



CITY OF ALAMEDA  
ALAMEDA COUNTY, CALIFORNIA

PROJECT SPECIFICATIONS AND NOTICE INVITING BIDS  
FOR

**MASTICK SENIOR CENTER  
EXTERIOR BUILDING PAINTING**

No. P.W. 08-16-16

CIP NO. 91609

Please direct all questions to:

Abdulla Ahmed, Project Manager II  
aahmed@alamedaca.gov  
510-747-7939  
City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501

August 29, 2016

## TABLE OF CONTENTS

City Engineer's Approval	PAGE v
Notice Inviting Bids	vi

<b>SECTION I. PROPOSAL AND CONTRACT REQUIREMENTS</b>	<b>1</b>
A. GENERAL INFORMATION.	2
B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK	2
C. DESIGNATIONS	2
D. PROPOSAL FORM	2
E. BIDDER'S GUARANTY	2
F. RETURN OF BIDDER'S GUARANTIES	3
G. TAXES	3
H. SUBCONTRACTORS	3
I. REJECTION OR RETURN OF BIDS	3
J. BID PROTEST	3
K. AWARD OF CONTRACT	4
L. EXECUTION OF CONTRACT	4
M. CONTRACT BONDS	4
<b>SECTION II. LEGAL RELATIONS AND RESPONSIBILITIES</b>	<b>6</b>
A. LAWS TO BE OBSERVED	7
B. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS	7
C. PREVAILING WAGES	7
D. HOURS OF LABOR	8
E. CERTIFIED PAYROLL	9
F. APPRENTICES	9
G. LABOR DISCRIMINATION.	9
H. REGISTRATION OF CONTRACTORS	10
I. PERMITS AND LICENSES	10
J. PATENTS	10
K. RESPONSIBILITY FOR DAMAGES	10
L. CONTRACTOR'S RESPONSIBILITY FOR THE WORK	10
M. SAFETY PROVISIONS	10

N.	NO PERSONAL LIABILITY	10
O.	RESPONSIBILITY OF CITY	11
P.	PUBLIC CONVENIENCE AND SAFETY	11
Q.	NOTICES TO CONTRACTOR	11
R.	UTILITIES	11
S.	SOUND CONTROL REQUIREMENTS	12
T.	CONSTRUCTION SITE CONTROLS	12
V.	ASBESTOS AND LEAD BASED PAINTS	13
W.	CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977	13
X.	SUBMITTALS AND REQUEST FOR INFORMATION (RFI'S)	13
Y.	ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIRES CONTRACTORS TO BECOME CERTIFIED LEAD RENOVATORS	14

### **SECTION III. GENERAL PROVISIONS** 15

#### **Part I. CONTROL OF WORK** 16

A.	AUTHORITY OF THE ENGINEER	16
B.	PLANS	16
C.	INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO.	16
D.	SUPERINTENDENCE	16
E.	INSPECTION	17
F.	REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK	17
G.	FINAL INSPECTION	18
H.	FINAL GUARANTEE	18

#### **Part II. PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK** 19

A.	PROGRESS OF THE WORK AND TIME FOR COMPLETION.	19
B.	SUBLETTING AND ASSIGNMENT	19
C.	CHARACTER OF WORKER	19
D.	TEMPORARY SUSPENSION OF WORK	19
E.	TIME OF COMPLETION AND LIQUIDATED DAMAGES	19
F.	SUSPENSION OF CONTRACT	20
G.	RIGHT-OF-WAY	21
H.	CONTROL OF MATERIAL	21
1.	SAMPLES AND TESTS	
2.	DEFECTIVE MATERIALS	

<b>Part III. MEASUREMENTS AND PAYMENT</b>	22
<b>A. MEASUREMENTS AND PAYMENT</b>	22
<b>B. PROGRESS PAYMENTS</b>	22
<b>C. NOTICE OF COMPLETION</b>	23
<b>D. PAYMENT OF THE RETENTION</b>	23
<b>SECTION IV. SPECIAL PROVISIONS</b>	24
<b>PART 1 GENERAL</b>	25
1.1 SUMMARY	25
1.2 LEAD BASED PAINTS (LBP)	26
1.3 SUBMITTALS	26
1.4 GENERAL REQUIREMENTS	27
1.5 QUALITY ASSURANCE	28
1.6 WORK INCLUDED	28
1.7 PRODUCT HANDLING	28
1.8 ENVIRONMENTAL CONDITIONS	28
1.9 PROTECTION AND CLEAN UP	28
1.10 GUARANTEE	29
<b>PART 2 PRODUCTS</b>	29
2.1 MATERIALS	29
2.2 PAINTING SCHEDULE	30
<b>PART 3 EXECUTION</b>	31
3.1 PREPARATION	31
3.2 APPLICATION	32

Exhibit A	Locations
Exhibit B	Bidder's Proposal
Exhibit C	Contractor's Certified Payroll Forms
Exhibit D	Contractor Agreement
Exhibit E	Emergency Form
Exhibit F	Performance Bond Form
Exhibit G	Payment Bond Form
Exhibit H	Bidder's Bond
Exhibit I	Lead –Based Paint Inspection Report

CITY ENGINEER'S APPROVAL

THE PROJECT SPECIFICATIONS CONTAINED HEREIN, FOR MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING, HAVE BEEN APPROVED BY THE CITY ENGINEER IN ACCORDANCE WITH CITY OF ALAMEDA ORDINANCE NO. 3154 AND CALIFORNIA GOVERNMENT CODE 830.6.

Shahram Aghamir

Shahram Aghamir, P.E.

City Engineer

City of Alameda, CA

August 29, 2016

Date

CITY OF ALAMEDA, CALIFORNIA  
NOTICE INVITING BIDS  
No. P.W. 08-16-16

**NOTICE IS HEREBY GIVEN** that sealed bids will be received by the City of Alameda Public Works Department, for furnishing all labor services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefore, as provided in the contract documents, for **MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING**, No. P.W. 08-16-16.

**MANDATORY PRE-BID MEETING:**

DATE: **Tuesday, September 6, 2016**  
TIME: 10:00 AM  
LOCATION: Mastick Senior Center  
1155 Santa Clara Avenue  
Alameda, CA 94501

**BID OPENING DATE, TIME, AND LOCATION:** Bids will be received and publicly opened and read aloud on:

DATE: **Monday, September 12, 2016**  
TIME: 10:00:00 AM  
LOCATION: Public Works Department  
950 W. Mall Square, Room 110  
Alameda, CA 94501

Any bids received after the scheduled closing date and time for receipt of bids shall be returned unopened.

All bids shall be submitted in sealed envelopes and marked on the outside as follows "CITY OF ALAMEDA - SEALED BID FOR MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING, No. P.W. 08-16-16".

**LOCATION OF THE WORK:** The work to be performed hereunder is located at the Mastick Senior Center, 1155 Santa Clara Ave, Alameda, CA 94501.

**DESCRIPTION OF WORK:** The work to be performed, as described in the contract documents, shall include, but not be limited to: furnishing all specified paints, or approved equivalent, labor, tools, equipment, lifts, scaffolding and all other necessary equipment and supplies to perform a complete and thorough job of repainting the exterior designated surfaces of the Mastick Senior Center, 1155 Santa Clara Avenue, Alameda, CA 94501. Such surfaces include, but not limited to, stucco walls, soffits, overhangs, fascia, painted metal, benches, canopies, arbor trellises, window frames, doors, jams, thresholds and entry ways, metal channels, gutters, fascia trim, vents, downspouts and metal roofing.

Contractor shall implement BMPs to protect occupants and the general public from drift, noise or any other identified or known nuisance created or as a result of the painting project. Non-painted surfaces shall be protected including, but not limited to, tarping, masking of surface such as

operating placards or prefinished items and all landscaping, glass or paving surfaces located at the project site. The Contractor shall be responsible for any and all kinds of damage to the work or property caused by the contractor's employees.

All work shall conform to all applicable State, local, regional and Federal codes, ordinances, and regulations as prescribed by the City. A general project site layout (**Exhibit A**) showing the existing structures will be referred to as a guide. Measurements, counts, and verification of the quantities remain the responsibility of the Contractor.

**ENGINEER'S CONSTRUCTION COST ESTIMATE:** The Engineer's construction cost estimate for the project is \$130,000.00 (rounded to the nearest ten thousand).

**LICENSE REQUIREMENT:** Prime Contractor must possess a valid Class C-33 (Painting and Decorating Contractor) or B (General Building Contractor) licenses, issued by the California Contractors State License Board. At the time of submitting the bid, the Bidder shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Division 3.

Pursuant to Public Contract code Section 22300, for monies earned by the Contractor and withheld by the City of Alameda to ensure the performance of the contract, the contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

**COMPLETION OF WORK AND LIQUIDATED DAMAGES:** All work shall be completed in **Twenty Nine (29) Calendar Days** from the date specified in the Notice to Proceed (NTP). Liquidated damages shall be Nine Hundred Dollars (\$900) per calendar day, for each and every calendar day's delay in finishing the work, in excess of the number of calendar days prescribed above.

**AWARD OF CONTRACT:** The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City, and waive any informalities or irregularities in the bids. The contract will be awarded, if at all, to the lowest, responsible, and responsive bidder that submits the lowest responsive bid.

The lowest bid will be determined on the basis of Base Bid only. Each bid must conform and be responsive to all pertinent Bidding and Contract Documents

Any Addenda, issued before the time in which to submit Bids expires, shall form a part of the Contract Documents and shall be included in the Bid. Bidders shall acknowledge and confirm receipt of any and all addenda in their Bid proposals.

**PREVAILING WAGES.** This project is subject to the requirements of California Labor Code Section 1770 et seq. and Section 2-67 of the Alameda Municipal Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractor and all subcontractors shall pay not less than the prevailing rate of wages to all workers on the Project. If federal funding is included in the project, the higher of the State or Federal wage rates shall be paid.

The State wage rates are available at the Department of Public Works, at the address above and online at [www.dir.ca.gov](http://www.dir.ca.gov).

**BID SECURITY.** Each Bid must be accompanied by Bid Security in the form of cash, a certified check, a cashier's check, or a Bid Bond, in the amount of ten percent (10%) of the total of the Bid. Checks shall be made payable to the City of Alameda. Bid Bonds shall be on the form provided in the Bid Forms.

**BONDS.** The successful Bidder shall furnish a Performance Bond in the sum of one hundred percent (100%) of the Contract Bid to guarantee the performance of the Contract, and a Payment Bond in the sum of one hundred percent (100%) of the Contract Price.

**PROJECT ADMINISTRATION:** All questions related to this project, prior to opening bids, shall be prepared in writing and transmitted to the attention of Abdulla Ahmed, Project Manager II, by e-mail only at [aahmed@alamedaca.gov](mailto:aahmed@alamedaca.gov).

No inquiries will be accepted five (5) business days prior to the bid opening date as this would not allow time to respond to all plan holders. Phone inquiries will not be accepted.

By: Shahram Aghamir  
Shahram Aghamir, P.E., City Engineer

Date: August 29, 2016

Publication Date: August 29, 2016.

END OF NOTICE INVITING BIDS

CITY OF ALAMEDA  
CALIFORNIA

**MASTICK SENIOR CENTER  
EXTERIOR BUILDING PAINTING**

**SECTION I**

**PROPOSAL AND CONTRACT REQUIREMENTS**

A. GENERAL INFORMATION.	2
B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK	2
C. DESIGNATIONS	2
D. PROPOSAL FORM	2
E. BIDDER'S GUARANTY	2
F. RETURN OF BIDDER'S GUARANTIES	3
G. TAXES	3
H. SUBCONTRACTORS	3
I. REJECTION OR RETURN OF BIDS	3
J. BID PROTEST	3
K. AWARD OF CONTRACT	4
L. EXECUTION OF CONTRACT	4
M. CONTRACT BONDS	4

CITY OF ALAMEDA  
CALIFORNIA

**SECTION I. PROPOSAL AND CONTRACT REQUIREMENTS**

A. GENERAL INFORMATION. The City of Alameda will receive sealed bid at the time and place specified in the Notice Inviting Bids for:

**MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
NO. P.W. 08-16-16**

Electronic specifications and bidder's forms for bidding this project can only be obtained at the City of Alameda website, <http://alamedaca.gov/business/bids-rfps>, [www.cityofalamedaca.gov/Business/Bids-RFPs](http://www.cityofalamedaca.gov/Business/Bids-RFPs), or by calling (510) 747-7900. There is no cost for the specifications.

B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK. The bidder is required to examine carefully the site and the proposal, plans, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract.

C. DESIGNATIONS. As used herein "City" shall mean the City of Alameda; "Council" or "City Council" shall mean the Council of the City; "City Manager" shall mean the City Manager of the City; "Engineer" or "City Engineer" shall mean the City Engineer or City Engineer's designee of the City; "Director" shall mean the Public Works Director of the City; and "Contractor" shall mean the lowest, responsible, and responsive bidder who is awarded the contract for the work; Project Specifications mean and include the following: Approved Plans, Notice Inviting Bids, General and Special Provisions, Exhibits and Attachments, Contract Agreement and Amendments, Bid Proposal, and Bid Addendum, Change Orders, and As-Built.

D. PROPOSAL FORM. All bids must be made upon blank forms which are included in these specifications.

All bids must give the prices proposed, both in writing and in figures. Bids must be signed by the Bidder. If the proposal is signed by an individual, that individual's name and business address must be shown. If made by a firm or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary and treasurer.

E. BIDDER'S GUARANTY. All bids shall be accompanied by one of the following forms of bidder's guaranty: cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the City of Alameda. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it. If, in lieu of depositing cash, a cashier's check, or a certified check, the bidder submits a bidder's bond, the said bond shall, in form, be satisfactory

to the City Attorney of the City of Alameda. A Bid Bond form is provided in Exhibit H.

Said bidder's guaranty which is submitted according to the above paragraph shall, in the event of the failure, for any reason, of the successful bidder or bidders to execute the contract as awarded, be deemed to be liquidated damages to be retained in full by the City of Alameda, but shall not be construed as a penalty for failure to execute said contract. The full amount of the said bidder's guaranty shall also be retained in full by the City of Alameda as consideration payable to the City of Alameda for engineering, accounting and clerical services in formulating specifications for such bid or bids, for advertising costs to the City of Alameda in connection with such bid or bids, and further, as consideration for the award of such contract to such bidder or bidders.

F. RETURN OF BIDDER'S GUARANTIES. Within ten (10) days after the award of the contract, the Public Works staff will return the proposal guaranties accompanying the bids which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompanied.

G. TAXES. Bids must include all state and federal taxes applicable to the transaction.

H. SUBCONTRACTORS. All contractors shall comply with the State Subletting and Subcontracting Fair Practices Act, located in Sections 4100 through 4112 of the California Public Contract Code. A copy of said Act is available in the office of the City Engineer. Said Act is hereby made a part of the specifications on the above-mentioned job and all contractors submitting bids shall accompany the bid with information regarding subcontractors as therein provided. All Subcontractors shall have a current City of Alameda business license.

I. REJECTION OR RETURN OF BIDS. Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The right is reserved to reject any and all bids. The City reserves the right to return bids unopened.

J. BID PROTEST. Any bid protest must be submitted in writing to the Public Works Director, City of Alameda Public Works Department, City Hall West, 950 West Mall Square, Room 110, Alameda, CA 94501 before 5:00 p.m. of the 10th business day following bid opening.

1. The initial protest document shall contain a complete statement of the basis for the protest.
2. The protest shall refer to the specific portion of the document which forms the basis for the protest.
3. The protest shall include the name, address, and telephone number of the person representing the protesting party.
4. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. The Public Works Director will issue a decision on the protest. If the Public Works Director determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

6. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

K. AWARD OF CONTRACT. The award of contract, if it to be awarded, will be to the lowest responsible, and responsive bidder who submits the lowest and best bid and whose proposal complies with all requirements described herein. The award, if made, will be made within ninety (90) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. In the event of a delay the City reserves the right to hold the Bidder to its bid for 90 days from the date the contract is awarded.

Contracts, bonds, insurance, and other documents identified in these specifications and special provisions are to be delivered to the following City address:

**City of Alameda  
City Hall West  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501**

L. EXECUTION OF CONTRACT. The contract, in form and content satisfactory to the City, may be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). If awarded by the City Council, at least five (5) business days prior to the anticipated award date, the Contractor will be notified of apparent award status and requested to provide the documents necessary to complete the contract process. Required documentation shall include two (2) copies of the contract executed by the Contractor, proof of insurance and Payment and Performance bonds. The Contractor will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

No proposal shall be considered binding upon the City until the execution of the contract. Failure to execute a contract and file acceptable bonds and insurance as provided herein within the time frame outlined above shall be just cause for the annulment of the award and the forfeiture of the bidder's guaranty.

M. CONTRACT BONDS. The Contractor shall furnish two good and sufficient bonds. One of the bonds shall be executed in a sum equal to at least one hundred percent (100%) of the contract price, which shall be furnished as required by the Terms of Section 3247 to 3252 of the Civil Code of the State of California (see Exhibit F). The other bond shall guaranty faithful performance of the said contract by the Contractor and shall be executed in a sum equal to at least one hundred percent (100%) of the contract price (see Exhibit E). Bonds shall be furnished by a surety company satisfactory to the City of Alameda.

Whenever any surety or sureties on any such bonds, or any bonds required by law for the protection of the claims of laborers and materials, become insufficient or the City Engineer has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for further bond or bonds or additional surety not exceeding that originally required, as is considered necessary, taking into account the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor, or any

assignee of the Contractor, until such further bond or bonds or additional surety has been furnished. Faithful performance bonds, whether by individual or corporate surety, shall in addition to other terms and conditions, contain the conditions that (1) death of the named principal shall not operate as a release of the obligation hereunder of the surety, and (2) extensions of time, if any, granted by the City to Contractor for performance of the work covered by said bond shall extend for a like time the period of limitations during which surety shall remain bound by the said undertaking.

**MASTICK SENIOR CENTER  
EXTERIOR BUILDING PAINTING**

**SECTION II**

**LEGAL RELATIONS AND RESPONSIBILITIES**

A. LAWS TO BE OBSERVED	7
B. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS	7
C. PREVAILING WAGES	7
D. HOURS OF LABOR	8
E. CERTIFIED PAYROLL	9
F. APPRENTICES	9
G. LABOR DISCRIMINATION.	9
H. REGISTRATION OF CONTRACTORS	10
I. PERMITS AND LICENSES	10
J. PATENTS	10
K. RESPONSIBILITY FOR DAMAGES	10
L. CONTRACTOR'S RESPONSIBILITY FOR THE WORK	10
M. SAFETY PROVISIONS	10
N. NO PERSONAL LIABILITY	10
O. RESPONSIBILITY OF CITY	11
P. PUBLIC CONVENIENCE AND SAFETY	11
Q. NOTICES TO CONTRACTOR	11
R. UTILITIES	11
S. SOUND CONTROL REQUIREMENTS	12
T. CONSTRUCTION SITE CONTROLS	12
V. ASBESTOS AND LEAD BASED PAINTS	13
W. CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977	13
X. SUBMITTALS AND REQUEST FOR INFORMATION (RFI'S)	13
Y. ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIRES CONTRACTORS TO BECOME CERTIFIED LEAD RENOVATORS	14

## **SECTION II. LEGAL RELATIONS AND RESPONSIBILITIES**

A. **LAWS TO BE OBSERVED.** The Contractor shall keep himself/herself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

### **B. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS.**

1. Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

2. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

5. Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

### **C. PREVAILING WAGES:**

1. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Contractor shall fully comply with such Prevailing Wage Laws. Contractor's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

2. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall

defend, indemnify, and hold the City, its elected officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

3. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

4. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

5. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

6. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

7. Pursuant to Labor Code §1775, the Contractor shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Contractor.

8. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

9. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at [www.dir.ca.gov](http://www.dir.ca.gov).

#### D. HOURS OF LABOR.

1. As provided in Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the

employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

2. The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

3. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

E. CERTIFIED PAYROLL.

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

F. APPRENTICES.

1. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

2. Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

3. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

4. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

G. LABOR DISCRIMINATION. No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

H. REGISTRATION OF CONTRACTORS. Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California. All Contractors must have the required license classifications, stipulated in the Notice Inviting Bids (NIB), that allows them to complete the work specified herein, in a professional manner consistent with these specifications.

I. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including City of Alameda business licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost for a City of Alameda business license is not reimbursable. Each Subcontractor shall have a current City of Alameda business license.

**The following permit(s) and/or license(s) are required for this project:**

- 1. A City of Alameda Business License from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda.**

J. PATENTS. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and hold harmless the City of Alameda, its officers, employees and agents from all suits at law or actions of any nature, damages, royalties and costs on account of the use of any patented materials, equipment, devices or processes.

K. RESPONSIBILITY FOR DAMAGES. The City of Alameda, its officers, employees and agents shall not be answerable or accountable in any manner for any loss or damage to the work or any part thereof, nor to any material or equipment used in performing the work, nor for injury or damage to any person or persons, either workers or the public, nor for damage to adjoining property from any cause whatsoever during the progress of the work nor at any time before final acceptance.

L. CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Except as provided above, until formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor will not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contracted amount.

M. SAFETY PROVISIONS. The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Occupational Safety and Health of the Industrial Relations Department (CAL-OSHA).

N. NO PERSONAL LIABILITY. Neither the City Council, City Manager, the City Engineer, nor any other City officer, authorized assistant or agent shall be personally responsible for any liability arising under this contract.

O. RESPONSIBILITY OF CITY. The City of Alameda shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

P. PUBLIC CONVENIENCE AND SAFETY. The Contractor shall so conduct operations as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary or as required by the Engineer to give adequate warning to the public at all times that the work is in progress and of any dangerous conditions to be encountered as a result of the work or of the presence of the Contractor's equipment or machinery.

The use of Flex-o-Lite Model No. 501, or approved equal, will be permitted only in specifically approved locations and only to the extent of 50 percent of the total amount of necessary lighting. Other models of lesser candle power may be permitted in some approved locations at a lesser percentage.

Q. NOTICES TO CONTRACTOR. Any notice required to be given to the Contractor by the City of Alameda or by the City Engineer or by any officer of said City may be given to said Contractor at the address shown in the Contractor's proposal. Such notice may be given by mailing a copy of said notice to the Contractor to such address by United States certified mail. Evidence of such mailing shall be deemed the equivalent of personal services of said notice.

R. UTILITIES. The location of railroad tracks, utility facilities and other structures shall be the responsibility of the Contractor. The Contractor shall contact the Engineer of those tracks, facilities and structures for any information that may be required. The Contractor shall contact Underground Services Alert (USA) at 800-642-2444 forty-eight (48) hours prior to commencement of work.

Where existing sewers and storm drains cross or interfere in any way with construction under this contract, they shall be left in place and the Contractor shall work around them, or where feasible and practical, the Contractor may, with the permission of the City Engineer, remove and replace them at his/her own expense. Precautions shall be exercised to provide bearing under existing sewer lines so encountered to preclude settlement during or after the term of the contract. In the event that some of these sewers are abandoned, they may, with the permission of the City Engineer, be removed and not replaced. The Contractor shall provide submittals for the Engineer's review and approval for supporting utilities.

Wherever and whenever the Contractor anticipates working in an area from which utilities must be removed at the expense of others, he/she shall notify the City Engineer sufficiently in advance (a minimum of ten (10) working days) to permit the Engineer thereof to rearrange or abandon such utilities, and he/she shall cooperate with the Engineer thereof in the performance of the work under this contract.

The work will be so prosecuted that a minimum of damage will result to utility services. In the event that utility services are damaged or interrupted, the Contractor shall immediately, at his/her own expense, restore such services in a manner satisfactory to the City Engineer. In the event that an interruption of utility services is sustained for a period of longer than one-half hour, it shall be the responsibility of the Contractor to notify the occupants of the premises to which said services are connected, so that no damage will accrue on or to said premises.

The Contractor shall perform all work in such manner as to prevent damage to utilities lying outside of or below a required excavation of trench area.

S. SOUND CONTROL REQUIREMENTS. Sound control shall conform to Section 4-10 of the Alameda Municipal Code, which prohibits weekday construction activities between 7:00 pm and 7:00 am.

T. CONSTRUCTION SITE CONTROLS. Within five (5) business days of the date the work is to commence pursuant to the Notice to Proceed (NTP) the Contractor shall submit an Erosion/Stormwater Pollution Prevention Plan (SWPPP) to the City Engineer for review. The SWPPP shall include appropriate erosion and sediment control measures to effectively prevent the entry of soil, dirt, debris and other pollutants to storm water runoff, the storm drain system, lagoons and the bay/estuary during construction. No work in the field under this Contract may begin until the City Engineer has approved the Contractor's SWPPP.

Erosion and sediment control plans/sheets shall indicate the specifications and maintenance schedules for the installation and upkeep of the erosion control mechanisms. Specifications shall be provided for the erosion control practices, perimeter protection(s), any silt fencing and fiber rolls to be used, storm drain inlet protections, stabilized construction entrance(s) and exits, site and excavation dewatering activities, vehicle tire wash area(s), vehicle and equipment servicing area(s), and the materials handling and storage area(s). These specifications should meet the same level of erosion and sediment control effectiveness established by practices identified in the San Francisco Bay Regional Water Quality Control Board's Erosion and Sediment Control Field Manual (510-622-2465), the Association of Bay Area Government's Manual of Standards for Erosion and Sediment Control (510-464-7900) and/or the California Stormwater Quality Association's Stormwater Best Management Practice Handbook – Construction (2003) ([www.cabmphandbooks.com](http://www.cabmphandbooks.com)). Contact City Public Works Department Clean Water Program Specialist Jim Barse (510-747-7930) for additional assistance in obtaining copies of these reference documents.

The Contractor is responsible for ensuring that all of his/her workers and subcontractors are aware of and implement the specific stormwater quality control measures under the approved SWPPP. The Contractor(s) shall avoid creating excess dust when breaking asphalt/concrete and during excavation and grading. If water is to be used as a measure for dust control, use as little as possible. All wash water shall be kept out of streets, gutters and storm drains. Controls shall be implemented before construction begins and maintained until the end of construction at which time they shall be removed.

Failure to comply with the following approved construction Best Management Practices ("BMPs") shall result in the issuance of correction notices, citations and/or a project stop order:

1. Gather all construction debris on a regular basis and place it in a dumpster or other container which is emptied or removed on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution.

V. ASBESTOS AND LEAD BASED PAINTS. Reports of a survey of possible asbestos and lead based paints, in the path of construction, was prepared by **Oaks Environmental Testing**, see **Exhibit I**.

W. CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977. The Contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- The term “facility” means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the Contractor and the subcontractors for the construction, supply and service contracts entered into by the Contractor;
- Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency’s List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated, or suspended in whole or in part;
- It will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- It will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;
- It will include the provisions of Paragraph a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Acts above (40 CFR, Part 15.5), so that such provisions will be binding on each subcontractor or vendor;

In the event that the Contractor or the subcontractor for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5 (a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The Contractor shall notify the Government, as soon as the Contractor’s or the subcontractors’ facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

X. SUBMITTALS AND REQUEST FOR INFORMATION (RFI’S). The Contractor shall submit an RFI within five (5) business days of an event or question of fact arising under the Contract. The Engineer in charge of the project shall have ten (10) business days to respond to an RFI or any Submittal required to be made under the Contract.

Y. ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIRES CONTRACTORS TO BECOME CERTIFIED LEAD RENOVATORS. All contractors who perform renovation, repair, or painting projects that may disturb lead paint to be Lead RRP Certified. The Certified Lead

Renovator Training Course is now available at [www.cleandison.com](http://www.cleandison.com). The EPA's new requirement will affect most contractors conducting common renovation and repair work activities since demolition, deconstruction, sanding, and cutting can generate hazardous lead dust and chips by disturbing lead-based paint. This lead contamination has been proven harmful to both adults and children. To protect against these risks, the EPA is now requiring that all contractors be enrolled in the Lead RRP-Certification by September 30, 2010 in order to perform renovation, repair and painting projects in homes, rental facilities, child-occupied facilities, and schools built before 1978. For any contractor performing this work without the Lead RRP Certification, the EPA may seek penalties of up to \$37,500 per violation, per day.

**MASTICK SENIOR CENTER  
EXTERIOR BUILDING PAINTING**

**SECTION III  
GENERAL PROVISIONS**

<b>Part I. CONTROL OF WORK</b>	16
A. AUTHORITY OF THE ENGINEER	16
B. PLANS	16
C. INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO.	16
D. SUPERINTENDENCE	16
E. INSPECTION	17
F. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK	17
G. FINAL INSPECTION	18
H. FINAL GUARANTEE	18
<b>Part II. PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK</b>	19
A. PROGRESS OF THE WORK AND TIME FOR COMPLETION.	19
B. SUBLETTING AND ASSIGNMENT	19
C. CHARACTER OF WORKER	19
D. TEMPORARY SUSPENSION OF WORK	19
E. TIME OF COMPLETION AND LIQUIDATED DAMAGES	19
F. SUSPENSION OF CONTRACT	20
G. RIGHT-OF-WAY	21
H. CONTROL OF MATERIAL	21
<b>Part III. MEASUREMENTS AND PAYMENT</b>	22
A. MEASUREMENTS AND PAYMENT	22
B. PROGRESS PAYMENTS	22
C. NOTICE OF COMPLETION	23
D. PAYMENT OF THE RETENTION	23

### SECTION III. GENERAL PROVISIONS

#### PART I. CONTROL OF WORK

A. AUTHORITY OF THE ENGINEER. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the interpretation of the plans and specifications; the acceptable fulfillment of the contract on the part of Contractor; and all questions as to claims and compensation.

The Engineer's decision shall be final and he/she shall have executive authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.

B. PLANS. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made to any plans or drawings after the same have been approved by the Engineer.

C. INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO. Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the special provisions, the Contractor shall apply to the Engineer for such further explanation as may be necessary to carry out the work. Upon such application by the Contractor or prospective bidder, or in the event that it appears expedient to the Engineer to further explain, clarify, or amend these specifications, special provisions and plans, the Engineer shall issue addenda thereto and such addenda shall constitute a part hereof, and shall be binding on the Contractor. It is up to the Contractor to check before the bid date that Contractor has all paperwork to complete the bid.

Addenda will be posted on the City's website. Addenda will be forwarded by fax or email, followed by mail, to prospective bidders who have purchased, or obtained a set of these specifications from the City's Public Works Department and have furnished contact information. If the addendum is issued after a pre-bid meeting is held, the addendum will also be forwarded by fax or email, followed by mail, to all attendees who have furnished contact information. All prospective bidders are responsible for inquiring at the Public Works Department (510-747- 7900) within four (4) working days prior to the bid opening, to determine if any addenda have been issued. Do not rely upon third party providers of the original plans and specs to issue all addenda. Contractor shall acknowledge receipt of all addenda on the Bid and those Bids that do not have acknowledgment of all addenda will be considered non-responsive.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

D. SUPERINTENDENCE. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer in writing and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

E. INSPECTION. The Engineer shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.

The Contractor shall give at least 48-hour notice in writing when he will require inspection on subgrade, formwork, concrete paving, etc. Inspection will routinely be carried out at pre-scheduled time established at the pre-construction meeting. Inspection will only be carried out for substantial quantities of work ready for inspection.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer, so that proper inspection may be provided. Any work done in the absence of the Engineer is subject to rejection.

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted or estimated for payment.

Working hours in the field are restricted to 7 AM through 6 PM, Monday through Friday, excluding City Holidays, and shall constitute "normal working hours." The Public Works Department Inspectors work on Friday's and can be reached at 510-747-7900. In some locations, as noted on the Plans, normal working hours may be further restricted to avoid traffic and/or school-related conflicts. Any work in the field performed outside of these hours, including, but not limited to, construction, clean up, and mobilization/demobilization, shall be subject to removal and the Contractor fined \$5,000 per incident, unless such work has been previously authorized by the Engineer in writing.

Inspection hours for construction shall be from 8 AM through 3 PM, Monday through Thursday, excluding City Holidays, and shall constitute "normal inspection hours." The Public Works Department Inspectors work on Friday's and can be reached at 510-747-7900. Unless prior written authorization has been received from the Engineer, the Contractor shall not perform any work outside of these hours except for general clean up, demobilization, and placement of no-parking signs. The Contractor shall pay the salary and benefits, including overtime, of the City employee(s) for inspection of any work performed outside of the normal inspection hours. Projects financed in whole or in part with state funds shall be subject to inspection at all times by the Director of Public Works of the State of California, or his agents.

E. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK. All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction.

Any work, or any extra work done, beyond what is indicated herein the specifications or established by the Engineer, without written authority, shall be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the cost thereof from any monies due or to become due the Contractor.

The fact that the work and materials have been inspected from time to time, and payments on account have been made, does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one year from the date of the completion of the work by the Contractor and its acceptance by the City.

G. FINAL INSPECTION. Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the Engineer will make the final inspection.

H. FINAL GUARANTEE. It is understood that the Contractor is skilled in the trade or calling necessary to perform the work set forth within the plans and specifications, and that the City of Alameda, not being skilled in such matters, relies upon the Contractor to do and perform all work, acts, and things necessary to carry out the contract in the most skilled and desirable manner, and the Contractor guarantees the workmanship and materials to be the best of their kind. The acceptance of any part or of the whole of the work by the City does not operate to release the Contractor or the Contractor's surety from said guarantee.

The Contractor shall be held responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising from or discovered in any part of the contract work within one year of the completion and acceptance of the same. The bond for faithful performance, furnished by the Contractor, shall cover such defects and protect the City of Alameda against any and all such defects.

Nothing in this section supersedes contractor obligations for repair and replacement of work pursuant to the Public Contract Code.

## **PART II. PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK**

**A. PROGRESS OF THE WORK AND TIME FOR COMPLETION.** The Contractor shall submit the Initial Project Submittal Package to the City Engineer for review. The Initial Project Submittal Package shall address the entire project, and shall include the (first 20 working days at minimum), Waste Reduction, and Recycling Plan, and the full project schedule. Contractor shall not commence work in the field until Engineer has approved the Initial Project Submittal Package.

The Contractor shall not commence construction on any section of the work until such time that he/she shall have on the ground, or can furnish definite assurance to the Engineer that there will be available when required, all the materials necessary to complete the section of the work upon which construction is to begin.

The Contractor shall submit a three week look-ahead work schedule every Monday and upon the issuance of any change order that alters the contract's schedule. Engineer shall have ten (10) working days to respond to the updated work schedule, and Contractor shall abide by most recently approved schedule until a new one has been approved in writing by the Engineer.

**B. SUBLETTING AND ASSIGNMENT.** The Contractor shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Public Works Director, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

This contract may be assigned only on written consent of the City Council.

**C. CHARACTER OF WORKER.** If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly manner, said worker shall be discharged immediately on the requisition of the Engineer and such person shall not again be employed on the work.

**D. TEMPORARY SUSPENSION OF WORK.** The Engineer shall have the authority to suspend the work wholly or in part for such period as he/she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he/she may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any of the provisions of the work. The Contractor shall immediately obey such orders of the Engineer and shall not resume suspended work until ordered in writing by the Engineer.

**E. TIME OF COMPLETION AND LIQUIDATED DAMAGES.** It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the contract's term as set forth in these specifications, damage will be sustained by the City of Alameda, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is

therefore agreed that the Contractor will pay to the City of Alameda the sum of per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Alameda may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge the Contractor, his heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extensions, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Engineer in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of the delay and his findings of the facts thereon shall be final and conclusive.

**F. SUSPENSION OF CONTRACT.** If, at any time, in the opinion of the City Council, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and shall he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City Council may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the City Council or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City Council may deem proper; or the City Council may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all monies due the Contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

G. **RIGHT-OF-WAY.** The right-of-way sufficient for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside of the limits of right-of-way, unless otherwise provided in the special provisions. Contractor's staging area must be approved by the Engineer.

## **I. CONTROL OF MATERIAL**

1. **SAMPLES AND TESTS.** At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

2. **DEFECTIVE MATERIALS.** All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work unless otherwise permitted by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

### **PART III. MEASUREMENTS AND PAYMENT**

A. MEASUREMENTS AND PAYMENT. Payment for work done under the contract shall be made on the basis of the sums as calculated from the finally measured quantities of work done and the agreed unit and lump sum prices. Payment shall be full compensation for furnishing all labor, materials, tools and equipment and doing all the work necessary to construct the items for which payment is being made, complete in place as shown on the plans and described in the specifications.

B. PROGRESS PAYMENTS. The City shall, once each month, cause an estimate in writing to be made by the City Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used at the time of such estimate, and the value thereof. The City of Alameda shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, as aforesaid, as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Contractor warrants and certifies that upon signature of pay estimate, all work has been performed in strict compliance with the Contract Documents, and all work for which progress payments have been previously issued and payment has been received from City, shall be free and clear of all third-party claims, stop notices, security interests, and encumbrances.

Payment of all, or any part, of an estimate in writing may be withheld on account of any of the following:

1. Defective work not remedied;
2. Third-party claims against Contractor or City arising from the acts or omissions of Contractor or subcontractors;
3. Stop Notices;
4. Failure of Contractor to make timely payments due to subcontractors for material or labor;
5. Damage to the City or others for which Contractor is responsible;
6. Failure of Contractor to maintain, update, and submit record documents;
7. Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
8. Performance of the work by Contractor without properly processed shop drawings;
9. Liquidated damages assessed;
10. Any other failure of Contractor to perform its obligations under the Contract Documents.

SUBSTITUTION OF SECURITIES FOR WITHHELD ACCOUNTS. Pursuant to Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or

federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section shall include those listed in Section 22300 of the Public Contract Code of the State of California or bank or savings and loan certificates of deposit.

Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain, as a minimum, the following provisions:

1. The amount of securities to be deposited.
2. The terms and conditions of conversion to cash in case of the default of the Contractor.
3. The termination of the escrow upon completion of the contract.

C. NOTICE OF COMPLETION. Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the Engineer will make the final inspection.

When such final inspection shows that the work has been completed in conformance with the contract documents, the Engineer will recommend the formal acceptance of the work by the City; and upon such acceptance, Notice of Completion will be recorded.

D. PAYMENT OF THE RETENTION. The City Engineer shall, after the completion of the contract, total all amounts retained under the provisions of the contract. Final payment of retention shall be in conformance with Public Contract Code Section 7107.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate of final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the Contractor; and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Alameda, its officers, employees and agents from any and all claims or liability on account of work performed under the contract or any alteration thereof.

**MASTICK SENIOR CENTER  
EXTERIOR BUILDING PAINTING**

**SECTION IV  
SPECIAL PROVISIONS**

<b>PART 1</b>	<b>GENERAL</b>	<b>25</b>
	1.1 SUMMARY	25
	1.2 LEAD BASED PAINTS (LBP)	26
	1.3 SUBMITTALS	26
	1.4 GENERAL REQUIREMENTS	27
	1.5 QUALITY ASSURANCE	28
	1.6 WORK INCLUDED	28
	1.7 PRODUCT HANDLING	28
	1.8 ENVIRONMENTAL CONDITIONS	28
	1.9 PROTECTION AND CLEAN UP	28
	1.10 GUARANTEE	29
<b>PART 2</b>	<b>PRODUCTS</b>	<b>29</b>
	2.1 MATERIALS	29
	2.2 PAINTING SCHEDULE	30
<b>PART 3</b>	<b>EXECUTION</b>	<b>31</b>
	3.1 PREPARATION	31
	3.2 APPLICATION	32

## **SECTION VII. SPECIAL PROVISIONS**

### **PART 1- GENERAL**

#### **1.1 SUMMARY:**

The work includes, but not limited to, the furnishing of all materials, labor, and equipment and the completion of all painting and painter's finish on all exposed exterior surfaces as required to complete the painting of the of Mastick Senior Center building, 1155 Santa Clara Avenue, Alameda, CA 9450, in accordance with the contract, specifications, and drawing.

Such surfaces include, but not limited to, stucco walls, concrete walls, painted metal, benches, pipes, conduits, soffits, overhangs, window frames, doors, jams, thresholds and entry ways, metal channels, gutters, facial trim, vents, downspouts and metal roofing with the specified paint, or of better quality. Contractor shall implement BMPs to protect occupants and the general public from drift, noise or any other identified or known nuisance created or as a result of the painting project. Non-painted surfaces shall be protected including tarping, masking of surface such as operating placards or prefinished items and all landscaping, glass or paving surfaces located at the project site.

All work shall conform to all applicable State, local, regional and Federal codes, ordinances, and regulations as prescribed by the City. A general project site layout (Exhibit A) showing the existing structures will be referred to as a guide and measurements, quantities, and counts remain the responsibility of the Contractor.

Contractor will provide license, labor, materials, services, skills, supervision, and necessary tools and equipment to insure that all work is executed in a professional workmanship manner. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Contractor hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Contractor shall keep the property and equipment free and clear at all times of litter and interferences. All materials, preparation and workmanship shall conform to requirements of Standards for Public Works Construction Inc. latest version and the plans and specification. Contractor shall provide the following services within the boundaries of the facility

The Notice to Proceed (NTP) for this project is tentatively scheduled to be issued by end of September 2016. The Contractor shall have twenty (29) calendar days, from the date the work is to commence pursuant to the Notice to Proceed (NTP) to complete the work.

Contractor shall not work during the following City holidays:

<b>Labor Day</b>	<b>Monday, September 5, 2016</b>
<b>Veteran's Day</b>	<b>Friday, November 11, 2016</b>
<b>Thanksgiving Day</b>	<b>Thursday, November 24, 2016</b>
<b>Day after Thanksgiving Day</b>	<b>Friday, November 25, 2016</b>
<b>Christmas Day</b>	<b>Monday, December 26, 2016</b>

## **1.2 LEAD BASED PAINTS (LBP):**

1.2.1 Report of a survey of possible lead based paints (LBP), in the path of construction, was prepared by **Oaks Environmental Testing and is part of these specifications, see Exhibit I.**

### 1.2.2 Lead Safe Work Practices & Guidelines

Contractor shall presume the presence of lead-based paint (LBP) on all coated surfaces. The execution of the work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines. Some of these standards include 29 CFR 1926.- Construction Industry Standard; 29 CFR 1926.62 Construction Industry Lead Standard; 29CFR1910.1200 Hazard Communication; 40CFRPart 261-EPA Regulations; Title 8 CCR '1532.1 -CalOSHA Construction Safety Orders; Title 17CCR and the HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing. By submission of a bid the contractor confirms compliance with all relevant legal and regulatory requirements for control of lead-based paint hazards and ensures safe work environment during construction and upon completion in all work areas and all areas effected by scope of work indicated in the contract and related documents.

1.2.3 All firms must submit copies of their company's EPA certification as well as training certificates for all workers who might disturb any coated surfaces during the conduct of their scope of work. ONLY certified firms may perform any work that disturbs any painted surface or any demolition of tile etc. that might contain lead.

The Contractor shall take all precautions necessary to protect persons and property from lead paint hazard. All Hazardous waste shall be tested and disposed off properly and in accordance with all laws and regulations. All contractors MUST be EPA Certified Contractor and provide current certification for firm and all site workers who will disturb any coated surfaces.

1.2.4 Protection of Property: Protect all adjacent properties and Owner's properties, including but not limited to automobiles, trees, shrubs, walks and driveways. Leave Owner's premises clean of paint drippings, chips, scrapings, dust, splatters, overspray and all debris associated with the work.

## **1.3 SUBMITTALS:**

1.3.1 Contractor shall prepare 8 x 11 inch samples of colors and textures based upon the color selections and shall submit them in duplicate for approval.

Provide large mock-up on provided wall surface, determined by the Engineer for approval of color, sheen, and texture.

1.3.2 Contractor shall submit a list of all materials proposed for use for approval. If required by the Engineer, the Contractor shall submit chemical analysis of paint material for review.

## 1.4 GENERAL REQUIREMENTS:

- 1.4.1 The Contractor shall coordinate the commencement of work with the Engineer and submit a detailed construction schedule for review and approval prior to the commencement of the project so as not to cause inconvenience to the facility. Scheduling for this project is of high priority from commencement to completion. Workdays and hours are **Monday through Friday, 7 a.m. to 6 p.m.** This will reduce the conflict with the normal operations of the center.
- 1.4.2 The Contractor shall post notices in conspicuous areas in advance of beginning work on specified phase, noting start date, any instructions to occupants and business phone number.
- 1.4.3 The Contractor shall examine the specifications of other trades and shall consult with the other trades to determine the full extent of work and items which are specified to include shop priming and shop finish painting.
- 1.4.4 All conditions affecting the work of this section shall be verified at the job site.
- 1.4.5 No materials other than those specified, or equally approved or better, shall be delivered to the job or used on the work. Materials shall be delivered in manufacturer's sealed containers with labels defining the contents thereon.
- 1.4.6 Paint materials and equipment, when not in actual use, shall be stored in places specifically assigned for the purpose. Such storage space shall be well ventilated and adequately fire protected. All paint mixing and handling shall be performed in these assigned areas and all containers used for mixing and handling shall be metal and suitably designed for safety. All paint materials, including rags, tarpaulins, mixers, empty containers and filled or partially filled containers shall be removed from the building areas at the close of each working day.
- 1.4.7 Rework surfaces not properly prepared to receive paint finishes to the satisfaction of the Engineer.
- 1.4.8 Prepare surfaces in compliance with manufacturer's requirements for coatings to be applied. All surfaces must be clean and dry, free of foreign matter and contaminants. Use cleaning methods as appropriate or indicated; including pressure washing, scraping, sanding, and wire brushing. Utilize power scrapers, grinders and wire brushes carefully to minimize damage to substrate.
- 1.4.9 Completion of all surface preparation, such as washing, scraping, sanding, and wire brushing, to be approved by the Engineer prior to commencing painting work.
- 1.4.10 Implementing BMPs: The Contractor will provide dust and noise protection to the center as necessary, and secure the openings during work hours using construction paper/

sheeting or equivalent to protect existing structure or possible breaches. Contractor shall remove debris from the work site daily

### **1.5 QUALITY ASSURANCE:**

- 1.5.1 Regulatory Requirements: Comply with applicable codes and regulations of governmental agencies having jurisdictions including those having jurisdiction over airborne emissions and industrial waste disposal. Where those requirements conflict with this Specification, comply with the more stringent provisions.
- 1.5.2 Comply with the current applicable regulations of the California Air Resources Board (CARB) and the Environmental Protection Agency (EPA).

### **1.6 WORK INCLUDED:**

- 1.6.1 The intent and requirement of this section, is that all work, items and surfaces which are normally painted and finished in a building of this type and quality, shall be so included in this contract, whether or not said work, item or surface is specifically called out and included in the schedules, or is not, specifically mentioned in these specifications.
- 1.6.2 All exposed mechanical, plumbing and electrical work, which is not factory finished, shall be painted under this section.

### **1.7 PRODUCT HANDLING:**

Deliver all paint to site in manufacturer's labeled and sealed containers. Labels shall give manufacturer's name, brand, type, batch number, color of paint and instruction for reducing. Thin only in accordance with printed directions of manufacturer.

### **1.8 ENVIRONMENTAL CONDITIONS:**

Do not apply exterior paint in damp, rainy weather or until the surface has dried thoroughly from the effects of such weather. Do not apply varnish or paint when temperature is below 50 degrees F. Avoid painting surfaces when exposed to hot sunlight.

### **1.9 PROTECTION AND CLEAN UP:**

- 1.9.1 Before painting, remove hardware, accessories, plates, door canopies, lighting fixtures and similar items or provide ample protection of such items. On completion of each space, replace and reinstall above items. Use only skilled mechanics for removing and connecting above items. Protect adjacent surfaces as required or directed.
- 1.9.2 Wherever painting and finishing work is being performed, all floors, surfaces and items shall be carefully protected from damage by the painting work. Clean drop cloths shall

be provided and used wherever necessary. All supplies, materials, paints, containers, etc. shall be orderly and carefully arranged and protected. All accidental spatter, spillage, etc., shall be immediately cleaned and the damaged surfaces restored to perfect condition. All paint spots and spatter on glass porcelain fixtures, etc., shall be completely removed and the surface cleaned.

Contractor shall be responsible for any damage to other work. Any materials which, in the opinion of the Engineer, have become damaged to such an extent that they cannot be restored to their original condition shall be replaced at the Contractor's expense.

Work not to be finished under this contract shall be protected against spatter, stain or soiling, and each type of finished surface shall be protected against defacement by other subsequent finishes. Such protected items are, but not limited to, to include all permanent labels on doors and windows, receptacle and switch plates, vinyl and rubber base moldings, as well as sprinkler heads, smoke detectors and carbon monoxide detectors.

1.9.3 At the completion of work in each space or room, all materials, supplies, debris and rubbish shall be removed and the areas left in a clean, orderly condition.

### **1.10 GUARANTEE:**

This Contractor shall, in writing, guarantee the painting work against peeling, fading, cracking, blistering, or crazing for a period of two (2) years from the time the Notice of Completion is filed.

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS:**

- 2.1.1 Paint materials shall be manufactured by Benjamin Moore as indicated in the Paint Schedule or approved equal, or better.
- 2.1.2 All products must be applied in accordance with the Approved manufacturer's directions.
- 2.1.3 The Contractor shall secure the Color Schedule before undercoating. Unless otherwise specified, all undercoats shall be tinted slightly to approximate the color of the finish coat. Approval of color shall be obtained by the Engineer before proceeding with the work.
- 2.1.4 Where a specific name is not given for a product or ingredient, such item shall be of the best quality of the approved manufacturer, which is normally used for the intended purpose.

## 2.2 PAINTING SCHEDULE

This table includes, but not limited to, the Paint Schedule. For additional clarifications and information please see Exhibit A.

#	Description	Paint Specifications
1	All <b>stucco areas</b> , unless otherwise specified differently in Exhibit A, to receive Benjamin Moore, or approved equivalent, or better, color.	HC-77 Alexandria Beige
2	All <b>wood doors</b> facing the courtyard to receive Benjamin Moore, or approved equivalent, or better, color.	2082-10 Chestnut
3	All <b>other wood doors</b> to receive Benjamin Moore, or approved equivalent, or better, color.	Adobe Beige AC-7 also known as 1128 Adobe Beige
4	All <b>soffit overhangs areas</b> within the courtyard to receive Benjamin Moore, or equal, or better, color.	HC-77 Alexandria Beige
5	All <b>other soffit overhangs areas</b> to receive Benjamin Moore, or equal, or better, color.	Adobe Beige AC-7 also known as 1128 Adobe Beige
6	All <b>Metal rails and Posts</b> to receive Benjamin Moore, or approved equivalent, or better, color.	Adobe Beige AC-7 also known as 1128 Adobe Beige
7	All <b>Iron gates</b> to receive Benjamin Moore, or approved equivalent, or better, color.	2082-10 Chestnut
8	All <b>wood Fascia and Belly Bands areas</b> to receive Benjamin Moore, or approved equivalent, or better, color.	2082-10 Chestnut
9	<b>Wood Benches</b> to receive Benjamin Moore, or approved equivalent, color.	Adobe Beige AC-7 also known as 1128 Adobe Beige
10	All <b>wood casings and window trim</b> to receive Benjamin Moore, or approved equivalent, or better, color.	Adobe Beige AC-7 also known as 1128 Adobe Beige
11	All <b>Roof metal trim</b> to receive Benjamin Moore, or approved equivalent, or better, color.	Paint to match existing paint color scheme
12	Misc. work, including but not limited to, <b>pipes, conduits, boxes</b> paint to receive Benjamin Moore, or approved equivalent, or better, color, matching existing paint color.	To match existing paint color scheme

## **PART 3 – EXECUTION:**

### **1.1 PREPARATION:**

This section must comply with subsection 1.2 (LEAD BASED PAINTS) of Part I of Section IV of the Special Provisions.

- 3.1.1 All surfaces shall be clean, dry, firm, and free of dirt, oil, grease, efflorescence, mildew, chalk, and loose material prior to painting and finishing. Loose and peeling paintings, dirt and dust shall be removed using wet methods (no pressure washing) by bristle brush, sanding, scarping, and water cleaning. Oil and grease shall be removed by solvent cleaning, using a solvent such as mineral spirits and wiping with clean cloths. Surfaces shall be given a final rinse of clean solvent. Surfaces which have been contaminated with chemicals shall be thoroughly rinsed with water. The first coat of paint shall be applied as soon as possible after cleaning and drying the surfaces.

Cracks ranging from 1/64” to 1/32”, apply generously, appropriate Benjamin Moore Elastomeric Patching Compound (Brush Grade), or equivalent, over the entire area in need of renovation. If surface is chalky, apply an appropriate Benjamin Moore surface conditioner before application of sealant or equivalent product. Rout out cracks exceeding 1/32” wide by 1/4” deep. When completed, flush joint out with water and check to see that the surface is sound and free of grinding dust. Once joint is sound, use a bond breaker tape to prevent three-point adhesion.

Fill wood-to-wood, wood to stucco joints, and cracks with a sealant and/or elastomeric patch to match surrounding substrate; including window trim, fascia joints, handrail joints, and trim to stucco gaps.

Fill field cracks and splits with Benjamin Moore Elastomeric Patching Compound smooth or equivalent on stucco or Urethane Fortified Acrylic Sealant elastomeric caulking on wood or approved alternative equivalent product.

- 3.1.2 Ensure that hardware is removed or protected before painting, and then reinstalled when painting in that area is complete

3.1.3 **STUCCO/PLASTER/CEMENT:**

- Use wet methods (no pressure washing) to remove dirt, dust, contaminants, and loose, flaking, and peeling paint from surfaces.
- Patch large voids and cracks with Benjamin Moore Elastomeric Sealant System, or approved equivalent.
- Match existing stucco texture to blend in when surface is painted.
- In the areas where the concrete is failing and causing the paint to peel, perform a pH test to assure acceptable pH level of 8 to 10 prior to coating address and correct.

### 3.1.3 FERROUS METAL:

- Use wet methods (no pressure washing) to wash metal where feasible to remove dirt, contaminants, rust scale or oxides, and loose and peeling paint.
- Remove excess rust, loose, flaking or peeling paint using SSPC standard methods, SSPC-SP 2 Hand Tool Cleaning or SP-3 Power Tool Cleaning to provide a surface for paint application.
- All shop primed surfaces shall be repaired and touched up wherever shop priming is damaged, and at all welds.
- Prime bare and sound rusted metal with recommended primer.

### 3.1.4 NON-FERROUS METAL:

- Use wet methods (no pressure washing) to wash metal where feasible to remove dirt, contaminants, and loose and peeling paint.
- Remove loose or peeling paint using SSPC standard methods, SSPC-SP 2 Hand Tool Cleaning, to provide a surface for paint application.
- Prime bare metal with recommended primer

3.1.5 Concrete surfaces shall be thoroughly cleaned of all traces of form oil and other deposits from form surfaces and shall have all laitance and powder removed. Surfaces shall be clean and sound and thoroughly cured and dried before starting the painting work. In the areas where the concrete is failing and causing the paint to peel, perform a pH test to assure acceptable pH level of 8 to 10 prior to coating address and correct.

3.1.6 Wood surfaces shall be sanded smooth and cleaned prior to application of the first coat. Holes, splits and scratched shall be puttied or spackled smooth after first coat application.

## 3.2 APPLICATION

3.2.1 All materials shall be applied and cut in neatly and evenly so as to dry uniformly to the color and sheen required and shall be free from runs, sags, crawls, wrinkles, shiners, streaks, defects, and brush marks.

3.2.2 All materials shall be applied in accordance with the approved manufacturer's directions and specifications. Any thinning required, shall be done in the manner and the type of reducer recommended.

3.2.3 The number of paint coats is two (2) coats and is the minimum number acceptable. If full coverage is not achieved with the specified number of coats, apply additional coats as necessary to produce the required finish color.

3.2.4 In enclosed spaces, the application and drying of paint shall be performed only when the temperature is 65 degrees F. or above and maintained constantly to prevent condensation.

- 3.2.5 Enamel coats shall be sanded smooth prior to re-coating. All defects and unevenness in previously applied coating shall be repaired before applying the next coat.
- 3.2.6 DO NOT apply paint in rain, fog, mist, when surface temperature is below 50 degrees Fahrenheit or when rain is imminent.
- 3.2.7 Workmanship shall be of the very best quality and only skilled mechanics shall be used on this project.
- 3.2.8 The work of this section shall be subject to the approval of the Engineer. Any work in need of correction because of improper preparation or workmanship, or as a result of failure to comply with these Specifications, shall be satisfactorily corrected by this Contractor at his/her own expense, and without additional costs to the Owner..
- 3.2.9 Commencement of the painting work by this Contractor shall signify his acceptance of all surfaces as satisfactory to receive the finish specified herein.
- 3.2.10 This Contractor shall be responsible for the complete painting finishing of all surfaces indicated in the Painting Schedule and as specified herein. Where questions occur as to the indicated surfaces, he shall inform the Engineer and receive clarification therefrom.
- 3.2.11 Immediately clean up accidental splatters, spills and misplaced paint, and restore the affected area to its original condition. At completion of work, remove materials, supplies, debris and rubbish, and leave workspaces and paint storage areas in a clean, acceptable condition.
- 3.2.12 The Contractor shall remove and dispose of all structures, debris, or other obstruction of any character to the construction of the project if and as required by the Engineer.

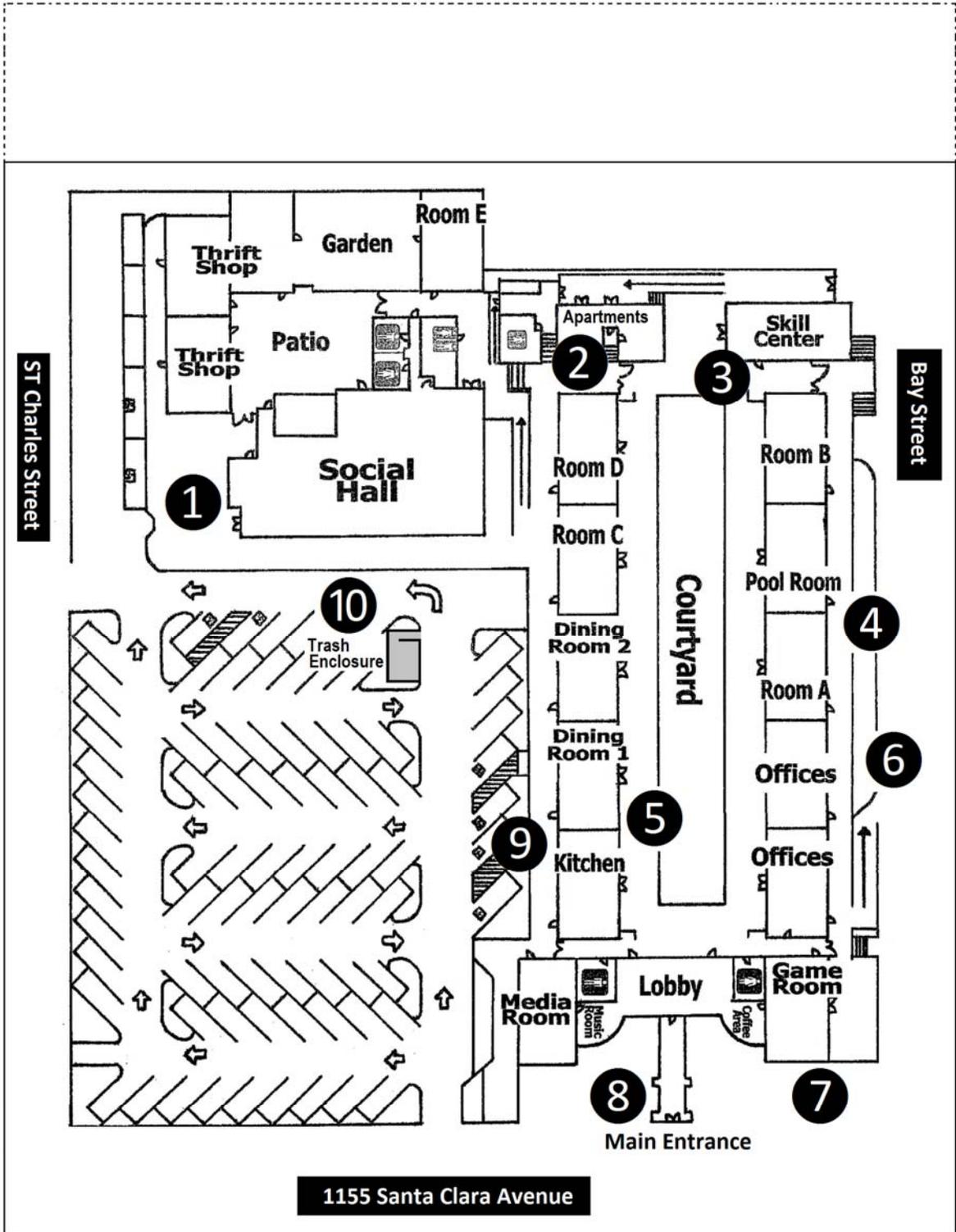
CITY OF ALAMEDA  
CALIFORNIA

**MASTICK SENIOR CENTER  
EXTERIOR BUILDING PAINTING**

**Exhibits**

<b>Exhibit A</b>	Locations
<b>Exhibit B</b>	Bidder's Proposal
<b>Exhibit C</b>	Contractor's Certified Payroll Forms
<b>Exhibit D</b>	Contractor Agreement
<b>Exhibit E</b>	Emergency Form
<b>Exhibit F</b>	Performance Bond Form
<b>Exhibit G</b>	Payment Bond Form
<b>Exhibit H</b>	Bidder's Bond
<b>Exhibit I</b>	Lead –Based Paint Inspection Report

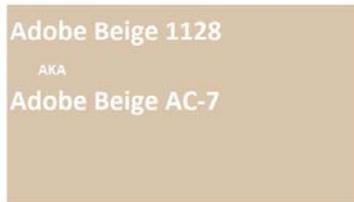
Lincoln Avenue



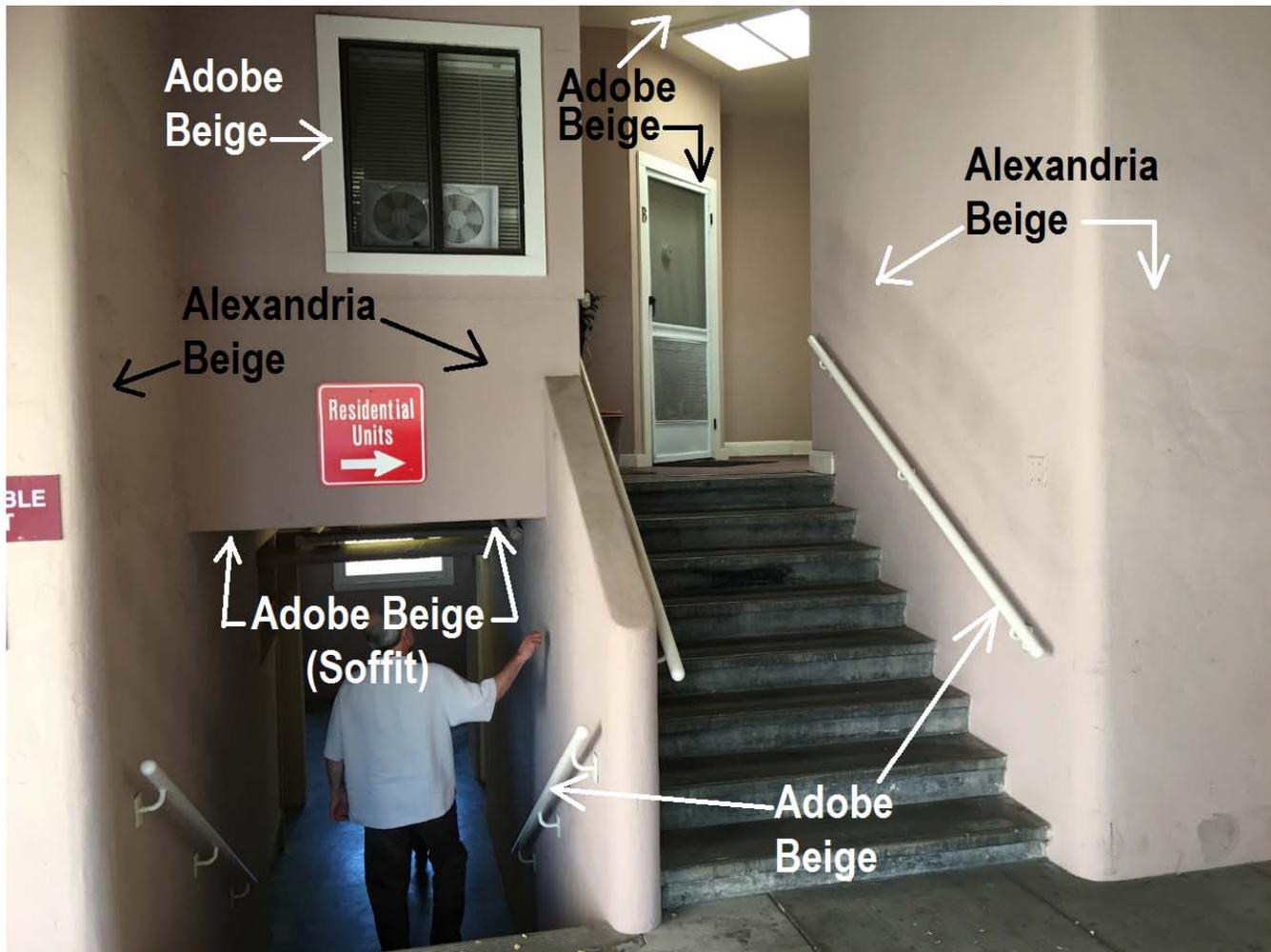
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# Exhibit A

# 1 Social Hall Entrance



# 2

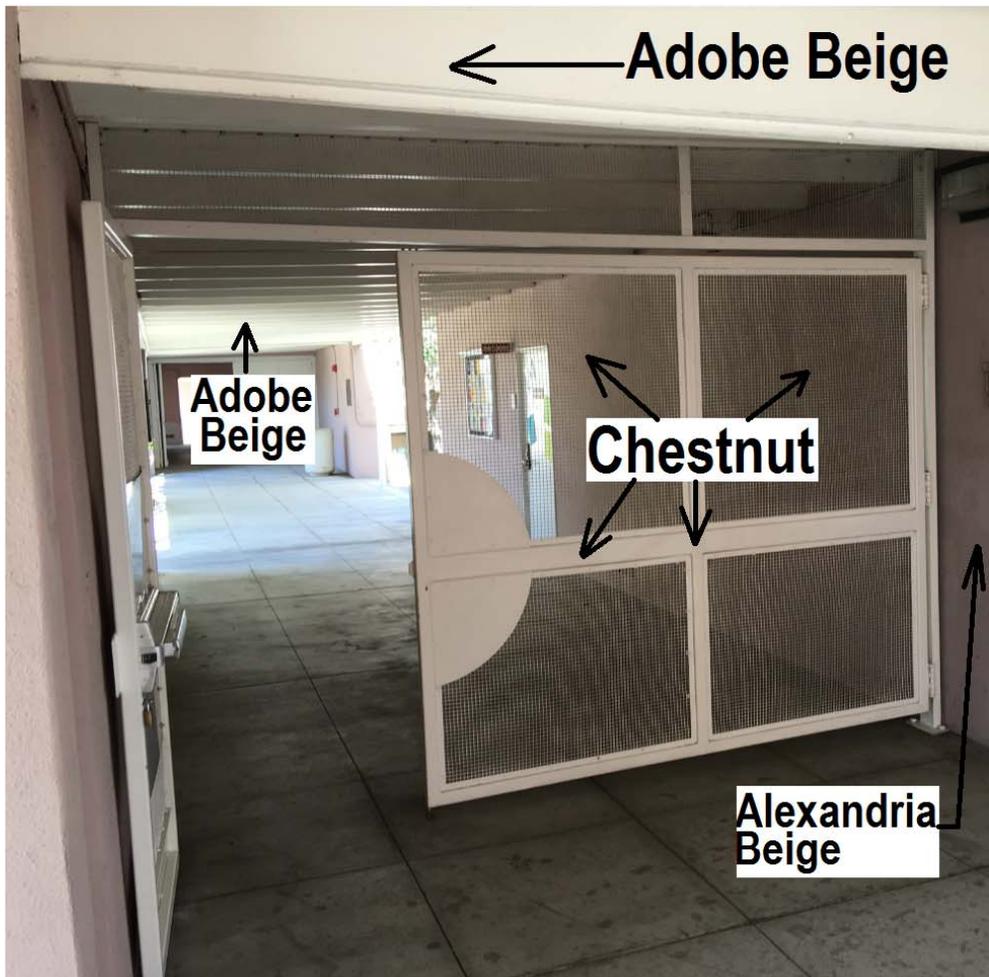


**Alexandria Beige (HC-77)**

**Adobe Beige 1128**  
**Adobe Beige AC-7**

**Chestnut 2082-10**

3



**Alexandria Beige (HC-77)**

**Adobe Beige 1128**  
**Adobe Beige AC-7**

**Chestnut 2082-10**

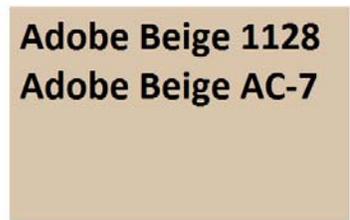
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**Alexandria Beige (HC-77)**

**Adobe Beige 1128**  
**Adobe Beige AC-7**

# 5



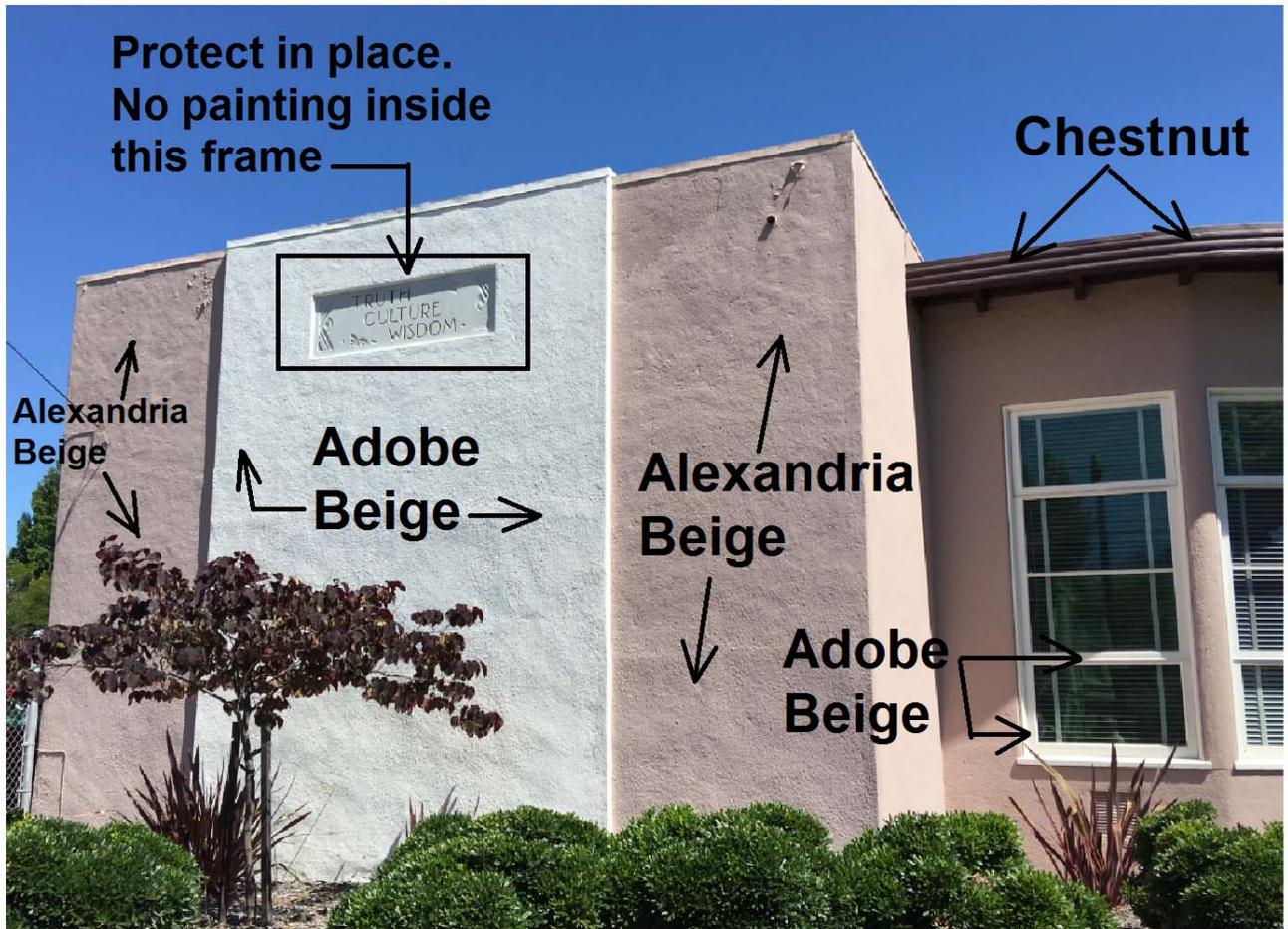
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**Adobe  
Beige**

**Adobe Beige 1128  
Adobe Beige AC-7**

7



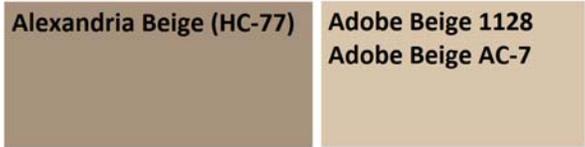
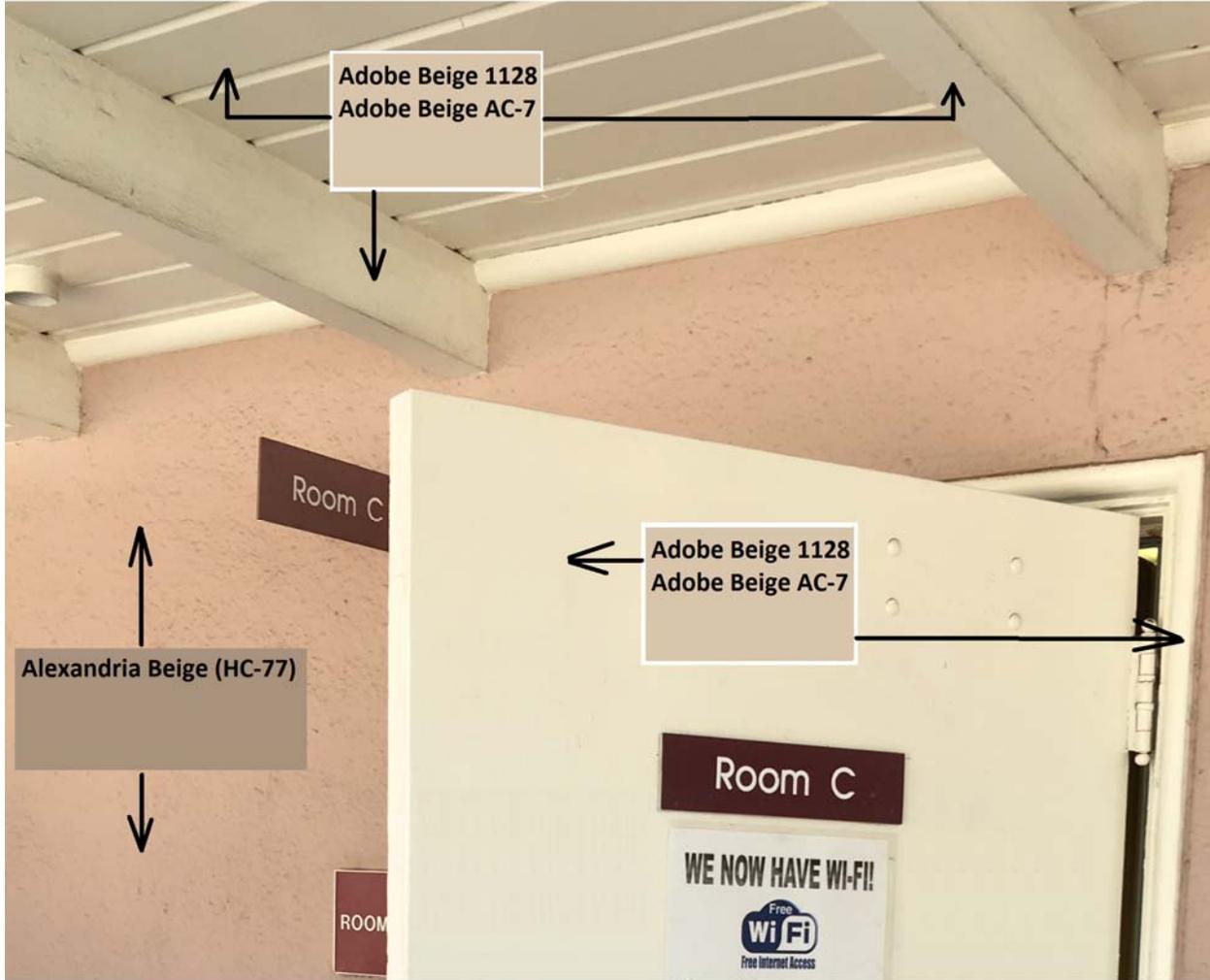
Alexandria Beige (HC-77)

Adobe Beige 1128  
Adobe Beige AC-7

Chestnut 2082-10



9



9

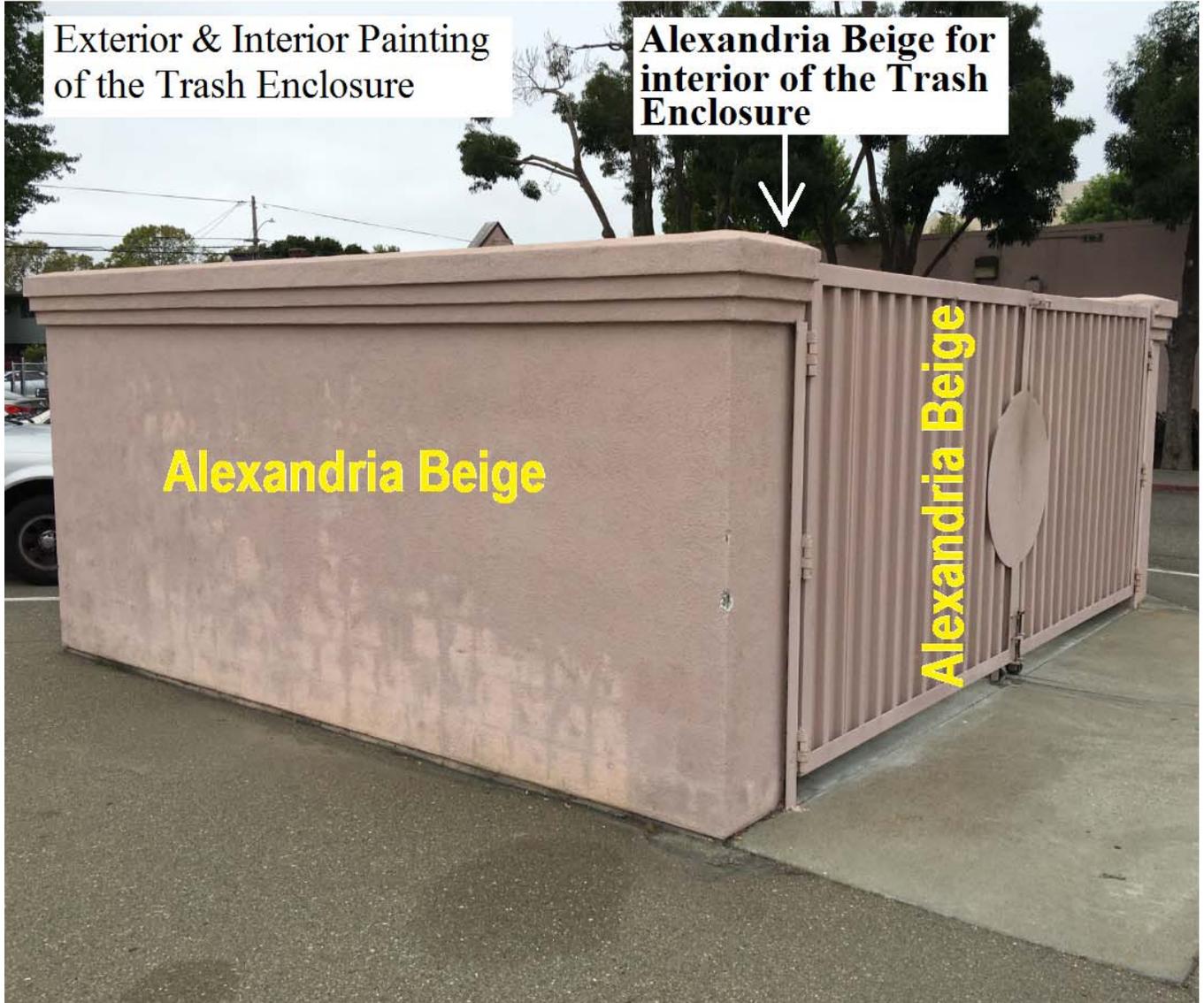


**Alexandria Beige (HC-77)**

**Adobe Beige 1128**  
**Adobe Beige AC-7**

The garbage dumpster is dumped on Tuesdays.  
The recycling (green, blue, and cardboard) is dumped on Thursdays.

10



**Alexandria Beige (HC-77)**

## **Exhibit B**

# **BIDDER'S PROPOSAL FORM**

- Bidder's Proposal
- Subcontractors to be used in the Performance of this Contract (Form)
- Security for Compensation Certificate
- Important Instructions

# EXHIBIT B

BIDDER'S PROPOSAL  
FOR  
MASTICK SENIOR CENTER  
EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
CITY HALL  
ALAMEDA, CALIFORNIA

The undersigned, having carefully examined all of the Project Specifications; Exhibits, Contract Documents; Permits issued by jurisdictional regulatory agencies; and all other information provided by the City of Alameda for the above project, is familiar with the conditions, having personally visited the site of the work, and hereby proposes to furnish all Labor, Materials, Tools, Equipment, all utility, and transportation services, and all incidental work necessary, within time stipulated, to deliver all the improvements complete, in place and in strict conformity with the contract documents, for the unit prices named in the schedule of work and bid prices.

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten business days, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

\_\_\_\_\_  
Bidder's Company Name (please print or type)

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

CITY OF ALAMEDA  
 MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
 CIP 91609  
 No. P.W. 08-16-16

BID PROPOSAL

All applicable sales taxes, State and/or Federal taxes, and any other special taxes, patent rights or royalties are included in the prices quoted in this Proposal in accordance with the project specifications.

BID ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1.	Paint the Thrift Shop Buildings per the Project Specifications.	Each	3		
2.	Paint the Social Hall Building per the Project Specifications.	Each	1		
3.	Paint Apartments A and B per the Project Specifications.	Each	2		
4.	Paint the Garden Area per the Project Specifications.	Each	1		
5.	Paint the Patio Area per the Project Specifications.	Each	1		
6.	Paint Rooms A, B, C, D and E per the Project Specifications.	Each	5		
7.	Paint the Offices per the Project Specifications.	Each	2		
8.	Paint the Kitchen & Dining Rooms per the Project Specifications.	Each	3		
9.	Paint the Skill Center, Game Room, Media Room, Lobby, Pool Room, and Main Entrance per the Project Specifications.	Each	6		
10.	Paint the Wooden Benches per the Project Specifications	Each	4		
11.	Paint interior and exterior of the Trash Enclosure per the Project Specifications.	Each	1		
12.	Misc. work, including, but not limited to, pipes, conduits, boxes paint to receive Benjamin Moore, or approved equivalent, or better, color and, matching existing paint color per the Project Specifications.	LS	LS		
Total Base Bid					

TOTAL BASE BID PRICE \_\_\_\_\_



CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

Bidder's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) \_\_\_\_\_

Signature of Person on Behalf of Firm \_\_\_\_\_

Business Address \_\_\_\_\_

Dated: \_\_\_\_\_

Name (of Officers or Partners): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Department of Industrial Relations (DIR) No.: \_\_\_\_\_

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.)

CITY OF ALAMEDA  
 MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
 CIP 91609  
 No. P.W. 08-16-16

**PROPOSED SUBCONTRACTOR FORM**

The Bidder shall list the name, address, license number and Department of Industrial Relations number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK	DIR NO.

*(This form may be duplicated if necessary to list additional subcontractors)*

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

The bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this proposal)

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor, hereby certified that he has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all report due under the applicable filing requirements.

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**SECURITY FOR COMPENSATION CERTIFICATE**

(Required by Paragraph 1861, California Labor Code)

To:

\_\_\_\_\_

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

(Signature of Bidder)

Business Address

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

IMPORTANT INSTRUCTIONS

1. Any erasure or interlineation may invalidate bid.
2. If corporation is bidder, affix seal of corporation.
3. If bidder is:
  - (a) An individual doing business under his own name, sign his own name only.
  - (b) An individual using a firm name, sign: Example, "John Doe, an individual doing business as Blank Company."
  - (c) A co-partnership, sign: Example, "Blank Company, by John Doe, President" (or other title).
4. If a firm or co-partnership, give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation; also name of president, secretary and treasurer thereof.
5. If a bid is sent by mail, write the word "Proposal" plainly on the envelope.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**Exhibit “C”**

**CERTIFIED PAYROLL AND  
PREVAILING WAGES FORMS**

- Contractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements
- Subcontractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements
- Certification of Bidder Regarding Section 3 and Segregated Facilities
- Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities
- Certification of Understanding and Authorization
- Certification For Applicable Fringe Benefit Payments
- Authorization For Deductions

CITY OF ALAMEDA  
 MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
 CIP 91609  
 No. P.W. 08-16-16

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS		
(Appropriate Recipient):	DATE	
c/o	PROJECT NUMBER (if any)	
	PROJECT NAME	
<p>1. The undersigned, having executed a contract with _____ for the construction of the above-identified project acknowledges that:</p> <p>(a) The Labor Standards provisions are included in the aforesaid contract;</p> <p>(b) Correction of any infractions of the aforesaid conditions, including infractions any of his subcontractors and Any lower tier subcontractor, is his responsibility.</p>		
<p>2. He certifies that:</p> <p>(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276u-2(a)).</p> <p>(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.</p>		
<p>He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.</p>		
<p>He certified that:</p>		
<p>(a) The legal name and the business address of the undersigned are:</p>		
<p>(b) The undersigned is:</p>		
(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF	
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)	
<p>(c) The name, title and address of the owner, partners or officers of the undersigned are:</p>		
NAME	TITLE	ADDRESS

CITY OF ALAMEDA  
 MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
 CIP 91609  
 No. P.W. 08-16-16

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS
(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

3. He certifies:
(a) The company's Federal Tax Identification Number is:
(b) The ethnicity of the company's owner(s) is/are:
(c) Is the company a female owned business: _____ Yes _____ No

Date \_\_\_\_\_

\_\_\_\_\_ (Contractor)

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

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever .....makes, passes, utters, or publishes any statement, knowing the same to be false .....shall be fined not more than \$5,000 or imprisoned not more than two years or both."

CITY OF ALAMEDA  
 MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
 CIP 91609  
 No. P.W. 08-16-16

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS	
(Appropriate Recipient):	DATE
c/o	PROJECT NUMBER (if any)
	PROJECT NAME
<p>1. The undersigned, having executed a contract with _____ for            in the amount of \$_____ In the construction of the above-identified project, certifies that:</p> <p>(a) The Labor Standards provisions of the contract for construction are included in the aforesaid contract;</p> <p>(b) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C.. 276u-2(a)).</p> <p>(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.</p>	
<p>2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.</p> <p>(a) The workmen will report for duty on or about _____ (date).</p>	
<p>3. He certifies that:</p> <p>(a) The legal name and the business address of the undersigned are:</p>	
<p>(b) The undersigned is:</p>	
(1) A SINGLE PROPRIETORSHIP THE STATE OF	(3) A CORPORATION ORGANIZED IN
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)
<p>(c) The name, title and address of the owner, partners or officers of the undersigned are:</p>	
NAME	ADDRESS

CITY OF ALAMEDA  
 MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
 CIP 91609  
 No. P.W. 08-16-16


(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS

(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

3. He certifies:
(a) The company's Federal Tax Identification Number is:
(b) The ethnicity of the company's owner(s) is/are:
(c) Is the company a female owned business: _____ Yes _____ No

Date: \_\_\_\_\_ (Contractor)

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

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever .....makes, passes, utters, or publishes any statement, knowing the same to be false .....shall be fined not more than \$5,000 or imprisoned not more than two years or both."

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

CERTIFICATION OF **BIDDER** REGARDING SECTION 3  
AND SEGREGATED FACILITIES

---

Name of Prime Contractor

Project Name and Number

The undersigned hereby certified that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

---

Name and Title of Signer (Print or Type)

---

Signature

---

Date

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certified that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained, as required by Title VI of the Civil Right Act of 1964.

\_\_\_\_\_  
Name and Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**CERTIFICATION OF UNDERSTANDING  
AND AUTHORIZATION**

Project Name:

Project Number:

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Preconstruction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

Designated Payroll Officer (Name)

Designated Payroll Officer (Signature)

Authorized by (Contractor/Subcontractor)

(Signature)

(Title)

(IRS) Employer Identification Number

(Date)

CITY OF ALAMEDA  
 MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
 CIP 91609  
 No. P.W. 08-16-16

**CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS**

Project Name:  
 Project Number:

Classification/ Fringe Benefits Provided	Name, Address and Telephone Number of Plan/Fund/Program
---	--

1. \_\_\_\_\_  
 Health and Welfare

\_\_\_\_\_

Pension

\_\_\_\_\_

Vacation

\_\_\_\_\_

Apprenticeship/Training

2. \_\_\_\_\_  
 Health and Welfare

\_\_\_\_\_

Pension

\_\_\_\_\_

Vacation

\_\_\_\_\_

Apprenticeship/Training

3. \_\_\_\_\_  
 Health and Welfare

\_\_\_\_\_

Pension

\_\_\_\_\_

Vacation

\_\_\_\_\_

Apprenticeship/Training

OR: (Check if applicable)

\_\_\_\_\_ I certify that I do not make payments to approved fringe benefit plans, funds or programs.

_____ By Contractor/Subcontractor	Signature
Date	Title

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**AUTHORIZATION FOR DEDUCTIONS**

The undersigned authorized deductions, as noted, to be made from their wages. It is understood that these deductions: (a) are in the interest of the employee; (b) is not a condition of employment; (c) there is no direct or indirect financial benefit accruing to the employee; and; (d) it is not otherwise forbidden by law.

Employee's Name	Employee's Signature	Date	Deduction
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Authorized Representative of Employee

Authorized Representative's Name and Title

Date

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**Exhibit “D”**

**SAMPLE CONTRACT AGREEMENT/  
ADDITIONAL INSURED CERTIFICATE**

Sample of Contract Agreement

Additional Insured Certificates

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**CONTRACTOR AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **COMPANY NAME**, a (California corporation, partnership, sole proprietor, individual) whose address is ADDRESS, (hereinafter referred to as "Contractor"), in reference to the following:

**RECITALS:**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of contractor to repaint the exterior designated surfaces of the Mastick Senior Center located at 1155 Santa Clara Avenue, Alameda, CA 94501. On \_\_\_\_\_, the City Council awarded a contract to Contractor. Plans and Specifications were sent out on Monday, August 29, 2016 and after a bidding period of 15 days, \_\_ Providers submitted bids, and the bids were opened on Monday, September 12, 2016. We received \_\_\_\_\_ bids and chose the lowest responsive, responsible bidder per Administrative Order No. 5.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement to repaint the exterior designated surfaces of the Mastick Senior Center located at 1155 Santa Clara Avenue, Alameda, CA 94501 (see Exhibit A for scope of work).

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

**1. TERM:**

The Contractor shall have twenty-Nine (29) consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion.

**2. SERVICES TO BE PERFORMED:**

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. The contractor acknowledges that the work plan included in Exhibit "A" is tentative and does not commit the City to request Contractor to perform all tasks included therein.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**3. COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from Program XXX and Fund XXX.

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing.

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within sixty days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

Total compensation for work is \$ \_\_\_\_\_, with a \_\_\_\_\_ percent contingency in the amount of \$ \_\_\_\_\_ for a total not to exceed of \$ \_\_\_\_\_. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

Prompt Payment Of Withheld Funds To Subcontractors: The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**4. TIME IS OF THE ESSENCE:**

Contractor and City agree that time is of the essence regarding the performance of this Agreement.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in paragraph 1 above, damage will be sustained by the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the City the sum of Nine Hundred Dollars (\$900) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if City decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

**5. STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

**6. INDEPENDENT PARTIES:**

Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

**8. NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

Contractor shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

**10. INSURANCE:**

On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide fourteen (14) days' advance written notice to the City of Alameda, "Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

A. COVERAGE:

Contractor shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:           \$2,000,000 each occurrence  
                                  \$2,000,000 aggregate - all other

Property Damage:    \$1,000,000 each occurrence  
                                  \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:           \$1,000,000 each occurrence  
Property Damage:       \$1,000,000 each occurrence  
                                  or  
Combined Single Limit:   \$2,000,000 each occurrence

(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of 2,000,000 each occurrence.

B. SUBROGATION WAIVER:

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney. Faithful Performance Bond and Labor and Material Bond are only required for work over \$25,000. Therefore, those estimates that are under \$25,000 will not need to budget for the bond premiums and those estimates over \$25,000 will need to be sure to budget for the bond premiums.

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. BONDS: (Intentionally Left Blank) (If contract is less than \$25,000)

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney:

A. Faithful Performance:

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. Labor and Materials:

A bond for labor and materials in the amount of 100% of the total contract price.

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

**13. SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

**14. PERMITS AND LICENSES:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of services hereunder.

**15. REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of City.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by City.

Contractor shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

**16. RECORDS:**

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to City shall be addressed to City at:

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
ATTENTION; Abdulla Ahmed, Project Manager II  
Ph: (510) 747-7939 / Fax: (510) 769-6030

All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

[Contractor Name]  
[Department]  
[Address]  
Alameda, CA 94501  
ATTENTION; [Title]  
Ph: (510) xxx-xxxx / Fax: (510) xxx-xxxx

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**18. LAWS TO BE OBSERVED:**

The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

**19. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:**

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

**20. HOURS OF LABOR:**

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

(8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

**21. CERTIFIED PAYROLL:**

Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared and submitted weekly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Contractor and each subcontractor. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

- a. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;
- b. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

**22. APPRENTICES:**

Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

**23. LABOR DISCRIMINATION:**

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

**24. REGISTRATION OF CONTRACTORS:**

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

**25. URBAN RUNOFF MANAGEMENT:**

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

- a. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).
- b. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.
- c. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.
- d. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.
- e. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

**26. COMPLIANCE WITH MARSH CRUST ORDINANCE:**

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

**27. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:**

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the San Francisco Bay Regional Water Quality Control Board.

- Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
  - a. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
  - b. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
  - c. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
  - d. Biological controls (e.g., natural enemies or predators);
  - e. Reduced-risk chemical controls (e.g., soaps or oils);
  - f. Other chemical controls.
- Prior to applying chemical controls the contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (Attached as Exhibit C). Additionally, the contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
- Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
  - a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

- b. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
  - c. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
  - d. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
- Contractor shall sign the Contractor Verification Form (attached as Exhibit B) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
  - Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
  - Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk. *If this agreement pertains to the use of any items listed above, the Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List. ADD EXHIBIT B IF PEST CONTROL.*

**28. PURCHASES OF MINED MATERIALS REQUIREMENT:**

Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Contractor shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: [www.conservation.ca.gov/OMR/ab\\_3098\\_list/index.htm](http://www.conservation.ca.gov/OMR/ab_3098_list/index.htm). Note that the list changes periodically and should be reviewed accordingly.

**29. TERMINATION:**

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) business days after receipt by Contractor from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

**30. COMPLIANCES:**

Contractor shall comply with all applicable laws, state, federal, and all ordinances, rules and regulations enacted or issued by City.

**31. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**32. ADVERTISEMENT:**

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

**33. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**34. INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

**35. INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**36. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

*Signatures on next page*

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY NAME  
(A California Corporation, partnership,  
sole proprietor, individual)

CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
(Name)  
(Title)

\_\_\_\_\_  
Jill Keimach  
City Manager

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
(Name)  
(Title)

\_\_\_\_\_  
Robert G. Haun  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Andrico Penick  
Assistant City Attorney

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

COMMERCIAL GENERAL LIABILITY CG 20 10 10 93  
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name of Person or Organization:  
City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

**SAMPLE**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF:** \_\_\_\_\_  
**The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.**

**PRIMARY INSURANCE:**

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

**SEVERABILITY OF INTEREST:**

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

**WAIVER OF SUBROGATION:**

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

**NOTICE OF CANCELLATION:**

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CITY OF ALAMEDA  
 MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
 CIP 91609  
 No. P.W. 08-16-16

POLICY NUMBER:

**COMMERCIAL AUTO**  
 CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM



With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. This endorsement identifies person(s) or organization(s) who are “insureds” under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:  _____
Named Insured:	(Authorized Representative)

**SCHEDULE**

City of Alameda  
 Public Works Department  
 950 West Mall Square, Room 110  
 Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF:** \_\_\_\_\_

**The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.**

**NOTICE OF CANCELLATION:**

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**EXHIBIT “E”**

**EMERGENCY FORM**

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**EMERGENCY FORM**

During the course of the work and/or while the contractor has responsibility for the project, emergencies may arise where it is necessary to repair or replace safety devices, or install additional safety devices, or take preventative measures necessary for public safety. Such corrections as may be necessary are the contractor's responsibility and he, or his representative, will be called upon in such emergencies.

Please fill in the following information and submit it to the Project Manager.

CONTRACTOR'S NAME

CONTRACTOR'S 24-HR PHONE NUMBER

PROJECT SUPERINTENDENT

CONTACT IN THE EVENT OF EMERGENCY:

Name:

24-HR Emergency Phone Number:

In cases where the contractor, or his representative, cannot be contacted or will not take the necessary actions, the City Public Works Department will be notified and the necessary repairs, corrections, or changes will be made. The contractor will be billed for such remedial action. Charges will include the cost of labor at applicable rates, the City's normal overhead factor, the rental of any equipment or safety devices placed during the emergency that are damaged or stolen, or otherwise not returned to the City, will be billed to the contractor.

Scheduled starting date

Scheduled completion date

Job Name

**EMERGENCY CONTACT INFORMATION – CITY OF ALAMEDA:**

**PROJECT MANAGER: Abdulla Ahmed, Project Manager II, 510-871-0431,**

**aaahmed@alamedaca.gov**

PROJECT INSPECTOR (NAME & PHONE NO.) \_\_\_\_\_

OTHER STAFF (NAME & PHONE NO.) \_\_\_\_\_

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**EXHIBIT "F"**

**PERFORMANCE BOND FORM**

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

Performance Bond Form

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars. (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

PERFORMANCE BOND FORM

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on \_\_\_\_\_ counterparts, each one

of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

	By:	Principal
Principal Secretary		
(SEAL)		
(Witness as to Principal)		(Address)
(Address)		
		(Surety)

ATTEST:

	By:	Attorney-in-fact
Surety Secretary		
(SEAL)		
(Witness as to Surety)		(Address)
(Address)		

NOTE: Date of BOND must not be prior to date of Contract.  
If the CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**Exhibit “G”**

**PAYMENT BOND FORM**

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS: that

a \_\_\_\_\_, hereinafter called Principal, and

hereinafter called Surety, are held and firmly bound unto

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars. (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

PAYMENT BOND FORM

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on \_\_\_\_\_ counterparts, each one

of which shall be deemed an original, this the \_\_\_\_\_<sup>(Number)</sup> day of \_\_\_\_\_, 2016.

ATTEST:

Principal Secretary		By:	Principal	
(SEAL)				
(Witness as to Principal)				(Address)
(Address)				
				(Surety)

ATTEST:

Surety Secretary		By:		
(SEAL)				
(Witness as to Surety)				Attorney-in-fact
(Address)				(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If the CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**Exhibit “H”**

**BIDDER’S BOND FORM**

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

Bidder's Proposal Form

Contractor Name:

BIDDER'S BOND

We,  
as Principal, and as Surety are bound unto the \_\_\_\_\_,  
hereafter referred to as "obligee", in the penal sum of ten percent (10%) of the total amount of the  
bid of the Principal submitted to the Obligee for the work described below, for the payment of  
which sum we bind ourselves, jointly, and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:  
WHEREAS, the Principal is submitted to the Obligee, for \_\_\_\_\_  
(Copy here the exact description of

work, including locations as it appears on the proposal)

for which bids are to be opened per Section 1 Proposal and Contract Requirements, Paragraph E,  
Presenting and Marking of Bid.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and  
manner required under the specifications, after the prescribed forms are presented to Contractor  
for signature, enters into a written contract, in the prescribed form, in accordance with the bid,  
and files two bonds with Obligee, one to guarantee faithful performance of the contract and the  
other to guarantee payment for labor and materials as provided by law, then this obligation shall  
be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered,  
the Surety shall pay all cost incurred by the Obligee in such suite, including a reasonable  
attorney's fee to be fixed by the court.

The surety; for value received, hereby stipulates and agrees that the obligations of said  
Surety and its Bond shall be in no way impaired or affected by any extension of the time within  
which the OWNER may accept such BID; and said Surety does hereby waive notice of any such  
extension.

Dated: \_\_\_\_\_, 2016.

\_\_\_\_\_

Principal

\_\_\_\_\_

Surety

By:

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

CERTIFICATE OF ACKNOWLEDGMENT

State of California  
County of Alameda

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2016 before me  
\_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_

Attorney-in-fact

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Notary Public

CITY OF ALAMEDA  
MASTICK SENIOR CENTER EXTERIOR BUILDING PAINTING  
CIP 91609  
No. P.W. 08-16-16

**EXHIBIT I**

**LEAD-BASED PAINT INSPECTION REPORT**

**BY**

**OAKS ENVIRONMENTAL TESTING  
MAY 7, 2016**



# Oaks Environmental Testing

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May 7, 2016

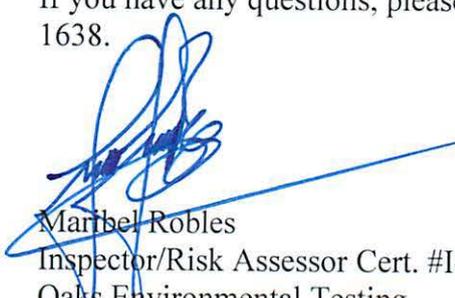
City of Alameda  
Recreation and Parks  
Mastick Senior Center  
1155 Santa Clara Avenue  
Alameda, CA 94501  
Attn: Jacqueline S. Krause

Dear Ms. Krause:

A Lead-Based Paint (LBP) inspection was conducted at your property to determine whether there was any LBP above allowable levels. This LBP inspection identifies components coated with LBP that could potentially result in harm to residents, workers but most notably to young children, especially those under six years of age. The enclosed report will assist you in developing a plan to address any hazards found, and, if needed, in establishing an ongoing maintenance plan and re-evaluation program.

Enclosed you will find the X-Ray fluorescence lead-based paint (LBP) test, dust samples result for the property at **1155 Santa Clara Avenue in Alameda, CA** performed on **05/02/16**. Please refer to the Executive Summary for the locations of these hazards and potential hazards.

If you have any questions, please do not hesitate to contact me directly at (510) 834-1638.



Maribel Robles  
Inspector/Risk Assessor Cert. #I-2544  
Oaks Environmental Testing

*NOTE: A copy of this report must be provided to new lessees (tenants) and purchasers of this property under federal law (24 CFR part 35 and 40 CFR par 745) before they become obligated under a lease or sales contract. The complete report also must be provided to new purchasers and it must be made available to new tenants. Landlords (lessor) and sellers also are required to distribute an educational pamphlet approved by the United States Environmental Protection Agency and include standard warning language in their leases or sale contracts to ensure that parents have the information they need to protect children from lead-based paint hazards.*



# Oaks Environmental Testing

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## Exterior Lead-Based Paint Inspection Report

**PERFORMED AT**

1155 Santa Clara Avenue  
Alameda, CA 94501

**Built: 1938**

**OWNED BY**

City of Alameda  
Recreation and Parks  
1155 Santa Clara Avenue  
Alameda, CA 94501

**PREPARED FOR**

City of Alameda  
Recreation and Parks  
1155 Santa Clara Avenue  
Alameda, CA 94501  
Tel. (510) 747-7510

**PREPARED BY**

Oaks Environmental Testing  
P.O. Box 31643  
Oakland, CA 94604-7643  
Tel. (510) 834-1638

# **Table of Contents**

1. Executive Summary
2. Identifying Information and Purpose of the Assessment
3. Identifying Sampling locations
4. Paint Sampling and Testing
5. Paint Condition Note
6. Existing Lead-Based Paint Hazards
7. On-going Monitoring
8. Disclosure Regulations
9. Future Remodeling Precautions
10. Conditions & Limitations
11. Additional Notes
12. Appendix A XRF Lead-Based Paint Testing Results
13. Appendix B Site and Floor Plan
14. Appendix C Risk Assessor License and Certification
15. Appendix D XRF Training Certificate and Performance Characteristic Sheet
16. Appendix E Definitions and Standards
17. Appendix F CDPH Form 8552

## **Executive Summary**

As a result of the Lead-Based Paint (LBP) inspection conducted on **05/02/15**, it was found that **LBP was present and Lead Hazards were present on the subject property** as of the date of the Lead-Based Paint (LBP) inspection.

### **Identifying Information and Purpose of the Assessment**

A Lead-Based Paint Testing was conducted at 1155 Santa Clara Avenue, in Alameda, CA on 05/02/16 for the City of Alameda, Recreation and Parks, (510) 747-7510. Further information concerning this project can be obtained from City of Alameda, Recreation and Parks.

The assessment was conducted by Maribel Robles, a California-certified Lead Inspector/Assessor, California License # I/A 2544. The purpose of the Lead Inspection was to determine the existence and location of lead-based paint on and/or a number of surfaces inside and outside the residence, as well as to identify the presence of lead contaminated dust.

As part of the LBP inspection, a visual survey of the property and dust wipe sampling was performed on a number of **interior surfaces**. On-site paint testing was performed using an x-ray fluorescence (XRF S/N 02135) lead-in-paint analyzer was performed

### **Identifying Sampling Locations**

Several labeling techniques were used to identify which surfaces were tested. During the visit, site and floor plans were drawn and the rooms in the home were numbered. The wall in each room that is parallel to the wall of the front door of the residence (in a single family residence) was called the "A" wall. Moving in a clockwise direction, the next wall was called the "B" wall. (If you were standing on the sidewalk, this would be left side.) The back wall was the "C" wall, and finally the "D" wall was on the right. The exterior A, B, C, and D walls are marked on the drawings, which are included.

### **Paint Sampling and Testing**

Testing at this property was performed by Maribel Robles, a California-certified Lead Inspector/Assessor, using a RMD LPA-1 X-ray Fluorescence analyzer (S/N 02135, California Radioactive Material License General License Distribution SSD# MA-0573-D-103-B).

A lead-based paint inspection was conducted at this property on all surfaces in the unit identified and in the common areas. No paint chip samples were taken. On 05/02/16, a total of 171 tests (assays) were taken at a number of specified surfaces on the inside **and outside** of the residence using an x-ray fluorescence analyzer. Lead concentrations that meet or exceed the state and federal levels for lead-based paint are identified and listed in the Positive XRF Sample Results found in Appendix A.

### **Paint Condition note**

EPA and HUD have provided a specific definition for the term "deteriorated paint" (See Note below). Deteriorated paint is defined as "any interior or exterior paint or other

coating that is peeling, chipping, chalking or cracking, or that is otherwise damaged or separated from the substrate." This definition is most typically associated with surface conditions only. Use of this term in describing conditions other than those associated with surface coatings are not known to be defined by EPA or HUD. The Paint Condition Survey (Form 5.2).

**Note:**

- The definition of "Deteriorated" paint includes paint classified as "Fair" or "Poor" under the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, June, 1995.*
- Hairline cracks and nail holes are **not** considered "Deteriorated" paint.

**NOTE:        Lead Based Paint in "Intact" condition is not considered a hazard.**

**Existing Lead-based paint Hazards**

The following areas are coated with Lead-based paint that is **deteriorated** and currently present existing lead-based paint hazards. (Please refer to appendix A for the XRF report)

Location of Hazards (Int/Ext & Room name)	Component (Window, wall, door, trim, etc.)	Substrate (wood, plaster, drywall, etc.)	Condition (Intact or Deteriorated)
Exterior, Bldg. #1	Window sill, A-5	Wood	D
	Fascia, C	Wood	D
	Door jamb, C	Wood	D
	Door, C	Wood	D
	Door, D	Wood	D
Exterior, Bldg. #2	Fascia, B	Wood	D
	Window sash, B-1	Wood	D
	Window sill, B-1	Wood	D
	Window sash, B10	Wood	D
	Door, B-5	Wood	D
Exterior, Bldg. #3	Window sash, A	Wood	D
	Window sill, A	Wood	D
	Fascia, B	Wood	D
	Door jamb, B-5	Wood	D
	Window sash, C	Wood	D
	Window sill, C	Wood	D
	Fascia, D	Wood	D
	Door jamb, D-5	Wood	D
	Door, D-5	Wood	D
	Gate, D	Wood	D
Exterior, Bldg. #4	Door jamb, A	Wood	D
	Window sash, B-2	Wood	D
	Window sill, B-2	Wood	D
Exterior, Bldg. #5	Door, A-1 (unit B)	Wood	D
	Door casing, A-2 (unit A)	Wood	D
	Porch floor, A	Concrete	D
	Door jamb, B	Wood	D
	Door jamb, C-1	Wood	D
	Door, C-1	Wood	D
Exterior, Bldg. #6	Door casing, B	Wood	D
Exterior, Bldg. #7	Door casing, A	Wood	D
Exterior, Bldg. #8	Door casing, D-2	Wood	D

**Recommendation:** Areas of lead-based paint in deteriorated condition need to be re-painted, removed or otherwise controlled in a lead-safe manner. Disturbing lead-based paint without controlling dust and paint chips can create additional lead hazards.

### **On-going monitoring**

On-going monitoring will be necessary in the property since lead-based paint LBP is present. When LBP is present, the potential exists for LBP hazards to develop. Hazards can develop by means such as, but not limited to: the failure of lead hazards control measures; previously intact (LBP) becoming deteriorated: dangerous levels of lead in dust (dust lead) re-accumulating through friction, impact, and deterioration of paint; through the introduction of contaminated exterior dust into the interior of the structure. **Ongoing monitoring typically includes two different activities: re-evaluation and annual visual assessment.**

A re-evaluation is a risk assessment that includes soil and dust sampling and a visual evaluation of paint films and any existing lead hazard controls. Re-evaluations are supplemented with visual assessments by the property owner; which should be **conducted at least once a year**; when the property owner or its management agent if the housing is rented in the future receives complaints from residents about deteriorated paint or other potential lead hazards, when the residence or if, in the future, the house will have more than one dwelling unit, any unit that turns over or became vacant; or when significant damage occurs that could affect the integrity of hazard control treatments (e.g., flooding, vandalism, fire).

The visual assessment should cover the dwelling unit (if, in the future, the housing will have more than one dwelling unit, each unit's common area used by residents); exterior painted surfaces, and ground cover (if control of soil-lead hazards is required or recommended). Visual assessments should confirm that all paint with known LBP is not deteriorating, that lead hazard control methods have not failed, and that structural problems do not threaten the integrity of any remaining known or suspected LBP.

**Visual assessments do not replace the need for professional re-evaluation by a certified risk assessor.** The re-evaluation should include:

1. A review of prior reports to determine where lead-base paint and lea-base paint hazards have been found, what controls were done, and when these findings and controls happened;
2. A visual assessment to identify deteriorated paint, failures of previous hazards control, visible dust and debris, and bare soil;
3. Environmental testing for lead in dust, newly deteriorated paint and newly bare soil; and
4. A report describing the findings of the re-evaluation, including the location of any lead-base paint hazards, the location of any failures of the previous hazard controls, and as needed, acceptable options for the control of hazards, the repair of previous controls, and modification of monitoring and maintenance practices.

**The first re-evaluation should be conducted no later that two (2) years after completion of hazard controls,** or if specific controls or treatments are not conducted, two (2) years from the beginning of on-going LBP monitoring and maintenance activities. Subsequent re-evaluations should be conducted at intervals of two (2) years, plus or minus 60 days. If two (2) consecutive re-evaluations are conducted two (2) apart without finding a LBP hazard, Re-evaluation may be discontinued.

Please refer to your community development agency, housing authority, or other applicable agency for additional local regulations and guidelines governing re-evaluation activities

### **Disclosure Regulations**

A copy of this report must be made available to the new lessees (tenants) and/or must be provided to purchasers of this property under Federal law before they become obligated under future lease or sales contract transactions (section 1018 of Title X – found in 24 CFR Part 35 and 40 CFR Part 745), until the demolition of this property. Landlords (Lessors) and/or sellers are also required to distribute an educational pamphlet developed by the EPA entitled “**Protect Your Family From Lead in Your Home**” and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from LBP hazards. Complete disclosure requires the landlord/sellers and renters/buyers (and their agents) to sign and date acknowledgement that the required information and materials were provided and received. Also, prospective buyers must be provided the opportunity to have their own lead-based paint inspection, lead hazard screen or risk assessment performed before the purchase agreement is signed; the standard period is 10 days, but this period may be changed or waived by agreement between the seller and prospective buyer. EPA regulations require the inspector to keep the inspection report for at least 3 years.

### **Future Remodeling Precautions**

It should be noted that during the LBP Inspection, a number of areas were tested for the presence of LBP. All LBP, and dust that identified are addressed in this report. However, LBP, dust lead hazards may be present at other locations of this property. Details concerning lead safe work techniques and approved hazard control methods can be found in the HUD publication entitled “**Guidelines for the Evaluation and Control of LBP Hazards in Housing**” (2012 Revision)

### **Condition and Limitations**

Oaks Environmental Testing staff has performed the client requested tasks listed above in a thorough and professional manner consistent with commonly accepted standard industry practices, using state of the art practices and best available known technology, as of the date of the inspection. OET cannot guarantee and does not warrant that this LBP Inspection has identified all adverse environmental factors and/or conditions affecting the subject property on the date of the LBP Inspection. OET cannot and will not warrant that the LBP Inspection that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards.

The results reported and conclusions reached by OET are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the LBP Inspection will be valid only as of the date of the LBP Inspection. OET assumes no obligation to advise the client of any changes in any real or potential lead hazards at this residence that may or may not be later brought to our attention. Further conditions and limitations to this contracted report are included in the general terms and conditions supplied to the client with the contract services.

**Additional Notes**

Clean up of remediated areas should be accomplished on an ongoing basis throughout all activities that impact or disturb any known or assumed lead containing materials (LCM) and Paint. When a material, surface coating, substrate, component, or surface is to be impacted as a result of any activity and the lead content is not known, those areas and/or items should be assumed to contain LBP. Accumulation of debris is not recommended, and all plastic drop cloths must be replaced and disposed of the property each day. All trash must be promptly and properly removed from the site and the area left clean and as close to original condition as possible. Following the HUD guidelines will help increase the chances to attaining HUD and the state of California lead-in-dust clearance levels.

Please remember that lead testing occurred at a number of locations in the structure; LBP could still be present in the unit at areas not tested as part of this LBP inspection. Great care should be taken by the client and any contractor if, at a later date, any repair, maintenance, remodeling or renovation activities disturb any paint where the concentrations of lead are not known. In lieu of any additional testing, all surfaces and paint should be assumed to contain (LBP)

## **Appendix A**

### **XRF Lead-Based Paint Testing Results**

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Summary Report = All Painted components  $\geq 1.0$  mg/cm<sup>2</sup>  
Detail Report = All painted components tested

**SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: City of Alameda - Recreations & Parks**

Inspection Date: 05/02/16 1155 Santa Clara Avenue  
 Report Date: 5/7/2016 Alameda, CA 94501  
 Abatement Level: 1.1  
 Report No. S#02135 - 05/02/16 13:51  
 Total Readings: 177 Actionable: 74  
 Job Started: 05/02/16 13:51  
 Job Finished: 05/02/16 16:41

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
Exterior Room 001 Bldg #1									
004	A	Window	Ctr	Sash	I	Wood	White	8.5	QM
005	A	Window	Ctr	Sill	D	Wood	White	5.2	QM
012	B	Window	Ctr	Sash	I	Wood	White	>9.9	QM
013	B	Window	Ctr	Sill	I	Wood	White	>9.9	QM
022	C	Fascia			D	Wood	Brown	>9.9	QM
017	C	Door	Ctr	Rgt jamb	D	Wood	White	5.3	QM
016	C	Door	Ctr	U Ctr	D	Wood	White	5.4	QM
021	C	Corridor Cl	Rgt		I	Wood	White	>9.9	QM
020	D	Door	Ctr	Lft jamb	D	Wood	White	>9.9	QM

**Comment:**

Wall A entry door = Metal not painted  
 Reading #4 & #5 = Window  
 A-5  
 Reading #12 & # 13 = Window B-2  
 Reading #21 = Corridor ceiling

Exterior Room 002 Bldg #2									
042	B	Fascia			D	Wood	Brown	8.5	QM
040	B	Window	Lft	Sash	D	Wood	White	2.7	QM
041	B	Window	Lft	Sill	D	Wood	White	9.1	QM
028	B	Window	Rgt	Sash	D	Wood	White	>9.9	QM
029	B	Window	Rgt	Sill	I	Wood	White	9.6	QM
031	B	Door	Rgt	Rgt jamb	I	Wood	White	>9.9	QM
030	B	Door	Rgt	U Ctr	D	Wood	White	>9.9	QM
035	D	Fascia			I	Wood	Brown	>9.9	QM
033	D	Door	Lft	Rgt jamb	I	Wood	White	>9.9	QM
034	D	Corridor Cl	Lft		I	Wood	White	9.1	QM

**Comment:**

Reading #28 & #29 =Window B-10  
 Reading #30 & #31 = Door  
 B-5  
 Reading #32 & # 33 = Door D-1  
 Reading #34 = Corridor ceiling  
 Reading  
 #40 & #41 = Window B-1

Exterior Room 003 Bldg #3

**SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: City of Alameda - Recreations & Parks**

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
048	A	Window	Rgt	Sash	D	Wood	White	>9.9	QM
049	A	Window	Rgt	Sill	D	Wood	White	8.4	QM
069	B	Fascia			D	Wood	Brown	>9.9	QM
053	B	Door	Rgt	Rgt jamb	D	Wood	White	9.8	QM
068	B	Corridor Cl	Lft		I	Wood	White	>9.9	QM
054	C	Window	Lft	Sash	D	Wood	White	7.7	QM
055	C	Window	Lft	Sill	D	Wood	White	8.8	QM
064	D	Fascia			D	Wood	Brown	9.0	QM
058	D	Window	Ctr	Sash	I	Wood	White	>9.9	QM
059	D	Window	Ctr	Sill	I	Wood	White	4.6	QM
057	D	Door	Rgt	Rgt jamb	D	Wood	White	>9.9	QM
056	D	Door	Rgt	U Ctr	D	Wood	White	>9.9	QM
062	D	Gate	Rgt		D	Wood	White	2.5	QM
063	D	Corridor Cl	Rgt		I	Wood	White	2.5	QM

**Comment:**

Reading #52 & #53 = Door B-5

Reading #56 & #57 = Door

D-5

Reading #58 & #59 = Window D-8

Reading #63 = Corridor ceiling

Reading

#68 = Corridor ceiling

**Exterior Room 004 Bldg #4**

082	A	Door	Rgt	Rgt jamb	D	Wood	White	8.3	QM
077	B	Window	Rgt	Sash	D	Wood	White	>9.9	QM
078	B	Window	Rgt	Sill	D	Wood	White	>9.9	QM
076	B	Door	Ctr	Lft jamb	I	Wood	White	>9.9	QM
075	B	Door	Ctr	U Ctr	I	Wood	White	>9.9	QM
073	C	Window	Lft	Sash	I	Wood	White	>9.9	QM
074	C	Window	Lft	Sill	I	Wood	White	>9.9	QM
079	D	Window	Rgt	Sash	I	Wood	White	>9.9	QM
080	D	Window	Rgt	Sill	I	Wood	White	>9.9	QM

**Comment:**

Reading #73 & #74 = Window C-1

Reading #77 & #78 = Window B-2

**Exterior Room 005 Bldg #5**

102	A	Door	Lft	U Ctr	D	Wood	White	1.1	QM
105	A	Door	Ctr	Rgt casing	D	Wood	White	>9.9	QM
104	A	Door	Ctr	U Ctr	I	Wood	White	7.1	QM
098	A	Door	Rgt	Rgt jamb	I	Wood	White	5.4	QM
097	A	Door	Rgt	U Ctr	I	Metal	White	2.2	QM
100	A	Door	Rgt	U Ctr	I	Wood	White	1.9	QM
101	A	Handrail	Ctr		I	Metal	White	1.1	QM
107	A	Porch Fl.	Ctr		D	Concrete	Red	8.8	QM
112	A	Corridor Cl	Rgt		I	Wood	White	8.2	QM

**SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: City of Alameda - Recreations & Parks**

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
108	B	Window	Rgt	Sill	I	Wood	White	>9.9	QM
110	B	Door	Lft	Rgt jamb	D	Wood	White	>9.9	QM
092	C	Window	Rgt	Sash	I	Wood	White	>9.9	QM
093	C	Window	Rgt	Sill	I	Wood	White	>9.9	QM
090	C	Door	Lft	Lft jamb	D	Wood	White	>9.9	QM
089	C	Door	Lft	U Ctr	D	Wood	White	7.7	QM
091	C	Door	Rgt	U Ctr	I	Metal	White	8.1	QM
095	D	Window	Lft	Sash	I	Wood	White	>9.9	QM
096	D	Window	Lft	Sill	I	Wood	White	>9.9	QM

**Comment:**

Reading #89 & #90 = Door C-1  
 Reading #91 = Door C-2  
 Reading #95  
 & #96 = Window D-1  
 Reading #97 & #98 = Door A-5 - Storage #2  
 Reading #99 =  
 Entry wall at electrical Rm.  
 Reading #110 = Door A-4  
 Reading #102 & #103  
 = Door A-1 Unit B  
 Reading #104 & #105 = Door A-2 Unit A  
 Reading #112 &  
 #114 = Corridor ceiling

**Exterior Room 006 Bldg #6**

124	B	Window	Lft	Sash	I	Wood	White	1.6	QM
129	B	Window	Rgt	Sash	I	Wood	White	1.1	QM
128	B	Window	Rgt	Sill	I	Wood	White	1.6	QM
127	B	Door	Ctr	Rgt casing	D	Wood	White	1.1	QM
123	D	Pipe	Lft		I	Metal	Rose	1.1	QM

**Comment:**

No access to wall C  
 Reading #124 & #125 = Window B-1  
 Reading  
 #128 & #129 = Window B-3

**Exterior Room 007 Bldg #7**

152	A	Door	Rgt	Rgt casing	D	Wood	White	1.1	QM
137	B	Window	Rgt	Sash	I	Wood	White	1.1	QM
138	B	Window	Rgt	Sill	I	Wood	White	1.6	QM
140	B	Door	Lft	Rgt casing	I	Wood	White	2.6	QM
148	D	Fascia			I	Wood	Brown	1.1	QM
156	D	Fascia			I	Wood	Brown	2.0	QM
141	D	Soffit			I	Wood	Brown	2.7	QM
155	D	Window	Lft	Sill	I	Wood	White	1.7	QM

**Comment:**

Reading #137 & #138 = Window B-8  
 Reading #139 & #140 = Door

**SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: City of Alameda - Recreations & Parks**

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
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B-1

Exterior Room 008 Bldg #8

164	D	Door	Rgt	Lft casing	D	Wood	White	1.5	QM
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Comment:

Window sashes = Aluminum not painted

No window sills

Reading

#161 & #162 = Door C-1

Reading #163 & #163 = D-2

----- End of Readings -----

**DETAILED REPORT OF LEAD PAINT INSPECTION FOR: City of Alameda - Recreations & Parks**

Inspection Date: 05/02/16 1155 Santa Clara Avenue  
 Report Date: 5/7/2016 Alameda, CA 94501  
 Abatement Level: 1.1  
 Report No. S#02135 - 05/02/16 13:51  
 Total Readings: 177  
 Job Started: 05/02/16 13:51  
 Job Finished: 05/02/16 16:41

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
Exterior Room 001 Bldg #1									
010	A	Wall	L Ctr		I	Stucco	Rose	0.2	QM
009	A	Fascia			I	Wood	Brown	-0.2	QM
004	A	Window	Ctr	Sash	I	Wood	White	8.5	QM
005	A	Window	Ctr	Sill	D	Wood	White	5.2	QM
011	A	Railing	Ctr	Railing	I	Metal	White	-0.2	QM
006	A	Column	Ctr	L column	D	Metal	White	-0.1	QM
007	A	Downspout	Ctr		I	Metal	White	-0.3	QM
008	A	Porch Clg	Ctr		I	Wood	Brown	-0.4	QM
014	B	Wall	L Rgt		I	Stucco	Rose	0.5	QM
012	B	Window	Ctr	Sash	I	Wood	White	>9.9	QM
013	B	Window	Ctr	Sill	I	Wood	White	>9.9	QM
015	C	Wall	L Ctr		I	Stucco	Rose	0.1	QM
022	C	Fascia			D	Wood	Brown	>9.9	QM
017	C	Door	Ctr	Rgt jamb	D	Wood	White	5.3	QM
016	C	Door	Ctr	U Ctr	D	Wood	White	5.4	QM
023	C	Column	Ctr	L column	D	Metal	White	-0.1	QM
021	C	Corridor Cl	Rgt		I	Wood	White	>9.9	QM
019	D	Wall	L Ctr		I	Wood	White	-0.2	QM
018	D	Wall	L Rgt		I	Stucco	Rose	0.5	QM
020	D	Door	Ctr	Lft jamb	D	Wood	White	>9.9	QM

**Comment:**

Wall A entry door = Metal not painted  
 Reading #4 & #5 = Window  
 A-5  
 Reading #12 & # 13 = Window B-2  
 Reading #21 = Corridor ceiling

Exterior Room 002 Bldg #2									
026	A	Wall	L Ctr		I	Stucco	Rose	0.0	QM
025	A	Door	Ctr	Lft jamb	D	Metal	White	-0.2	QM
024	A	Door	Ctr	U Ctr	D	Wood	White	-0.2	QM
027	B	Wall	L Rgt		I	Stucco	Rose	0.0	QM
042	B	Fascia			D	Wood	Brown	8.5	QM
040	B	Window	Lft	Sash	D	Wood	White	2.7	QM
041	B	Window	Lft	Sill	D	Wood	White	9.1	QM
028	B	Window	Rgt	Sash	D	Wood	White	>9.9	QM
029	B	Window	Rgt	Sill	I	Wood	White	9.6	QM
031	B	Door	Rgt	Rgt jamb	I	Wood	White	>9.9	QM
030	B	Door	Rgt	U Ctr	D	Wood	White	>9.9	QM

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: City of Alameda - Recreations & Parks

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
043	C	Wall	L Ctr		I	Stucco	Rose	-0.1	QM
044	D	Wall	L Rgt		I	Stucco	Rose	0.2	QM
035	D	Fascia			I	Wood	Brown	>9.9	QM
033	D	Door	Lft	Rgt jamb	I	Wood	White	>9.9	QM
032	D	Door	Lft	U Ctr	I	Wood	White	-0.3	QM
037	D	Railing	Lft	Railing	I	Metal	White	-0.1	QM
036	D	Column	Lft	L column	I	Metal	White	0.4	QM
034	D	Corridor Cl	Lft		I	Wood	White	9.1	QM
038	D	Handrail	Lft		I	Metal	White	0.0	QM
039	D	Gate	Lft		D	Metal	White	-0.1	QM
045	D	Gate	Rgt		I	Metal	White	-0.1	QM

Comment:

Reading #28 & #29 =Window B-10  
 Reading #30 & #31 = Door  
 B-5  
 Reading #32 & # 33 = Door D-1  
 Reading #34 = Corridor ceiling  
 Reading  
 #40 & #41 = Window B-1

Exterior Room 003 Bldg #3

050	A	Wall	L Ctr		I	Stucco	Rose	0.0	QM
048	A	Window	Rgt	Sash	D	Wood	White	>9.9	QM
049	A	Window	Rgt	Sill	D	Wood	White	8.4	QM
051	B	Wall	L Rgt		I	Stucco	Rose	0.1	QM
069	B	Fascia			D	Wood	Brown	>9.9	QM
053	B	Door	Rgt	Rgt jamb	D	Wood	White	9.8	QM
052	B	Door	Rgt	U Ctr	I	Wood	White	-0.4	QM
066	B	Railing	Lft	Railing	I	Metal	White	-0.1	QM
065	B	Column	Lft	L column	I	Metal	White	-0.1	QM
067	B	Handrail	Lft		I	Metal	White	-0.1	QM
068	B	Corridor Cl	Lft		I	Wood	White	>9.9	QM
061	C	Wall	L Lft		I	Stucco	Rose	-0.1	QM
054	C	Window	Lft	Sash	D	Wood	White	7.7	QM
055	C	Window	Lft	Sill	D	Wood	White	8.8	QM
047	C	Door	Rgt	Lft jamb	D	Metal	White	-0.2	QM
046	C	Door	Rgt	U Rgt	I	Wood	White	-0.2	QM
060	D	Wall	L Ctr		I	Stucco	Rose	-0.1	QM
064	D	Fascia			D	Wood	Brown	9.0	QM
058	D	Window	Ctr	Sash	I	Wood	White	>9.9	QM
059	D	Window	Ctr	Sill	I	Wood	White	4.6	QM
057	D	Door	Rgt	Rgt jamb	D	Wood	White	>9.9	QM
056	D	Door	Rgt	U Ctr	D	Wood	White	>9.9	QM
062	D	Gate	Rgt		D	Wood	White	2.5	QM
063	D	Corridor Cl	Rgt		I	Wood	White	2.5	QM

Comment:

Reading #52 & #53 = Door B-5  
 Reading #56 & #57 = Door

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: City of Alameda - Recreations & Parks

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
D-5									
Reading #58 & #59 = Window D-8									
Reading #63 = Corridor ceiling									
Reading #68 = Corridor ceiling									
Exterior Room 004 Bldg #4									
070	A	Wall	L Lft		I	Stucco	Rose	0.2	QM
082	A	Door	Rgt	Rgt jamb	D	Wood	White	8.3	QM
081	A	Door	Rgt	U Ctr	I	Wood	White	-0.5	QM
071	B	Wall	L Rgt		I	Stucco	Rose	0.3	QM
077	B	Window	Rgt	Sash	D	Wood	White	>9.9	QM
078	B	Window	Rgt	Sill	D	Wood	White	>9.9	QM
076	B	Door	Ctr	Lft jamb	I	Wood	White	>9.9	QM
075	B	Door	Ctr	U Ctr	I	Wood	White	>9.9	QM
072	C	Wall	L Rgt		I	Stucco	Rose	0.3	QM
073	C	Window	Lft	Sash	I	Wood	White	>9.9	QM
074	C	Window	Lft	Sill	I	Wood	White	>9.9	QM
079	D	Window	Rgt	Sash	I	Wood	White	>9.9	QM
080	D	Window	Rgt	Sill	I	Wood	White	>9.9	QM
084	D	Railing	Lft	Railing	I	Metal	White	-0.1	QM
083	D	Handrail	Lft		I	Metal	White	-0.2	QM
Comment:									
Reading #73 & #74 = Window C-1									
Reading #77 & #78 = Window B-2									
Exterior Room 005 Bldg #5									
085	A	Wall	L Ctr		I	Stucco	Rose	-0.3	QM
099	A	Wall	L Rgt		I	Wood	White	0.0	QM
118	A	Fascia			I	Wood	Brown	-0.2	QM
117	A	Soffit			I	Wood	White	-0.1	QM
111	A	Window	Ctr	Rgt casing	I	Wood	White	-0.1	QM
103	A	Door	Lft	Rgt casing	D	Wood	White	-0.3	QM
102	A	Door	Lft	U Ctr	D	Wood	White	1.1	QM
105	A	Door	Ctr	Rgt casing	D	Wood	White	>9.9	QM
104	A	Door	Ctr	U Ctr	I	Wood	White	7.1	QM
098	A	Door	Rgt	Rgt jamb	I	Wood	White	5.4	QM
097	A	Door	Rgt	U Ctr	I	Metal	White	2.2	QM
100	A	Door	Rgt	U Ctr	I	Wood	White	1.9	QM
114	A	Railing	Lft	Railing	I	Metal	White	-0.1	QM
116	A	Column	Lft	L column	D	Metal	White	0.1	QM
113	A	Corridor Cl	Lft		I	Stucco	White	0.3	QM
115	A	Handrail	Lft		I	Metal	White	-0.1	QM
101	A	Handrail	Ctr		I	Metal	White	1.1	QM
106	A	Baseboard	Ctr		I	Wood	White	-0.4	QM
107	A	Porch Fl.	Ctr		D	Concrete	Red	8.8	QM
112	A	Corridor Cl	Rgt		I	Wood	White	8.2	QM

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: City of Alameda - Recreations & Parks

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
086	B	Wall	L Rgt		I	Stucco	Rose	0.3	QM
108	B	Window	Rgt	Sill	I	Wood	White	>9.9	QM
110	B	Door	Lft	Rgt jamb	D	Wood	White	>9.9	QM
109	B	Door	Lft	U Ctr	D	Wood	White	-0.5	QM
088	C	Wall	L Lft		I	Stucco	Rose	0.4	QM
092	C	Window	Rgt	Sash	I	Wood	White	>9.9	QM
093	C	Window	Rgt	Sill	I	Wood	White	>9.9	QM
090	C	Door	Lft	Lft jamb	D	Wood	White	>9.9	QM
089	C	Door	Lft	U Ctr	D	Wood	White	7.7	QM
091	C	Door	Rgt	U Ctr	I	Metal	White	8.1	QM
087	D	Wall	L Lft		I	Stucco	Rose	0.4	QM
095	D	Window	Lft	Sash	I	Wood	White	>9.9	QM
096	D	Window	Lft	Sill	I	Wood	White	>9.9	QM
094	D	Door	Rgt	U Ctr	I	Wood	White	-0.2	QM

Comment:

Reading #89 & #90 = Door C-1  
 Reading #91 = Door C-2  
 Reading #95  
 & #96 = Window D-1  
 Reading #97 & #98 = Door A-5 - Storage #2  
 Reading #99 =  
 Entry wall at electrical Rm.  
 Reading #110 = Door A-4  
 Reading #102 & #103  
 = Door A-1 Unit B  
 Reading #104 & #105 = Door A-2 Unit A  
 Reading #112 &  
 #114 = Corridor ceiling

Exterior Room 006 Bldg #6

133	A	Wall	L Lft		D	Wood	White	0.2	QM
121	A	Wall	L Ctr		I	Stucco	Rose	-0.1	QM
120	A	Door	Lft	Rgt casing	D	Wood	White	0.8	QM
119	A	Door	Lft	U Ctr	I	Wood	White	-0.3	QM
132	A	Corridor Cl	Lft		D	Wood	White	0.4	QM
131	A	Corridor Cl	Rgt		I	Stucco	White	0.1	QM
122	B	Wall	L Lft		I	Stucco	Rose	-0.1	QM
124	B	Window	Lft	Sash	I	Wood	White	1.6	QM
125	B	Window	Lft	Sill	I	Wood	White	0.8	QM
129	B	Window	Rgt	Sash	I	Wood	White	1.1	QM
128	B	Window	Rgt	Sill	I	Wood	White	1.6	QM
127	B	Door	Ctr	Rgt casing	D	Wood	White	1.1	QM
126	B	Door	Ctr	U Ctr	D	Wood	White	-0.3	QM
130	D	Wall	L Lft		I	Stucco	Rose	-0.1	QM
123	D	Pipe	Lft		I	Metal	Rose	1.1	QM

Comment:

No access to wall C  
 Reading #124 & #125 = Window B-1  
 Reading

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: City of Alameda - Recreations & Parks

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
#128 & #129 = Window B-3									
Exterior Room 007 Bldg #7									
134	A	Wall	L Lft		I	Stucco	Rose	0.1	QM
153	A	Wall	L Rgt		I	Wood	White	0.1	QM
152	A	Door	Rgt	Rgt casing	D	Wood	White	1.1	QM
151	A	Door	Rgt	U Ctr	I	Wood	White	-0.3	QM
135	B	Wall	L Rgt		I	Stucco	Rose	0.0	QM
137	B	Window	Rgt	Sash	I	Wood	White	1.1	QM
138	B	Window	Rgt	Sill	I	Wood	White	1.6	QM
140	B	Door	Lft	Rgt casing	I	Wood	White	2.6	QM
139	B	Door	Lft	U Ctr	I	Wood	White	-0.3	QM
136	B	Pipe	Rgt		D	Metal	Rose	-0.1	QM
142	C	Wall	L Rgt		I	Stucco	Rose	-0.3	QM
143	D	Wall	L Lft		I	Stucco	Rose	-0.2	QM
144	D	Wall	L Lft		I	Wood	White	-0.4	QM
148	D	Fascia			I	Wood	Brown	1.1	QM
156	D	Fascia			I	Wood	Brown	2.0	QM
141	D	Soffit			I	Wood	Brown	2.7	QM
147	D	Soffit			I	Wood	Brown	-0.3	QM
154	D	Window	Lft	Sash	I	Wood	White	0.7	QM
155	D	Window	Lft	Sill	I	Wood	White	1.7	QM
145	D	Door	Lft	Rgt casing	I	Wood	White	0.5	QM
149	D	Column	Lft	L column	D	Metal	Brown	0.0	QM
146	D	Corridor Cl	Lft		D	Wood	White	0.1	QM
150	D	Downspout	Lft		I	Metal	Brown	-0.3	QM

Comment:

Reading #137 & #138 = Window B-8

Reading #139 & #140 = Door

B-1

Exterior Room 008 Bldg #8									
157	A	Wall	L Ctr		I	Stucco	Rose	0.0	QM
158	B	Wall	L Rgt		I	Stucco	Rose	0.1	QM
167	B	Fascia			I	Wood	White	0.2	QM
170	B	Fascia			I	Wood	Brown	-0.1	QM
172	B	Fascia			D	Wood	Brown	-0.2	QM
171	B	Gutter			I	Metal	Brown	-0.4	QM
166	B	Soffit			I	Wood	White	0.1	QM
168	B	Column	Lft	L column	I	Metal	White	-0.1	QM
174	B	Column	Ctr	L column	D	Metal	White	0.0	QM
165	B	Corridor Cl	Lft		I	Wood	White	-0.1	QM
169	B	Corridor Cl	Ctr		I	Wood	White	-0.2	QM
173	B	Support Bm	Rgt		I	Wood	White	-0.1	QM
159	C	Wall	L Lft		I	Stucco	Rose	-0.2	QM
162	C	Door	Lft	Rgt casing	I	Metal	White	-0.1	QM
161	C	Door	Lft	U Ctr	I	Wood	White	-0.2	QM

**DETAILED REPORT OF LEAD PAINT INSPECTION FOR: City of Alameda - Recreations & Parks**

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm <sup>2</sup> )	Mode
160	D	Wall	L Rgt		I	Stucco	Rose	0.0	QM
164	D	Door	Rgt	Lft casing	D	Wood	White	1.5	QM
163	D	Door	Rgt	U Ctr	I	Wood	White	-0.2	QM

**Comment:**

Window sashes = Aluminum not painted

No window sills

**Reading**

#161 & #162 = Door C-1

Reading #163 & #163 = D-2

**Calibration Readings**

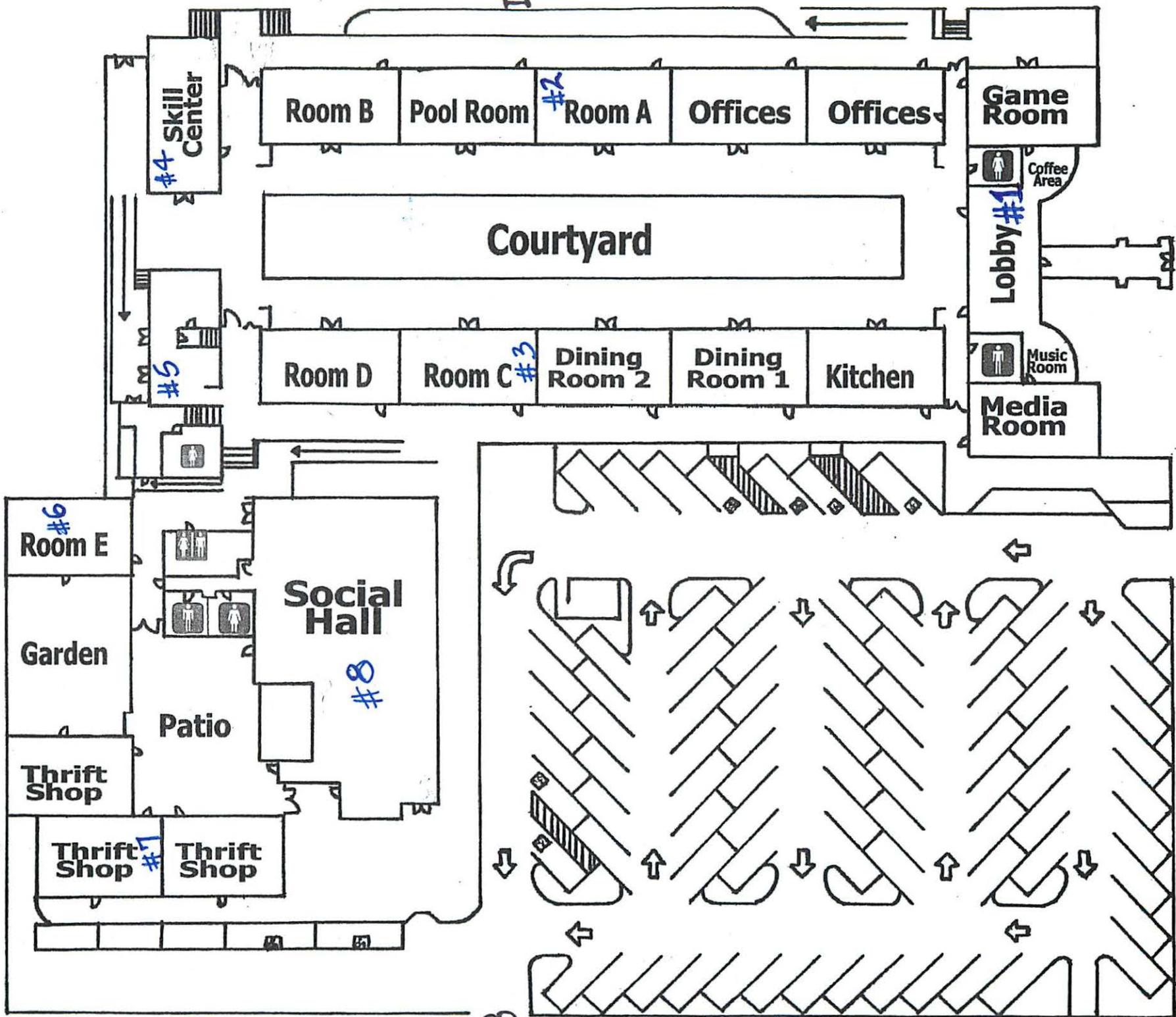
001	0.9	TC
002	0.9	TC
003	0.9	TC
175	0.9	TC
176	0.8	TC
177	0.8	TC

----- End of Readings -----

**Appendix B**  
**Site and Floor Plan**

---

C



A

SANTA CLARA AVENUE

B

D

**Appendix C**  
**Risk Assessor Certification**

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State of California Department of Public Health

Lead-Related  
Construction  
Certificate

Certificate  
Type

Expiration  
Date

Inspector/Assessor 07/30/2016  
Supervisor 07/30/2016



Maribel Robles

ID #: 2544

Conditions of Certification

This individual meets the requirements of the State of California, Department of Public Health (CDPH), to perform lead-related construction. CDPH may suspend or revoke certification for:

1. any false statement in the application (for certification);
2. violations of relevant local, state or federal statutes or regulations;
3. misrepresentation, failure to disclose relevant facts, fraud, or issuance by mistake; or
4. failure to comply with any relevant regulation or order of the Department.

This certificate was issued by the Department of Public Health as authorized by 17 CCR 35001 et seq., and is non-transferable.

To verify authenticity call  
(800) 597-LEAD or  
510-620-5600



03154518

**Appendix D**

**XRF Training Certificate and Performance Characteristic Sheet**

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# Certificate of Achievement

This is to certify that

Maribel R. Da Silva  
of San Leandro, California

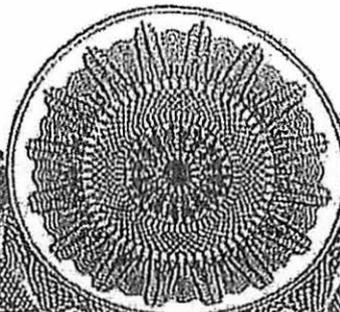
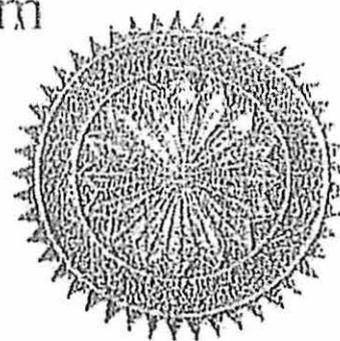
on the 18th day of April 1996 successfully completed the factory training for

RMD's LPA-1 Lead Paint Inspection System

including, but not limited to, the topics of Radiation Safety  
and the Proper Use of the Instrument.



Jacob Paster, Vice-President of RMD  
44 Hunt St., Watertown, Massachusetts



## Performance Characteristic Sheet

EFFECTIVE DATE: December 1, 2008

EDITION NO.: 5

**MANUFACTURER AND MODEL:**Make: *Radiation Monitoring Devices*Model: *LPA-1*Source: *<sup>57</sup>Co*

Note: This sheet supersedes all previous sheets for the XRF instrument of the make, model, and source shown above for instruments sold or serviced after June 26, 1995. For other instruments, see prior editions.

### FIELD OPERATION GUIDANCE

**OPERATING PARAMETERS:**

Quick mode or 30-second equivalent standard (Time Corrected) mode readings.

**XRF CALIBRATION CHECK LIMITS:**0.7 to 1.3 mg/cm<sup>2</sup> (Inclusive)**SUBSTRATE CORRECTION:**For XRF results below 4.0 mg/cm<sup>2</sup>, substrate correction is recommended for:

Metal using 30-second equivalent standard (Time Corrected) mode readings.  
None using quick mode readings.

Substrate correction is not needed for:

Brick, Concrete, Drywall, Plaster, and Wood using 30-second equivalent standard (Time Corrected) mode readings  
Brick, Concrete, Drywall, Metal, Plaster, and Wood using quick mode readings

**THRESHOLDS:**

30-SECOND EQUIVALENT STANDARD MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm <sup>2</sup> )
Results corrected for substrate bias on metal substrate only	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	0.9
	Plaster	1.0
	Wood	1.0

QUICK MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm <sup>2</sup> )
Readings not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

## BACKGROUND INFORMATION

### EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted on approximately 150 test locations in July 1995. The instrument that performed testing in September had a new source installed in June 1995 with 12 mCi initial strength.

### OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

### XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm<sup>2</sup> in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm<sup>2</sup> film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

### SUBSTRATE CORRECTION VALUE COMPUTATION :

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm<sup>2</sup> for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm<sup>2</sup> at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm<sup>2</sup>. Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm<sup>2</sup> NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

$$\text{Correction value} = (1^{\text{st}} + 2^{\text{nd}} + 3^{\text{rd}} + 4^{\text{th}} + 5^{\text{th}} + 6^{\text{th}} \text{ Reading}) / 6 - 1.02 \text{ mg/cm}^2$$

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

### EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use either the Quick Mode or 30-second equivalent standard (Time Corrected) Mode readings.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

#### **BIAS AND PRECISION:**

Do not use these bias and precision data to correct for substrate bias. These bias and precision data were computed without substrate correction from samples with reported laboratory results less than 4.0 mg/cm<sup>2</sup> lead. The data which were used to determine the bias and precision estimates given in the table below have the following properties. During the July 1995 testing, there were 15 test locations with a laboratory-reported result equal to or greater than 4.0 mg/cm<sup>2</sup> lead. Of these, one 30-second standard mode reading was less than 1.0 mg/cm<sup>2</sup> and none of the quick mode readings were less than 1.0 mg/cm<sup>2</sup>. The instrument that tested in July is representative of instruments sold or serviced after June 26, 1995. These data are for illustrative purposes only. Actual bias must be determined on the site. Results provided above already account for bias and precision. Bias and precision ranges are provided to show the variability found between machines of the same model.

30-SECOND STANDARD MODE READING MEASURED AT	SUBSTRATE	BIAS (mg/cm <sup>2</sup> )	PRECISION* (mg/cm <sup>2</sup> )
0.0 mg/cm <sup>2</sup>	Brick	0.0	0.1
	Concrete	0.0	0.1
	Drywall	0.1	0.1
	Metal	0.3	0.1
	Plaster	0.1	0.1
	Wood	0.0	0.1
0.5 mg/cm <sup>2</sup>	Brick	0.0	0.2
	Concrete	0.0	0.2
	Drywall	0.0	0.2
	Metal	0.2	0.2
	Plaster	0.0	0.2
	Wood	0.0	0.2
1.0 mg/cm <sup>2</sup>	Brick	0.0	0.3
	Concrete	0.0	0.3
	Drywall	0.0	0.3
	Metal	0.2	0.3
	Plaster	0.0	0.3
	Wood	0.0	0.3
2.0 mg/cm <sup>2</sup>	Brick	-0.1	0.4
	Concrete	-0.1	0.4
	Drywall	-0.1	0.4
	Metal	0.1	0.4
	Plaster	-0.1	0.4
	Wood	-0.1	0.4

\*Precision at 1 standard deviation.

#### CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than the upper boundary of the inconclusive range, and negative if they are less than the lower boundary of the inconclusive range, or inconclusive if in between. The inconclusive range includes both its upper and lower bounds. Earlier editions of this *XRF Performance Characteristic Sheet* did not include both bounds of the inconclusive range as "inconclusive." While this edition of the Performance Characteristics Sheet uses a different system, the specific XRF readings that are considered positive, negative, or inconclusive for a given XRF model and substrate remain unchanged, so previous inspection results are not affected.

#### DOCUMENTATION:

An EPA document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD. A HUD document titled *A Nonparametric Method for Estimating the 5th and 95th Percentile Curves of Variable-Time XRF Readings Based on Monotone Regression* provides supplemental information on the methodology for variable-time XRF instruments. A copy of this document can be obtained from the HUD lead web site, [www.hud.gov/offices/lead](http://www.hud.gov/offices/lead).

This XRF Performance Characteristic Sheet was developed by QuanTech, Inc., under a contract from the U.S. Department of Housing and Urban Development (HUD). HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

## Appendix E

### Definitions and Standards

<b>Abatement</b>	A measure or set of measures designed to permanently eliminate lead-based paint hazards or lead-based paint. Abatement strategies include the removal of lead-based paint, enclosure, encapsulation, replacement of building components coated with lead-based paint, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying of soil with a durable covering such as asphalt (grass and sod are considered interim control measures). All of these strategies require preparation; cleanup; waste disposal; post-abatement clearance testing; record keeping; and, if applicable, monitoring. (For full EPA definition, see 40 CFR 745.223). See, also, <b>Interim controls</b> .
<b>Bare soil</b>	Soil not covered with grass, sod, some other similar vegetation, or paving, including the sand in sandboxes.
<b>Chewable surface</b>	An interior or exterior surface painted with lead-based paint that a young child can mouth or chew. A chewable surface is the same as an “accessible surface” as defined in 42 U.S.C. 4851b(2). Hard metal substrates and other materials that cannot be dented by the bite of a young child are not considered chewable.
<b>Clearance</b>	Visual examination and collection of lead dust samples by an inspector or risk assessor, or, in some circumstances, a sampling technician, and analysis by a EPA-recognized laboratory upon completion of an abatement project, interim control intervention, maintenance or renovation job that disturbs lead-based paint (or paint presumed to be lead-based.) For abatement projects, the clearance examination is performed to ensure that lead exposure levels do not exceed clearance standards established by the EPA at 40 CFR 745.227(e) (8)(viii); HUD’s dust-lead standards for clearance after interim control projects are found at 24 CFR 35.1320(b)(2)(i).
<b>Deteriorated paint</b>	Any paint coating on a damaged or deteriorated surface or fixture, or any interior or exterior lead-based paint that is peeling, chipping, blistering, flaking, worn, chalking, alligatoring, cracking, or otherwise becoming separated from the substrate.
<b>Dripline/foundation area</b>	The area within 3 feet out from the building wall and surrounding the perimeter of a building.
<b>Dust-lead hazard</b>	Surface dust in residences that contains an area or mass concentration of lead equal to or in excess of the standard established by the EPA under Title IV of the Toxic Substances Control Act. EPA standards for dust-lead hazards, which are based on wipe samples, are published at 40 CFR 745.65(b); as of the publication of this edition of these <i>Guidelines</i> , these are 40 µg/ft <sup>2</sup> on floors and 250 µg/ft <sup>2</sup> on interior windowsills. (As of the publication of this edition of these <i>Guidelines</i> , in response to a petition received by the EPA on August 10, 2009, HUD and EPA are collaboratively considering whether to lower the dust-lead hazard thresholds.) Also called <b>Lead-contaminated dust</b> .
<b>Evaluation</b>	Risk assessment, paint inspection, reevaluation, paint testing, environmental investigation, clearance examination, or risk assessment screen.
<b>Friction surface</b>	Any interior or exterior surface, such as a window or stair tread, subject to abrasion or friction.
<b>Garden area</b>	An area where plants are cultivated for human consumption or for decorative purposes.

<b>HEPA vacuum</b>	A vacuum cleaner which has been designed with a HEPA filter as the last filtration stage. The vacuum cleaner must be designed so that all the air drawn into the machine is expelled through the HEPA filter with none of the air leaking past it. (Note that HUD's definition in its Lead Safe Housing Rule, with its slightly different wording, is substantively identical.)
<b>Impact surface:</b>	An interior or exterior surface (such as surfaces on doors) subject to damage by repeated impact or contact.
<b>Inspection (of paint)</b>	A surface-by-surface investigation to determine the presence of lead-based paint (in some cases including dust and soil sampling) and a report of the results.
<b>Interim controls</b>	A set of measures designed to temporarily reduce human exposure or possible exposure to lead-based paint hazards. Such measures include, but are not limited to, specialized cleaning, repairs, maintenance, painting, temporary containment, and the establishment and operation of management and resident education programs. Monitoring, conducted by owners, and reevaluations, conducted by professionals, are integral elements of interim control. Interim controls include dust removal; paint film stabilization; treatment of friction and impact surfaces; installation of soil coverings, such as grass or sod; and land use controls. Interim controls that disturb painted surfaces are renovation activities under EPA's Renovation, Repair and Painting Rule.
<b>Lead-based paint (LBP)</b>	Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm <sup>2</sup> as measured by XRF or laboratory analysis, or 0.5 percent by weight (5000 mg/g, 5000 ppm, or 5000 mg/kg) as measured by laboratory analysis. (Local definitions may vary.)
<b>Lead-based paint hazard</b>	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 at 40 CFR 745.65, under Title IV of the Toxic Substances Control Act). Lead-based paint hazards include, for example, <b>paint-lead hazards, dust-lead hazards, and soil-lead hazards.</b>
<b>Paint-lead hazard</b>	Lead-based paint on a friction surface that is subject to abrasion and where a dust-lead hazard is present on the nearest horizontal surface underneath the friction surface (e.g., the window sill, or floor); Damaged or otherwise deteriorated lead-based paint on an impact surface that is caused by impact from a related building component; A chewable lead-based painted surface on which there is evidence of teeth marks; or Any other deteriorated lead-based paint in any residential building or child-occupied facility or on the exterior of any residential building or child-occupied facility
<b>Play area</b>	An area of frequent soil contact by children of under age 6 as indicated by, but not limited to, such factors including the following: the presence of outdoor play equipment (e.g., sandboxes, swing sets, and sliding boards), toys, or other children's possessions, observations of play patterns, or information provided by parents, residents, care givers, or property owners.
<b>Soil-lead hazard</b>	Bare soil on residential property that contains lead in excess of the standard established by the EPA under Title IV of the Toxic Substances Control Act. EPA standards for soil-lead hazards, published at 40 CFR 745.65(c), as of the publication of this edition of these <i>Guidelines</i> , is 400 µg/g in play areas and 1,200 µg/g in the rest of the yard. Also called <b>Lead-contaminated soil.</b>

## Key Units of Measurement

**µg (microgram):** A microgram is 1/1000<sup>th</sup> of a milligram. To put this into perspective, a penny weighs 2 grams. To get a microgram, you would need to divide the penny into 2 million pieces. A microgram is one of those two million pieces.

**µg/dL (microgram per deciliter):** used to measure the level of lead in children's and worker's blood to establish whether intervention is needed. A deciliter is a little less than a half a cup.

**µg/ft<sup>2</sup> (micrograms per square feet):** the unit used to express levels of lead in dust samples. All reports should report levels of lead in dust in µg/ft<sup>2</sup>.

**mg/cm<sup>2</sup> (milligrams per centimeter square):** used to report levels of lead in paint thru XRF testing.

**PPM (parts per million):** Typically used to express the concentrations of lead in soil. Can also be used to express the amount of lead in a surface coating on a mass concentration basis. This measurement can also be shown as: µg/g, mg/kg or mg/l.

**PPB (parts per billion):** Typically used to express the amount of lead found in drinking water. This measurement is also sometimes expressed as: µg/l.

### EPA/HUD/California Lead Base paint and Lead Base Paint Hazards Paint Standards

#### Lead Base Paint

- Surface concentration (mass of lead per area) 1.0µg/cm<sup>2</sup>
- Bulk concentration (mass of lead per volume) 0.55, 5000µg/g, or 5000 ppm

#### Dust-thresholds for Lead-Contamination

- Floors Less than 40 µg/ft<sup>2</sup>
- Interior Window Sills 250 µg/ft<sup>2</sup>
- Window Troughs (clearance examination only) 400 µg/ft<sup>2</sup>

#### Soil-thresholds for Lead Contamination

- Play areas used by children 6 and under 400 µg/g or 400 ppm
- Other areas 1200µg/g or 1200pp



## LEAD HAZARD EVALUATION REPORT

**Section 1 — Date of Lead Hazard Evaluation** 05/02/16

**Section 2 — Type of Lead Hazard Evaluation (Check one box only)**

Lead Inspection     Risk assessment     Clearance Inspection     Other (specify) \_\_\_\_\_

**Section 3 — Structure Where Lead Hazard Evaluation Was Conducted**

Address [number, street, apartment (if applicable)] <b>1155 Santa Clara Avenue</b>		City <b>Alameda</b>	County <b>Alameda</b>	Zip Code <b>94501</b>
Construction date (year) of structure	Type of structure <input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input checked="" type="checkbox"/> Other <u>Senior Center</u>		Children living in structure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't Know	

**Section 4 — Owner of Structure (if business/agency, list contact person)**

Name <b>City of Alameda Recreation &amp; Parks (Jacqueline S. Krauser)</b>		Telephone number <b>(510) 747-7510</b>		
Address [number, street, apartment (if applicable)] <b>1155 Santa Clara Avenue</b>		City <b>Alameda</b>	State <b>CA</b>	Zip Code <b>94501</b>

**Section 5 — Results of Lead Hazard Evaluation (check all that apply)**

No lead-based paint detected   
  Intact lead-based paint detected   
  Deteriorated lead-based paint detected  
 No lead hazards detected   
 Lead-contaminated dust found   
 Lead-contaminated soil found   
 Other \_\_\_\_\_

**Section 6 — Individual Conducting Lead Hazard Evaluation**

Name <b>Maribel Robles</b>		Telephone number <b>(510) 834-1638</b>		
Address [number, street, apartment (if applicable)] <b>P.O. Box 31643</b>		City <b>Oakland</b>	State <b>CA</b>	Zip Code <b>94604-7643</b>
CDPH certification number <b>I-2544</b>	Signature 		Date <b>05/07/16</b>	

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

**Section 7 — Attachments**

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health  
 Childhood Lead Poisoning Prevention Branch Reports  
 850 Marina Bay Parkway, Building P, Third Floor  
 Richmond, CA 94804-6403  
 Fax: (510) 620-5656