

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



April 30, 2020

Lee Paulson
Barnard Construction Company, Inc.
701 Gold Avenue
Bozeman, MT 59715

DWR Service Agreement Number 4600013214 with Barnard Construction Company, Inc.
State Water Project-General Project wide, Sacramento and Statewide
OM07013214001 - SWP Facilities - Request for Industrial Hygiene Services (COVID 19)

Dear Mr. Paulson

This document serves as a letter of authorization (LOA) for Barnard Construction Company, Inc. to perform and/or provide services and/or materials, as detailed within the **attached Scope of Work and Specifications**, under the terms and conditions described in Department of Water Resources (DWR) Service Agreement Number 4600013214.

Cost for the specified work shall not exceed the amount of \$1,109,420.15 in addition to any applicable taxes as detailed in proposal No. 04292020 Rev 1, item 1 issued on April 30, 2020. Additional services or costs not outlined within this LOA shall be issued to the DWR Project Engineer for approval prior to such services being performed or materials being acquired. Such additional services and/or materials that may result in additional costs shall only be approved through the issuance of an amended LOA as directed in the attached *Instructions for Project Correspondence*.

Barnard Construction Company, Inc. shall provide all submittals and requests for information (RFI's), regarding work performed under this LOA, as directed in the attached *Instructions for Submittals & RFI's* and as defined in the attached Scope of Work. Further, DWR shall provide all responses to contractor submittals and RFI's as directed in *Instructions for Submittals & RFI's*.

All orders, directives, instructions, notices, or proposed changes, regarding work directed by this LOA, shall be provided in writing and directed through the DWR Project Engineer by means of the email address specified in the attached *Instructions for Project Correspondence*.

For further instruction or clarification regarding this LOA, please contact the Project Engineer as designated in the attached *Instructions for Project Correspondence*.

Please see COVID-19 letter attached with this letter of authorization (LOA).

Sincerely

Luis Enriquez

Luis Enriquez
Contract Representative
Electrical Engineering Services
DWR - Division of Operations and Maintenance

Armando Ortiz A.

Armando Ortiz
Contract Manager
Electrical Engineering Services
DWR - Division of Operations and Maintenance

Scope of Work

SCOPE OF WORK

1. DESCRIPTION OF SERVICES

Barnard to provide Industrial Hygiene services including cleaning, disinfecting, sanitizing, and quality control oversight to the facilities as identified on Section 2.

2. LOCATIONS AND SERVICES

May be subject to change based on DWR's operational needs, state or federal guidelines:

- o Central California

█ [REDACTED]

- o Southern California

█ [REDACTED]

- b. Each Individual Team:

- o Vehicle and mobile equipment transport capabilities
 - One (1) supervisor
 - Two (3) Technicians

Barnard shall provide two (2) cleaning crews, one (1) Day shift crew for each location and one (1) Night shift crew for each location based on twelve (12) hour shifts or as determined by DWR. These crews will provide continuous cleaning of "high touch" surfaces in DWR "mission critical" facilities to provide a safe and healthy work environment for employees who are considered critical infrastructure workers for any DWR critical operation sites. Team will follow CDC Best Practice Guidelines for cleaning and disinfecting at minimum, as outlined below:

A. Day Shift – Routine Disinfection ¹

1. Maintenance of the Hand Sanitizing Stations (DWR Will Provide) – Must be operational continuously throughout day shift
2. Entry Doors – Exterior & Interior door faces
 - a. Must maintain before AM staff arrives, after AM rush, before lunch, after lunch, before DWR work staff end of duty exit
 - b. Knobs
 - c. Pull/Push Bars
 - d. Door handle edge
 - e. Maintain glass doors – free of prints or smudges
3. Interior doorknobs – 2x per shift
 - a. Remove any smudges if glass
4. Light Switches – 2x per shift
5. Wet mopping of high traffic entrance areas – 2x per shift or when soiled
6. Turn stiles – 2x per shift
7. Bathrooms – twice per day shift or when soiled

¹ Disinfection rates are minimum treatment rates to be achieved.

8. Stairway handrails (top rail) 2x per shift
9. Break room tables before AM break, lunch and PM break as necessary
10. Waiting Area armrests
11. Elevator touch panels, grab bars

B. Night Shift – Deep Cleaning

1. Address all of the above, AND:
 - a. Office desktops (defined areas) 1x
 - b. Computer touch screens, keyboards, mice, printers (high contact areas) – will require DWR approvals 1x
 - c. Deep Clean
 - Lunch/Break rooms 1x
 - Restroom disinfection – 1x per shift
 - Meeting room tabletops and hard surfaces, chair arm rest, all computer devices, teleconference keyboards 1x
 - Waiting areas tabletops and hard surfaces, hard chair arm rest 1x
2. HVAC Supply and Return Grills 1x
3. Elevator walls and floors 1x
4. Work Benches in Plants (with DWR approval) 1x
5. Hand Operated Controls (Under direct DWR supervision) 1x

C. Continuous Wipe Down

1. Use CDC approved disinfectant solution or equivalent
2. Disinfect the high touch surface at the frequency specified or more often if possible
3. Wear appropriate PPE – gloves, eye protection, N95 as needed
4. Change out wiping cloths and sponges frequently to avoid cross contamination
5. Change out gloves after disinfection of restrooms, kitchen/ break rooms, meeting rooms
6. Don fresh gloves between floors

3. CONDITIONS OF SERVICE

- A. All work is to be accomplished by personnel experienced in the type of work to be performed. Barnard will diligently execute all such work. Barnard will provide services on an as-needed and required basis.
- B. Barnard will remain informed of, and in compliance with all federal, State, and local laws, ordinances, rules and regulations while performing all work under this contract, and not withstanding any provision of this contract which may conflict.
- C. DWR will pay Barnard for work and/or services according to provisions of the Contract.

4. COORDINATION

Barnard must attend job walks and preliminary meetings to finalize the Scope of Work (SOW) for each specific Service Request. DWR will determine and coordinate the time and location of

the meetings and will provide project management, oversight and inspection throughout the execution of the work.

5. HAZARDOUS MATERIALS REMEDIATION

DWR will provide a subcontractor to perform remediation services. When subcontractor is unavailable, Barnard will provide remediation services using the following guidelines:

- A. For any work involving hazardous remediation which DWR is unable to perform, Barnard will comply with all Federal, State, and Local rules and regulations for monitoring, remediation, transportation, disposal and any other handling hazardous materials. Barnard will arrange for the abatement and disposal of material through a qualified vendor, acceptable and approved by DWR. DWR agrees to provide Barnard with site-specific Environmental Protection Agency (EPA) identification number for the site where the work is to be performed.
- B. For any instances involving the release of hazardous materials, each party will be responsible for any liability arising by reason of that party's storage, disposal, or release of any hazardous materials in accordance with the provisions of Federal, State, and applicable Local law or regulation, and hereby releases the other party from such responsibility.
- C. Barnard must provide DWR with copies of completed hazardous waste manifests and any other supporting documentation involving the generation, handling, transport and disposal of hazardous waste immediately after signature on each manifest by all required entities. Barnard to provide any necessary certifications and licenses for the required services. Barnard must coordinate with a DWR representative to ensure all Environmental Protection Agency (EPA) ID numbers and manifest information is correct and appropriate for the applicable site. Additionally, a DWR representative will need to be present at all hazardous waste pickups, unless given written notification that they are unable to be present.
- D. Barnard will discuss proper storage locations with DWR prior to bringing, removing, or abating any materials onsite, or before generating any waste.
- E. Barnard to provide Safety Data Sheets to DWR prior to bringing hazardous materials onsite or removing hazardous waste from DWR facilities.

6. TIMELINES AND PROGRESS REPORTS

Barnard will provide detailed schedules before beginning work for each location. Schedules will include all tasks to be performed for each shift. Progress of the work will be continuously monitored by DWR, with updated timelines to be provided by Barnard immediately upon request.

7. INSPECTION OF WORK

Barnard, at all times, will permit DWR representative to inspect work

8. DELAY AND TIME EXTENSIONS

- A. Barnard will notify DWR representative in writing of an occurrence, which may potentially delay the work, as soon as it comes to Barnard's attention.
- B. Barnard will furnish written evidence of the occurrence and extent of the delay to DWR representative. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of Barnard.

9. SUSPENSION OF WORK

- A. DWR representative may suspend work by written order to Barnard if Barnard fails to perform work to DWR's Letter of Authorization or established industry standards, or fails to carry out orders to perform any provisions of the contract. Barnard will immediately comply with the order and will resume the suspended work only upon the direction from DWR representative.
- B. DWR representative will suspend work immediately by verbal directive, if unsafe conditions arise, or if safety violations occur. A written notification by DWR representative, to suspend work, will follow. Barnard will immediately comply with the verbal direction and will resume the suspended work only upon verbal direction from DWR representative. A written notification by DWR representative, to resume work, will follow.

10. ACCEPTANCE OF WORK

After Barnard has finished work, DWR Contract Manager or designee will inspect the work completed and will notify if acceptable to DWR requirements. In the event the work performed is not within DWR requirements, Barnard will be required to re-do the work. Within thirty (30) calendar days of the DWR Contract Manager or designee's inspection of the work, Barnard will submit all required documentation to DWR through the LOA Invoice Submittal Processor (LISP). The documentation will not be submitted to DWR as being or containing material of a proprietary nature.

11. SECURITY

- A. All Barnard's personnel that will be working on-site within SWP facilities will provide government issued identification.
- B. Photography of the outside of buildings or grounds and photography that would document the specific arrangement and layout of the facilities are not allowed.
- C. Barnard will report to specified location as directed by LOA or DWR Representative, where they must sign in and remain until assigned DWR employee arrives to escort Barnard personnel to the worksite.

- D. Barnard will not reproduce paper drawings and photographs that DWR has provided for performing the work. Upon expiration of the contract all paper drawings and photographs that DWR has provided to Barnard will be returned to DWR and all electronic drawings and photographs of DWR facilities, systems, and equipment will be purged from Barnard's and subcontractors' computers.

Instructions for Project Correspondence

Bryan Coulter, Associate Safety Engineer from the Sacramento and Statewide, will be the primary on-site contact for coordinating and directing this work. You may contact Bryan by telephone at (916) 653-9978 or by email at Bryan.Coulter@water.ca.gov. Please contact Bryan **prior as time instructed in scope of work** to pick up or delivery of the equipment and for any additional information regarding directions to the DWR site.

The State Water Project-General Project wide is located at the following address:

California Department of Water Resources
State Water Project-General Project wide
Post Office Box 942836
Sacramento, CA 94236-0001

Labor, material, equipment, and other expenses will be invoiced in accordance with DWR Service Agreement No. 4600013214, Exhibit B, Attachment 1 and/or the proposal.

Submit two (2) copies of each invoice to the Contract Representative at the following address:

Luis Enriquez
Electrical Engineering Services
Division of Operations and Maintenance
Department of Water Resources
Post Office Box 942836
Sacramento, CA 94236-0001

Submit one (1) additional copy of each invoice simultaneously to the DWR Accounting Office at the following address in order to expedite approval and payment:

Accounting Office
Contracts Payable Section, 831
Division of Fiscal Services
Department of Water Resources
Post Office Box 942836
Sacramento, CA 94236-0001

Barnard Construction Company, Inc. is notified that Christopher So will be authorized to act as DWR's Representative on this project. Christopher will be your primary point of contact for this DWR authorized work. All orders, directives, instructions, and notices regarding the project, including any changes in the work, shall be provided in writing to Christopher.

Include the Contract Representative on all correspondence on this project, information as follows:

Luis Enriquez
Electrical Engineering Services
Luis.Enriquez@water.ca.gov

If you have any question or need additional information, Christopher can be reached by telephone at (916) 653-7679 or by email at Christopher.So@water.ca.gov.

Instructions for Submittals & RFI's

Barnard Construction Company, Inc. will provide Engineering Submittals, Invoices and RFI's using DWR's electronic web-based system called LISP (LOA Invoice Submittal Processor). Additionally, DWR's comments and markups will be transmitted back to the Contractor using the same system. After DWR creates a job identification (ID) for the work to be performed under a Letter of Authorization, the contractor will receive a packet containing the following:

- ❖ DWR's website <https://lisp.water.ca.gov> where submittals, RFI's and Invoices are to be uploaded.
- ❖ Login name and password.
- ❖ Job number and title.

COVID-19 Letter

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



March 24, 2020

Dear Vendor,

Due to the current COVID-19 pandemic, the Department of Water Resources (DWR) is reaching out to critical vendors, suppliers and stakeholders to provide information on both internal actions being taken and the status of ongoing project work. DWR and the State of California are taking this situation very seriously and below are the most recent, up-to-date responses by DWR:

- DWR has activated a Department Operations Center (DOC) to address the public health emergency, in alignment with established SEMS/NIMS/ICS guidelines for emergency response.
- Project work will continue on critical infrastructure of the State Water Project (SWP) and other valued assets vital to the health and safety of all Californians. Note that appropriate precautions should be taken for both work at DWR facilities and DWR work occurring at vendor, supplier, and contractor facilities, in accordance with recommendations from the Centers for Disease Control and Prevention and the California Department of Public Health. Information can be found at the following links:

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/nCOV2019.aspx>

- In order to reduce the spread of viruses (including COVID-19) at work, the following important and necessary steps should be taken by all DWR employees and partners to protect themselves and those around them:
 - Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place. Use of hand sanitizer with 65% or more of alcohol is also acceptable.
 - Avoid touching eyes, nose or mouth with unwashed hands.
 - Avoid close contact with people who are sick.
 - Stay away from work, school or other people if you become sick with respiratory symptoms like fever and cough.

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- o Follow guidance from public health officials.
 - o Implement social distancing. Maintain a distance of at least 6 feet from personnel and at least 10 feet for personnel with underlying health issues. For tasks where social distancing cannot be maintained, DWR will collaborate with the vendor to implement a protocol.
 - o Disinfect equipment using 1/3 cup of bleach per gallon of water or UV Sanitizing Light prior to transferring or shipping equipment to the Department.
 - o Disinfect high touch surfaces daily such as tabletops, desks, phones, keyboards, door handles.
 - o Use alternative means of communication, i.e., phone, email, Skype instead of in-person meetings. Limit in-person meetings to no more than 10 people.
- DWR has identified critical staff to support public health and safety and ongoing projects and has directed non-essential staff to work remotely when possible in order to limit personal contact and spread of the virus.
 - Notification: DWR will inform you of any staffing issues that directly relate to our business with your company, including cases of COVID-19 exposure or facility shutdowns, while also maintaining applicable confidentiality standards. In the event that one of your employees or other personnel tests positive for COVID-19 and you have reason to believe any of DWR employees may be impacted, we request that you notify us as soon as possible. All such conversations will be handled in accordance with applicable confidentiality standards.

We are continuing to monitor the situation and react in real time and will provide any updates as they become available. Thank you for your cooperation in this difficult time.

Sincerely,



David R. Duval, Chief
Division of Operations and Maintenance