 22 CCR Section 66000
  2. Federal Lead Standard for the Construction Industry, 29 Code of Federal Regulations (CFR) part 1926.62
  3. California Department of Health Services (17 CCR Sections 35001 -35099).
  4. Title 17, California Code of Regulations, Division 1, Chapter 8 Accreditation, Certification and Work Practices in Lead Related Construction.
  5. San Francisco Building Code (SFBC), Chapter 34, Section as required where there is disturbance to painted surfaces on the exterior of buildings or structures within the City and County of San Francisco.
  6. Lead in paint: Federal Housing and Community Development Act of 1992, 24 CFR part 38.
  7. Lead in housing and other structures: Toxic Substances Control Act (TSCA)'s Title IV, proposed 40 CFR part 745.
  8. Lead in paint: Federal Housing and Community Development Act of 1992, 24 CFR part 38.
  9. Lead as a water pollutant:
    1. Federal Clean Water Act (CWA), 40 CFR part 427.
    2. California's Porter Cologne Water Quality Control Act.
  10. Federal Safe Drinking Water Act (SDWA), 40 CFR parts 141-143.

11. Lead as a hazardous waste:
  1. Federal Resource Conservation and Recovery Act (RCRA) of 1976, 40 CFR part 240 et seq.
  2. California's Hazardous Waste Control Law (HWCL), 22 CCR section 66260.1 et seq.
- C. Respiratory Protection: Assess potential exposures to hazardous materials and conditions and comply with 29 CFR 1926.62 (f) (formerly 29 CFR 1910.134) and 8 CCR 5144. Provide a hazard analysis. Identify the appropriate respiratory protection to be used for the various tasks. Comply with all requirements associated with proper use of respirators.

#### 1.08 PROHIBITED ACTIVITIES

- A. Prohibited Activities: The following activities are prohibited unless written permission otherwise is give by the City:
  1. Open flame burning or torching, including propane-fueled grids.
  2. Scrapping, sanding, grinding without proper containment of HEPA vacuum exhaust tools.
  3. Uncontained hydroblasting or high-pressure wash.
  4. Heat guns operating above 1,100F.
  5. Dry sweeping of debris.
  6. Removal, burning through, torching, heating or welding have painted or coated surfaces by torch or flame.
  7. Removal, disturbance, welding, or heating of or through lead-containing coatings with a torch or flame, except as unavoidable due to a condition where there is back-to-back structural elements with paint in between that cannot be adequately previously abated without affecting the integrity of the structure. For this conditions the Contractor is required to provide adequate lead hazard control as required to perform the work of this contract.
- B. Workers must not eat, drink, or use tobacco products in construction demolition or paint preparation areas. Provide hand-washing facilities, clean change areas, and separate no contaminated eating areas. Employees must wash their hands and faces prior to eating, drinking, using tobacco products, or applying cosmetics.

#### 1.08 HAZARDOUS MATERIALS USED TO PERFORM THE WORK

- A. General: Minimize the use of hazardous materials to perform the work. Where materials, that contain hazardous substances or mixtures, are used to perform the work, material usage shall be in strict adherence to Cal/OSHA safety requirements and the manufacturer's warnings and application instructions listed on the Material Safety Data Sheet provided by the product manufacturer and on the product container label.

1. Contractor will be responsible for coordinating the exchange of MSDS or other hazard communication information between subcontractors at the site.
2. Contractor will notify the City when a specific product or equipment, or their intended usage, may be unsafe prior to ordering the product or equipment or prior to the product or equipment being incorporated in the Work.

#### 1.09 BILL OF LADING PROCEDURES FOR CLASS 2 MATERIAL OR LESSER

- A. By the end of the workday, the Contractor shall provide and prepare for the City, a bill of lading for each day's off-haul activities per vehicle, for all excavated material loads classified as California Class 2 or lesser, for off-site transportation and disposal purposes. Each bill of lading shall be numbered and consist of 4 identical (but colored differently) copies. The first copy will be signed by the driver and the Engineer (after the truck is covered) and will be retained by the Engineer before the truck leaves the site. The next three copies will be signed by the receiving facility after the waste excavated soil has been weighed and accepted. Next the Contractor shall give back the second copy to the Engineer after the landfill operator has signed it. The landfill will retain the third copy and the Contractor will retain the fourth copy.
- B. The bill of lading shall be designed to contain the following information:
  1. Name, address and phone number of the transport company
  2. Name of the driver, a dated signature from the driver, vehicle license number, trip number.
  3. Weight as recorded at the landfill of waste excavated material.
  4. Date of transport.
  5. Original location of the excavated material (street location and cross streets).
  6. Name, address and phone number of the receiving facility i.e., disposal facility. A dated signature from the receiving facility.
  7. Name, address and phone number of the generator, Project name and specification number.
  8. A copy of each bill of lading and a certified weight ticket is an indication of the weight of the shipment, which has been received at the disposal facility. The Contractor shall furnish such information to the Engineer so payment can be made as per specification.

9. The transporter shall sign and date the bill of lading indicating that he/she has accepted the load described in the bill of lading on that particular day for that particular trip.

#### 1.10 WASTE DISPOSAL AND MANIFESTING PROCEDURES

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals required to transport those materials identified as hazardous waste for the purpose of disposal.
- B. The Contractor shall comply with all applicable regulatory requirements listed as well as other applicable federal, state, or local laws, codes and ordinances, which govern or regulate transportation of wastes (including but not limited to DOT-HM 181 as per 49 CFR 172).
- C. All material classified as hazardous waste (Federal Class1 RCRA and California Class1 non-RCRA wastes only) shall be hauled off using a licensed hazardous waste transporter and the uniform hazardous waste manifest form (EPA Form 8700-22 a.k.a. the uniform hazardous waste manifest).
- D. The Contractor shall provide and prepare the waste manifests and landfill profiles for each shipment of hazardous wastes from the site. The Contractor is hereby notified that hazardous waste manifest and/or waste profiling and/or landfill service agreements have to be prepared and have to be approved by the landfill in advance of the off-haul. The Contractor shall consult with the City Representative for local requirements in filling out the forms.
- E. The manifest shall describe the contents of each truck carrying materials to the waste disposal site, including the weight of the waste materials. Weight, not volume, shall be used to measure waste quantities.
- F. The City Representative will provide a hazardous waste generator identification number for use on the manifest. The Contractor shall provide the State Transporter identification (ID) and phone numbers.
- G. The licensed transporter shall also sign and date the manifest indicating that it has accepted the load described in the manifest on that particular day.
- H. Only a City employee (and not the Contractor) will sign the manifest for the “generator” of the waste.
- I. Preparation and handling of waste manifests: Contractor shall follow the procedures described below.
  1. Manifest Item 1: The Generator’s US EPA ID Number for this project will be provided by the City as deemed necessary
  2. Manifest Item 3: Emergency response Phone: TBD

3. Manifest Item 5: Generator's Name and Mailing Address  
  
City and County of San Francisco  
Department of Public Health/BEHM  
1390 Market St., Suite 210  
San Francisco, CA. 94102  
  
Manifest Site address (Item 5)  
Branch Library Address  
  
San Francisco CA,
4. Manifest Item 9 : (Mark this box X if the waste disposed is regulated by DOT. If is not, fill this box with RQ. Usually asbestos is not a DOT regulated waste.)
5. Manifest Items 11 and 12: Do not use decimals or fractions for the total quantities disposed. Whenever possible use pound, liter gallons for small quantities reported.
6. Manifest Item 13: Waste Codes: Use the appropriate hazardous waste code and management methods codes for the waste disposed. (Check the DTSC Code Reference list)
7. Manifest Item 14: The following information is mandatory.  
City and County of San Francisco  
Department of Public Works  
Branch Library Renovation  
Project Manager: Lena Chen  
Project Manager Phone 557-4751
8. The Contractor shall also follow applicable regulations under 40 CFR Part 263 and 22 CCR Section 66263, "Standards Applicable to Transporters of Hazardous Waste," including licensing, manifest system, record keeping, and discharges.

## PART 2 – PRODUCTS

### I. NOT USED

## PART 3\_ EXECUTION

### A. WORK PRACTICE CONTROLS

#### 1. Housekeeping.

- a. Use consistent wet methods for selective demolition on materials with low lead content. All workplace surfaces must be maintained as free as practicable of accumulations of dust. Lead dust on overhead ledges, equipment, floors, and other

surfaces must be removed to prevent traffic, vibration, or random air currents from re-entraining the lead-laden dust and making it airborne again. Regularly scheduled clean-ups are important because they minimize the re-entrainment of lead dust into the air.

- b. Vacuum dusty surfaces. Use vacuums equipped with high-efficiency particulate air (HEPA) filters. In addition, all persons doing the cleanup should be provided with suitable respiratory protection and personal protective clothing to prevent contact with lead as deemed necessary.
2. City Inspection for Reoccupancy
    - a. Visual Inspection: When the Contractor considers the work or a designated portion of the work to be complete, the Contractor shall notify the Resident Engineer that the work is ready for visual inspection.
    - b. Within a reasonable time after receiving notification from the Contractor, the City will perform a visual inspection of the demolition and construction renovation work areas.
    - c. Evidence of lead dust and contamination identified during the inspection will necessitate further cleaning as specified herein.

END OF SECTION 01350