

## **Attachment 7 – Industrial Hygienist**

### **A. Phase 1, Preliminary Design:**

The CONSULTANT shall:

1. Ascertain the requirements for each project through a meeting with the COUNTY Representative and a review of an existing schematic layout of each project.
2. In a project review meeting with the COUNTY Representative demonstrate with test data and reports, or otherwise orally describe, the extent of impact of RACM, LBP, or OHM material on the project, quantity of RACM, LBP, or OHM to be removed, encapsulated or otherwise abated, and other elements of each project not illustrated in the preliminary design drawings, but required for a complete and functional project. Monitor and keep COUNTY Representative informed regarding the impact of design issues on the project budget. Upon the written request of the COUNTY, CONSULTANT shall incorporate into each project design such reasonable design and operational changes as the COUNTY deems appropriate as a result of the COUNTY's review processes and impact on each project budget or opinion of probable construction cost. If CONSULTANT disagrees with the COUNTY's request, such disagreement must be registered in writing, and the COUNTY will attempt to reconcile such disagreement. If it is impossible to make reconciliation, the written disagreement will become part of each project's record. However, CONSULTANT shall then comply with the COUNTY request.
3. Confirm existing building systems, including materials and finishes, through visual observations, review of record documents, and discussions with the General Services Department Building Maintenance Superintendent, or other COUNTY Departments as applicable for a specific project. CONSULTANT shall not be responsible for unknown conditions that could not be reasonably identified through the methods described herein. (COUNTY's floor plans provided to CONSULTANT may not have all exact wall locations and functions shown on plans.)
4. Sample CONSULTANT-suspected RACM, LBP, or OHM which may exist in materials, including but not limited to, mechanical systems, roofing, ceilings, floor finishes, wall finishes, mastics, and thermal or acoustic insulation of buildings, and arrange for laboratory testing and analysis of said materials. CONSULTANT's sampling procedures and laboratory's testing procedures shall comply with all applicable Federal, State, and local regulations and laws and written and unwritten standard industry practices followed by the RACM, LBP, or OHM abatement industry.
5. Assist COUNTY Public Works & Development Services Department staff in complying with the regulations and procedures of the San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) Asbestos Demolition / Renovation Summary - Compliance Assistance Bulletin, dated December 27, 1994 as may be amended, as shown in Exhibit B, attached hereto and incorporated herein.

## **Attachment 7 – Industrial Hygienist**

6. Prepare a detailed (preliminary) opinion of probable RACM, LBP, or OHM abatement cost which shall identify the components and requirements of the RACM, LBP, or OHM abatement portion of the project.

a. The opinion of probable RACM, LBP, or OHM abatement cost shall be projected to the midpoint of the probable construction period and include material and labor unit costs, overhead, profit, insurance, taxes, general requirements, supervision, and difficulty factors, and be submitted in the Construction Specifications Institute / Uniform Construction Index (CSI/UCI) format]. Cost associated with consultant establishing base line contamination, contract's daily sampling, managing plan, and final clearance shall also be identified by separate estimate.

b. The opinion of probable RACM, LBP, or OHM abatement cost shall identify escalation and design contingency amounts, which must be approved by the COUNTY. The consultant shall recommend alternate project scheduling that may reduce the cost of the work.

7. Not proceed with the next Phase unless expressly authorized by the COUNTY in writing.

### **B. Phase 2, Construction Documents:**

The CONSULTANT shall:

1. Prepare construction contract plans and/or specifications for the RACM, LBP, or OHM abatement work which shall include but not be limited to personnel monitoring and certifications, action plans, removing and abating RACM, LBP, or OHM, protecting persons and the environment, coordinating with other contractors and complying with applicable Federal, State, and local regulations and laws, and written and unwritten standard industry practices followed by the RACM, LBP, or OHM abatement industries. CONSULTANT's plans and specifications shall be combined with COUNTY's architectural plans and specifications in one (1) construction contract bid package.

2. Prepare the final working drawings from the preliminary design, as modified by the COUNTY, on 24" by 36" sheets and technical specifications on 8-1/2" by 11" pages setting forth in detail the work to be done, the materials, workmanship, finishes, and equipment required for the RACM, LBP, or OHM abatement component of construction. The COUNTY will prepare the COUNTY's standard plan title sheet if required for a specific project.

3. Prepare an opinion of probable RACM, LBP, or OHM abatement cost in order to determine if such work is within the asbestos abatement contract construction budget. If such opinion is greater than such budget, discuss cost reduction options with COUNTY. Monitor and keep COUNTY informed regarding the impact of design issues on the project budget. Upon the request of the COUNTY, CONSULTANT shall incorporate into the design such reasonable changes as the COUNTY deems

## **Attachment 7 – Industrial Hygienist**

appropriate as a result of the COUNTY'S review processes and impact on the project budget or opinion of probable RACM, LBP, or OHM abatement cost. Assist COUNTY in developing base bid and additive bid item schedules. Include alternate or additive bid items, not as separate design drawings but incorporated into the original construction drawings, to allow construction element choices or cost options by the COUNTY. The basis of award of a construction or abatement contract may be on the base bid only, or the base bid plus additive alternates. Additive bid items may be necessary so that the COUNTY will be able to award a contract that does not exceed available construction funds.

4. Review, comment, and/or make recommendations on the form and content of the COUNTY's General Conditions, Special Conditions, and Bid Form as they apply towards this project.

5. In addition to the technical specifications, prepare special or supplemental conditions for the construction contract. The COUNTY will package the CONSULTANT's documents with the COUNTY's approved General Conditions, Notice to Contractors calling for bids, the Bid Form, and related documents to complete the construction contract and bid specifications. Specifications for RACM, LBP, or OHM abatement, if required for a specific project, shall be incorporated by the COUNTY into the bid package.

6. Submit to the COUNTY the projected and final opinion of probable RACM, LBP, or OHM abatement cost in the CSI/UCI format for the base bid work and alternate or additive bid items and coinciding cost for construction monitoring and final clearance. The opinion of probable RACM, LBP, or OHM abatement cost shall be projected to the midpoint of the scheduled construction period to be scheduled by the COUNTY. Differences between the preliminary and final opinion of probable RACM, LBP, or OHM abatement cost shall be explained in writing.

7. Verify the reasonableness of the estimated construction period for construction contract bidding purposes as provided by the COUNTY.

8. Require in CONSULTANT's RACM, LBP, or OHM abatement or construction contract specifications that CONTRACTOR submit for approval to COUNTY and CONSULTANT a plan of action immediately after the bid award for either the RACM, LBP, or OHM abatement contract or project construction contract. Prepare and submit to COUNTY a plan of action required of CONTRACTOR showing surveillance and clearances expected to be performed by CONTRACTOR based on plans and specifications prepared by CONSULTANT.

9. Submit the plans, specifications, and opinion of probable RACM, LBP, or OHM abatement cost to the COUNTY for approval and incorporation in project manual at least seven (7) days in advance of the final design presentation.

## **Attachment 7 – Industrial Hygienist**

10. Deliver to the COUNTY two (2) weeks prior to the advertising date (which will be determined by COUNTY), the final completed original drawings and specifications for COUNTY printing and distribution of bid sets to interested contractors.

11. Submit a list of general and specialty contractors who may be interested in bidding on the project.

12. Attend the pre-bid conference scheduled by the COUNTY.

13. Submit to the COUNTY for review and approval any addenda deemed necessary. Addenda, if any, shall be submitted no later than seven (7) working days prior to the scheduled bid opening.

14. Assist the COUNTY in evaluating the base bids and alternate bid items received.

15. Delete or otherwise change portions of the construction work at the request of the County if the lowest bid proposal for the construction contract exceeds the COUNTY approved opinion of probable construction cost (which will include the CONSULTANT's design contingency amount approved by the COUNTY) by 10% or more, and if the COUNTY rejects all bids. The CONSULTANT shall revise the plans and specifications to comply with such modifications and shall assist the COUNTY in obtaining new proposals from contractors at no additional cost to the COUNTY. Modifications shall be completed on a time schedule commensurate with the scope of the change and as set forth by the COUNTY.

### **C. Phase 3, Construction Observation and Clearance Sampling:**

The CONSULTANT shall:

1. Attend the pre-construction conference scheduled by the COUNTY.

2. Assist COUNTY Public Works Department staff in complying with the regulations and procedures of the San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) Asbestos Demolition / Renovation Summary - Compliance Assistance Bulletin, dated December 27, 1994 as may be amended, as shown in Exhibit B-1, attached hereto and incorporated herein.

3. Assist COUNTY Public Works Department staff in complying with the regulations and procedures of the Department of Industrial Relations, Division of Occupational safety and Health to meet Lead work Pre-Job Notification requirements as shown in Exhibit B-2, attached hereto and incorporated herein.

4. Provide construction observation including but not limited to:

a. Making recommendations to the COUNTY on all claims of the COUNTY or construction contractor (hereinafter called "CONTRACTOR") and all other matters

## **Attachment 7 – Industrial Hygienist**

relating to the execution and progress of work, including interpretation of the CONSULTANT's contract documents.

b. Reviewing and approving the CONTRACTOR's plan of action, employees' health certificates, and other submittals as will be identified under the CONSULTANT's specifications of the asbestos abatement construction contract to confirm the proper asbestos removal procedures, personnel evacuation techniques, required health records, and other procedures required by the CONSULTANT's construction contract specifications are being adhered to by the CONTRACTOR.

c. Immediately requesting COUNTY to issue a Stop Work Order on the CONTRACTOR's work if such work deviates from CONTRACTOR's Plan of Action, as approved by CONSULTANT and COUNTY, during the course of the project until such time the COUNTY issues written approval of said deviation. Work shall proceed following written authorization by the COUNTY Representative at the project site.

d. Evaluating the completion of RACM, LBP, or OHM removal and taking initial and final clearance sampling as will be specified under the CONSULTANT's RACM, LBP, or OHM abatement construction contract specifications.

e. Receiving, reviewing, and analyzing documented, daily monitoring and certified air sampling test results from CONTRACTOR's asbestos monitors or testing labs, as will be specified under applicable sections of the RACM, LBP, or OHM abatement construction contract specifications prepared by CONSULTANT.

f. Performing other related work as will be specified by CONSULTANT for CONSULTANT to perform within the RACM, LBP, or OHM abatement construction contract specifications prepared by CONSULTANT.

g. When authorized by COUNTY, performing other related work required by the CONTRACTOR's Plan of Action, as approved by the CONSULTANT and COUNTY. Any request of deviation from the approved Plan of Action must be expressly authorized by COUNTY in writing before said work will be performed by CONSULTANT.

h. Performing above tasks in accordance with the CONTRACTOR's schedule for removing and clearing areas of RACM, LBP, or OHM.

i. Within two (2) working days of COUNTY's request for information (RFI), responding to the COUNTY Construction Engineer or CONTRACTOR, through the COUNTY Construction Engineer with information and/or drawings needed from CONSULTANT in order to clarify the intent of the construction contract plans and specifications of the project. CONSULTANT shall review CONTRACTOR's cost proposals for all change orders associated with any additional work as may be necessary by the RFI clarification.

## **Attachment 7 – Industrial Hygienist**

j. Recommending and assisting in the preparation of necessary change orders, with supporting documentation, calculations and opinion of probable construction cost, for review and issuance of change orders by the COUNTY Construction Engineer to obtain appropriate agency acceptance and approval. Where the change order arises as a result of a negligent error or omission of the CONSULTANT, the CONSULTANT shall not be compensated as an extra service for time spent or cost incurred in efforts connected with the correction thereof. Any changes to the construction contract shall be made only with written COUNTY approval.

5. Assist COUNTY, at COUNTY's express, written authorization, with any claim resolution process involving CONTRACTOR and COUNTY as specified hereunder, including serving as a witness in connection with any public hearings or legal proceeding, including dispute resolutions required by law. The parties recognize that this clause is provided as a means of expediting resolution of claims among the CONTRACTOR, COUNTY, and CONSULTANT. However, it is understood the CONTRACTOR is not an intended third party beneficiary of this clause. Compensation for these services under this paragraph, number 4, shall be provided under the Extra Services provisions under Article V.C. of this Agreement and shall be computed and invoiced at hourly rates, not to exceed CONSULTANT's normal and customary hourly rates for such services, to be negotiated with COUNTY at the time COUNTY authorizes these services, subject to the following:

a. COUNTY may believe that CONSULTANT's work under this Agreement is connected with negligent errors, or omissions, or problems related to a claim. As a result and upon notice of same by COUNTY, CONSULTANT's payment request for such Extra Services shall be held in suspense by COUNTY until final determination in accordance with Article IX, ("Errors or Omissions Claims and Disputes") of this agreement, or by a court of law of the proportion that CONSULTANT's fault bears to the fault of all parties concerned.

b. Such amounts in suspense, proportionate to the final determination that CONSULTANT's fault bears to the fault of all parties concerned, shall not be paid to CONSULTANT. However, the remainder of such amount held in suspense shall be paid to CONSULTANT when after a final determination in Accordance with Article IX, ("Errors or Omissions Claims and Disputes") of this agreement, or by a court of law, is made, CONSULTANT submits a proper invoice to Public Works & Development Services Department, which will have a maximum of five (5) working days to review, approve, and submit it to the COUNTY Auditor-Controller / Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices will be returned to the CONSULTANT for Correction and re-submittal. Payment, less retention, will be issued to CONSULTANT within twenty-five (25) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives the approved invoice.

6. Require through the construction contract specifications that blue-line "record drawings" be prepared by the CONTRACTOR and submitted to the COUNTY for acceptance by the construction inspector and CONSULTANT. The complete "record

## **Attachment 7 – Industrial Hygienist**

drawing" set shall remain at all times the property of the COUNTY. Changes shall be identified by cloud markings and shall identify date of change and its source, such as from addenda, change order, or clarification.

7. Provide final clearance reports or other required reports to the COUNTY.

8. No final payment to the CONSULTANT will be issued until the services of this Phase have been performed and errors and omissions attributed to the CONSULTANT have been resolved.