

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

104



FORM APPROVED COUNTY COUNSEL  
BY *[Signature]* DATE 11/2/10  
LARISSA R-MCKENNA

**FROM:** Community Health Agency

**SUBMITTAL DATE:**  
October 20, 2010

**SUBJECT: PRE-QUALIFIED LIST FOR LEAD ABATEMENT AND HEALTHY HOMES  
RENOVATION SERVICES**

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the selection of the attached list of contractors (Watson Painting Corp., Barrow Construction Co., Envirocon Contracting Inc., Vizion's West, and Universal Abatement) for use on an as-needed basis and with negotiated fee not to exceed \$100,000 per project, and;
2. Approve and execute the one-year service agreements with lead abatement contractors (Watson Painting Corp., Barrow Construction Co., Envirocon Contracting Inc., Vizion's West, and Universal Abatement) for \$280,000 annually, per contractor, which contains an option to renew the agreement for two additional one-year periods, and;

(Continued on Page 2)

Purchasing: *[Signature]*  
Mary Seiler, Assistant Director

*Keen Brown*  
Deputy Director

*Keen Brown for Susan Harrington*  
Susan D. Harrington, M.S., R.D., Director  
Department of Public Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,400,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% United States Housing and Urban Development (HUD) Grant Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

*[Signature]*  
BY: Debra Cournoyer  
Debra Cournoyer

**County Executive Office Signature**

Policy  
 Consent  
 Policy  
 Consent

Dep't Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref.: Item #3.19 on 12/9/08 & Item #3.10 on 4/14/09      District: All      Agenda Number:

**3.16**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**BOARD OF SUPERVISORS**

**FORM 11: PRE-QUALIFIED LIST FOR LEAD ABATEMENT AND HEALTHY HOMES RENOVATION SERVICES**

**PAGE 2**

**RECOMMENDED MOTION (Continued):**

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal option, based on the availability of fiscal funding, move funding between pre-qualified contractors, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, and;
4. Direct the Clerk of the Board to return three (3) original signed agreements to the Purchasing and Fleet Services Department.

**BACKGROUND**

For over fourteen years, HUD's Office of Healthy Homes and Lead Hazard Control (OHHLHC) has awarded grants to public and private organizations interested in identifying and correcting unhealthy housing conditions for low-income families in privately owned homes.

On 12/09/08 agenda #3.19, the Board approved the acceptance of \$3,000,000 from the United States Department of Housing and Urban Development (HUD) for the Lead-Based Paint Hazard Control Program (LBPHCP).

On 4/14/09 agenda #3.10, the Board approved the acceptance of \$875,000 from the United State Department of Housing and Urban Development (HUD) for Healthy Homes Demonstration Program (HHDP).

These funds are being used by the County of Riverside to provide to those organizations that qualify, the Healthy Homes and Lead Hazard Control programs incorporating the intervening tools of inspection, assessment, education, and necessary remediation of lead and/or safety hazards as well as asthma triggers in homes throughout greater Riverside County. The Lead-Based Hazard Control Program focuses on the prevention of childhood lead based paint poisoning, and the Healthy Homes Program identifies and corrects unhealthy housing conditions for low income families in privately owned homes. The goal of the Healthy Homes Program is to reduce childhood asthma in children less than 6 years of age. The Healthy Homes and Lead Hazard Control Program is 100% funded by Federal Housing and Urban Development (HUD) grants funds.

**PRICE REASONABLENESS**

Purchasing released a Request for Qualification (RFQ#HSARC-133), mailing solicitations to twenty-four companies, and advertised on the County's Internet; with five responses received.

The proposals were reviewed by an evaluation team consisting of personnel from Purchasing and the Community Health Agency (CHA). The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness and general understanding to the requirements of the scope of service, license and certifications, the experience and ability to perform, financial status, references and the overall cost). Five companies (Watson Painting Corp., Barrow Construction co., Envirocon Contracting Inc.,

**BOARD OF SUPERVISORS  
FORM 11: PRE-QUALIFIED LIST FOR LEAD ABATEMENT AND HEALTHY  
HOMES RENOVATION SERVICES  
PAGE 3**

Vizion's West, and Universal Abatement) were selected as qualified contractors with hourly labor rate ranging from \$35.69 to \$93.20, depending on the type of remediation required.

As the lead abatement jobs surface, each contractor will quote on the job, and the award will be given to the lowest responsive/responsible bidder. The evaluation committee recommends that the award be given to these five companies for Healthy Homes and Lead Hazard Control projects, as these awards are deemed most advantageous to the County.

**REVIEW/APPROVAL:** Purchasing and County Counsel concurs with this request.

**Contractors:****Contract Amount:**

- |  |              |
|--|--------------|
| 1. Watson Painting Corp.<br>Steve Watson<br>8745 Conway Drive<br>Riverside, CA 92503<br>951-785-6765                         | \$280,000.00 |
| 2. Barrow Construction Co.<br>Clyde Thompson<br>2250 Wild Canyon Drive<br>Colton, CA 92324<br>909-825-7312                   | \$280,000.00 |
| 3. Envirocon Contracting Inc.<br>David Adams<br>5940 Lakeshore Drive<br>Cypress, CA 90630<br>714-827-6200                    | \$280,000.00 |
| 4. Vizion's West<br>Robert Earleywine<br>33415 Milan Road<br>Winchester, CA 92596<br>951-244-8359                            | \$280,000.00 |
| 5. Universal Abatement Services, Inc.<br>Kalani Childs<br>1450 S. Burlington Avenue<br>Los Angeles, CA 90006<br>213-632-2350 | \$280,000.00 |

PROFESSIONAL SERVICE AGREEMENT

for

LEAD ABATEMENT AND HEALTHY HOMES RENOVATION SERVICES

between

COUNTY OF RIVERSIDE

and

WATSON PAINTING CORPORATION



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance .....	3
3. Compensation .....	3
4. Alteration or Changes to the Agreement .....	5
5. Termination .....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	6
8. Inspection of Service: Quality Control/Assurance .....	6
9. Independent Contractor .....	7
10. Subcontract for Work or Services.....	7
11. Disputes .....	8
12. Licensing and Permits .....	8
13. Use by Other Political Entities .....	8
14. Non-Discrimination .....	8
15. Records and Documents .....	9
16. Confidentiality .....	9
17. Administration/Contract Liaison.....	10
18. Notices.....	10
19. Force Majeure.....	10
20. EDD Reporting Requirements .....	10
21. Hold Harmless/Indemnification.....	11
22. Insurance .....	12
23. General .....	14
Exhibit A - Scope of Service .....	16
Exhibit B - Payment Provisions.....	29
Exhibit C – Section 3 of Housing and Urban Development .....	30
Exhibit D – Definitions.....	32

This Agreement, made and entered into this 9th day of November, 2010, by and between Watson Painting Corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of fourteen (14) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through November 8, 2011, with the option to renew for two (2) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred eighty thousand dollars (\$280,000.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas (Lead Abatement and Healthy Homes Renovation Services) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Community Health Agency

P.O. Box 7849

Riverside, CA 92513

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC-91047-001-12/11); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.



4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products

provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

#### 9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

#### 10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex

in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services  
Attn: Rick Hai  
2980 Washington Street  
Riverside, CA 92504

CONTRACTOR

Watson Painting Corporation  
Attn: Steve Watson  
8745 Conway Drive  
Riverside, CA 92503

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.2 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

## 22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

### 22.5 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of RFQ#HSARC-133



the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

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

Print Name: Marion Ashley

Title: Chairman, Board of Supervisor

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

CONTRACTOR:

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

Print Name: Steve Watson

Title: President

Dated: 11/1/10

EXHIBIT A  
SCOPE OF SERVICE

1.1 Scope of Work Summary

1.1.1 CONTRACTOR shall provide abatement and control of lead-paint hazards of all building components that required lead abatement, including job site setup, work procedures, and finished product.

1.1.2 CONTRACTORS Work Requirements:

1.1.2.1. Mobilization and prep work. This includes site prep of visquine sealing of the affected rooms in accordance with EPA and OSHA standards. Inspectors shall have to perform frequent site visits to insure compliance with OSHA standards for personnel.

1.1.2.2. Removal of contaminated materials. Scrape off lead embedded paint down to the substrate, proper gathering, and containment of debris and perform repair/replacement work to damaged areas.

1.1.2.3. Application of new, people safe paint in workmanlike manner.

1.1.2.4. Clean up, disposal of materials in accordance with EPA and OSHA standards, touch up and demobilization.

1.1.2.5 Bidders must be able to provide worker certifications for lead abatement training (per Toxic Substance Control Act (TSCA) section 402, 403, 404, 405, and 406), insurance coverage for the duration period of the award contract, and State Contractors license.

1.1.2.6 Site setup and cleanup

Work site setup and final subsequent cleanup of the work area are to be in accordance with the standards specified in this document.

1.1.2.7 Disposal of waste products

The classification, testing, and disposal of waste is required and discussed, in detail, in the remainder of the specifications.

1.1.2.8 Unless otherwise specified herein, building components removed as part of Abatement shall be replaced.

1.1.2.9 All such work shall be conducted by experienced abatement personnel who are qualified as specified herein (section 1.3 of these specifications entitled, "Applicable Standards and Guidelines" described below).

1.2 Description of work

1.2.1 County Work Hours

Because the work to be performed is in residential/business buildings, and to minimize interruption to building occupants, work should be done Monday to Thursday from 08:00 AM to 4:30 PM. With lunch and breaks in accordance with California Labor Code per the normal policy of the performance contractor.

**1.2.2 Time Allowed For Completion of Work**

Depending on the size of the project and with County's consent, the awarded contractor at a maximum shall have four to fifteen (15) contiguous days (weather permitting) to complete the scope of work described herein. Specific time permitted will be dependent upon extent of job. This shall be agreed upon between program manager and contractor. Contractor must start work within two (2) weeks after the notice of award.

**1.3 Applicable Standards and Guidelines (General Requirements)**

1.3.1 The contractor's abatement "supervisor", "project monitor" and "lead worker" shall be certified pursuant to 17 CCR Division 1, Chapter. 8, sec 35001 et. seq, "Accreditation, Certification, and Work Practices for Lead-based Paint and Lead Hazards".

1.3.2 All work under the contract shall be done in strict accordance with all applicable Federal, State, and Local regulations, standards, and codes governing lead abatement and any other trade work done in conjunction with the abatement. Work practices shall comply with 17 CCR Division 1, Chapter. 8, sec 35001 et. seq, 8 CCR 1532.1 and the latest edition of the U.S. Department of Housing and Urban Develop (HUD) Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing.

1.3.3 The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists the most stringent shall be utilized.

**1.4 Submittals and Notices**

1.4.1 CONTRACTOR shall:

1.4.1.1 Submittal of insurance and bonding:

Within Ten (10) working days of notice award, shall submit all bonding and liability insurance coverage as required in the County's General Conditions.

1.4.1.2 At the Pre-start Meeting:

1.4.1.2.1 Submit a written compliance program for lead abatement as specified in Title 8 of the California Code of Regulations (CCR) section 1532.1. Information in these specifications may be used as a basis for complying with these CAL/OSHA regulations.

1.4.1.2.2 Submit documentation satisfactory to the Project Manager that the Contractor's employees (including foremen, supervisors, any other company personnel or agents who may be exposed to airborne lead particulates or who may be responsible for any aspect of lead abatement activities) hold the appropriate "Lead-Related Construction Interim Certification" as issued by California Department of Public Health (CDPH) and described in with 17 CCR Division 1, Chapter. 8.

1.4.1.2.3 With the Building Owner / Project Manager, inspect the premises wherein all abatement and abatement related activities shall occur and submit a statement signed by both, agreeing on building and fixture condition prior to the commencement of work.

- 1.4.1.2.4 Submit documentation of compliance with 8 CCR 1532.1 (f) regarding respirator fit-testing for all Contractor employees and agents who must enter the work area.

1.4.1.3 During Abatement or HH Renovation Activities

- 1.4.1.3.1 Submit daily, copies of work site entry logbooks (see section 1.5.3) with information on worker and visitor access.

- 1.4.1.3.2 Post in the immediate vicinity of the abatement area:

- a) A list containing the names, addresses, and telephone numbers of the Contractor, the Building Owner, the Project Manager, and any other personnel who may be required / authorized to enter the abatement area, or assist in the actual abatement itself.

- b) Copies of Lead-abatement training certificates for all lead abatement workers and supervisor(s).

- c) Emergency phone list as described under 1.6.4.

- d) Post the CDPH Form 8551 pursuant to 17 CCR sec 36100 (c).

1.4.2 Project Manager Shall

1.4.2.1 Prior to Commencement of Work:

- 1.4.2.1.1 Notify any occupants of the impending abatement or HH renovation (if any).

- 1.4.1.2.4 Submit documentation of compliance with 8 CCR 1532.1 (f) regarding respirator fit-testing for all Contractor employees and agents who must enter the work area.

1.4.1.3 During Abatement or HH Renovation Activities

- 1.4.1.3.1 Submit daily, copies of work site entry logbooks (see section 1.5.3) with information on worker and visitor access.

- 1.4.1.3.2 Post in the immediate vicinity of the abatement area:

- a) A list containing the names, addresses, and telephone numbers of the Contractor, the Building Owner, the Project Manager, and any other personnel who may be required / authorized to enter the abatement area, or assist in the actual abatement itself.

- b) Copies of Lead-abatement training certificates for all lead abatement workers and supervisor(s).

- c) Emergency phone list as described under 1.6.4.

- d) Post the CDPH Form 8551 pursuant to 17 CCR sec 36100 (c).

1.4.2 Project Manager Shall

1.4.2.1 Prior to Commencement of Work:

- 1.4.2.1.1 Notify any occupants of the impending abatement or HH renovation (if any).

- 1.4.2.1.2 Submit to the Contractor, all lead-related inspection reports concerning the work site.

1.4.2.2 During Abatement / HH Renovation

- 1.4.2.2.1 Conduct all necessary quality control monitoring of abatement activities.

1.5 Site Security

- 1.5.1 The abatement area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of Subcontractors, Owner's employees and representatives, State and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the immediate vicinity of the abatement area.

- 1.5.2 Entry into the abatement area by unauthorized individuals shall be reported immediately to the Project Manager by the Contractor.

- 1.5.3 A log book shall be maintained in the immediate vicinity of the abatement area. Anyone entering the abatement area must record name, affiliation, time in, and time out for each entry.

- 1.5.4 Access to and from - each abatement area shall be through designated egress(s). Entry or exit via any other route will be prohibited.

- 1.5.5 Contractor or his agents must have control of lead work area during abatement operations in order to protect work effort and equipment.
- 1.5.6 Contractor shall have Owner's and / or the Project Manager's assistance in notifying building occupants, if any, of impending activity and enforcement of restricted access by Owner's employees.

## 1.6 Emergency Planning

- 1.6.1 Emergency planning and procedures shall be developed by the Contractor prior to the abatement date. This plan shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, and heat related injury where applicable. Written procedures shall be developed and a copy kept at the work site. Employee training in procedures shall be provided.
- 1.6.2 Emergency planning shall include written notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule, layout of work area. Notification shall include a description of any foreseen hazard that may affect / hamper response capabilities.
- 1.6.3 Employees shall be trained in evacuation procedures in the event of workplace emergencies.
  - 1.6.3.1 For non-life-threatening situations-employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the workplace to obtain proper medical treatment.
  - 1.6.3.2 For life-threatening injury or illness, worker recontamination shall take least priority. After measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.
- 1.6.4 Telephone numbers of all emergency response personnel, as well as the location of the nearest phone, shall be prominently posted in the lead work area.

## 1.7 Pre-Start Meeting

- 1.7.1 The Contractor, his job site supervisor, project monitor and any on-site health and safety representative shall attend a pre-start job meeting to be scheduled by the Project Monitor. The purpose of this meeting shall be to clarify any ambiguities regarding the job and to coordinate abatement efforts between the Contractor, the Building Owner, and the Project Manager.
- 1.7.2 At this meeting the Contractor shall provide all Submittals as required in section 1.4. In addition, Contractor shall be prepared to provide detailed information concerning sequence of work and performance schedule.

## 1.8 Materials and Equipment

### 1.8.1 Materials

- 1.8.1.1 The Contractor shall provide all materials and equipment necessary to complete the abatement as described within these specifications.
- 1.8.1.2 Only new materials shall be used. Damaged, deteriorating, or contaminated materials shall not be used.



- 1.8.1.3 All materials shall be stored safely and in accordance with fire / hazardous materials regulations.
  - 1.8.1.4 Adequate supplies of 6 mil thickness polyethylene sheeting, used to plasticize the abatement area, are to be kept on site.
  - 1.8.1.5 Polyethylene sheeting may only be attached to stucco walls using adhesives, or adhesive tape, which shall not leave significant residues behind or otherwise damage the underlying surface.
  - 1.8.1.6 Contractor shall provide and keep on site an adequate supply of 6 mil polyethylene waste disposal bags and waste disposal containers in which to place any presumed hazardous waste generated by the abatement. Contractor shall supply the necessary hazardous waste container labels.
  - 1.8.1.7 An adequate supply of warning signs, as specified in 8 CCR 1532.1 (m), shall be kept on site.
  - 1.8.1.8 An adequate supply of yellow "CAUTION" banner tape shall be kept on site to cordon off the abatement area.
  - 1.8.1.9 An adequately sized, pre-fabricated enclosure, designed to function as a "change area," or an adequate supply of materials to construct such a facility, shall be delivered to the job site prior to the abatement in the event an adequate change area does not exist on site.
- 1.8.2 Equipment
- 1.8.2.1 Respirators - Contractor shall provide respiratory protection devices for the abatement crew in compliance with 8 CCR 1532.1. Only respirators tested and approved by the National Institute of Occupational Safety and Health (NIOSH) may be used during the abatement. The least protective respirator acceptable for use on this project shall be half-face air purifying respirators with dual high-efficiency (HEPA) filters.
  - 1.8.2.2 Full body disposable protective clothing, including head, body, and foot coverings consisting of material impenetrable by lead particulates (Tyvek or equivalent) shall be provided by Contractor to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.  
  
Alternatively, Contractor may provide the crew with cloth work clothing provided they are managed in accordance with 8 CCR 1532.1 (g).
  - 1.8.2.3 Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided by Contractor to all workers and authorized visitors.

- 1.8.2.4 Non-skid footwear and disposable shoe covers shall be provided by Contractor to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
  - 1.8.2.5 A sufficient supply of disposable mops, rags, and sponges for work area decontamination shall be available.
  - 1.8.2.6 Contractor shall provide hand wash facilities as described in Definition line item S.
  - 1.8.2.7 A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrappers, wire, cutters, brushes, utility knives, wire saws, etc.) shall be provided by Contractor as needed.
  - 1.8.2.8 Contractor shall provide "Hudson"-type, pump sprayers that can be used to wet down components or areas.
  - 1.8.2.9 Contractor shall ensure that a sufficient supply of HEPA filtered vacuum systems be available during cleanup.
  - 1.8.2.10 A sufficiently sized construction waste dumpster / bin, or waste hauling truck shall be provided by contractor to transport construction waste off site. Any construction waste not transported off-site at the end of the work day shall be stored in a locked dumpster / truck trailer until pickup.
- 1.8.3 Substitutions
- 1.8.3.1 Approval Required
    - 1.8.3.1.1 The Contract is based on the materials, equipment, and methods described in these Contract Documents.
    - 1.8.3.1.2 The Project Manager shall consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Owner to evaluate the proposed substitution.
    - 1.8.3.1.3 Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Project Manager.
  - 1.8.3.2 "Or equal"
    - 1.8.3.2.1 Where the phrase "or equal" or "or equal as approved by the Project Manager" occurs in the Contract Document, do not assume that materials, equipment or methods shall be approved by the Project Manager. The Project Manager must in fact approve of the substitution in advance of its use.
  - 1.8.3.3 Availability of specified items
    - 1.8.3.3.1 Contractor shall verify prior to bidding that all specified items will be available in time for the abatement.

1.8.3.3.2 In the event that specified items are not available, notify the Project Manager prior to receipt of bids.

1.8.3.3.3 Costs of delays because of non-availability of specified items, when such delays could have been avoided by the contractor, shall be back-charged as necessary and shall not be borne by the County of Riverside.

1.8.3.4 Alternative Procedures

1.8.3.4.1 Procedures described in this specification are to be utilized at all times.

1.8.3.4.2 If specified procedures cannot be utilized, a request must be made in writing to the Project Manager providing details of the problem encountered and recommended alternatives.

1.8.3.4.3 Alternative procedures shall provide equivalent or greater protection than procedures that they replace.

1.8.3.4.4 Any alternative procedure must be approved in writing by the Project Manager prior to implementation.

1.9 Execution

1.9.1 Commencement of work shall not occur until:

1.9.1.1 All pre-abatement submissions, notifications, postings, and permits have been provided and are satisfactory to the County Project Manager.

1.9.1.2 All equipment for abatement, clean-up, and disposal are on hand.

1.9.1.3 All workers training are completed.

1.9.1.4 Contractor receives written permission from Building Owner and Project Manager to commence abatement.

1.9.1.5 A pre-job start safety meeting has been held between the Project Manager and all members of the abatement personnel. This meeting shall include a discussion of the employer's safety program as well as assess worker comprehension of safe work practices.

1.10 Personnel Protection Requirements

1.10.1. Training

1.10.1.1 Prior to commencement of abatement activities, contractor shall ensure that all personnel who will be required to enter the work area, or handle containerized lead containing materials, shall have received adequate training.

1.10.1.2 Special on-site training on equipment and procedures unique to this job site shall be performed by the contractor as required.

1.10.1.3 Training in emergency response and evacuation procedures shall be provided by the contractor.

1.10.2 Respiratory Protection

1.10.2.1 All respiratory protection shall be provided to workers in accordance with 8 CCR. The Contractor is responsible for all Cal/OSHA compliance monitoring.

1.10.2.2 Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.

1.10.2.3 The use of the abatement techniques described within these specifications is expected to keep air-borne lead emissions below 50 micrograms per cubic meter of air (8 hr -TWA). Thus, for these environment employees are minimally required to wear NIOSH approved 1/2 face respirators with dual HEPA filter-cartridges. However, the Contractor is responsible for air monitoring and must provide additional protection if necessary.

1.10.2.4 Fit testing

1.10.2.4.1 Workers must perform positive and negative air pressure fit tests each time a respirator is put on, whenever the respirator design so permits. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.

1.10.2.4.2 Workers shall be given a qualitative fit test in accordance with procedures detailed in the Cal/OSHA requirements for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.

1.10.2.4.3 Documentation of adequate respirator fit must be provided to the Project Manager.

1.10.2.5 No one wearing a beard shall be permitted to don a respirator and enter the work area.

1.10.2.6 A selection of 1/2 face respirators (several makes and sizes) shall be kept at the job site and be made available to authorized visitors. The Contractor and Project Manager shall ensure that all visitors follow appropriate safety protocol and are familiar with the use of respirators.

1.10.3 Protective Clothing

1.10.3.1 Disposable clothing including head, foot, and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors. Alternatively, launderable clothing shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.

1.10.3.3 Hard hats, protective eye wear, gloves, rubber boots, and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.

## 1.11 Preparation

### 1.11.1 Work Areas

- 1.11.1.1 The Contractor shall provide sanitary hand wash and toilet facilities for abatement personnel outside of the abatement area and maintain them in a clean and sanitary condition throughout the project. The establishment of these areas shall be the first step taken in setting up the lead work area. These areas are to be maintained until completion of the abatement.
- 1.11.1.2 The worker change area shall be in place before abatement can begin. This area shall be maintained until completion of the abatement. *Minimal requirements for this area are as follows:*
- a) The change area can be as simple as several linked together opaque screens, or as sophisticated as the contractor wishes. The area must, however, be large enough to allow a sufficient number of workers to change in and out of their work clothing without undue delay.
  - b) For the sake of privacy, the walls of the area must be opaque and high enough to shield the changing workers from view. Unless conditions on site warrant it, it does not need a roof.
  - c) The interior of the area shall be divided into two equal sub-areas: a "clean" area, where un-contaminated street clothes can be stored, and; a "dirty" area where workers will don or doff potentially contaminated work clothing. Each sub-area shall have its own entry/exit point. Street clothed workers shall enter through the "clean" area side, change into work clothes, and exit through the "work clothes area" side.  
  
The two areas need not be physically separated as long as all workers understand the difference between the two designated areas and act accordingly to prevent potential contamination of their street clothes.
  - d) A hand wash facility shall be provided inside the change area so workers, having changed out of their work clothes, may wash their hands prior to handling their street clothes, eating, or smoking.
- 1.11.1.3 The abatement area shall be set up between COUNTY and CONTRACTOR in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 8 (Resident Protection and Worksite Preparation).
- 1.11.1.4 The abatement area shall be cordoned off with yellow "CAUTION" barrier tape, and all postings displayed as required by regulations.

## 1.12 Workplace Entry and Exit Procedures

### 1.12.1 Personnel entry and exit

- 1.12.1.1 All personnel, before entering the lead work area, shall read and be familiar with all posted regulations, personal protection requirements (including abatement area entry and exit procedures and acceptable hygiene practices) and emergency

procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all on-site personnel.

- 1.12.1.2 All workers and authorized personnel, destined to enter the abatement area, shall enter the "clean" side of the change area, sign the abatement area entry log, change into appropriate work clothes, collect their respirators, and exit through the "dirty" side (respirators do not have to be donned at this time).
- 1.12.1.3 Workers shall then proceed to the designated ingress point of an abatement area where they shall put on respirators and clean shoe covers before actually entering the abatement area.
- 1.12.1.4 A worker who is ready to leave the abatement area shall first remove gross contamination from the outside of respirators and protective clothing by brushing and/or using wet wiping procedures. Then, he shall walk over to the designated egress, pause to remove shoe covers, place the shoe covers in a designated waste receptacle, and proceed on across.
- 1.12.1.5 Once outside the abatement area, the worker may remove his respirator and set it aside only if it is immediately placed in a clean, plastic storage bag, which has been labeled with the workers name. Any tools removed from the abatement area shall be wiped free of obvious contamination with a damp cloth.
- 1.12.1.6 The worker must proceed immediately to the nearest hand wash facility and wash his hands and face.
- 1.12.1.7 An abatement worker who is intending to eat / drink, smoke or leave the lead work area must first proceed to the work change area, enter through the "dirty" side, change out of and properly store his/her work clothes, wash his hands and face, before donning street clothes and exiting through the "clean" side of the change area. Deposit disposable (and launderable) clothing into appropriately labeled containers for disposal (or laundering). Waste water from the hand wash facility may be discharged onto the ground after first being filtered through a 5 um particle filter.
- 1.12.1.8 Each worker shall document his lead work area exit time in the change area log.
- 1.12.1.9 The Contractor shall perform occupational air sampling on the contractor's work crew. However, the Project Manager may conduct additional occupational air sampling. If so, the Contractor and his/her abatement personnel shall cooperate fully with the Project Manager's sampling plan.
- 1.12.1.10 These procedures shall be posted in the change area.

### 1.13 Hazard Control Procedures

- 1.13.1 In general, all hazard control work shall be conducted in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 11 (Interim Controls), Chapter 12 (Abatement), and Chapter 13 (Encapsulation).

1.14 Clean-up Procedure

- 1.14.1 Any free components remaining in the abatement area are to be removed to the disposal area.
- 1.14.2 Any wood / paint chips littering the plastic within the abatement area shall be picked up with a HEPA vacuum. Any debris within the HEPA vacuum must be managed as hazardous waste.
- 1.14.3 Any tools remaining within the abatement area are to be wiped free of obvious, gross contamination with a damp cloth.
- 1.14.4 Detailed cleaning work shall be conducted in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 14 (Cleaning).
- 1.14.5 The area shall then be inspected by the Project Manager and the building owner.
- 1.14.6 On the approval of the Project Manager, the lead abatement warning signs, and the banner tape, shall be removed and respiratory protection can be discontinued.
- 1.14.7 The plastic sheeting covering the ground may now be removed.
- 1.14.8 Any visible paint chips found under plastic sheeting, whether on soil or other surfaces are to be removed and managed as presumed hazardous waste.

1.15 Abatement Waste Disposal Procedures

- 1.15.1 All waste, both hazardous and non-hazardous, is to be removed from the site by the end of the workday. If for some reason this is not possible, all debris shall be stored in locked containers.
- 1.15.2 Disposal must occur at an authorized site in accordance with regulatory requirements of Federal, State (Title 22) and Local guidelines and regulations (including the California State Department of Health Service, Toxic Substance Control Division).
- 1.15.3 Considerations for Hazardous Waste
  - 1.15.3.1 The contents of the HEPA vacuums used during the abatement (or HEPA vacuums with special power tools if used), Chemical stripper waste (if used), respirator HEPA filters and the damp rags used to wipe down the equipment / plastic sheeting are to be managed as presumptive hazardous waste.
  - 1.15.3.2 Intact painted building components, and other painted construction debris, shall be segregated separately and also managed as presumptive hazardous waste.
  - 1.15.3.3 For these two waste streams, the contractor shall do the following:
    - a) Obtain in advance of the abatement the site-specific EPA identification number used to manifest the waste.
    - b) Test the two wastes in accordance with California Department of Toxic Substance Control requirements (via Total Threshold Limit Concentration,

California Waste Extraction Test, etc.). All analysis must be done by a State accredited hazardous waste laboratory.

- c) Determine if the wastes are hazardous, California special wastes, or non-hazardous construction debris; and manage accordingly.
- d) Hazardous waste must use a Uniform Hazardous Waste Manifest (EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.).
- e) Arrange to have a registered hazardous waste transporter remove the waste to an approved treatment, storage, or disposal (TSD) facility. Transporter shall pick up the waste at the end of the abatement. The Project Manager shall sign the manifest as generator.

#### 1.15.4 Considerations for Non-Hazardous Waste

The remainder of the abatement waste including disposable work clothing, shoe covers, plastic sheeting, and non-painted construction debris are to be managed as non-hazardous construction waste. This debris is to be removed from the site at the end of the abatement. If for some reason the waste cannot be picked up until a later time, the contractor shall insure that it is stored in a locked container.

#### 1.15.5 Hand Wash Facility Waste Water

The wastewater effluent produced by the hand wash facility may be discharged as non-hazardous waste if it is first passed through a 5 um particle filter and tested by the lead abatement contractor. Contractor shall be required to store all wastewater on the job site until acceptable levels are met prior to discharge. Contractor shall maintain laboratory results of discharge water and provide a copy to the County of Riverside.

### 1.16 Clearance Sampling

1.16.1 Following the completion of clean-up operations, the contractor shall notify the Project Manager that work areas are ready for clearance samples.

1.16.2 The Project Manager or appropriate designee shall then perform dust wipe samples or soil samples in the work area for lead.

1.16.3 Any areas failing the most current HUD / EPA / State DHS clearance dust requirements (40 ug/ft<sup>2</sup> floors; 250 ug/ ft<sup>2</sup> interior window sills; 400 ug/ ft<sup>2</sup> for window troughs) shall be re-cleaned at the Contractors expense until clearance is met.

### 1.17 Re-establishment of the Area / Release of the Contractor / Payment

1.17.1 The Contractor and Owner shall visually inspect the work area for any damage caused by abatement activity. The Contractor shall repair, or arrange to have repaired, such damage.

1.17.2 When all elements of this abatement specification and the contract's general conditions have been completed up to and including 1.17.1, the Contractor's role in the abatement is complete. The Project Manager or appropriate designee shall then instruct the County Purchasing Department to issue payment to Contractor.



EXHIBIT B  
PAYMENT PROVISIONS

LEAD ABATEMENT SERVICES:

1. Hourly rate per Scope of Service and requirement in Exhibit A of this Agreement.	\$38.10 per Hour
2. Cost per square footage	\$3.70 per sq/ft
3. Cost for windows for following sizes:	
Small	\$ 625.00 each
Medium	\$ 650.00 each
Large	\$ 800.00 each
4. Cost for doors as follow:	
Interior door	\$ 195.00 each
Exterior door	\$ 650.00 each

HEALTHY HOMES RENOVATION SERVICES:

1. Hourly prevailing wage rate per Scope of Service and requirement in Exhibit A of this Agreement.	\$72.50 per Hour
2. Cost per square footage	\$9.50 per sq/ft

Exhibit C  
Section 3 of the Housing and Urban Development

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1978, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particular persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract in excess of 5100,000 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future assisted contracts.

Contractor's Initial fw

Exhibit C (cont.)  
Section 3 of the Housing and Urban Development

I, Steve Watson hereby certify that the business

Entity known as Watson Painting Corporation  
Print Name  
Print Business Name

       is not a Section 3 business. (Please complete the bottom section.)

X is a Section 3 business because (check one of the following:)

       51 percent or more is owned by Section 3 residents; or

X 30 percent of the permanent full-time employees are currently Section 3 residents or were Section 3 residents when first hired, if within the past three years (number of employees that are Section 3 residents);

or

       3- The business commits in writing to subcontract over 25 percent of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of paragraphs 1 and 2 of this definition;

and

The business was formed in accordance with state law and is licensed under state, county, or municipal law to engage in the business activity for which it was formed.

Section 3 Resident is a person living in San Bernardino or Riverside County who is a Public Housing resident or who is low income.

Low-Income Persons mean families (including single persons) who income does not exceed 80 percent of the median income, as adjusted by HUD, for Riverside and San Bernardino Counties.

Print Name: Steve Watson

Title: President

Signature: [Handwritten Signature]

Date: 11/1/10

Address: 8745 Conway Dr.

Riverside, CA 92503

Phone: 951-785-6765

Email: Watsonpaint@earthlink.net

Contractor's Initial SAW

Exhibit D  
Definitions

- A. "Contractor" shall mean any employee, agent, or representative of the contract company used in conjunction with the performance of the contract.
- B. "MQs" shall mean minimum qualifications.
- C. "County" shall mean the County of Riverside and its Community Health Agency (CHA). For purposes of this Agreement, CHA and County are used interchangeably.
- D. "Abatement" shall mean any set of measures designed to reduce or eliminate lead hazards or lead-based paint from public and residential buildings.
- E. "Abatement Area" shall mean designated rooms, spaces, or areas of the project in which lead abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. Such an area is generally physically isolated or cordoned off from the rest of the work site with access being restricted to properly protected abatement personnel.
- F. "Air monitoring" – Also known as "compliance monitoring" or "air sampling" is the process of measuring the concentration of air-borne hazardous agents in order to determine occupational / environmental exposure. Air monitoring is the responsibility of the Contractor and must be performed by either a California Department of Health Services certified Lead-in-Construction Supervisor or Project Monitor as required by 8 CCR sec 1532, Construction Safety Orders, Lead.
- G. "ANSI" shall mean American National Standards Institute (1430 Broadway, New York, New York 10018)
- H. "Authorized visitor" shall mean the Building Owner (any designated representatives) and any representative of a regulatory or other agency having jurisdiction over the project.
- I. "Building owner" shall mean the Owner or his authorized representative (specifically, the Lead Project Monitor).
- J. "CAL/OSHA" shall mean California Division of Occupational Safety and Health (525 Golden Gate Avenue, P.O. Box 603 San Francisco, CA 94101).
- K. "CCR" shall mean California Code of Regulations. "8 CCR" refers specifically to Title 8 (*Industrial Relations*) of the code.
- L. "Change area" shall mean a private, lead-free designated area, apart and separate from the abatement area where:
- a) Workers can change in and out of work clothing.
  - b) Workers can store their street clothes in designated areas apart from work clothes in order to prevent cross contamination.

- EE. "Removal" shall mean the stripping of any lead containing paint from surfaces or components of a building. Only methods cited in DD "Regulations" may be used to remove lead paint.
- FF. "Wet cleaning" shall mean the process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other utensils that have been dampened with amended water.
- HH. "Window system" consists of casing, trim, aprons, sills, sash balance, glazing, jamb, and windowpane.
- II. "Work area" shall mean the designated rooms, spaces or areas of the project in which lead abatement actions are to be or which may be become contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed, plasticized. A non-contained work area is an isolated controlled-access work area which has not been plasticized nor equipped with a decontamination enclosure system. Work Area is synonymous with "Regulated Area" as defined in 8 CCR sec 1532.1 (i)(6).

**PROFESSIONAL SERVICE AGREEMENT**

for

**LEAD ABATEMENT AND HEALTHY HOMES RENOVATION SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**BARROW CONSTRUCTION COMPANY, INC.**



**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services .....	3
2. Period of Performance .....	3
3. Compensation .....	3
4. Alteration or Changes to the Agreement .....	5
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	6
8. Inspection of Service: Quality Control/Assurance .....	6
9. Independent Contractor .....	7
10. Subcontract for Work or Services .....	7
11. Disputes .....	8
12. Licensing and Permits .....	8
13. Use by Other Political Entities.....	8
14. Non-Discrimination .....	8
15. Records and Documents .....	9
16. Confidentiality .....	9
17. Administration/Contract Liaison .....	10
18. Notices .....	10
19. Force Majeure.....	10
20. EDD Reporting Requirements .....	10
21. Hold Harmless/Indemnification .....	11
22. Insurance .....	12
23. General .....	14
Exhibit A - Scope of Service.....	16
Exhibit B - Payment Provisions .....	29
Exhibit C – Section 3 of Housing and Urban Development.....	30
Exhibit D – Definitions.....	32

This Agreement, made and entered into this 9th day of November, 2010, by and between Barrow Construction Company, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of fourteen (14) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through November 8, 2011, with the option to renew for two (2) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred eighty thousand dollars (\$280,000.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.



**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas (Lead Abatement and Healthy Homes Renovation Services) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Community Health Agency  
P.O. Box 7849  
Riverside, CA 92513

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC-91047-002-12/11); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms

of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by

CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

**9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply

with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Purchasing and Fleet Services  
Attn: Rick Hai  
2980 Washington Street  
Riverside, CA 92504

**CONTRACTOR**

Barrow Construction Company, Inc.  
Attn: Clyde Thompson  
2250 Wild Canyon Dr.  
Colton, CA 92324

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of

CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

**21.2** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.3** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**21.4** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

**21.5** CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts,



and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**22.2 Workers' Compensation:** If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

**22.3 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**22.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**22.5 General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of

Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**COUNTY:**

**CONTRACTOR:**

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

Signature: Clyde Thompson

Print Name: Marion Ashley

Print Name: Clyde Thompson

Title: Chairman, Board of Supervisor

Title: President

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

Dated: 10/29/10

**EXHIBIT A  
SCOPE OF SERVICE**

**1.1 Scope of Work Summary**

- 1.1.1 CONTRACTOR shall provide abatement and control of lead-paint hazards of all building components that required lead abatement, including job site setup, work procedures, and finished product.
- 1.1.2 CONTRACTORs Work Requirements:
  - 1.1.2.1. Mobilization and prep work. This includes site prep of visquine sealing of the affected rooms in accordance with EPA and OSHA standards. Inspectors shall have to perform frequent site visits to insure compliance with OSHA standards for personnel.
  - 1.1.2.2. Removal of contaminated materials. Scrape off lead embedded paint down to the substrate, proper gathering, and containment of debris and perform repair/replacement work to damaged areas.
  - 1.1.2.3. Application of new, people safe paint in workmanlike manner.
  - 1.1.2.4. Clean up, disposal of materials in accordance with EPA and OSHA standards, touch up and demobilization.
  - 1.1.2.5 Bidders must be able to provide worker certifications for lead abatement training (per Toxic Substance Control Act (TSCA) section 402, 403, 404, 405, and 406), insurance coverage for the duration period of the award contract, and State Contractors license.
  - 1.1.2.6 Site setup and cleanup  
Work site setup and final subsequent cleanup of the work area are to be in accordance with the standards specified in this document.
  - 1.1.2.7 Disposal of waste products  
The classification, testing, and disposal of waste is required and discussed, in detail, in the remainder of the specifications.
  - 1.1.2.8 Unless otherwise specified herein, building components removed as part of Abatement shall be replaced.
  - 1.1.2.9 All such work shall be conducted by experienced abatement personnel who are qualified as specified herein (section 1.3 of these specifications entitled, "Applicable Standards and Guidelines" described below).

**1.2 Description of work**

**1.2.1 County Work Hours and Work Crew Size**

- A. Because the work to be performed is in residential/business buildings, and to minimize interruption to building occupants, work should be done Monday to Thursday from 08:00 AM to 4:30 PM. With lunch and breaks in accordance with California Labor Code per the normal policy of the performance contractor.

**1.2.2 Time Allowed For Completion of Work**

Depending on the size of the project and with County's consent, the awarded contractor at a maximum shall have four to fifteen (15) contiguous days (weather permitting) to complete the scope of work described herein. Specific time permitted will be dependent upon extent of job. This shall be agreed upon between program manager and contractor. Contractor must start work within two (2) weeks after the notice of award.

**1.3 Applicable Standards and Guidelines (General Requirements)**

1.3.1 The contractor's abatement "supervisor", "project monitor" and "lead worker" shall be certified pursuant to 17 CCR Division 1, Chapter. 8, sec 35001 et. seq, "Accreditation, Certification, and Work Practices for Lead-based Paint and Lead Hazards".

1.3.2 All work under the contract shall be done in strict accordance with all applicable Federal, State, and Local regulations, standards, and codes governing lead abatement and any other trade work done in conjunction with the abatement. Work practices shall comply with 17 CCR Division 1, Chapter. 8, sec 35001 et. seq, 8 CCR 1532.1 and the latest edition of the U.S. Department of Housing and Urban Develop (HUD) Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing.

1.3.3 The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists the most stringent shall be utilized.

**1.4 Submittals and Notices**

1.4.1 CONTRACTOR shall:

1.4.1.1 Submittal of insurance and bonding:

Within Ten (10) working days of notice award, shall submit all bonding and liability insurance coverage as required in the County's General Conditions.

1.4.1.2 At the Pre-start Meeting:

1.4.1.2.1 Submit a written compliance program for lead abatement as specified in Title 8 of the California Code of Regulations (CCR) section 1532.1. Information in these specifications may be used as a basis for complying with these CAL/OSHA regulations.

1.4.1.2.2 Submit documentation satisfactory to the Project Manager that the Contractor's employees (including foremen, supervisors, any other company personnel or agents who may be exposed to airborne lead particulates or who may be responsible for any aspect of lead abatement activities) hold the appropriate "Lead-Related Construction Interim Certification" as issued by California Department of Public Health (CDPH) and described in with 17 CCR Division 1, Chapter. 8.

1.4.1.2.3 With the Building Owner / Project Manager, inspect the premises wherein all abatement and abatement related activities shall occur and submit a statement signed by both, agreeing on building and fixture condition prior to the commencement of work.

1.4.1.2.4 Submit documentation of compliance with 8 CCR 1532.1 (f) regarding respirator fit-testing for all Contractor employees and agents who must enter the work area.

1.4.1.3 During Abatement or HH Renovation Activities

1.4.1.3.1 Submit daily, copies of work site entry logbooks (see section 1.5.3) with information on worker and visitor access.

1.4.1.3.2 Post in the immediate vicinity of the abatement area:

a) A list containing the names, addresses, and telephone numbers of the Contractor, the Building Owner, the Project Manager, and any other personnel who may be required / authorized to enter the abatement area, or assist in the actual abatement itself.

b) Copies of Lead-abatement training certificates for all lead abatement workers and supervisor(s).

c) Emergency phone list as described under 1.6.4.

d) Post the CDPH Form 8551 pursuant to 17 CCR sec 36100 (c).

1.4.2 Project Manager Shall

1.4.2.1 Prior to Commencement of Work:

1.4.2.1.1 Notify any occupants of the impending abatement or HH renovation (if any).

1.4.2.1.2 Submit to the Contractor, all lead-related inspection reports concerning the work site.

1.4.2.2 During Abatement / HH Renovation

1.4.2.2.1 Conduct all necessary quality control monitoring of abatement activities.

**1.5 Site Security**

1.5.1 The abatement area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of Subcontractors, Owner's employees and representatives, State and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the immediate vicinity of the abatement area.

1.5.2 Entry into the abatement area by unauthorized individuals shall be reported immediately to the Project Manager by the Contractor.

1.5.3 A log book shall be maintained in the immediate vicinity of the abatement area. Anyone entering the abatement area must record name, affiliation, time in, and time out for each entry.

1.5.4 Access to and from - each abatement area shall be through designated egress(s). Entry or exit via any other route will be prohibited.

1.5.5 Contractor or his agents must have control of lead work area during abatement operations in order to protect work effort and equipment.

- 1.5.6 Contractor shall have Owner's and / or the Project Manager's assistance in notifying building occupants, if any, of impending activity and enforcement of restricted access by Owner's employees.

## **1.6 Emergency Planning**

- 1.6.1 Emergency planning and procedures shall be developed by the Contractor prior to the abatement date. This plan shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, and heat related injury where applicable. Written procedures shall be developed and a copy kept at the work site. Employee training in procedures shall be provided.
- 1.6.2 Emergency planning shall include written notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule, layout of work area. Notification shall include a description of any foreseen hazard that may affect / hamper response capabilities.
- 1.6.3 Employees shall be trained in evacuation procedures in the event of workplace emergencies.
  - 1.6.3.1 For non-life-threatening situations-employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the workplace to obtain proper medical treatment.
  - 1.6.3.2 For life-threatening injury or illness, worker recontamination shall take least priority. After measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.
- 1.6.4 Telephone numbers of all emergency response personnel, as well as the location of the nearest phone, shall be prominently posted in the lead work area.

## **1.7 Pre-Start Meeting**

- 1.7.1 The Contractor, his job site supervisor, project monitor and any on-site health and safety representative shall attend a pre-start job meeting to be scheduled by the Project Monitor. The purpose of this meeting shall be to clarify any ambiguities regarding the job and to coordinate abatement efforts between the Contractor, the Building Owner, and the Project Manager.
- 1.7.2 At this meeting the Contractor shall provide all Submittals as required in section 1.4. In addition, Contractor shall be prepared to provide detailed information concerning sequence of work and performance schedule.

## **1.8 Materials and Equipment**

### **1.8.1 Materials**

- 1.8.1.1 The Contractor shall provide all materials and equipment necessary to complete the abatement as described within these specifications.
- 1.8.1.2 Only new materials shall be used. Damaged, deteriorating, or contaminated materials shall not be used.
- 1.8.1.3 All materials shall be stored safely and in accordance with fire / hazardous materials regulations.



- 1.8.1.4 Adequate supplies of 6 mil thickness polyethylene sheeting, used to plasticize the abatement area, are to be kept on site.
- 1.8.1.5 Polyethylene sheeting may only be attached to stucco walls using adhesives, or adhesive tape, which shall not leave significant residues behind or otherwise damage the underlying surface.
- 1.8.1.6 Contractor shall provide and keep on site an adequate supply of 6 mil polyethylene waste disposal bags and waste disposal containers in which to place any presumed hazardous waste generated by the abatement. Contractor shall supply the necessary hazardous waste container labels.
- 1.8.1.7 An adequate supply of warning signs, as specified in 8 CCR 1532.1 (m), shall be kept on site.
- 1.8.1.8 An adequate supply of yellow "CAUTION" banner tape shall be kept on site to cordon off the abatement area.
- 1.8.1.9 An adequately sized, pre-fabricated enclosure, designed to function as a "change area," or an adequate supply of materials to construct such a facility, shall be delivered to the job site prior to the abatement in the event an adequate change area does not exist on site.

## **1.8.2 Equipment**

- 1.8.2.1 Respirators - Contractor shall provide respiratory protection devices for the abatement crew in compliance with 8 CCR 1532.1. Only respirators tested and approved by the National Institute of Occupational Safety and Health (NIOSH) may be used during the abatement. The least protective respirator acceptable for use on this project shall be half-face air purifying respirators with dual high-efficiency (HEPA) filters.
- 1.8.2.2 Full body disposable protective clothing, including head, body, and foot coverings consisting of material impenetrable by lead particulates (Tyvek or equivalent) shall be provided by Contractor to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.  
  
Alternatively, Contractor may provide the crew with cloth work clothing provided they are managed in accordance with 8 CCR 1532.1 (g).
- 1.8.2.3 Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided by Contractor to all workers and authorized visitors.
- 1.8.2.4 Non-skid footwear and disposable shoe covers shall be provided by Contractor to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

- 1.8.2.5 A sufficient supply of disposable mops, rags, and sponges for work area

decontamination shall be available.

- 1.8.2.6 Contractor shall provide hand wash facilities as described in Definition line item S.
- 1.8.2.7 A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrappers, wire, cutters, brushes, utility knives, wire saws, etc.) shall be provided by Contractor as needed.
- 1.8.2.8 Contractor shall provide "Hudson"-type, pump sprayers that can be used to wet down components or areas.
- 1.8.2.9 Contractor shall ensure that a sufficient supply of HEPA filtered vacuum systems be available during cleanup.
- 1.8.2.10 A sufficiently sized construction waste dumpster / bin, or waste hauling truck shall be provided by contractor to transport construction waste off site. Any construction waste not transported off-site at the end of the work day shall be stored in a locked dumpster / truck trailer until pickup.

### **1.8.3 Substitutions**

#### **1.8.3.1 Approval Required**

1.8.3.1.1 The Contract is based on the materials, equipment, and methods described in these Contract Documents.

1.8.3.1.2 The Project Manager shall consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Owner to evaluate the proposed substitution.

1.8.3.1.3 Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Project Manager.

#### **1.8.3.2 "Or equal"**

Where the phrase "or equal" or "or equal as approved by the Project Manager" occurs in the Contract Document, do not assume that materials, equipment or methods shall be approved by the Project Manager. The Project Manager must in fact approve of the substitution in advance of its use.

#### **1.8.3.3 Availability of specified items**

1.8.3.3.1 Contractor shall verify prior to bidding that all specified items will be available in time for the abatement.

1.8.3.3.2 In the event that specified items are not available, notify the Project Manager prior to receipt of bids.

1.8.3.3.3 Costs of delays because of non-availability of specified items, when such delays could have been avoided by the contractor, shall be back-charged as necessary and shall not be borne by the County of Riverside.

1.8.3.4 Alternative Procedures

1.8.3.4.1 Procedures described in this specification are to be utilized at all times.

1.8.3.4.2 If specified procedures cannot be utilized, a request must be made in writing to the Project Manager providing details of the problem encountered and recommended alternatives.

1.8.3.4.3 Alternative procedures shall provide equivalent or greater protection than procedures that they replace.

1.8.3.4.4 Any alternative procedure must be approved in writing by the Project Manager prior to implementation.

**1.9 Execution**

1.9.1 Commencement of work shall not occur until:

1.9.1.1 All pre-abatement submissions, notifications, postings, and permits have been provided and are satisfactory to the County Project Manager.

1.9.1.2 All equipment for abatement, clean-up, and disposal are on hand.

1.9.1.3 All workers training are completed.

1.9.1.4 Contractor receives written permission from Building Owner and Project Manager to commence abatement.

1.9.1.5 A pre-job start safety meeting has been held between the Project Manager and all members of the abatement personnel. This meeting shall include a discussion of the employer's safety program as well as assess worker comprehension of safe work practices.

**1.10 Personnel Protection Requirements**

1.10.1. Training

1.10.1.1 Prior to commencement of abatement activities, contractor shall ensure that all personnel who will be required to enter the work area, or handle containerized lead containing materials, shall have received adequate training.

1.10.1.2 Special on-site training on equipment and procedures unique to this job site shall be performed by the contractor as required.

1.10.1.3 Training in emergency response and evacuation procedures shall be provided by the contractor.

1.10.2 Respiratory Protection

1.10.2.1 All respiratory protection shall be provided to workers in accordance with 8 CCR. The Contractor is responsible for all Cal/OSHA compliance monitoring.

1.10.2.2 Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.

- 1.10.2.3 The use of the abatement techniques described within these specifications is expected to keep air-borne lead emissions below 50 micrograms per cubic meter of air (8 hr - TWA). Thus, for these environment employees are minimally required to wear NIOSH approved 1/2 face respirators with dual HEPA filter-cartridges. However, the Contractor is responsible for air monitoring and must provide additional protection if necessary.
  - 1.10.2.4 Fit testing
    - 1.10.2.4.1 Workers must perform positive and negative air pressure fit tests each time a respirator is put on, whenever the respirator design so permits. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
    - 1.10.2.4.2 Workers shall be given a qualitative fit test in accordance with procedures detailed in the Cal/OSHA requirements for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.
    - 1.10.2.4.3 Documentation of adequate respirator fit must be provided to the Project Manager.
  - 1.10.2.5 No one wearing a beard shall be permitted to don a respirator and enter the work area.
  - 1.10.2.6 A selection of 1/2 face respirators (several makes and sizes) shall be kept at the job site and be made available to authorized visitors. The Contractor and Project Manager shall ensure that all visitors follow appropriate safety protocol and are familiar with the use of respirators.
- 1.10.3 Protective Clothing
- 1.10.3.1 Disposable clothing including head, foot, and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors. Alternatively, launderable clothing shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.
  - 1.10.3.3 Hard hats, protective eye wear, gloves, rubber boots, and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.

## **1.11 Preparation**

### **1.11.1 Work Areas**

- 1.11.1.1 The Contractor shall provide sanitary hand wash and toilet facilities for abatement personnel outside of the abatement area and maintain them in a clean and sanitary condition throughout the project. The establishment of these areas shall be the first step taken in setting up the lead work area. These areas are to be maintained until completion of the abatement.

1.11.1.2 The worker change area shall be in place before abatement can begin. This area shall be maintained until completion of the abatement. Minimal requirements for this area are as follows:

- a) The change area can be as simple as several linked together opaque screens, or as sophisticated as the contractor wishes. The area must, however, be large enough to allow a sufficient number of workers to change in and out of their work clothing without undue delay.
- b) For the sake of privacy, the walls of the area must be opaque and high enough to shield the changing workers from view. Unless conditions on site warrant it, it does not need a roof.
- c) The interior of the area shall be divided into two equal sub-areas: a "clean" area, where un-contaminated street clothes can be stored, and; a "dirty" area where workers will don or doff potentially contaminated work clothing. Each sub-area shall have its own entry/exit point. Street clothed workers shall enter through the "clean" area side, change into work clothes, and exit through the "work clothes area" side.

The two areas need not be physically separated as long as all workers understand the difference between the two designated areas and act accordingly to prevent potential contamination of their street clothes.

- d) A hand wash facility shall be provided inside the change area so workers, having changed out of their work clothes, may wash their hands prior to handling their street clothes, eating, or smoking.

1.11.1.3 The abatement area shall be set up between COUNTY and CONTRACTOR in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 8 (Resident Protection and Worksite Preparation).

1.11.1.4 The abatement area shall be cordoned off with yellow "CAUTION" barrier tape, and all postings displayed as required by regulations.

## **1.12 Workplace Entry and Exit Procedures**

### **1.12.1 Personnel entry and exit**

1.12.1.1 All personnel, before entering the lead work area, shall read and be familiar with all posted regulations, personal protection requirements (including abatement area entry and exit procedures and acceptable hygiene practices) and emergency procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all on-site personnel.

1.12.1.2 All workers and authorized personnel, destined to enter the abatement area, shall enter the "clean" side of the change area, sign the abatement area entry log, change into appropriate work clothes, collect their respirators, and exit through the "dirty" side (respirators do not have to be donned at this time).

- 1.12.1.3 Workers shall then proceed to the designated ingress point of an abatement area where they shall put on respirators and clean shoe covers before actually entering the abatement area.
- 1.12.1.4 A worker who is ready to leave the abatement area shall first remove gross contamination from the outside of respirators and protective clothing by brushing and/or using wet wiping procedures. Then, he shall walk over to the designated egress, pause to remove shoe covers, place the shoe covers in a designated waste receptacle, and proceed on across.
- 1.12.1.5 Once outside the abatement area, the worker may remove his respirator and set it aside only if it is immediately placed in a clean, plastic storage bag, which has been labeled with the workers name. Any tools removed from the abatement area shall be wiped free of obvious contamination with a damp cloth.
- 1.12.1.6 The worker must proceed immediately to the nearest hand wash facility and wash his hands and face.
- 1.12.1.7 An abatement worker who is intending to eat / drink, smoke or leave the lead work area must first proceed to the work change area, enter through the "dirty" side, change out of and properly store his/her work clothes, wash his hands and face, before donning street clothes and exiting through the "clean" side of the change area. Deposit disposable (and launderable) clothing into appropriately labeled containers for disposal (or laundering). Waste water from the hand wash facility may be discharged onto the ground after first being filtered through a 5 um particle filter.
- 1.12.1.8 Each worker shall document his lead work area exit time in the change area log.
- 1.12.1.9 The Contractor shall perform occupational air sampling on the contractor's work crew. However, the Project Manager may conduct additional occupational air sampling. If so, the Contractor and his/her abatement personnel shall cooperate fully with the Project Manager's sampling plan.
- 1.12.1.10 These procedures shall be posted in the change area.

### **1.13 Hazard Control Procedures**

- 1.13.1 In general, all hazard control work shall be conducted in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 11 (Interim Controls), Chapter 12 (Abatement), and Chapter 13 (Encapsulation).

### **1.14 Clean-up Procedure**

- 1.14.1 Any free components remaining in the abatement area are to be removed to the disposal area.
- 1.14.2 Any wood / paint chips littering the plastic within the abatement area shall be picked up with a HEPA vacuum. Any debris within the HEPA vacuum must be managed as hazardous waste.
- 1.14.3 Any tools remaining within the abatement area are to be wiped free of obvious, gross contamination with a damp cloth.

- 1.14.4 Detailed cleaning work shall be conducted in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 14 (Cleaning).
- 1.14.5 The area shall then be inspected by the Project Manager and the building owner.
- 1.14.6 On the approval of the Project Manager, the lead abatement warning signs, and the banner tape, shall be removed and respiratory protection can be discontinued.
- 1.14.7 The plastic sheeting covering the ground may now be removed.
- 1.14.8 Any visible paint chips found under plastic sheeting, whether on soil or other surfaces are to be removed and managed as presumed hazardous waste.

### **1.15 Abatement Waste Disposal Procedures**

- 1.15.1 All waste, both hazardous and non-hazardous, is to be removed from the site by the end of the workday. If for some reason this is not possible, all debris shall be stored in locked containers.
- 1.15.2 Disposal must occur at an authorized site in accordance with regulatory requirements of Federal, State (Title 22) and Local guidelines and regulations (including the California State Department of Health Service, Toxic Substance Control Division).
- 1.15.3 Considerations for Hazardous Waste
  - 1.15.3.1 The contents of the HEPA vacuums used during the abatement (or HEPA vacuums with special power tools if used), Chemical stripper waste (if used), respirator HEPA filters and the damp rags used to wipe down the equipment / plastic sheeting are to be managed as presumptive hazardous waste.
  - 1.15.3.2 Intact painted building components, and other painted construction debris, shall be segregated separately and also managed as presumptive hazardous waste.
  - 1.15.3.3 For these two waste streams, the contractor shall do the following:
    - a) Obtain in advance of the abatement the site-specific EPA identification number used to manifest the waste.
    - b) Test the two wastes in accordance with California Department of Toxic Substance Control requirements (via Total Threshold Limit Concentration, California Waste Extraction Test, etc.). All analysis must be done by a State accredited hazardous waste laboratory.
    - c) Determine if the wastes are hazardous, California special wastes, or non-hazardous construction debris; and manage accordingly.
    - d) Hazardous waste must use a Uniform Hazardous Waste Manifest (EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.).
    - e) Arrange to have a registered hazardous waste transporter remove the waste to an approved treatment, storage, or disposal (TSD) facility. Transporter shall pick up

the waste at the end of the abatement. The Project Manager shall sign the manifest as generator.

**1.15.4 Considerations for Non-Hazardous Waste**

The remainder of the abatement waste including disposable work clothing, shoe covers, plastic sheeting, and non-painted construction debris are to be managed as non-hazardous construction waste. This debris is to be removed from the site at the end of the abatement. If for some reason the waste cannot be picked up until a later time, the contractor shall insure that it is stored in a locked container.

**1.15.5 Hand Wash Facility Waste Water**

The wastewater effluent produced by the hand wash facility may be discharged as non-hazardous waste if it is first passed through a 5 um particle filter and tested by the lead abatement contractor. Contractor shall be required to store all wastewater on the job site until acceptable levels are met prior to discharge. Contractor shall maintain laboratory results of discharge water and provide a copy to the County of Riverside.

**1.16 Clearance Sampling**

1.16.1 Following the completion of clean-up operations, the contractor shall notify the Project Manager that work areas are ready for clearance samples.

1.16.2 The Project Manager or appropriate designee shall then perform dust wipe samples or soil samples in the work area for lead.

1.16.3 Any areas failing the most current HUD / EPA / State DHS clearance dust requirements (40 ug/ft<sup>2</sup> floors; 250 ug/ ft<sup>2</sup> interior window sills; 400 ug/ ft<sup>2</sup> for window troughs) shall be re-cleaned at the Contractors expense until clearance is met.

**1.17 Re-establishment of the Area / Release of the Contractor / Payment**

1.17.1 The Contractor and Owner shall visually inspect the work area for any damage caused by abatement activity. The Contractor shall repair, or arrange to have repaired, such damage.

1.17.2 When all elements of this abatement specification and the contract's general conditions have been completed up to and including 1.17.1, the Contractor's role in the abatement is complete. The Project Manager or appropriate designee shall then instruct the County Purchasing Department to issue payment to Contractor.

**1.18 County Support Activities and Personnel**

**1.18.1 Monitoring**

1.18.1.1 The Project Manager or appropriate designee shall monitor Contractor's performance.

1.18.1.3 Project Manager or appropriate designee shall perform all environmental sampling (but is not responsible for occupational air sampling) as deemed necessary.

1.18.1.4 Project Manager or appropriate designee shall be authorized to issue a STOP WORK order whenever Contractor's work or protective measures are not in accord with published regulations or contractual restrictions.



**1.19 Prevailing Wage (for Healthy Homes projects) - Must provide documentation**

Pursuant to the California Labor Code, the governing board of the Owner has obtained from the director of the Department of Industrial Relations determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which shall be made available to any interested person upon request. The contractor shall comply with all applicable provisions of the California State Labor Code prevailing wages and Compliance of State of California Department of Industrial Relations division of Apprenticeship Standards Labor.

**EXHIBIT B  
PAYMENT PROVISIONS**

**LEAD ABATEMENT SERVICES:**

1. Hourly rate per Scope of Service and requirement in Exhibit A of this Agreement.	\$72.00 per Hour
2. Cost per square footage	\$5.50 per sq/ft
3. Cost for windows for following sizes:	
Small	\$ 500.00 each
Medium	\$ 600.00 each
Large	\$ 700.00 each
4. Cost for doors as follow:	
Interior door	\$ 250.00 each
Exterior door	\$ 650.00 each

**HEALTHY HOMES RENOVATION SERVICES:**

1. Hourly prevailing wage rate per Scope of Service and requirement in Exhibit A of this Agreement.	\$39.16 per Hour
2. Cost per square footage	\$10.00 per sq/ft

**Exhibit C**  
**Section 3 of the Housing and Urban Development**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1978, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particular persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract in excess of 5100,000 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future assisted contracts.

Contractor's Initial \_\_\_\_\_



**Exhibit C (cont.)**

**Section 3 of the Housing and Urban Development**

I, Clyde Thompson hereby certify that the business  
Print Name  
Entity known as Barrow Construction Co., Inc.  
Print Business Name

is not a Section 3 business. (Please complete the bottom section.)

is a Section 3 business because (check one of the following:)

51 percent or more is owned by Section 3 residents; or

30 percent of the permanent full-time employees are currently Section 3 residents or were Section 3 residents when first hired, if within the past three years (number of employees that are Section 3 residents);

or

3- The business commits in writing to subcontract over 25 percent of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of paragraphs 1 and 2 of this definition;

and

The business was formed in accordance with state law and is licensed under state, county, or municipal law to engage in the business activity for which it was formed.

Section 3 Resident is a person living in San Bernardino or Riverside County who is a Public Housing resident or who is low income.

Low-Income Persons mean families (including single persons) who income does not exceed 80 percent of the median income, as adjusted by HUD, for Riverside and San Bernardino Counties.

Print Name: Clyde Thompson Title: President

Signature: Clyde Thompson Date: 10/29/10

Address: 2250 Wild Canyon Dr.  
Cotton, CA 92321

Phone: (909) 825-7310

Email: barrowconstince@yahoo.com

Contractor's Initial CT

**Exhibit D**  
**Definitions**

- A. "Contractor" shall mean any employee, agent, or representative of the contract company used in conjunction with the performance of the contract.
- B. "MQs" shall mean minimum qualifications.
- C. "County" shall mean the County of Riverside and its Community Health Agency (CHA). For purposes of this Agreement, CHA and County are used interchangeably.
- D. "Abatement" shall mean any set of measures designed to reduce or eliminate lead hazards or lead-based paint from public and residential buildings.
- E. "Abatement Area" shall mean designated rooms, spaces, or areas of the project in which lead abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. Such an area is generally physically isolated or cordoned off from the rest of the work site with access being restricted to properly protected abatement personnel.
- F. "Air monitoring" – Also known as "compliance monitoring" or "air sampling" is the process of measuring the concentration of air-borne hazardous agents in order to determine occupational / environmental exposure. Air monitoring is the responsibility of the Contractor and must be performed by either a California Department of Health Services certified Lead-in-Construction Supervisor or Project Monitor as required by 8 CCR sec 1532, Construction Safety Orders, Lead.
- G. "ANSI" shall mean American National Standards Institute (1430 Broadway, New York, New York 10018)
- H. "Authorized visitor" shall mean the Building Owner (any designated representatives) and any representative of a regulatory or other agency having jurisdiction over the project.
- I. "Building owner" shall mean the Owner or his authorized representative (specifically, the Lead Project Monitor).
- J. "CAL/OSHA" shall mean California Division of Occupational Safety and Health (525 Golden Gate Avenue, P.O. Box 603 San Francisco, CA 94101).
- K. "CCR" shall mean California Code of Regulations. "8 CCR" refers specifically to Title 8 (*Industrial Relations*) of the code.
- L. "Change area" shall mean a private, lead-free designated area, apart and separate from the abatement area where:
  - a) Workers can change in and out of work clothing.
  - b) Workers can store their street clothes in designated areas apart from work clothes in order to prevent cross contamination.

- M. "Discard" shall mean to remove and dispose of work site / abatement-related waste material in accordance with U.S. Environmental Protection Agency, California Environmental Protection Agency, and local regulations.
- N. "Door system" Consist of door jambs, casings, hinges and door.
- O. "Hand washing facility" shall mean a specifically designated area, separate and apart from the abatement area, where flowing potable water, soap and toweling are made available for the washing of the face and hands pursuant to 8 CCR, section 1532.1 (i)(A)(5), and 1527 (waste effluent is to be filtered through a 5 micron particulate filter prior to discharge).
- P. "HEPA filter" shall mean a high efficiency particulate air filter capable of removing particles, 0.3 microns in diameter with 99.97% efficiency.
- Q. "HEPA vacuum" shall mean a vacuum system equipped with HEPA filtration.
- R. "HH" shall mean Healthy Homes
- S. "Lead" is defined as metallic lead, all inorganic lead compounds, and organic lead soaps. Excluded from this definition are all other compounds.
- T. "Lead project manager" shall mean an individual qualified by virtue of experience, education, and certification designated as the Owner's representative and responsible for overseeing the lead abatement project.
- U. "Lead work area" shall mean the area encompassing and including the abatement area where the abatement contractor is reasonably expected to position equipment and personnel as well as conduct other activities associated with the abatement.
- V. "Monitoring" may include the following activities performed by the Owner or Project Manager:
- a. Visual inspection to ensure compliance with all requirements of the work specifications, including: pre-start evaluation of the work site setup; evaluation of worker technique during abatement; conducting the final evaluation of the work site to ensure the scope of work has been completed as agreed.
  - b. Although compliance with the requirements of Cal/OSHA (including occupational air monitoring for lead exposure) is generally the responsibility of the contractor, additional air monitoring may be performed by the Project Manager.
  - c. Clearance wipes sampling of surfaces and/or bulk testing of soil to test for residual lead contamination.
- W. "Non-destructive removal" shall mean the intact excision of lead containing architectural components using techniques that do not damage the leaded materials. The purpose of non-destructive removal is to remove leaded building materials without releasing significant quantities of lead-bearing dust / debris.
- X. "NIOSH" shall mean the National Institute for Occupational Safety and Health (CDC - NIOSH, Building J N.E. Room 3007 Atlanta, GA 30333)

- Y. "Paint film stabilization" shall mean the stabilization of all deteriorated lead-based paint surfaces by removing deteriorating paint (only by using methods approved by HUD and Cal-OSHA), preparing the treated and adjacent areas, by feathering, filling or wet sanding, and repainting, to produce a smooth, paint ready finish.
- Z. "Paint ready" is defined as the treatment of a building component to yield a surface that is smooth, blended with the surrounding contiguous, untreated painted areas, primed and would be considered "professional" in quality by a skilled, experienced painting contractor/professional. All primers must be compatible with both base and top coats of paint. Surface must be ready and able to accept a top coat(s) of finish paint.
- AA. "Plasticize" shall mean to cover, or wrap, specified floors, walls, and furnishings with plastic sheeting.
- BB. "Prior experience" shall mean experience required of the contractor on lead-based paint projects of similar nature and scope to insure capability of performing the lead abatement in a satisfactory manner. Similarities shall be in areas related to material composition, project size, abatement methods required, number of employees and the engineering, work practice and personal protection controls required.
- CC. "Project Manager" shall mean County's Lead Project Manager or Healthy Homes Project Manager. (The Project Manager is Riverside County Public Health Department (951) 358-5096).
- DD. "Regulations" shall include but not be limited to:
- a. 29 CFR Part 1926.62 Lead (OSHA Lead Standard for Construction work).
  - b. California Code of Regulations Title 8 (8 CCR), Industrial Relations Division 1, Department of Industrial Relations Chapter 4, Division of Industrial Safety Subchapter 4, Construction Safety Orders.
  - c. 8 CCR, sec. 1532.1 regulating exposure to lead in the construction industry.
  - d. 22 CCR, Chapter 10, Hazardous Waste Management Systems.
  - e. 17 CCR sec 35001 et seq, Accreditation, Certification and Work Practices for Lead-based Paint and Lead Hazards.
  - f. EPA's 40 CFR part 745 sections 402 – Lead Renovation, Remodeling, Painting (RRP) rules. Must have an EPA RRP certification as of April 22, 2010 and must follow any applicable Cal-OSHA regulations. Requires use of containment for anyone disturbing lead-based paint or presumed lead-based paint. Failure to comply subject to nuisance standard set forth in Civil Code and Health and Safety Code (\$1,000 per violation). Containment requirement applicable for activities conducted on any building or structure (not limited to public and residential buildings)
- EE. "Removal" shall mean the stripping of any lead containing paint from surfaces or components of a building. Only methods cited in DD "Regulations" may be used to remove lead paint.

- FF. "Wet cleaning" shall mean the process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other utensils that have been dampened with amended water.
- HH. "Window system" consists of casing, trim, aprons, sills, sash balance, glazing, jamb, and windowpane.
- II. "Work area" shall mean the designated rooms, spaces or areas of the project in which lead abatement actions are to be or which may be become contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed, plasticized. A non-contained work area is an isolated controlled-access work area which has not been plasticized nor equipped with a decontamination enclosure system. Work Area is synonymous with "Regulated Area" as defined in 8 CCR sec 1532.1 (i)(6).



**PROFESSIONAL SERVICE AGREEMENT**

for

**LEAD ABATEMENT AND HEALTHY HOMES RENOVATION SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**VIZION'S WEST, INC.**



**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement.....	5
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products.....	6
7. Conduct of Contractor.....	6
8. Inspection of Service: Quality Control/Assurance.....	6
9. Independent Contractor.....	7
10. Subcontract for Work or Services.....	7
11. Disputes.....	8
12. Licensing and Permits.....	8
13. Use by Other Political Entities.....	8
14. Non-discrimination.....	8
15. Records and Documents.....	9
16. Confidentiality.....	9
17. Administration/Contract Liaison.....	10
18. Notices.....	10
19. Force Majeure.....	10
20. EDD Reporting Requirements.....	10
21. Hold Harmless/Indemnification.....	11
22. Insurance.....	12
23. General.....	14
Exhibit A - Scope of Service.....	16
Exhibit B - Payment Provisions.....	29
Exhibit C – Section 3 of Housing and Urban Development.....	30
Exhibit D – Definitions.....	32

This Agreement, made and entered into this 9th day of November, 2010, by and between Vizion's West, Inc. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of fourteen (14) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through November 8, 2011, with the option to renew for two (2) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred eighty thousand dollars (\$280,000.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas (Lead Abatement and Healthy Homes Renovation Services) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Community Health Agency  
P.O. Box 7849  
Riverside, CA 92513

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC-91047-004-12/11); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products

provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. **Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. **Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex



in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Purchasing and Fleet Services  
Attn: Rick Hai  
2980 Washington Street  
Riverside, CA 92504

**CONTRACTOR**

Vizion's West, Inc.  
Attn: Lloyd R. Earleywine  
33415 Milan Road  
Winchester, CA 92596

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

**21.2** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.3** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**21.4** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

**21.5** CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to

obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**22.2 Workers' Compensation:** If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

**22.3 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**22.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**22.5 General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**COUNTY:**

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

Print Name: Marion Ashley

Title: Chairman, Board of Supervisor

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

**CONTRACTOR:**

Signature: Lloyd R. Earleywine

Print Name: Lloyd R. Earleywine

Title: Chief Executive Officer

Dated: 10/28/10

**EXHIBIT A  
SCOPE OF SERVICE**

**1.1 Scope of Work Summary**

1.1.1 CONTRACTOR shall provide abatement and control of lead-paint hazards of all building components that required lead abatement, including job site setup, work procedures, and finished product.

1.1.2 CONTRACTORs Work Requirements:

1.1.2.1. Mobilization and prep work. This includes site prep of visquine sealing of the affected rooms in accordance with EPA and OSHA standards. Inspectors shall have to perform frequent site visits to insure compliance with OSHA standards for personnel.

1.1.2.2. Removal of contaminated materials. Scrape off lead embedded paint down to the substrate, proper gathering, and containment of debris and perform repair/replacement work to damaged areas.

1.1.2.3. Application of new, people safe paint in workmanlike manner.

1.1.2.4. Clean up, disposal of materials in accordance with EPA and OSHA standards, touch up and demobilization.

1.1.2.5 Bidders must be able to provide worker certifications for lead abatement training (per Toxic Substance Control Act (TSCA) section 402, 403, 404, 405, and 406), insurance coverage for the duration period of the award contract, and State Contractors license.

1.1.2.6 Site setup and cleanup

Work site setup and final subsequent cleanup of the work area are to be in accordance with the standards specified in this document.

1.1.2.7 Disposal of waste products

The classification, testing, and disposal of waste is required and discussed, in detail, in the remainder of the specifications.

1.1.2.8 Unless otherwise specified herein, building components removed as part of Abatement shall be replaced.

1.1.2.9 All such work shall be conducted by experienced abatement personnel who are qualified as specified herein (section 1.3 of these specifications entitled, "Applicable Standards and Guidelines" described below).

**1.2 Description of work**

**1.2.1 County Work Hours**

Because the work to be performed is in residential/business buildings, and to minimize interruption to building occupants, work should be done Monday to Thursday from 08:00 AM to 4:30 PM. With lunch and breaks in accordance with California Labor Code per the normal policy of the performance contractor.



**1.2.2 Time Allowed For Completion of Work**

Depending on the size of the project and with County's consent, the awarded contractor at a maximum shall have four to fifteen (15) contiguous days (weather permitting) to complete the scope of work described herein. Specific time permitted will be dependent upon extent of job. This shall be agreed upon between program manager and contractor. Contractor must start work within two (2) weeks after the notice of award.

**1.3 Applicable Standards and Guidelines (General Requirements)**

1.3.1 The contractor's abatement "supervisor", "project monitor" and "lead worker" shall be certified pursuant to 17 CCR Division 1, Chapter. 8, sec 35001 et. seq, "Accreditation, Certification, and Work Practices for Lead-based Paint and Lead Hazards".

1.3.2 All work under the contract shall be done in strict accordance with all applicable Federal, State, and Local regulations, standards, and codes governing lead abatement and any other trade work done in conjunction with the abatement. Work practices shall comply with 17 CCR Division 1, Chapter. 8, sec 35001 et. seq, 8 CCR 1532.1 and the latest edition of the U.S. Department of Housing and Urban Develop (HUD) Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing.

1.3.3 The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists the most stringent shall be utilized.

**1.4 Submittals and Notices**

1.4.1 CONTRACTOR shall:

1.4.1.1 Submittal of insurance and bonding:

Within Ten (10) working days of notice award, shall submit all bonding and liability insurance coverage as required in the County's General Conditions.

1.4.1.2 At the Pre-start Meeting:

1.4.1.2.1 Submit a written compliance program for lead abatement as specified in Title 8 of the California Code of Regulations (CCR) section 1532.1. Information in these specifications may be used as a basis for complying with these CAL/OSHA regulations.

1.4.1.2.2 Submit documentation satisfactory to the Project Manager that the Contractor's employees (including foremen, supervisors, any other company personnel or agents who may be exposed to airborne lead particulates or who may be responsible for any aspect of lead abatement activities) hold the appropriate "Lead-Related Construction Interim Certification" as issued by California Department of Public Health (CDPH) and described in with 17 CCR Division 1, Chapter. 8.

1.4.1.2.3 With the Building Owner / Project Manager, inspect the premises wherein all abatement and abatement related activities shall occur and submit a statement signed by both, agreeing on building and fixture condition prior to the commencement of work.

1.4.1.2.4 Submit documentation of compliance with 8 CCR 1532.1 (f) regarding respirator fit-testing for all Contractor employees and agents who must enter the work area.

1.4.1.3 During Abatement or HH Renovation Activities

1.4.1.3.1 Submit daily, copies of work site entry logbooks (see section 1.5.3) with information on worker and visitor access.

1.4.1.3.2 Post in the immediate vicinity of the abatement area:

a) A list containing the names, addresses, and telephone numbers of the Contractor, the Building Owner, the Project Manager, and any other personnel who may be required / authorized to enter the abatement area, or assist in the actual abatement itself.

b) Copies of Lead-abatement training certificates for all lead abatement workers and supervisor(s).

c) Emergency phone list as described under 1.6.4.

d) Post the CDPH Form 8551 pursuant to 17 CCR sec 36100 (c).

1.4.2 Project Manager Shall

1.4.2.1 Prior to Commencement of Work:

1.4.2.1.1 Notify any occupants of the impending abatement or HH renovation (if any).

1.4.2.1.2 Submit to the Contractor, all lead-related inspection reports concerning the work site.

1.4.2.2 During Abatement / HH Renovation

1.4.2.2.1 Conduct all necessary quality control monitoring of abatement activities.

**1.5 Site Security**

1.5.1 The abatement area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of Subcontractors, Owner's employees and representatives, State and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the immediate vicinity of the abatement area.

1.5.2 Entry into the abatement area by unauthorized individuals shall be reported immediately to the Project Manager by the Contractor.

1.5.3 A log book shall be maintained in the immediate vicinity of the abatement area. Anyone entering the abatement area must record name, affiliation, time in, and time out for each entry.

1.5.4 Access to and from - each abatement area shall be through designated egress(s). Entry or exit via any other route will be prohibited.

- 1.5.5 Contractor or his agents must have control of lead work area during abatement operations in order to protect work effort and equipment.
- 1.5.6 Contractor shall have Owner's and / or the Project Manager's assistance in notifying building occupants, if any, of impending activity and enforcement of restricted access by Owner's employees.

**1.6 Emergency Planning**

- 1.6.1 Emergency planning and procedures shall be developed by the Contractor prior to the abatement date. This plan shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, and heat related injury where applicable. Written procedures shall be developed and a copy kept at the work site. Employee training in procedures shall be provided.
- 1.6.2 Emergency planning shall include written notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule, layout of work area. Notification shall include a description of any foreseen hazard that may affect / hamper response capabilities.

1.5.5 Contractor or his agents must have control of lead work area during abatement operations in order to protect work effort and equipment.

1.5.6 Contractor shall have Owner's and / or the Project Manager's assistance in notifying building occupants, if any, of impending activity and enforcement of restricted access by Owner's employees.

## **1.6 Emergency Planning**

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1.6.2 Emergency planning shall include written notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule, layout of work area. Notification shall include a description of any foreseen hazard that may affect / hamper response capabilities.

1.6.3 Employees shall be trained in evacuation procedures in the event of workplace emergencies.

1.6.3.1 For non-life-threatening situations-employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the workplace to obtain proper medical treatment.

1.6.3.2 For life-threatening injury or illness, worker recontamination shall take least priority. After measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.

1.6.4 Telephone numbers of all emergency response personnel, as well as the location of the nearest phone, shall be prominently posted in the lead work area.

## **1.7 Pre-Start Meeting**

1.7.1 The Contractor, his job site supervisor, project monitor and any on-site health and safety representative shall attend a pre-start job meeting to be scheduled by the Project Monitor. The purpose of this meeting shall be to clarify any ambiguities regarding the job and to coordinate abatement efforts between the Contractor, the Building Owner, and the Project Manager.

1.7.2 At this meeting the Contractor shall provide all Submittals as required in section 1.4. In addition, Contractor shall be prepared to provide detailed information concerning sequence of work and performance schedule.

## **1.8 Materials and Equipment**

### **1.8.1 Materials**

1.8.1.1 The Contractor shall provide all materials and equipment necessary to complete the abatement as described within these specifications.

1.8.1.2 Only new materials shall be used. Damaged, deteriorating, or contaminated materials shall not be used.

- 1.8.1.3 All materials shall be stored safely and in accordance with fire / hazardous materials regulations.
- 1.8.1.4 Adequate supplies of 6 mil thickness polyethylene sheeting, used to plasticize the abatement area, are to be kept on site.
- 1.8.1.5 Polyethylene sheeting may only be attached to stucco walls using adhesives, or adhesive tape, which shall not leave significant residues behind or otherwise damage the underlying surface.
- 1.8.1.6 Contractor shall provide and keep on site an adequate supply of 6 mil polyethylene waste disposal bags and waste disposal containers in which to place any presumed hazardous waste generated by the abatement. Contractor shall supply the necessary hazardous waste container labels.
- 1.8.1.7 An adequate supply of warning signs, as specified in 8 CCR 1532.1 (m), shall be kept on site.
- 1.8.1.8 An adequate supply of yellow "CAUTION" banner tape shall be kept on site to cordon off the abatement area.
- 1.8.1.9 An adequately sized, pre-fabricated enclosure, designed to function as a "change area," or an adequate supply of materials to construct such a facility, shall be delivered to the job site prior to the abatement in the event an adequate change area does not exist on site.

## **1.8.2 Equipment**

- 1.8.2.1 Respirators - Contractor shall provide respiratory protection devices for the abatement crew in compliance with 8 CCR 1532.1. Only respirators tested and approved by the National Institute of Occupational Safety and Health (NIOSH) may be used during the abatement. The least protective respirator acceptable for use on this project shall be half-face air purifying respirators with dual high-efficiency (HEPA) filters.
- 1.8.2.2 Full body disposable protective clothing, including head, body, and foot coverings consisting of material impenetrable by lead particulates (Tyvek or equivalent) shall be provided by Contractor to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.  
  
Alternatively, Contractor may provide the crew with cloth work clothing provided they are managed in accordance with 8 CCR 1532.1 (g).
- 1.8.2.3 Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided by Contractor to all workers and authorized visitors.

- 1.8.2.4 Non-skid footwear and disposable shoe covers shall be provided by Contractor to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
- 1.8.2.5 A sufficient supply of disposable mops, rags, and sponges for work area decontamination shall be available.
- 1.8.2.6 Contractor shall provide hand wash facilities as described in Definition line item S.
- 1.8.2.7 A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrappers, wire cutters, brushes, utility knives, wire saws, etc.) shall be provided by Contractor as needed.
- 1.8.2.8 Contractor shall provide "Hudson"-type, pump sprayers that can be used to wet down components or areas.
- 1.8.2.9 Contractor shall ensure that a sufficient supply of HEPA filtered vacuum systems be available during cleanup.
- 1.8.2.10 A sufficiently sized construction waste dumpster / bin, or waste hauling truck shall be provided by contractor to transport construction waste off site. Any construction waste not transported off-site at the end of the work day shall be stored in a locked dumpster / truck trailer until pickup.

### **1.8.3 Substitutions**

#### **1.8.3.1 Approval Required**

1.8.3.1.1 The Contract is based on the materials, equipment, and methods described in these Contract Documents.

1.8.3.1.2 The Project Manager shall consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Owner to evaluate the proposed substitution.

1.8.3.1.3 Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Project Manager.

#### **1.8.3.2 "Or equal"**

1.8.3.2.1 Where the phrase "or equal" or "or equal as approved by the Project Manager" occurs in the Contract Document, do not assume that materials, equipment or methods shall be approved by the Project Manager. The Project Manager must in fact approve of the substitution in advance of its use.

#### **1.8.3.3 Availability of specified items**

1.8.3.3.1 Contractor shall verify prior to bidding that all specified items will be available in time for the abatement.

1.8.3.3.2 In the event that specified items are not available, notify the Project Manager prior to receipt of bids.

1.8.3.3.3 Costs of delays because of non-availability of specified items, when such delays could have been avoided by the contractor, shall be back-charged as necessary and shall not be borne by the County of Riverside.

**1.8.3.4 Alternative Procedures**

1.8.3.4.1 Procedures described in this specification are to be utilized at all times.

1.8.3.4.2 If specified procedures cannot be utilized, a request must be made in writing to the Project Manager providing details of the problem encountered and recommended alternatives.

1.8.3.4.3 Alternative procedures shall provide equivalent or greater protection than procedures that they replace.

1.8.3.4.4 Any alternative procedure must be approved in writing by the Project Manager prior to implementation.

**1.9 Execution**

1.9.1 Commencement of work shall not occur until:

1.9.1.1 All pre-abatement submissions, notifications, postings, and permits have been provided and are satisfactory to the County Project Manager.

1.9.1.2 All equipment for abatement, clean-up, and disposal are on hand.

1.9.1.3 All workers training are completed.

1.9.1.4 Contractor receives written permission from Building Owner and Project Manager to commence abatement.

1.9.1.5 A pre-job start safety meeting has been held between the Project Manager and all members of the abatement personnel. This meeting shall include a discussion of the employer's safety program as well as assess worker comprehension of safe work practices.

**1.10 Personnel Protection Requirements**

1.10.1. Training

1.10.1.1 Prior to commencement of abatement activities, contractor shall ensure that all personnel who will be required to enter the work area, or handle containerized lead containing materials, shall have received adequate training.

1.10.1.2 Special on-site training on equipment and procedures unique to this job site shall be performed by the contractor as required.

1.10.1.3 Training in emergency response and evacuation procedures shall be provided by the contractor.

1.10.2 Respiratory Protection

- 1.10.2.1 All respiratory protection shall be provided to workers in accordance with 8 CCR. The Contractor is responsible for all Cal/OSHA compliance monitoring.
- 1.10.2.2 Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.
- 1.10.2.3 The use of the abatement techniques described within these specifications is expected to keep air-borne lead emissions below 50 micrograms per cubic meter of air (8 hr -TWA). Thus, for these environment employees are minimally required to wear NIOSH approved 1/2 face respirators with dual HEPA filter-cartridges. However, the Contractor is responsible for air monitoring and must provide additional protection if necessary.
- 1.10.2.4 Fit testing
  - 1.10.2.4.1 Workers must perform positive and negative air pressure fit tests each time a respirator is put on, whenever the respirator design so permits. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
  - 1.10.2.4.2 Workers shall be given a qualitative fit test in accordance with procedures detailed in the Cal/OSHA requirements for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.
  - 1.10.2.4.3 Documentation of adequate respirator fit must be provided to the Project Manager.
- 1.10.2.5 No one wearing a beard shall be permitted to don a respirator and enter the work area.
- 1.10.2.6 A selection of 1/2 face respirators (several makes and sizes) shall be kept at the job site and be made available to authorized visitors. The Contractor and Project Manager shall ensure that all visitors follow appropriate safety protocol and are familiar with the use of respirators.

1.10.3 Protective Clothing

- 1.10.3.1 Disposable clothing including head, foot, and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors. Alternatively, launderable clothing shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.
- 1.10.3.3 Hard hats, protective eye wear, gloves, rubber boots, and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.



## 1.11 Preparation

### 1.11.1 Work Areas

1.11.1.1 The Contractor shall provide sanitary hand wash and toilet facilities for abatement personnel outside of the abatement area and maintain them in a clean and sanitary condition throughout the project. The establishment of these areas shall be the first step taken in setting up the lead work area. These areas are to be maintained until completion of the abatement.

1.11.1.2 The worker change area shall be in place before abatement can begin. This area shall be maintained until completion of the abatement. Minimal requirements for this area are as follows:

- a) The change area can be as simple as several linked together opaque screens, or as sophisticated as the contractor wishes. The area must, however, be large enough to allow a sufficient number of workers to change in and out of their work clothing without undue delay.
- b) For the sake of privacy, the walls of the area must be opaque and high enough to shield the changing workers from view. Unless conditions on site warrant it, it does not need a roof.
- c) The interior of the area shall be divided into two equal sub-areas: a "clean" area, where un-contaminated street clothes can be stored, and; a "dirty" area where workers will don or doff potentially contaminated work clothing. Each sub-area shall have its own entry/exit point. Street clothed workers shall enter through the "clean" area side, change into work clothes, and exit through the "work clothes area" side.

The two areas need not be physically separated as long as all workers understand the difference between the two designated areas and act accordingly to prevent potential contamination of their street clothes.

- d) A hand wash facility shall be provided inside the change area so workers, having changed out of their work clothes, may wash their hands prior to handling their street clothes, eating, or smoking.

1.11.1.3 The abatement area shall be set up between COUNTY and CONTRACTOR in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 8 (Resident Protection and Worksite Preparation).

1.11.1.4 The abatement area shall be cordoned off with yellow "CAUTION" barrier tape, and all postings displayed as required by regulations.

## 1.12 Workplace Entry and Exit Procedures

### 1.12.1 Personnel entry and exit

1.12.1.1 All personnel, before entering the lead work area, shall read and be familiar with all posted regulations, personal protection requirements (including abatement area entry and exit procedures and acceptable hygiene practices) and emergency

procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all on-site personnel.

- 1.12.1.2 All workers and authorized personnel, destined to enter the abatement area, shall enter the "clean" side of the change area, sign the abatement area entry log, change into appropriate work clothes, collect their respirators, and exit through the "dirty" side (respirators do not have to be donned at this time).
- 1.12.1.3 Workers shall then proceed to the designated ingress point of an abatement area where they shall put on respirators and clean shoe covers before actually entering the abatement area.
- 1.12.1.4 A worker who is ready to leave the abatement area shall first remove gross contamination from the outside of respirators and protective clothing by brushing and/or using wet wiping procedures. Then, he shall walk over to the designated egress, pause to remove shoe covers, place the shoe covers in a designated waste receptacle, and proceed on across.
- 1.12.1.5 Once outside the abatement area, the worker may remove his respirator and set it aside only if it is immediately placed in a clean, plastic storage bag, which has been labeled with the workers name. Any tools removed from the abatement area shall be wiped free of obvious contamination with a damp cloth.
- 1.12.1.6 The worker must proceed immediately to the nearest hand wash facility and wash his hands and face.
- 1.12.1.7 An abatement worker who is intending to eat / drink, smoke or leave the lead work area must first proceed to the work change area, enter through the "dirty" side, change out of and properly store his/her work clothes, wash his hands and face, before donning street clothes and exiting through the "clean" side of the change area. Deposit disposable (and launderable) clothing into appropriately labeled containers for disposal (or laundering). Waste water from the hand wash facility may be discharged onto the ground after first being filtered through a 5 um particle filter.
- 1.12.1.8 Each worker shall document his lead work area exit time in the change area log.
- 1.12.1.9 The Contractor shall perform occupational air sampling on the contractor's work crew. However, the Project Manager may conduct additional occupational air sampling. If so, the Contractor and his/her abatement personnel shall cooperate fully with the Project Manager's sampling plan.
- 1.12.1.10 These procedures shall be posted in the change area.

### **1.13 Hazard Control Procedures**

- 1.13.1 In general, all hazard control work shall be conducted in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 11 (Interim Controls), Chapter 12 (Abatement), and Chapter 13 (Encapsulation).

**1.14 Clean-up Procedure**

- 1.14.1 Any free components remaining in the abatement area are to be removed to the disposal area.
- 1.14.2 Any wood / paint chips littering the plastic within the abatement area shall be picked up with a HEPA vacuum. Any debris within the HEPA vacuum must be managed as hazardous waste.
- 1.14.3 Any tools remaining within the abatement area are to be wiped free of obvious, gross contamination with a damp cloth.
- 1.14.4 Detailed cleaning work shall be conducted in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 14 (Cleaning).
- 1.14.5 The area shall then be inspected by the Project Manager and the building owner.
- 1.14.6 On the approval of the Project Manager, the lead abatement warning signs, and the banner tape, shall be removed and respiratory protection can be discontinued.
- 1.14.7 The plastic sheeting covering the ground may now be removed.
- 1.14.8 Any visible paint chips found under plastic sheeting, whether on soil or other surfaces are to be removed and managed as presumed hazardous waste.

**1.15 Abatement Waste Disposal Procedures**

- 1.15.1 All waste, both hazardous and non-hazardous, is to be removed from the site by the end of the workday. If for some reason this is not possible, all debris shall be stored in locked containers.
- 1.15.2 Disposal must occur at an authorized site in accordance with regulatory requirements of Federal, State (Title 22) and Local guidelines and regulations (including the California State Department of Health Service, Toxic Substance Control Division).
- 1.15.3 Considerations for Hazardous Waste
  - 1.15.3.1 The contents of the HEPA vacuums used during the abatement (or HEPA vacuums with special power tools if used), Chemical stripper waste (if used), respirator HEPA filters and the damp rags used to wipe down the equipment / plastic sheeting are to be managed as presumptive hazardous waste.
  - 1.15.3.2 Intact painted building components, and other painted construction debris, shall be segregated separately and also managed as presumptive hazardous waste.
  - 1.15.3.3 For these two waste streams, the contractor shall do the following:
    - a) Obtain in advance of the abatement the site-specific EPA identification number used to manifest the waste.
    - b) Test the two wastes in accordance with California Department of Toxic Substance Control requirements (via Total Threshold Limit Concentration,

California Waste Extraction Test, etc.). All analysis must be done by a State accredited hazardous waste laboratory.

- c) Determine if the wastes are hazardous, California special wastes, or non-hazardous construction debris; and manage accordingly.
- d) Hazardous waste must use a Uniform Hazardous Waste Manifest (EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.).
- e) Arrange to have a registered hazardous waste transporter remove the waste to an approved treatment, storage, or disposal (TSD) facility. Transporter shall pick up the waste at the end of the abatement. The Project Manager shall sign the manifest as generator.

**1.15.4 Considerations for Non-Hazardous Waste**

The remainder of the abatement waste including disposable work clothing, shoe covers, plastic sheeting, and non-painted construction debris are to be managed as non-hazardous construction waste. This debris is to be removed from the site at the end of the abatement. If for some reason the waste cannot be picked up until a later time, the contractor shall insure that it is stored in a locked container.

**1.15.5 Hand Wash Facility Waste Water**

The wastewater effluent produced by the hand wash facility may be discharged as non-hazardous waste if it is first passed through a 5 um particle filter and tested by the lead abatement contractor. Contractor shall be required to store all wastewater on the job site until acceptable levels are met prior to discharge. Contractor shall maintain laboratory results of discharge water and provide a copy to the County of Riverside.

**1.16 Clearance Sampling**

- 1.16.1 Following the completion of clean-up operations, the contractor shall notify the Project Manager that work areas are ready for clearance samples.
- 1.16.2 The Project Manager or appropriate designee shall then perform dust wipe samples or soil samples in the work area for lead.
- 1.16.3 Any areas failing the most current HUD / EPA / State DHS clearance dust requirements (40 ug/ft<sup>2</sup> floors; 250 ug/ ft<sup>2</sup> interior window sills; 400 ug/ ft<sup>2</sup> for window troughs) shall be re-cleaned at the Contractors expense until clearance is met.

**1.17 Re-establishment of the Area / Release of the Contractor / Payment**

- 1.17.1 The Contractor and Owner shall visually inspect the work area for any damage caused by abatement activity. The Contractor shall repair, or arrange to have repaired, such damage.
- 1.17.2 When all elements of this abatement specification and the contract's general conditions have been completed up to and including 1.17.1, the Contractor's role in the abatement is complete. The Project Manager or appropriate designee shall then instruct the County Purchasing Department to issue payment to Contractor.

**1.18 County Support Activities and Personnel**

**1.18.1 Monitoring**

1.18.1.1 The Project Manager or appropriate designee shall monitor Contractor's performance.

1.18.1.3 Project Manager or appropriate designee shall perform all environmental sampling (but is not responsible for occupational air sampling) as deemed necessary.

1.18.1.4 Project Manager or appropriate designee shall be authorized to issue a STOP WORK order whenever Contractor's work or protective measures are not in accord with published regulations or contractual restrictions.

**1.19 Prevailing Wage (for Healthy Homes projects) - Must provide documentation**

Pursuant to the California Labor Code, the governing board of the Owner has obtained from the director of the Department of Industrial Relations determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which shall be made available to any interested person upon request. The contractor shall comply with all applicable provisions of the California State Labor Code prevailing wages and Compliance of State of California Department of Industrial Relations division of Apprenticeship Standards Labor.

**EXHIBIT B  
PAYMENT PROVISIONS**

**LEAD ABATEMENT SERVICES:**

1. Hourly rate per Scope of Service and requirement in Exhibit A of this Agreement.	\$35.69 per Hour
2. Cost per square footage	\$2.99 per sq/ft
3. Cost for windows for following sizes:	
Small	\$ 495.00 each
Medium	\$ 510.00 each
Large	\$ 650.00 each
4. Cost for doors as follow:	
Interior door	\$ 190.00 each
Exterior door	\$ 490.00 each

**HEALTHY HOMES RENOVATION SERVICES:**

1. Hourly prevailing wage rate per Scope of Service and requirement in Exhibit A of this Agreement.	\$69.77 per Hour
2. Cost per square footage	\$8.15 per sq/ft

**Exhibit C**  
**Section 3 of the Housing and Urban Development**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1978, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particular persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract in excess of 5100,000 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future assisted contracts.

Contractor's Initial LR

**Exhibit C (cont.)**  
**Section 3 of the Housing and Urban Development**

I, Lloyd R. Earleywine hereby certify that the business  
Print Name  
Entity known as Vizion's West, Inc.  
Print Business Name

       is not a Section 3 business. (Please complete the bottom section.)

  X   is a Section 3 business because (check one of the following:)

       51 percent or more is owned by Section 3 residents; or

  X   30 percent of the permanent full-time employees are currently Section 3 residents or were Section 3 residents when first hired, if within the past three years (number of employees that are Section 3 residents);

or

       3- The business commits in writing to subcontract over 25 percent of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of paragraphs 1 and 2 of this definition;

and

The business was formed in accordance with state law and is licensed under state, county, or municipal law to engage in the business activity for which it was formed.

Section 3 Resident is a person living in San Bernardino or Riverside County who is a Public Housing resident or who is low income.

Low-Income Persons mean families (including single persons) who income does not exceed 80 percent of the median income, as adjusted by HUD, for Riverside and San Bernardino Counties.

Print Name: Lloyd R. Earleywine Title: CEO/President

Signature:  Date: 10/28/10

Address: PO Box 988

Winchester, CA 92596

Phone: (951) 244-3050

Email: earleywine@msn.com

Contractor's Initial 



**Exhibit D**  
**Definitions**

- A. "Contractor" shall mean any employee, agent, or representative of the contract company used in conjunction with the performance of the contract.
- B. "MQs" shall mean minimum qualifications.
- C. "County" shall mean the County of Riverside and its Community Health Agency (CHA). For purposes of this Agreement, CHA and County are used interchangeably.
- D. "Abatement" shall mean any set of measures designed to reduce or eliminate lead hazards or lead-based paint from public and residential buildings.
- E. "Abatement Area" shall mean designated rooms, spaces, or areas of the project in which lead abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. Such an area is generally physically isolated or cordoned off from the rest of the work site with access being restricted to properly protected abatement personnel.
- F. "Air monitoring" – Also known as "compliance monitoring" or "air sampling" is the process of measuring the concentration of air-borne hazardous agents in order to determine occupational / environmental exposure. Air monitoring is the responsibility of the Contractor and must be performed by either a California Department of Health Services certified Lead-in-Construction Supervisor or Project Monitor as required by 8 CCR sec 1532, Construction Safety Orders, Lead.
- G. "ANSI" shall mean American National Standards Institute (1430 Broadway, New York, New York 10018)
- H. "Authorized visitor" shall mean the Building Owner (any designated representatives) and any representative of a regulatory or other agency having jurisdiction over the project.
- I. "Building owner" shall mean the Owner or his authorized representative (specifically, the Lead Project Monitor).
- J. "CAL/OSHA" shall mean California Division of Occupational Safety and Health (525 Golden Gate Avenue, P.O. Box 603 San Francisco, CA 94101).
- K. "CCR" shall mean California Code of Regulations. "8 CCR" refers specifically to Title 8 (*Industrial Relations*) of the code.
- L. "Change area" shall mean a private, lead-free designated area, apart and separate from the abatement area where:
  - a) Workers can change in and out of work clothing.
  - b) Workers can store their street clothes in designated areas apart from work clothes in order to prevent cross contamination.

- M. "Discard" shall mean to remove and dispose of work site / abatement-related waste material in accordance with U.S. Environmental Protection Agency, California Environmental Protection Agency, and local regulations.
- N. "Door system" Consist of door jambs, casings, hinges and door.
- O. "Hand washing facility" shall mean a specifically designated area, separate and apart from the abatement area, where flowing potable water, soap and toweling are made available for the washing of the face and hands pursuant to 8 CCR, section 1532.1 (i)(A)(5), and 1527 (waste effluent is to be filtered through a 5 micron particulate filter prior to discharge).
- P. "HEPA filter" shall mean a high efficiency particulate air filter capable of removing particles, 0.3 microns in diameter with 99.97% efficiency.
- Q. "HEPA vacuum" shall mean a vacuum system equipped with HEPA filtration.
- R. "HH" shall mean Healthy Homes
- S. "Lead" is defined as metallic lead, all inorganic lead compounds, and organic lead soaps. Excluded from this definition are all other compounds.
- T. "Lead project manager" shall mean an individual qualified by virtue of experience, education, and certification designated as the Owner's representative and responsible for overseeing the lead abatement project.
- U. "Lead work area" shall mean the area encompassing and including the abatement area where the abatement contractor is reasonably expected to position equipment and personnel as well as conduct other activities associated with the abatement.
- V. "Monitoring" may include the following activities performed by the Owner or Project Manager:
- a. Visual inspection to ensure compliance with all requirements of the work specifications, including: pre-start evaluation of the work site setup; evaluation of worker technique during abatement; conducting the final evaluation of the work site to ensure the scope of work has been completed as agreed.
  - b. Although compliance with the requirements of Cal/OSHA (including occupational air monitoring for lead exposure) is generally the responsibility of the contractor, additional air monitoring may be performed by the Project Manager.
  - c. Clearance wipes sampling of surfaces and/or bulk testing of soil to test for residual lead contamination.
- W. "Non-destructive removal" shall mean the intact excision of lead containing architectural components using techniques that do not damage the leaded materials. The purpose of non-destructive removal is to remove leaded building materials without releasing significant quantities of lead-bearing dust / debris.

- X. "NIOSH" shall mean the National Institute for Occupational Safety and Health (CDC - NIOSH, Building J N.E. Room 3007 Atlanta, GA 30333)
- Y. "Paint film stabilization" shall mean the stabilization of all deteriorated lead-based paint surfaces by removing deteriorating paint (only by using methods approved by HUD and Cal-OSHA), preparing the treated and adjacent areas, by feathering, filling or wet sanding, and repainting, to produce a smooth, paint ready finish.
- Z. "Paint ready" is defined as the treatment of a building component to yield a surface that is smooth, blended with the surrounding contiguous, untreated painted areas, primed and would be considered "professional" in quality by a skilled, experienced painting contractor/professional. All primers must be compatible with both base and top coats of paint. Surface must be ready and able to accept a top coat(s) of finish paint.
- AA. "Plasticize" shall mean to cover, or wrap, specified floors, walls, and furnishings with plastic sheeting.
- BB. "Prior experience" shall mean experience required of the contractor on lead-based paint projects of similar nature and scope to insure capability of performing the lead abatement in a satisfactory manner. Similarities shall be in areas related to material composition, project size, abatement methods required, number of employees and the engineering, work practice and personal protection controls required.
- CC. "Project Manager" shall mean County's Lead Project Manager or Healthy Homes Project Manager. (The Project Manager is Riverside County Public Health Department (951) 358-5096).
- DD. "Regulations" shall include but not be limited to:
- a. 29 CFR Part 1926.62 Lead (OSHA Lead Standard for Construction work).
  - b. California Code of Regulations Title 8 (8 CCR), Industrial Relations Division 1, Department of Industrial Relations Chapter 4, Division of Industrial Safety Subchapter 4, Construction Safety Orders.
  - c. 8 CCR, sec. 1532.1 regulating exposure to lead in the construction industry.
  - d. 22 CCR, Chapter 10, Hazardous Waste Management Systems.
  - e. 17 CCR sec 35001 et seq, Accreditation, Certification and Work Practices for Lead-based Paint and Lead Hazards.
  - f. EPA's 40 CFR part 745 sections 402 – Lead Renovation, Remodeling, Painting (RRP) rules. Must have an EPA RRP certification as of April 22, 2010 and must follow any applicable Cal-OSHA regulations. Requires use of containment for anyone disturbing lead-based paint or presumed lead-based paint. Failure to comply subject to nuisance standard set forth in Civil Code and Health and Safety Code (\$1,000 per violation). Containment requirement applicable for activities conducted on any building or structure (not limited to public and residential buildings)

- EE. "Removal" shall mean the stripping of any lead containing paint from surfaces or components of a building. Only methods cited in DD "Regulations" may be used to remove lead paint.
- FF. "Wet cleaning" shall mean the process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other utensils that have been dampened with amended water.
- HH. "Window system" consists of casing, trim, aprons, sills, sash balance, glazing, jamb, and windowpane.
- II. "Work area" shall mean the designated rooms, spaces or areas of the project in which lead abatement actions are to be or which may be become contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed, plasticized. A non-contained work area is an isolated controlled-access work area which has not been plasticized nor equipped with a decontamination enclosure system. Work Area is synonymous with "Regulated Area" as defined in 8 CCR sec 1532.1 (i)(6).

**PROFESSIONAL SERVICE AGREEMENT**

*for*

**LEAD ABATEMENT AND HEALTHY HOMES RENOVATION SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**ENVIROCON CONTRACTING INCORPORATED**



**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services.....	3
2. Period of Performance .....	3
3. Compensation .....	3
4. Alteration or Changes to the Agreement .....	5
5. Termination .....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	6
8. Inspection of Service: Quality Control/Assurance .....	6
9. Independent Contractor .....	7
10. Subcontract for Work or Services.....	7
11. Disputes .....	8
12. Licensing and Permits .....	8
13. Use by Other Political Entities .....	8
14. Non-Discrimination .....	8
15. Records and Documents .....	9
16. Confidentiality .....	9
17. Administration/Contract Liaison .....	10
18. Notices.....	10
19. Force Majeure.....	10
20. EDD Reporting Requirements .....	10
21. Hold Harmless/Indemnification.....	11
22. Insurance .....	12
23. General .....	14
Exhibit A - Scope of Service.....	16
Exhibit B - Payment Provisions .....	29
Exhibit C – Section 3 of Housing and Urban Development .....	30
Exhibit D – Definitions.....	32

This Agreement, made and entered into this 9th day of November, 2010, by and between Envirocon Contracting Incorporated, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of fourteen (14) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through November 8, 2011, with the option to renew for two (2) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred eighty thousand dollars (\$280,000.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas (Lead Abatement and Healthy Homes Renovation Services) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Community Health Agency

P.O. Box 7849

Riverside, CA 92513

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC-91047-003-12/11); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.



**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products

provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. **Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. **Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex

in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Purchasing and Fleet Services  
Attn: Rick Hai  
2980 Washington Street  
Riverside, CA 92504

**CONTRACTOR**

Envirocon Contracting Incorporated  
Attn: Bob Colton  
5940 Lakeshore Drive  
Cypress, CA 90630

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

**21.2** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.3** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**21.4** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

**21.5** CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to

obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**22.2 Workers' Compensation:** If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

**22.3 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**22.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

### **22.5 General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.



2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

CONTRACTOR:

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

Signature: David Adams

Print Name: Marion Ashley

Print Name: David Adams

Title: Chairman, Board of Supervisor

Title: President

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

Dated: 11/1/10

FORM APPROVED COUNTY COUNSEL  
BY LARISA R-MCKENNA 11/2/10  
DATE

**EXHIBIT A  
SCOPE OF SERVICE**

**1.1 Scope of Work Summary**

- 1.1.1 CONTRACTOR shall provide abatement and control of lead-paint hazards of all building components that required lead abatement, including job site setup, work procedures, and finished product.
- 1.1.2 CONTRACTORs Work Requirements:
- 1.1.2.1. Mobilization and prep work. This includes site prep of visquine sealing of the affected rooms in accordance with EPA and OSHA standards. Inspectors shall have to perform frequent site visits to insure compliance with OSHA standards for personnel.
- 1.1.2.2. Removal of contaminated materials. Scrape off lead embedded paint down to the substrate, proper gathering, and containment of debris and perform repair/replacement work to damaged areas.
- 1.1.2.3. Application of new, people safe paint in workmanlike manner.
- 1.1.2.4. Clean up, disposal of materials in accordance with EPA and OSHA standards, touch up and demobilization.
- 1.1.2.5 Bidders must be able to provide worker certifications for lead abatement training (per Toxic Substance Control Act (TSCA) section 402, 403, 404, 405, and 406), insurance coverage for the duration period of the award contract, and State Contractors license.
- 1.1.2.6 Site setup and cleanup  
Work site setup and final subsequent cleanup of the work area are to be in accordance with the standards specified in this document.
- 1.1.2.7 Disposal of waste products  
The classification, testing, and disposal of waste is required and discussed, in detail, in the remainder of the specifications.
- 1.1.2.8 Unless otherwise specified herein, building components removed as part of Abatement shall be replaced.
- 1.1.2.9 All such work shall be conducted by experienced abatement personnel who are qualified as specified herein (section 1.3 of these specifications entitled, "Applicable Standards and Guidelines" described below).

**1.2 Description of work**

**1.2.1 County Work Hours**

Because the work to be performed is in residential/business buildings, and to minimize interruption to building occupants, work should be done Monday to Thursday from 08:00 AM to 4:30 PM. With lunch and breaks in accordance with California Labor Code per the normal policy of the performance contractor.

**1.2.2 Time Allowed For Completion of Work**

Depending on the size of the project and with County's consent, the awarded contractor at a maximum shall have four to fifteen (15) contiguous days (weather permitting) to complete the scope of work described herein. Specific time permitted will be dependent upon extent of job. This shall be agreed upon between program manager and contractor. Contractor must start work within two (2) weeks after the notice of award.

**1.3 Applicable Standards and Guidelines (General Requirements)**

1.3.1 The contractor's abatement "supervisor", "project monitor" and "lead worker" shall be certified pursuant to 17 CCR Division 1, Chapter. 8, sec 35001 et. seq, "Accreditation, Certification, and Work Practices for Lead-based Paint and Lead Hazards".

1.3.2 All work under the contract shall be done in strict accordance with all applicable Federal, State, and Local regulations, standards, and codes governing lead abatement and any other trade work done in conjunction with the abatement. Work practices shall comply with 17 CCR Division 1, Chapter. 8, sec 35001 et. seq, 8 CCR 1532.1 and the latest edition of the U.S. Department of Housing and Urban Develop (HUD) Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing.

1.3.3 The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists the most stringent shall be utilized.

**1.4 Submittals and Notices**

1.4.1 CONTRACTOR shall:

1.4.1.1 Submittal of insurance and bonding:

Within Ten (10) working days of notice award, shall submit all bonding and liability insurance coverage as required in the County's General Conditions.

1.4.1.2 At the Pre-start Meeting:

1.4.1.2.1 Submit a written compliance program for lead abatement as specified in Title 8 of the California Code of Regulations (CCR) section 1532.1. Information in these specifications may be used as a basis for complying with these CAL/OSHA regulations.

1.4.1.2.2 Submit documentation satisfactory to the Project Manager that the Contractor's employees (including foremen, supervisors, any other company personnel or agents who may be exposed to airborne lead particulates or who may be responsible for any aspect of lead abatement activities) hold the appropriate "Lead-Related Construction Interim Certification" as issued by California Department of Public Health (CDPH) and described in with 17 CCR Division 1, Chapter. 8.

1.4.1.2.3 With the Building Owner / Project Manager, inspect the premises wherein all abatement and abatement related activities shall occur and submit a statement signed by both, agreeing on building and fixture condition prior to the commencement of work.

1.4.1.2.4 Submit documentation of compliance with 8 CCR 1532.1 (f) regarding respirator fit-testing for all Contractor employees and agents who must enter the work area.

1.4.1.3 During Abatement or HH Renovation Activities

1.4.1.3.1 Submit daily, copies of work site entry logbooks (see section 1.5.3) with information on worker and visitor access.

1.4.1.3.2 Post in the immediate vicinity of the abatement area:

a) A list containing the names, addresses, and telephone numbers of the Contractor, the Building Owner, the Project Manager, and any other personnel who may be required / authorized to enter the abatement area, or assist in the actual abatement itself.

b) Copies of Lead-abatement training certificates for all lead abatement workers and supervisor(s).

c) Emergency phone list as described under 1.6.4.

d) Post the CDPH Form 8551 pursuant to 17 CCR sec 36100 (c).

1.4.2 Project Manager Shall

1.4.2.1 Prior to Commencement of Work:

1.4.2.1.1 Notify any occupants of the impending abatement or HH renovation (if any).

1.4.2.1.2 Submit to the Contractor, all lead-related inspection reports concerning the work site.

1.4.2.2 During Abatement / HH Renovation

1.4.2.2.1 Conduct all necessary quality control monitoring of abatement activities.

**1.5 Site Security**

1.5.1 The abatement area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of Subcontractors, Owner's employees and representatives, State and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the immediate vicinity of the abatement area.

1.5.2 Entry into the abatement area by unauthorized individuals shall be reported immediately to the Project Manager by the Contractor.

1.5.3 A log book shall be maintained in the immediate vicinity of the abatement area. Anyone entering the abatement area must record name, affiliation, time in, and time out for each entry.

1.5.4 Access to and from - each abatement area shall be through designated egress(s). Entry or exit via any other route will be prohibited.

- 1.5.5 Contractor or his agents must have control of lead work area during abatement operations in order to protect work effort and equipment.
- 1.5.6 Contractor shall have Owner's and / or the Project Manager's assistance in notifying building occupants, if any, of impending activity and enforcement of restricted access by Owner's employees.

## **1.6 Emergency Planning**

- 1.6.1 Emergency planning and procedures shall be developed by the Contractor prior to the abatement date. This plan shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, and heat related injury where applicable. Written procedures shall be developed and a copy kept at the work site. Employee training in procedures shall be provided.
- 1.6.2 Emergency planning shall include written notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule, layout of work area. Notification shall include a description of any foreseen hazard that may affect / hamper response capabilities.
- 1.6.3 Employees shall be trained in evacuation procedures in the event of workplace emergencies.
  - 1.6.3.1 For non-life-threatening situations-employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the workplace to obtain proper medical treatment.
  - 1.6.3.2 For life-threatening injury or illness, worker recontamination shall take least priority. After measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.
- 1.6.4 Telephone numbers of all emergency response personnel, as well as the location of the nearest phone, shall be prominently posted in the lead work area.

## **1.7 Pre-Start Meeting**

- 1.7.1 The Contractor, his job site supervisor, project monitor and any on-site health and safety representative shall attend a pre-start job meeting to be scheduled by the Project Monitor. The purpose of this meeting shall be to clarify any ambiguities regarding the job and to coordinate abatement efforts between the Contractor, the Building Owner, and the Project Manager.
- 1.7.2 At this meeting the Contractor shall provide all Submittals as required in section 1.4. In addition, Contractor shall be prepared to provide detailed information concerning sequence of work and performance schedule.

## **1.8 Materials and Equipment**

### **1.8.1 Materials**

- 1.8.1.1 The Contractor shall provide all materials and equipment necessary to complete the abatement as described within these specifications.
- 1.8.1.2 Only new materials shall be used. Damaged, deteriorating, or contaminated materials shall not be used.

- 1.8.1.3 All materials shall be stored safely and in accordance with fire / hazardous materials regulations.
- 1.8.1.4 Adequate supplies of 6 mil thickness polyethylene sheeting, used to plasticize the abatement area, are to be kept on site.
- 1.8.1.5 Polyethylene sheeting may only be attached to stucco walls using adhesives, or adhesive tape, which shall not leave significant residues behind or otherwise damage the underlying surface.
- 1.8.1.6 Contractor shall provide and keep on site an adequate supply of 6 mil polyethylene waste disposal bags and waste disposal containers in which to place any presumed hazardous waste generated by the abatement. Contractor shall supply the necessary hazardous waste container labels.
- 1.8.1.7 An adequate supply of warning signs, as specified in 8 CCR 1532.1 (m), shall be kept on site.
- 1.8.1.8 An adequate supply of yellow "CAUTION" banner tape shall be kept on site to cordon off the abatement area.
- 1.8.1.9 An adequately sized, pre-fabricated enclosure, designed to function as a "change area," or an adequate supply of materials to construct such a facility, shall be delivered to the job site prior to the abatement in the event an adequate change area does not exist on site.

## **1.8.2 Equipment**

- 1.8.2.1 Respirators - Contractor shall provide respiratory protection devices for the abatement crew in compliance with 8 CCR 1532.1. Only respirators tested and approved by the National Institute of Occupational Safety and Health (NIOSH) may be used during the abatement. The least protective respirator acceptable for use on this project shall be half-face air purifying respirators with dual high-efficiency (HEPA) filters.
- 1.8.2.2 Full body disposable protective clothing, including head, body, and foot coverings consisting of material impenetrable by lead particulates (Tyvek or equivalent) shall be provided by Contractor to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.  
  
Alternatively, Contractor may provide the crew with cloth work clothing provided they are managed in accordance with 8 CCR 1532.1 (g).
- 1.8.2.3 Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided by Contractor to all workers and authorized visitors.



- 1.8.2.4 Non-skid footwear and disposable shoe covers shall be provided by Contractor to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
- 1.8.2.5 A sufficient supply of disposable mops, rags, and sponges for work area decontamination shall be available.
- 1.8.2.6 Contractor shall provide hand wash facilities as described in Definition line item S.
- 1.8.2.7 A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrappers, wire, cutters, brushes, utility knives, wire saws, etc.) shall be provided by Contractor as needed.
- 1.8.2.8 Contractor shall provide "Hudson"-type, pump sprayers that can be used to wet down components or areas.
- 1.8.2.9 Contractor shall ensure that a sufficient supply of HEPA filtered vacuum systems be available during cleanup.
- 1.8.2.10 A sufficiently sized construction waste dumpster / bin, or waste hauling truck shall be provided by contractor to transport construction waste off site. Any construction waste not transported off-site at the end of the work day shall be stored in a locked dumpster / truck trailer until pickup.

### **1.8.3 Substitutions**

#### **1.8.3.1 Approval Required**

1.8.3.1.1 The Contract is based on the materials, equipment, and methods described in these Contract Documents.

1.8.3.1.2 The Project Manager shall consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Owner to evaluate the proposed substitution.

1.8.3.1.3 Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Project Manager.

#### **1.8.3.2 "Or equal"**

1.8.3.2.1 Where the phrase "or equal" or "or equal as approved by the Project Manager" occurs in the Contract Document, do not assume that materials, equipment or methods shall be approved by the Project Manager. The Project Manager must in fact approve of the substitution in advance of its use.

#### **1.8.3.3 Availability of specified items**

1.8.3.3.1 Contractor shall verify prior to bidding that all specified items will be available in time for the abatement.

1.8.3.3.2 In the event that specified items are not available, notify the Project Manager prior to receipt of bids.

1.8.3.3.3 Costs of delays because of non-availability of specified items, when such delays could have been avoided by the contractor, shall be back-charged as necessary and shall not be borne by the County of Riverside.

1.8.3.4 Alternative Procedures

1.8.3.4.1 Procedures described in this specification are to be utilized at all times.

1.8.3.4.2 If specified procedures cannot be utilized, a request must be made in writing to the Project Manager providing details of the problem encountered and recommended alternatives.

1.8.3.4.3 Alternative procedures shall provide equivalent or greater protection than procedures that they replace.

1.8.3.4.4 Any alternative procedure must be approved in writing by the Project Manager prior to implementation.

**1.9 Execution**

1.9.1 Commencement of work shall not occur until:

1.9.1.1 All pre-abatement submissions, notifications, postings, and permits have been provided and are satisfactory to the County Project Manager.

1.9.1.2 All equipment for abatement, clean-up, and disposal are on hand.

1.9.1.3 All workers training are completed.

1.9.1.4 Contractor receives written permission from Building Owner and Project Manager to commence abatement.

1.9.1.5 A pre-job start safety meeting has been held between the Project Manager and all members of the abatement personnel. This meeting shall include a discussion of the employer's safety program as well as assess worker comprehension of safe work practices.

**1.10 Personnel Protection Requirements**

1.10.1. Training

1.10.1.1 Prior to commencement of abatement activities, contractor shall ensure that all personnel who will be required to enter the work area, or handle containerized lead containing materials, shall have received adequate training.

1.10.1.2 Special on-site training on equipment and procedures unique to this job site shall be performed by the contractor as required.

1.10.1.3 Training in emergency response and evacuation procedures shall be provided by the contractor.

1.10.2 Respiratory Protection

1.10.2.1 All respiratory protection shall be provided to workers in accordance with 8 CCR. The Contractor is responsible for all Cal/OSHA compliance monitoring.

1.10.2.2 Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.

1.10.2.3 The use of the abatement techniques described within these specifications is expected to keep air-borne lead emissions below 50 micrograms per cubic meter of air (8 hr -TWA). Thus, for these environment employees are minimally required to wear NIOSH approved 1/2 face respirators with dual HEPA filter-cartridges. However, the Contractor is responsible for air monitoring and must provide additional protection if necessary.

1.10.2.4 Fit testing

1.10.2.4.1 Workers must perform positive and negative air pressure fit tests each time a respirator is put on, whenever the respirator design so permits. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.

1.10.2.4.2 Workers shall be given a qualitative fit test in accordance with procedures detailed in the Cal/OSHA requirements for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.

1.10.2.4.3 Documentation of adequate respirator fit must be provided to the Project Manager.

1.10.2.5 No one wearing a beard shall be permitted to don a respirator and enter the work area.

1.10.2.6 A selection of 1/2 face respirators (several makes and sizes) shall be kept at the job site and be made available to authorized visitors. The Contractor and Project Manager shall ensure that all visitors follow appropriate safety protocol and are familiar with the use of respirators.

1.10.3 Protective Clothing

1.10.3.1 Disposable clothing including head, foot, and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors. Alternatively, launderable clothing shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.

1.10.3.3 Hard hats, protective eye wear, gloves, rubber boots, and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.

## **1.11 Preparation**

### **1.11.1 Work Areas**

- 1.11.1.1 The Contractor shall provide sanitary hand wash and toilet facilities for abatement personnel outside of the abatement area and maintain them in a clean and sanitary condition throughout the project. The establishment of these areas shall be the first step taken in setting up the lead work area. These areas are to be maintained until completion of the abatement.
- 1.11.1.2 The worker change area shall be in place before abatement can begin. This area shall be maintained until completion of the abatement. Minimal requirements for this area are as follows:
- a) The change area can be as simple as several linked together opaque screens, or as sophisticated as the contractor wishes. The area must, however, be large enough to allow a sufficient number of workers to change in and out of their work clothing without undue delay.
  - b) For the sake of privacy, the walls of the area must be opaque and high enough to shield the changing workers from view. Unless conditions on site warrant it, it does not need a roof.
  - c) The interior of the area shall be divided into two equal sub-areas: a "clean" area, where un-contaminated street clothes can be stored, and; a "dirty" area where workers will don or doff potentially contaminated work clothing. Each sub-area shall have its own entry/exit point. Street clothed workers shall enter through the "clean" area side, change into work clothes, and exit through the "work clothes area" side.  
  
The two areas need not be physically separated as long as all workers understand the difference between the two designated areas and act accordingly to prevent potential contamination of their street clothes.
  - d) A hand wash facility shall be provided inside the change area so workers, having changed out of their work clothes, may wash their hands prior to handling their street clothes, eating, or smoking.
- 1.11.1.3 The abatement area shall be set up between COUNTY and CONTRACTOR in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 8 (Resident Protection and Worksite Preparation).
- 1.11.1.4 The abatement area shall be cordoned off with yellow "CAUTION" barrier tape, and all postings displayed as required by regulations.

## **1.12 Workplace Entry and Exit Procedures**

### **1.12.1 Personnel entry and exit**

- 1.12.1.1 All personnel, before entering the lead work area, shall read and be familiar with all posted regulations, personal protection requirements (including abatement area entry and exit procedures and acceptable hygiene practices) and emergency

procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all on-site personnel.

- 1.12.1.2 All workers and authorized personnel, destined to enter the abatement area, shall enter the "clean" side of the change area, sign the abatement area entry log, change into appropriate work clothes, collect their respirators, and exit through the "dirty" side (respirators do not have to be donned at this time).
- 1.12.1.3 Workers shall then proceed to the designated ingress point of an abatement area where they shall put on respirators and clean shoe covers before actually entering the abatement area.
- 1.12.1.4 A worker who is ready to leave the abatement area shall first remove gross contamination from the outside of respirators and protective clothing by brushing and/or using wet wiping procedures. Then, he shall walk over to the designated egress, pause to remove shoe covers, place the shoe covers in a designated waste receptacle, and proceed on across.
- 1.12.1.5 Once outside the abatement area, the worker may remove his respirator and set it aside only if it is immediately placed in a clean, plastic storage bag, which has been labeled with the workers name. Any tools removed from the abatement area shall be wiped free of obvious contamination with a damp cloth.
- 1.12.1.6 The worker must proceed immediately to the nearest hand wash facility and wash his hands and face.
- 1.12.1.7 An abatement worker who is intending to eat / drink, smoke or leave the lead work area must first proceed to the work change area, enter through the "dirty" side, change out of and properly store his/her work clothes, wash his hands and face, before donning street clothes and exiting through the "clean" side of the change area. Deposit disposable (and launderable) clothing into appropriately labeled containers for disposal (or laundering). Waste water from the hand wash facility may be discharged onto the ground after first being filtered through a 5 um particle filter.
- 1.12.1.8 Each worker shall document his lead work area exit time in the change area log.
- 1.12.1.9 The Contractor shall perform occupational air sampling on the contractor's work crew. However, the Project Manager may conduct additional occupational air sampling. If so, the Contractor and his/her abatement personnel shall cooperate fully with the Project Manager's sampling plan.
- 1.12.1.10 These procedures shall be posted in the change area.

### **1.13 Hazard Control Procedures**

- 1.13.1 In general, all hazard control work shall be conducted in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 11 (Interim Controls), Chapter 12 (Abatement), and Chapter 13 (Encapsulation).

#### **1.14 Clean-up Procedure**

- 1.14.1 Any free components remaining in the abatement area are to be removed to the disposal area.
- 1.14.2 Any wood / paint chips littering the plastic within the abatement area shall be picked up with a HEPA vacuum. Any debris within the HEPA vacuum must be managed as hazardous waste.
- 1.14.3 Any tools remaining within the abatement area are to be wiped free of obvious, gross contamination with a damp cloth.
- 1.14.4 Detailed cleaning work shall be conducted in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 14 (Cleaning).
- 1.14.5 The area shall then be inspected by the Project Manager and the building owner.
- 1.14.6 On the approval of the Project Manager, the lead abatement warning signs, and the banner tape, shall be removed and respiratory protection can be discontinued.
- 1.14.7 The plastic sheeting covering the ground may now be removed.
- 1.14.8 Any visible paint chips found under plastic sheeting, whether on soil or other surfaces are to be removed and managed as presumed hazardous waste.

#### **1.15 Abatement Waste Disposal Procedures**

- 1.15.1 All waste, both hazardous and non-hazardous, is to be removed from the site by the end of the workday. If for some reason this is not possible, all debris shall be stored in locked containers.
- 1.15.2 Disposal must occur at an authorized site in accordance with regulatory requirements of Federal, State (Title 22) and Local guidelines and regulations (including the California State Department of Health Service, Toxic Substance Control Division).
- 1.15.3 Considerations for Hazardous Waste
  - 1.15.3.1 The contents of the HEPA vacuums used during the abatement (or HEPA vacuums with special power tools if used), Chemical stripper waste (if used), respirator HEPA filters and the damp rags used to wipe down the equipment / plastic sheeting are to be managed as presumptive hazardous waste.
  - 1.15.3.2 Intact painted building components, and other painted construction debris, shall be segregated separately and also managed as presumptive hazardous waste.
  - 1.15.3.3 For these two waste streams, the contractor shall do the following:
    - a) Obtain in advance of the abatement the site-specific EPA identification number used to manifest the waste.
    - b) Test the two wastes in accordance with California Department of Toxic Substance Control requirements (via Total Threshold Limit Concentration,

California Waste Extraction Test, etc.). All analysis must be done by a State accredited hazardous waste laboratory.

- c) Determine if the wastes are hazardous, California special wastes, or non-hazardous construction debris; and manage accordingly.
- d) Hazardous waste must use a Uniform Hazardous Waste Manifest (EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.).
- e) Arrange to have a registered hazardous waste transporter remove the waste to an approved treatment, storage, or disposal (TSD) facility. Transporter shall pick up the waste at the end of the abatement. The Project Manager shall sign the manifest as generator.

**1.15.4 Considerations for Non-Hazardous Waste**

The remainder of the abatement waste including disposable work clothing, shoe covers, plastic sheeting, and non-painted construction debris are to be managed as non-hazardous construction waste. This debris is to be removed from the site at the end of the abatement. If for some reason the waste cannot be picked up until a later time, the contractor shall insure that it is stored in a locked container.

**1.15.5 Hand Wash Facility Waste Water**

The wastewater effluent produced by the hand wash facility may be discharged as non-hazardous waste if it is first passed through a 5 um particle filter and tested by the lead abatement contractor. Contractor shall be required to store all wastewater on the job site until acceptable levels are met prior to discharge. Contractor shall maintain laboratory results of discharge water and provide a copy to the County of Riverside.

**1.16 Clearance Sampling**

1.16.1 Following the completion of clean-up operations, the contractor shall notify the Project Manager that work areas are ready for clearance samples.

1.16.2 The Project Manager or appropriate designee shall then perform dust wipe samples or soil samples in the work area for lead.

1.16.3 Any areas failing the most current HUD / EPA / State DHS clearance dust requirements (40 ug/ft<sup>2</sup> floors; 250 ug/ ft<sup>2</sup> interior window sills; 400 ug/ ft<sup>2</sup> for window troughs) shall be re-cleaned at the Contractors expense until clearance is met.

**1.17 Re-establishment of the Area / Release of the Contractor / Payment**

1.17.1 The Contractor and Owner shall visually inspect the work area for any damage caused by abatement activity. The Contractor shall repair, or arrange to have repaired, such damage.

1.17.2 When all elements of this abatement specification and the contract's general conditions have been completed up to and including 1.17.1, the Contractor's role in the abatement is complete. The Project Manager or appropriate designee shall then instruct the County Purchasing Department to issue payment to Contractor.

**1.18 County Support Activities and Personnel**

**1.18.1 Monitoring**

- 1.18.1.1 The Project Manager or appropriate designee shall monitor Contractor's performance.
- 1.18.1.3 Project Manager or appropriate designee shall perform all environmental sampling (but is not responsible for occupational air sampling) as deemed necessary.
- 1.18.1.4 Project Manager or appropriate designee shall be authorized to issue a STOP WORK order whenever Contractor's work or protective measures are not in accord with published regulations or contractual restrictions.

**1.19 Prevailing Wage (for Healthy Homes projects) - Must provide documentation**

Pursuant to the California Labor Code, the governing board of the Owner has obtained from the director of the Department of Industrial Relations determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which shall be made available to any interested person upon request. The contractor shall comply with all applicable provisions of the California State Labor Code prevailing wages and Compliance of State of California Department of Industrial Relations division of Apprenticeship Standards Labor.



**EXHIBIT B  
PAYMENT PROVISIONS**

**LEAD ABATEMENT SERVICES:**

- |   |                   |
|---|-------------------|
| 1. Hourly rate per Scope of Service and requirement in Exhibit A of this Agreement. | \$75.00 per Hour  |
| 2. Cost per square footage  | \$10.00 per sq/ft |
| 3. Cost for windows for following sizes:  |                   |
| Small   | \$ 200.00 each    |
| Medium  | \$ 250.00 each    |
| Large   | \$ 300.00 each    |
| 4. Cost for doors as follow:  |                   |
| Interior door   | \$ 125.00 each    |
| Exterior door   | \$ 225.00 each    |

**HEALTHY HOMES RENOVATION SERVICES:**

- |   |                   |
|---|-------------------|
| 1. Hourly prevailing wage rate per Scope of Service and requirement in Exhibit A of this Agreement. | \$75.00 per Hour  |
| 2. Cost per square footage  | \$15.00 per sq/ft |

**Exhibit C**  
**Section 3 of the Housing and Urban Development**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1978, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particular persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract in excess of 5100,000 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future assisted contracts.

Contractor's Initial \_\_\_\_\_

**Exhibit C (cont.)**  
**Section 3 of the Housing and Urban Development**

I, \_\_\_\_\_ hereby certify that the business

Print Name

Entity known as \_\_\_\_\_

Print Business Name

\_\_\_\_\_ is not a Section 3 business. (Please complete the bottom section.)

\_\_\_\_\_ is a Section 3 business because (check one of the following:)

\_\_\_\_\_ 51 percent or more is owned by Section 3 residents; or

\_\_\_\_\_ 30 percent of the permanent full-time employees are currently Section 3 residents or were Section 3 residents when first hired, if within the past three years (number of employees that are Section 3 residents);

or

\_\_\_\_\_ 3- The business commits in writing to subcontract over 25 percent of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of paragraphs 1 and 2 of this definition;

and

The business was formed in accordance with state law and is licensed under state, county, or municipal law to engage in the business activity for which it was formed.

Section 3 Resident is a person living in San Bernardino or Riverside County who is a Public Housing resident or who is low income.

Low-Income Persons mean families (including single persons) who income does not exceed 80 percent of the median income, as adjusted by HUD, for Riverside and San Bernardino Counties.

Print Name: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contractor's Initial \_\_\_\_\_

**Exhibit D**  
**Definitions**

- A. "Contractor" shall mean any employee, agent, or representative of the contract company used in conjunction with the performance of the contract.
- B. "MQs" shall mean minimum qualifications.
- C. "County" shall mean the County of Riverside and its Community Health Agency (CHA). For purposes of this Agreement, CHA and County are used interchangeably.
- D. "Abatement" shall mean any set of measures designed to reduce or eliminate lead hazards or lead-based paint from public and residential buildings.
- E. "Abatement Area" shall mean designated rooms, spaces, or areas of the project in which lead abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. Such an area is generally physically isolated or cordoned off from the rest of the work site with access being restricted to properly protected abatement personnel.
- F. "Air monitoring" – Also known as "compliance monitoring" or "air sampling" is the process of measuring the concentration of air-borne hazardous agents in order to determine occupational / environmental exposure. Air monitoring is the responsibility of the Contractor and must be performed by either a California Department of Health Services certified Lead-in-Construction Supervisor or Project Monitor as required by 8 CCR sec 1532, Construction Safety Orders, Lead.
- G. "ANSI" shall mean American National Standards Institute (1430 Broadway, New York, New York 10018)
- H. "Authorized visitor" shall mean the Building Owner (any designated representatives) and any representative of a regulatory or other agency having jurisdiction over the project.
- I. "Building owner" shall mean the Owner or his authorized representative (specifically, the Lead Project Monitor).
- J. "CAL/OSHA" shall mean California Division of Occupational Safety and Health (525 Golden Gate Avenue, P.O. Box 603 San Francisco, CA 94101).
- K. "CCR" shall mean California Code of Regulations. "8 CCR" refers specifically to Title 8 (*Industrial Relations*) of the code.
- L. "Change area" shall mean a private, lead-free designated area, apart and separate from the abatement area where:
  - a) Workers can change in and out of work clothing.
  - b) Workers can store their street clothes in designated areas apart from work clothes in order to prevent cross contamination.

- M. "Discard" shall mean to remove and dispose of work site / abatement-related waste material in accordance with U.S. Environmental Protection Agency, California Environmental Protection Agency, and local regulations.
- N. "Door system" Consist of door jambs, casings, hinges and door.
- O. "Hand washing facility" shall mean a specifically designated area, separate and apart from the abatement area, where flowing potable water, soap and toweling are made available for the washing of the face and hands pursuant to 8 CCR, section 1532.1 (i)(A)(5), and 1527 (waste effluent is to be filtered through a 5 micron particulate filter prior to discharge).
- P. "HEPA filter" shall mean a high efficiency particulate air filter capable of removing particles, 0.3 microns in diameter with 99.97% efficiency.
- Q. "HEPA vacuum" shall mean a vacuum system equipped with HEPA filtration.
- R. "HH" shall mean Healthy Homes
- S. "Lead" is defined as metallic lead, all inorganic lead compounds, and organic lead soaps. Excluded from this definition are all other compounds.
- T. "Lead project manager" shall mean an individual qualified by virtue of experience, education, and certification designated as the Owner's representative and responsible for overseeing the lead abatement project.
- U. "Lead work area" shall mean the area encompassing and including the abatement area where the abatement contractor is reasonably expected to position equipment and personnel as well as conduct other activities associated with the abatement.
- V. "Monitoring" may include the following activities performed by the Owner or Project Manager:
- a. Visual inspection to ensure compliance with all requirements of the work specifications, including: pre-start evaluation of the work site setup; evaluation of worker technique during abatement; conducting the final evaluation of the work site to ensure the scope of work has been completed as agreed.
  - b. Although compliance with the requirements of Cal/OSHA (including occupational air monitoring for lead exposure) is generally the responsibility of the contractor, additional air monitoring may be performed by the Project Manager.
  - c. Clearance wipes sampling of surfaces and/or bulk testing of soil to test for residual lead contamination.
- W. "Non-destructive removal" shall mean the intact excision of lead containing architectural components using techniques that do not damage the leaded materials. The purpose of non-destructive removal is to remove leaded building materials without releasing significant quantities of lead-bearing dust / debris.

- X. "NIOSH" shall mean the National Institute for Occupational Safety and Health (CDC - NIOSH, Building J N.E. Room 3007 Atlanta, GA 30333)
- Y. "Paint film stabilization" shall mean the stabilization of all deteriorated lead-based paint surfaces by removing deteriorating paint (only by using methods approved by HUD and Cal-OSHA), preparing the treated and adjacent areas, by feathering, filling or wet sanding, and repainting, to produce a smooth, paint ready finish.
- Z. "Paint ready" is defined as the treatment of a building component to yield a surface that is smooth, blended with the surrounding contiguous, untreated painted areas, primed and would be considered "professional" in quality by a skilled, experienced painting contractor/professional. All primers must be compatible with both base and top coats of paint. Surface must be ready and able to accept a top coat(s) of finish paint.
- AA. "Plasticize" shall mean to cover, or wrap, specified floors, walls, and furnishings with plastic sheeting.
- BB. "Prior experience" shall mean experience required of the contractor on lead-based paint projects of similar nature and scope to insure capability of performing the lead abatement in a satisfactory manner. Similarities shall be in areas related to material composition, project size, abatement methods required, number of employees and the engineering, work practice and personal protection controls required.
- CC. "Project Manager" shall mean County's Lead Project Manager or Healthy Homes Project Manager. (The Project Manager is Riverside County Public Health Department (951) 358-5096).
- DD. "Regulations" shall include but not be limited to:
  - a. 29 CFR Part 1926.62 Lead (OSHA Lead Standard for Construction work).
  - b. California Code of Regulations Title 8 (8 CCR), Industrial Relations Division 1, Department of Industrial Relations Chapter 4, Division of Industrial Safety Subchapter 4, Construction Safety Orders.
  - c. 8 CCR, sec. 1532.1 regulating exposure to lead in the construction industry.
  - d. 22 CCR, Chapter 10, Hazardous Waste Management Systems.
  - e. 17 CCR sec 35001 et seq, Accreditation, Certification and Work Practices for Lead-based Paint and Lead Hazards.
  - f. EPA's 40 CFR part 745 sections 402 – Lead Renovation, Remodeling, Painting (RRP) rules. Must have an EPA RRP certification as of April 22, 2010 and must follow any applicable Cal-OSHA regulations. Requires use of containment for anyone disturbing lead-based paint or presumed lead-based paint. Failure to comply subject to nuisance standard set forth in Civil Code and Health and Safety Code (\$1,000 per violation). Containment requirement applicable for activities conducted on any building or structure (not limited to public and residential buildings)

- EE. "Removal" shall mean the stripping of any lead containing paint from surfaces or components of a building. Only methods cited in DD "Regulations" may be used to remove lead paint.
- FF. "Wet cleaning" shall mean the process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other utensils that have been dampened with amended water.
- HH. "Window system" consists of casing, trim, aprons, sills, sash balance, glazing, jamb, and windowpane.
- II. "Work area" shall mean the designated rooms, spaces or areas of the project in which lead abatement actions are to be or which may be become contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed, plasticized. A non-contained work area is an isolated controlled-access work area which has not been plasticized nor equipped with a decontamination enclosure system. Work Area is synonymous with "Regulated Area" as defined in 8 CCR sec 1532.1 (i)(6).

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**LEAD ABATEMENT AND HEALTHY HOMES RENOVATION SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**UNIVERSAL ABATEMENT SERVICES, INC.**





**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement .....	5
5. Termination .....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor.....	6
8. Inspection of Service: Quality Control/Assurance .....	6
9. Independent Contractor .....	7
10. Subcontract for Work or Services.....	7
11. Disputes .....	8
12. Licensing and Permits .....	8
13. Use by Other Political Entities .....	8
14. Non-Discrimination .....	8
15. Records and Documents .....	9
16. Confidentiality .....	9
17. Administration/Contract Liaison .....	10
18. Notices.....	10
19. Force Majeure.....	10
20. EDD Reporting Requirements.....	10
21. Hold Harmless/Indemnification.....	11
22. Insurance .....	12
23. General .....	14
Exhibit A - Scope of Service .....	16
Exhibit B - Payment Provisions.....	29
Exhibit C – Section 3 of Housing and Urban Development .....	30
Exhibit D – Definitions.....	32

This Agreement, made and entered into this 9th day of November, 2010, by and between Universal Abatement Services, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of fourteen (14) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

**1.2** CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through November 8, 2011, with the option to renew for two (2) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred eighty thousand dollars (\$280,000.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas (Lead Abatement and Healthy Homes Renovation Services) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Community Health Agency  
P.O. Box 7849  
Riverside, CA 92513

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC-91047-005-12/11); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products

provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

**9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex

in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.



**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Purchasing and Fleet Services  
Attn: Rick Hai  
2980 Washington Street  
Riverside, CA 92504

**CONTRACTOR**

Universal Abatement Services, Inc.  
Attn: Kalani Childs  
1450 S. Burlington Avenue  
Los Angeles, CA 90006

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

**21.2** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.3** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**21.4** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

**21.5** CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**22.2 Workers' Compensation:** If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

**22.3 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**22.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**22.5 General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of

the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**COUNTY:**

**CONTRACTOR:**

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

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

Print Name: Marion Ashley

Print Name: Kalani Childs

Title: Chairman, Board of Supervisor

Title: President

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

Dated: 10-29-10

**EXHIBIT A  
SCOPE OF SERVICE**

**1.1 Scope of Work Summary**

1.1.1 CONTRACTOR shall provide abatement and control of lead-paint hazards of all building components that required lead abatement, including job site setup, work procedures, and finished product.

1.1.2 CONTRACTORs Work Requirements:

1.1.2.1. Mobilization and prep work. This includes site prep of visquine sealing of the affected rooms in accordance with EPA and OSHA standards. Inspectors shall have to perform frequent site visits to insure compliance with OSHA standards for personnel.

1.1.2.2. Removal of contaminated materials. Scrape off lead embedded paint down to the substrate, proper gathering, and containment of debris and perform repair/replacement work to damaged areas.

1.1.2.3. Application of new, people safe paint in workmanlike manner.

1.1.2.4. Clean up, disposal of materials in accordance with EPA and OSHA standards, touch up and demobilization.

1.1.2.5 Bidders must be able to provide worker certifications for lead abatement training (per Toxic Substance Control Act (TSCA) section 402, 403, 404, 405, and 406), insurance coverage for the duration period of the award contract, and State Contractors license.

1.1.2.6 Site setup and cleanup

Work site setup and final subsequent cleanup of the work area are to be in accordance with the standards specified in this document.

1.1.2.7 Disposal of waste products

The classification, testing, and disposal of waste is required and discussed, in detail, in the remainder of the specifications.

1.1.2.8 Unless otherwise specified herein, building components removed as part of Abatement shall be replaced.

1.1.2.9 All such work shall be conducted by experienced abatement personnel who are qualified as specified herein (section 1.3 of these specifications entitled, "Applicable Standards and Guidelines" described below).

**1.2 Description of work**

**1.2.1 County Work Hours**

Because the work to be performed is in residential/business buildings, and to minimize interruption to building occupants, work should be done Monday to Thursday from 08:00 AM to 4:30 PM. With lunch and breaks in accordance with California Labor Code per the normal policy of the performance contractor.

**1.2.2 Time Allowed For Completion of Work**

Depending on the size of the project and with County's consent, the awarded contractor at a maximum shall have four to fifteen (15) contiguous days (weather permitting) to complete the scope of work described herein. Specific time permitted will be dependent upon extent of job. This shall be agreed upon between program manager and contractor. Contractor must start work within two (2) weeks after the notice of award.

**1.3 Applicable Standards and Guidelines (General Requirements)**

1.3.1 The contractor's abatement "supervisor", "project monitor" and "lead worker" shall be certified pursuant to 17 CCR Division 1, Chapter. 8, sec 35001 et. seq, "Accreditation, Certification, and Work Practices for Lead-based Paint and Lead Hazards".

1.3.2 All work under the contract shall be done in strict accordance with all applicable Federal, State, and Local regulations, standards, and codes governing lead abatement and any other trade work done in conjunction with the abatement. Work practices shall comply with 17 CCR Division 1, Chapter. 8, sec 35001 et. seq, 8 CCR 1532.1 and the latest edition of the U.S. Department of Housing and Urban Develop (HUD) Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing.

1.3.3 The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists the most stringent shall be utilized.

**1.4 Submittals and Notices**

1.4.1 CONTRACTOR shall:

1.4.1.1 Submittal of insurance and bonding:

Within Ten (10) working days of notice award, shall submit all bonding and liability insurance coverage as required in the County's General Conditions.

1.4.1.2 At the Pre-start Meeting:

1.4.1.2.1 Submit a written compliance program for lead abatement as specified in Title 8 of the California Code of Regulations (CCR) section 1532.1. Information in these specifications may be used as a basis for complying with these CAL/OSHA regulations.

1.4.1.2.2 Submit documentation satisfactory to the Project Manager that the Contractor's employees (including foremen, supervisors, any other company personnel or agents who may be exposed to airborne lead particulates or who may be responsible for any aspect of lead abatement activities) hold the appropriate "Lead-Related Construction Interim Certification" as issued by California Department of Public Health (CDPH) and described in with 17 CCR Division 1, Chapter. 8.

1.4.1.2.3 With the Building Owner / Project Manager, inspect the premises wherein all abatement and abatement related activities shall occur and submit a statement signed by both, agreeing on building and fixture condition prior to the commencement of work.



1.4.1.2.4 Submit documentation of compliance with 8 CCR 1532.1 (f) regarding respirator fit-testing for all Contractor employees and agents who must enter the work area.

1.4.1.3 During Abatement or HH Renovation Activities

1.4.1.3.1 Submit daily, copies of work site entry logbooks (see section 1.5.3) with information on worker and visitor access.

1.4.1.3.2 Post in the immediate vicinity of the abatement area:

a) A list containing the names, addresses, and telephone numbers of the Contractor, the Building Owner, the Project Manager, and any other personnel who may be required / authorized to enter the abatement area, or assist in the actual abatement itself.

b) Copies of Lead-abatement training certificates for all lead abatement workers and supervisor(s).

c) Emergency phone list as described under 1.6.4.

d) Post the CDPH Form 8551 pursuant to 17 CCR sec 36100 (c).

1.4.2 Project Manager Shall

1.4.2.1 Prior to Commencement of Work:

1.4.2.1.1 Notify any occupants of the impending abatement or HH renovation (if any).

1.4.2.1.2 Submit to the Contractor, all lead-related inspection reports concerning the work site.

1.4.2.2 During Abatement / HH Renovation

1.4.2.2.1 Conduct all necessary quality control monitoring of abatement activities.

**1.5 Site Security**

1.5.1 The abatement area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of Subcontractors, Owner's employees and representatives, State and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the immediate vicinity of the abatement area.

1.5.2 Entry into the abatement area by unauthorized individuals shall be reported immediately to the Project Manager by the Contractor.

1.5.3 A log book shall be maintained in the immediate vicinity of the abatement area. Anyone entering the abatement area must record name, affiliation, time in, and time out for each entry.

1.5.4 Access to and from - each abatement area shall be through designated egress(s). Entry or exit via any other route will be prohibited.

- 1.5.5 Contractor or his agents must have control of lead work area during abatement operations in order to protect work effort and equipment.
- 1.5.6 Contractor shall have Owner's and / or the Project Manager's assistance in notifying building occupants, if any, of impending activity and enforcement of restricted access by Owner's employees.

## **1.6 Emergency Planning**

- 1.6.1 Emergency planning and procedures shall be developed by the Contractor prior to the abatement date. This plan shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, and heat related injury where applicable. Written procedures shall be developed and a copy kept at the work site. Employee training in procedures shall be provided.
- 1.6.2 Emergency planning shall include written notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule, layout of work area. Notification shall include a description of any foreseen hazard that may affect / hamper response capabilities.
- 1.6.3 Employees shall be trained in evacuation procedures in the event of workplace emergencies.
  - 1.6.3.1 For non-life-threatening situations-employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the workplace to obtain proper medical treatment.
  - 1.6.3.2 For life-threatening injury or illness, worker recontamination shall take least priority. After measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.
- 1.6.4 Telephone numbers of all emergency response personnel, as well as the location of the nearest phone, shall be prominently posted in the lead work area.

## **1.7 Pre-Start Meeting**

- 1.7.1 The Contractor, his job site supervisor, project monitor and any on-site health and safety representative shall attend a pre-start job meeting to be scheduled by the Project Monitor. The purpose of this meeting shall be to clarify any ambiguities regarding the job and to coordinate abatement efforts between the Contractor, the Building Owner, and the Project Manager.
- 1.7.2 At this meeting the Contractor shall provide all Submittals as required in section 1.4. In addition, Contractor shall be prepared to provide detailed information concerning sequence of work and performance schedule.

## **1.8 Materials and Equipment**

### **1.8.1 Materials**

- 1.8.1.1 The Contractor shall provide all materials and equipment necessary to complete the abatement as described within these specifications.
- 1.8.1.2 Only new materials shall be used. Damaged, deteriorating, or contaminated materials shall not be used.

- 1.8.1.3 All materials shall be stored safely and in accordance with fire / hazardous materials regulations.
- 1.8.1.4 Adequate supplies of 6 mil thickness polyethylene sheeting, used to plasticize the abatement area, are to be kept on site.
- 1.8.1.5 Polyethylene sheeting may only be attached to stucco walls using adhesives, or adhesive tape, which shall not leave significant residues behind or otherwise damage the underlying surface.
- 1.8.1.6 Contractor shall provide and keep on site an adequate supply of 6 mil polyethylene waste disposal bags and waste disposal containers in which to place any presumed hazardous waste generated by the abatement. Contractor shall supply the necessary hazardous waste container labels.
- 1.8.1.7 An adequate supply of warning signs, as specified in 8 CCR 1532.1 (m), shall be kept on site.
- 1.8.1.8 An adequate supply of yellow "CAUTION" banner tape shall be kept on site to cordon off the abatement area.
- 1.8.1.9 An adequately sized, pre-fabricated enclosure, designed to function as a "change area," or an adequate supply of materials to construct such a facility, shall be delivered to the job site prior to the abatement in the event an adequate change area does not exist on site.

## **1.8.2 Equipment**

- 1.8.2.1 Respirators - Contractor shall provide respiratory protection devices for the abatement crew in compliance with 8 CCR 1532.1. Only respirators tested and approved by the National Institute of Occupational Safety and Health (NIOSH) may be used during the abatement. The least protective respirator acceptable for use on this project shall be half-face air purifying respirators with dual high-efficiency (HEPA) filters.
- 1.8.2.2 Full body disposable protective clothing, including head, body, and foot coverings consisting of material impenetrable by lead particulates (Tyvek or equivalent) shall be provided by Contractor to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.  
  
Alternatively, Contractor may provide the crew with cloth work clothing provided they are managed in accordance with 8 CCR 1532.1 (g).
- 1.8.2.3 Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided by Contractor to all workers and authorized visitors.

- 1.8.2.4 Non-skid footwear and disposable shoe covers shall be provided by Contractor to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
- 1.8.2.5 A sufficient supply of disposable mops, rags, and sponges for work area decontamination shall be available.
- 1.8.2.6 Contractor shall provide hand wash facilities as described in Definition line item S.
- 1.8.2.7 A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrappers, wire, cutters, brushes, utility knives, wire saws, etc.) shall be provided by Contractor as needed.
- 1.8.2.8 Contractor shall provide "Hudson"-type, pump sprayers that can be used to wet down components or areas.
- 1.8.2.9 Contractor shall ensure that a sufficient supply of HEPA filtered vacuum systems be available during cleanup.
- 1.8.2.10 A sufficiently sized construction waste dumpster / bin, or waste hauling truck shall be provided by contractor to transport construction waste off site. Any construction waste not transported off-site at the end of the work day shall be stored in a locked dumpster / truck trailer until pickup.

### **1.8.3 Substitutions**

#### **1.8.3.1 Approval Required**

1.8.3.1.1 The Contract is based on the materials, equipment, and methods described in these Contract Documents.

1.8.3.1.2 The Project Manager shall consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Owner to evaluate the proposed substitution.

1.8.3.1.3 Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Project Manager.

#### **1.8.3.2 "Or equal"**

Where the phrase "or equal" or "or equal as approved by the Project Manager" occurs in the Contract Document, do not assume that materials, equipment or methods shall be approved by the Project Manager. The Project Manager must in fact approve of the substitution in advance of its use.

#### **1.8.3.3 Availability of specified items**

1.8.3.3.1 Contractor shall verify prior to bidding that all specified items will be available in time for the abatement.

1.8.3.3.2 In the event that specified items are not available, notify the Project Manager prior to receipt of bids.

1.8.3.3.3 Costs of delays because of non-availability of specified items, when such delays could have been avoided by the contractor, shall be back-charged as necessary and shall not be borne by the County of Riverside.

1.8.3.4 Alternative Procedures

1.8.3.4.1 Procedures described in this specification are to be utilized at all times.

1.8.3.4.2 If specified procedures cannot be utilized, a request must be made in writing to the Project Manager providing details of the problem encountered and recommended alternatives.

1.8.3.4.3 Alternative procedures shall provide equivalent or greater protection than procedures that they replace.

1.8.3.4.4 Any alternative procedure must be approved in writing by the Project Manager prior to implementation.

**1.9 Execution**

1.9.1 Commencement of work shall not occur until:

1.9.1.1 All pre-abatement submissions, notifications, postings, and permits have been provided and are satisfactory to the County Project Manager.

1.9.1.2 All equipment for abatement, clean-up, and disposal are on hand.

1.9.1.3 All workers training are completed.

1.9.1.4 Contractor receives written permission from Building Owner and Project Manager to commence abatement.

1.9.1.5 A pre-job start safety meeting has been held between the Project Manager and all members of the abatement personnel. This meeting shall include a discussion of the employer's safety program as well as assess worker comprehension of safe work practices.

**1.10 Personnel Protection Requirements**

1.10.1. Training

1.10.1.1 Prior to commencement of abatement activities, contractor shall ensure that all personnel who will be required to enter the work area, or handle containerized lead containing materials, shall have received adequate training.

1.10.1.2 Special on-site training on equipment and procedures unique to this job site shall be performed by the contractor as required.

1.10.1.3 Training in emergency response and evacuation procedures shall be provided by the contractor.

### 1.10.2 Respiratory Protection

- 1.10.2.1 All respiratory protection shall be provided to workers in accordance with 8 CCR. The Contractor is responsible for all Cal/OSHA compliance monitoring.
- 1.10.2.2 Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.
- 1.10.2.3 The use of the abatement techniques described within these specifications is expected to keep air-borne lead emissions below 50 micrograms per cubic meter of air (8 hr -TWA). Thus, for these environment employees are minimally required to wear NIOSH approved 1/2 face respirators with dual HEPA filter-cartridges. However, the Contractor is responsible for air monitoring and must provide additional protection if necessary.
- 1.10.2.4 Fit testing
  - 1.10.2.4.1 Workers must perform positive and negative air pressure fit tests each time a respirator is put on, whenever the respirator design so permits. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
  - 1.10.2.4.2 Workers shall be given a qualitative fit test in accordance with procedures detailed in the Cal/OSHA requirements for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.
  - 1.10.2.4.3 Documentation of adequate respirator fit must be provided to the Project Manager.
- 1.10.2.5 No one wearing a beard shall be permitted to don a respirator and enter the work area.
- 1.10.2.6 A selection of 1/2 face respirators (several makes and sizes) shall be kept at the job site and be made available to authorized visitors. The Contractor and Project Manager shall ensure that all visitors follow appropriate safety protocol and are familiar with the use of respirators.

### 1.10.3 Protective Clothing

- 1.10.3.1 Disposable clothing including head, foot, and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors. Alternatively, launderable clothing shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.
- 1.10.3.3 Hard hats, protective eye wear, gloves, rubber boots, and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.

## **1.11 Preparation**

### **1.11.1 Work Areas**

1.11.1.1 The Contractor shall provide sanitary hand wash and toilet facilities for abatement personnel outside of the abatement area and maintain them in a clean and sanitary condition throughout the project. The establishment of these areas shall be the first step taken in setting up the lead work area. These areas are to be maintained until completion of the abatement.

1.11.1.2 The worker change area shall be in place before abatement can begin. This area shall be maintained until completion of the abatement. Minimal requirements for this area are as follows:

- a) The change area can be as simple as several linked together opaque screens, or as sophisticated as the contractor wishes. The area must, however, be large enough to allow a sufficient number of workers to change in and out of their work clothing without undue delay.
- b) For the sake of privacy, the walls of the area must be opaque and high enough to shield the changing workers from view. Unless conditions on site warrant it, it does not need a roof.
- c) The interior of the area shall be divided into two equal sub-areas: a "clean" area, where un-contaminated street clothes can be stored, and; a "dirty" area where workers will don or doff potentially contaminated work clothing. Each sub-area shall have its own entry/exit point. Street clothed workers shall enter through the "clean" area side, change into work clothes, and exit through the "work clothes area" side.

The two areas need not be physically separated as long as all workers understand the difference between the two designated areas and act accordingly to prevent potential contamination of their street clothes.

- d) A hand wash facility shall be provided inside the change area so workers, having changed out of their work clothes, may wash their hands prior to handling their street clothes, eating, or smoking.

1.11.1.3 The abatement area shall be set up between COUNTY and CONTRACTOR in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 8 (Resident Protection and Worksite Preparation).

1.11.1.4 The abatement area shall be cordoned off with yellow "CAUTION" barrier tape, and all postings displayed as required by regulations.

## **1.12 Workplace Entry and Exit Procedures**

### **1.12.1 Personnel entry and exit**

1.12.1.1 All personnel, before entering the lead work area, shall read and be familiar with all posted regulations, personal protection requirements (including abatement area entry and exit procedures and acceptable hygiene practices) and emergency

procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all on-site personnel.

- 1.12.1.2 All workers and authorized personnel, destined to enter the abatement area, shall enter the "clean" side of the change area, sign the abatement area entry log, change into appropriate work clothes, collect their respirators, and exit through the "dirty" side (respirators do not have to be donned at this time).
- 1.12.1.3 Workers shall then proceed to the designated ingress point of an abatement area where they shall put on respirators and clean shoe covers before actually entering the abatement area.
- 1.12.1.4 A worker who is ready to leave the abatement area shall first remove gross contamination from the outside of respirators and protective clothing by brushing and/or using wet wiping procedures. Then, he shall walk over to the designated egress, pause to remove shoe covers, place the shoe covers in a designated waste receptacle, and proceed on across.
- 1.12.1.5 Once outside the abatement area, the worker may remove his respirator and set it aside only if it is immediately placed in a clean, plastic storage bag, which has been labeled with the workers name. Any tools removed from the abatement area shall be wiped free of obvious contamination with a damp cloth.
- 1.12.1.6 The worker must proceed immediately to the nearest hand wash facility and wash his hands and face.
- 1.12.1.7 An abatement worker who is intending to eat / drink, smoke or leave the lead work area must first proceed to the work change area, enter through the "dirty" side, change out of and properly store his/her work clothes, wash his hands and face, before donning street clothes and exiting through the "clean" side of the change area. Deposit disposable (and launderable) clothing into appropriately labeled containers for disposal (or laundering). Waste water from the hand wash facility may be discharged onto the ground after first being filtered through a 5 um particle filter.
- 1.12.1.8 Each worker shall document his lead work area exit time in the change area log.
- 1.12.1.9 The Contractor shall perform occupational air sampling on the contractor's work crew. However, the Project Manager may conduct additional occupational air sampling. If so, the Contractor and his/her abatement personnel shall cooperate fully with the Project Manager's sampling plan.
- 1.12.1.10 These procedures shall be posted in the change area.

### **1.13 Hazard Control Procedures**

- 1.13.1 In general, all hazard control work shall be conducted in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 11 (Interim Controls), Chapter 12 (Abatement), and Chapter 13 (Encapsulation).



#### **1.14 Clean-up Procedure**

- 1.14.1 Any free components remaining in the abatement area are to be removed to the disposal area.
- 1.14.2 Any wood / paint chips littering the plastic within the abatement area shall be picked up with a HEPA vacuum. Any debris within the HEPA vacuum must be managed as hazardous waste.
- 1.14.3 Any tools remaining within the abatement area are to be wiped free of obvious, gross contamination with a damp cloth.
- 1.14.4 Detailed cleaning work shall be conducted in accordance with the most current edition of HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, specifically Chapter 14 (Cleaning).
- 1.14.5 The area shall then be inspected by the Project Manager and the building owner.
- 1.14.6 On the approval of the Project Manager, the lead abatement warning signs, and the banner tape, shall be removed and respiratory protection can be discontinued.
- 1.14.7 The plastic sheeting covering the ground may now be removed.
- 1.14.8 Any visible paint chips found under plastic sheeting, whether on soil or other surfaces are to be removed and managed as presumed hazardous waste.

#### **1.15 Abatement Waste Disposal Procedures**

- 1.15.1 All waste, both hazardous and non-hazardous, is to be removed from the site by the end of the workday. If for some reason this is not possible, all debris shall be stored in locked containers.
- 1.15.2 Disposal must occur at an authorized site in accordance with regulatory requirements of Federal, State (Title 22) and Local guidelines and regulations (including the California State Department of Health Service, Toxic Substance Control Division).
- 1.15.3 Considerations for Hazardous Waste
  - 1.15.3.1 The contents of the HEPA vacuums used during the abatement (or HEPA vacuums with special power tools if used), Chemical stripper waste (if used), respirator HEPA filters and the damp rags used to wipe down the equipment / plastic sheeting are to be managed as presumptive hazardous waste.
  - 1.15.3.2 Intact painted building components, and other painted construction debris, shall be segregated separately and also managed as presumptive hazardous waste.
  - 1.15.3.3 For these two waste streams, the contractor shall do the following:
    - a) Obtain in advance of the abatement the site-specific EPA identification number used to manifest the waste.
    - b) Test the two wastes in accordance with California Department of Toxic

Substance Control requirements (via Total Threshold Limit Concentration, California Waste Extraction Test, etc.). All analysis must be done by a State accredited hazardous waste laboratory.

- c) Determine if the wastes are hazardous, California special wastes, or non-hazardous construction debris; and manage accordingly.
- d) Hazardous waste must use a Uniform Hazardous Waste Manifest (EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.).
- e) Arrange to have a registered hazardous waste transporter remove the waste to an approved treatment, storage, or disposal (TSD) facility. Transporter shall pick up the waste at the end of the abatement. The Project Manager shall sign the manifest as generator.

#### 1.15.4 Considerations for Non-Hazardous Waste

The remainder of the abatement waste including disposable work clothing, shoe covers, plastic sheeting, and non-painted construction debris are to be managed as non-hazardous construction waste. This debris is to be removed from the site at the end of the abatement. If for some reason the waste cannot be picked up until a later time, the contractor shall insure that it is stored in a locked container.

#### 1.15.5 Hand Wash Facility Waste Water

The wastewater effluent produced by the hand wash facility may be discharged as non-hazardous waste if it is first passed through a 5 um particle filter and tested by the lead abatement contractor. Contractor shall be required to store all wastewater on the job site until acceptable levels are met prior to discharge. Contractor shall maintain laboratory results of discharge water and provide a copy to the County of Riverside.

### 1.16 **Clearance Sampling**

1.16.1 Following the completion of clean-up operations, the contractor shall notify the Project Manager that work areas are ready for clearance samples.

1.16.2 The Project Manager or appropriate designee shall then perform dust wipe samples or soil samples in the work area for lead.

1.16.3 Any areas failing the most current HUD / EPA / State DHS clearance dust requirements (40 ug/ft<sup>2</sup> floors; 250 ug/ ft<sup>2</sup> interior window sills; 400 ug/ ft<sup>2</sup> for window troughs) shall be re-cleaned at the Contractors expense until clearance is met.

### 1.17 **Re-establishment of the Area / Release of the Contractor / Payment**

1.17.1 The Contractor and Owner shall visually inspect the work area for any damage caused by abatement activity. The Contractor shall repair, or arrange to have repaired, such damage.

1.17.2 When all elements of this abatement specification and the contract's general conditions have been completed up to and including 1.17.1, the Contractor's role in the abatement is complete. The Project Manager or appropriate designee shall then instruct the County Purchasing Department to issue payment to Contractor.

**1.18 County Support Activities and Personnel**

**1.18.1 Monitoring**

- 1.18.1.1 The Project Manager or appropriate designee shall monitor Contractor's performance.
- 1.18.1.3 Project Manager or appropriate designee shall perform all environmental sampling (but is not responsible for occupational air sampling) as deemed necessary.
- 1.18.1.4 Project Manager or appropriate designee shall be authorized to issue a STOP WORK order whenever Contractor's work or protective measures are not in accord with published regulations or contractual restrictions.

**1.19 Prevailing Wage (for Healthy Homes projects) - Must provide documentation**

Pursuant to the California Labor Code, the governing board of the Owner has obtained from the director of the Department of Industrial Relations determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which shall be made available to any interested person upon request. The contractor shall comply with all applicable provisions of the California State Labor Code prevailing wages and Compliance of State of California Department of Industrial Relations division of Apprenticeship Standards Labor.

**EXHIBIT B  
PAYMENT PROVISIONS**

**LEAD ABATEMENT SERVICES:**

1. Hourly rate per Scope of Service and requirement in Exhibit A of this Agreement.	\$93.20 per Hour
2. Cost per square footage	\$7.50 per sq/ft
3. Cost for windows for following sizes:	
Small	\$ 350.00 each
Medium	\$ 450.00 each
Large	\$ 550.00 each
4. Cost for doors as follow:	
Interior door	\$ 300.00 each
Exterior door	\$ 650.00 each

**HEALTHY HOMES RENOVATION SERVICES:**

1. Hourly prevailing wage rate per Scope of Service and requirement in Exhibit A of this Agreement.	\$134.63 per Hour
2. Cost per square footage	\$12.00 per sq/ft

**Exhibit C**  
**Section 3 of the Housing and Urban Development**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1978, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particular persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract in excess of 5100,000 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future assisted contracts.

Contractor's Initial 

**Exhibit C (cont.)**

**Section 3 of the Housing and Urban Development**

I, Kalani Childs hereby certify that the business

Entity known as Universal Abatement Services, Inc.  
Print Name  
Print Business Name

is not a Section 3 business. (Please complete the bottom section.)

is a Section 3 business because (check one of the following:)

51 percent or more is owned by Section 3 residents; or

30 percent of the permanent full-time employees are currently Section 3 residents or were Section 3 residents when first hired, if within the past three years (number of employees that are Section 3 residents);

or

3- The business commits in writing to subcontract over 25 percent of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of paragraphs 1 and 2 of this definition;

and

The business was formed in accordance with state law and is licensed under state, county, or municipal law to engage in the business activity for which it was formed.

Section 3 Resident is a person living in San Bernardino or Riverside County who is a Public Housing resident or who is low income.

Low-Income Persons mean families (including single persons) who income does not exceed 80 percent of the median income, as adjusted by HUD, for Riverside and San Bernardino Counties.

Print Name: Kalani Childs

Title: President

Signature: [Handwritten Signature]

Date: 10-29-10

Address: 1450 S Burlington Av.  
Los Angeles, CA 90006

Phone: 213 632-2350

Email: KC@TECCOR.com

Contractor's Initial [Handwritten Initial]

**Exhibit D**  
**Definitions**

- A. "Contractor" shall mean any employee, agent, or representative of the contract company used in conjunction with the performance of the contract.
- B. "MQs" shall mean minimum qualifications.
- C. "County" shall mean the County of Riverside and its Community Health Agency (CHA). For purposes of this Agreement, CHA and County are used interchangeably.
- D. "Abatement" shall mean any set of measures designed to reduce or eliminate lead hazards or lead-based paint from public and residential buildings.
- E. "Abatement Area" shall mean designated rooms, spaces, or areas of the project in which lead abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. Such an area is generally physically isolated or cordoned off from the rest of the work site with access being restricted to properly protected abatement personnel.
- F. "Air monitoring" – Also known as "compliance monitoring" or "air sampling" is the process of measuring the concentration of air-borne hazardous agents in order to determine occupational / environmental exposure. Air monitoring is the responsibility of the Contractor and must be performed by either a California Department of Health Services certified Lead-in-Construction Supervisor or Project Monitor as required by 8 CCR sec 1532, Construction Safety Orders, Lead.
- G. "ANSI" shall mean American National Standards Institute (1430 Broadway, New York, New York 10018)
- H. "Authorized visitor" shall mean the Building Owner (any designated representatives) and any representative of a regulatory or other agency having jurisdiction over the project.
- I. "Building owner" shall mean the Owner or his authorized representative (specifically, the Lead Project Monitor).
- J. "CAL/OSHA" shall mean California Division of Occupational Safety and Health (525 Golden Gate Avenue, P.O. Box 603 San Francisco, CA 94101).
- K. "CCR" shall mean California Code of Regulations. "8 CCR" refers specifically to Title 8 (*Industrial Relations*) of the code.
- L. "Change area" shall mean a private, lead-free designated area, apart and separate from the abatement area where:
  - a) Workers can change in and out of work clothing.
  - b) Workers can store their street clothes in designated areas apart from work clothes in order to prevent cross contamination.

- M. "Discard" shall mean to remove and dispose of work site / abatement-related waste material in accordance with U.S. Environmental Protection Agency, California Environmental Protection Agency, and local regulations.
- N. "Door system" Consist of door jambs, casings, hinges and door.
- O. "Hand washing facility" shall mean a specifically designated area, separate and apart from the abatement area, where flowing potable water, soap and toweling are made available for the washing of the face and hands pursuant to 8 CCR, section 1532.1 (i)(A)(5), and 1527 (waste effluent is to be filtered through a 5 micron particulate filter prior to discharge).
- P. "HEPA filter" shall mean a high efficiency particulate air filter capable of removing particles, 0.3 microns in diameter with 99.97% efficiency.
- Q. "HEPA vacuum" shall mean a vacuum system equipped with HEPA filtration.
- R. "HH" shall mean Healthy Homes
- S. "Lead" is defined as metallic lead, all inorganic lead compounds, and organic lead soaps. Excluded from this definition are all other compounds.
- T. "Lead project manager" shall mean an individual qualified by virtue of experience, education, and certification designated as the Owner's representative and responsible for overseeing the lead abatement project.
- U. "Lead work area" shall mean the area encompassing and including the abatement area where the abatement contractor is reasonably expected to position equipment and personnel as well as conduct other activities associated with the abatement.
- V. "Monitoring" may include the following activities performed by the Owner or Project Manager:
- a. Visual inspection to ensure compliance with all requirements of the work specifications, including: pre-start evaluation of the work site setup; evaluation of worker technique during abatement; conducting the final evaluation of the work site to ensure the scope of work has been completed as agreed.
  - b. Although compliance with the requirements of Cal/OSHA (including occupational air monitoring for lead exposure) is generally the responsibility of the contractor, additional air monitoring may be performed by the Project Manager.
  - c. Clearance wipes sampling of surfaces and/or bulk testing of soil to test for residual lead contamination.
- W. "Non-destructive removal" shall mean the intact excision of lead containing architectural components using techniques that do not damage the leaded materials. The purpose of non-destructive removal is to remove leaded building materials without releasing significant quantities of lead-bearing dust / debris.



- X. "NIOSH" shall mean the National Institute for Occupational Safety and Health (CDC - NIOSH, Building J N.E. Room 3007 Atlanta, GA 30333)
- Y. "Paint film stabilization" shall mean the stabilization of all deteriorated lead-based paint surfaces by removing deteriorating paint (only by using methods approved by HUD and Cal-OSHA), preparing the treated and adjacent areas, by feathering, filling or wet sanding, and repainting, to produce a smooth, paint ready finish.
- Z. "Paint ready" is defined as the treatment of a building component to yield a surface that is smooth, blended with the surrounding contiguous, untreated painted areas, primed and would be considered "professional" in quality by a skilled, experienced painting contractor/professional. All primers must be compatible with both base and top coats of paint. Surface must be ready and able to accept a top coat(s) of finish paint.
- AA. "Plasticize" shall mean to cover, or wrap, specified floors, walls, and furnishings with plastic sheeting.
- BB. "Prior experience" shall mean experience required of the contractor on lead-based paint projects of similar nature and scope to insure capability of performing the lead abatement in a satisfactory manner. Similarities shall be in areas related to material composition, project size, abatement methods required, number of employees and the engineering, work practice and personal protection controls required.
- CC. "Project Manager" shall mean County's Lead Project Manager or Healthy Homes Project Manager. (The Project Manager is Riverside County Public Health Department (951) 358-5096).
- DD. "Regulations" shall include but not be limited to:
  - a. 29 CFR Part 1926.62 Lead (OSHA Lead Standard for Construction work).
  - b. California Code of Regulations Title 8 (8 CCR), Industrial Relations Division 1, Department of Industrial Relations Chapter 4, Division of Industrial Safety Subchapter 4, Construction Safety Orders.
  - c. 8 CCR, sec. 1532.1 regulating exposure to lead in the construction industry.
  - d. 22 CCR, Chapter 10, Hazardous Waste Management Systems.
  - e. 17 CCR sec 35001 et seq, Accreditation, Certification and Work Practices for Lead-based Paint and Lead Hazards.
  - f. EPA's 40 CFR part 745 sections 402 – Lead Renovation, Remodeling, Painting (RRP) rules. Must have an EPA RRP certification as of April 22, 2010 and must follow any applicable Cal-OSHA regulations. Requires use of containment for anyone disturbing lead-based paint or presumed lead-based paint. Failure to comply subject to nuisance standard set forth in Civil Code and Health and Safety Code (\$1,000 per violation). Containment requirement applicable for activities conducted on any building or structure (not limited to public and residential buildings)

- EE. "Removal" shall mean the stripping of any lead containing paint from surfaces or components of a building. Only methods cited in DD "Regulations" may be used to remove lead paint.
- FF. "Wet cleaning" shall mean the process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other utensils that have been dampened with amended water.
- HH. "Window system" consists of casing, trim, aprons, sills, sash balance, glazing, jamb, and windowpane.
- II. "Work area" shall mean the designated rooms, spaces or areas of the project in which lead abatement actions are to be or which may be become contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed, plasticized. A non-contained work area is an isolated controlled-access work area which has not been plasticized nor equipped with a decontamination enclosure system. Work Area is synonymous with "Regulated Area" as defined in 8 CCR sec 1532.1 (i)(6).