



CITY OF CARMEL-BY-THE-SEA  
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS  
FOR

**2023 FACILITY RENOVATION PROJECTS**  
**Project Code 22-23-007**

**Mandatory Pre-Bid Conference:**  
**2 PM, Tuesday, August 1, 2023**

**Bidder Questions Due by:**  
**5 PM, Friday, August 11, 2023**

**Responses to Bidder Questions to be Posted on City Website by:**  
**Thursday, August 17, 2023**

**Bid Submittal Due Date and Time:**  
**2 PM, Tuesday, August 22, 2023**

**Bids to be Publicly Opened Immediately after Bid Submittal Due Date and Time:**  
Carmel City Hall Council Chambers on the Eastside of Monte Verde Street between Ocean and 7<sup>th</sup>  
Avenues, Carmel-by-the-Sea


Prepared by  
City of Carmel-by-the-Sea  
Department of Public Works  
Junipero Avenue between Fourth and Fifth Avenue  
Carmel-by-the-Sea, CA 93921  
Website: <http://ci.carmel.ca.us>

TECHNICAL SPECIFICATIONS PREPARED BY:

  
Diane L. Miller, Project Manager  
Ausonio, Inc.

DATE: 07/06/2023

APPROVED FOR CONSTRUCTION:

  
Robert M. Harary, P.E.  
Director of Public Works

DATE: 7/6/2023



**2023 FACILITY RENOVATION PROJECTS**  
**Project Code 22-23-007**

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**CITY OF CARMEL-BY-THE-SEA  
DEPARTMENT OF PUBLIC WORKS**

**PART I: NOTICE TO CONTRACTORS**

The City is requesting bids from firms interested in providing **facility renovations at various buildings**.  
**This work includes but is not limited to:**

1. City Hall Roofing Replacement: Remove and replace existing roof with cedar shingles, or one of two deductive alternate asphalt shingle options. Remove (recycle) and replace copper gutters, downspouts, and flashing with new metal components.
2. Sunset Center (two separate sites)
  - a. Exterior painting: Hazmat (Asbestos and Lead Paint) abatement and monitoring; all paint colors to match existing.
  - b. Cottages window repair: Hazmat (Asbestos and Lead Paint) abatement and monitoring; work consists mainly of removal and replacement of exterior trim components, not glass. All paint colors to match existing.
3. Harrison Memorial Library
  - a. Exterior painting: Hazmat (Asbestos and Lead Paint) abatement and monitoring; all paint colors to match existing.
  - b. Additive Bid Item: Interior painting. Includes moving and storage on site of furniture and art work. Hazmat (Asbestos and Lead Paint) abatement and monitoring; all paint colors to match existing.

See Part V: Specifications, Divisions 01 through 20 included herein, and attached Project No.2022-065 drawings titled CITY HALL ROOFING REPLACEMENT PACKAGE; SUNSET CENTER BUILDING EXTERIOR PAINTING PACKAGE; SUNSET CENTER COTTAGES WINDOW REPAIR PACKAGE; and HARRISON MEMORIAL LIBRARY BUILDING INTERIOR AND EXTERIOR PAINTING PACKAGE, dated 4/24/23 by Ten Over Studio, Inc. This project will be managed by Ausonio, Inc. Construction Management under contract with the City. City buildings are historic and will be occupied during the project. Contractor parking and laydown areas will be available off-street in some locations, but not all. At locations where on-street parking and laydown are required, parking passes will be provided by the City at no cost to the Contractor.

**Submit bids in a sealed envelope to City Hall, attention City Clerk.**

**Mail or deliver sealed bids to the following address by 2:00 pm, Tuesday, August 22, 2023.**

|                             |  |
|-----------------------------|--|
| US Mail                     | City of Carmel-by-the-Sea<br>City Clerk<br>P.O. Box CC<br>Carmel-by-the-Sea, CA 93921  |
| FedEx / UPS / Hand Delivery | City of Carmel-by-the-Sea<br>City Clerk<br>Eastside of Monte Verde<br>Between Ocean and Seventh Avenues<br>Carmel-by-the-Sea, CA 93921 |

Immediately after the deadline, bids will be publicly opened and read in the City Council Chambers. At the time of the bid opening, the successful Bidder must be legally entitled to perform Contracts requiring a California **General (B)** Contractor's License. Any Bidder or Contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the



Contractors' State License Board.

All electricians performing work under this Contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this Contract.

### **SPECIFICATIONS AND BID FORMS**

Specifications, including instructions to Bidders and all necessary Contract documents and forms, are available on-line from the City's website located at <http://ci.carmel.ca.us>. **Submit the original bid proposal unbound with wet signatures (see Appendix A for required Bid Forms for Submittal) in a sealed envelope clearly marked on the exterior 2023 FACILITY RENOVATION PROJECTS (Project Code 22-23-007)** When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date and bid opening time.

### **MANDATORY PRE-BID SITE TOUR**

A Mandatory Site Tour is scheduled for **2:00 pm on Tuesday, August 1, 2023 starting at Sunset Center on San Carlos Street, followed by meeting at Harrison Memorial Library at the corner of Ocean Avenue and Lincoln Street, and concluding at Carmel City Hall, on the Eastside of Monte Verde Street between Ocean and 7<sup>th</sup> Avenues, Carmel-by-the-Sea.** This conference will allow bidders to receive an overview of the Contract. Failure to attend and arrive on time may result in your bid being deemed non-responsive resulting in rejection of your bid.

### **INQUIRIES**

**Only the following individual may be contacted during the bidding period and this individual may only be contacted via email:**

|   |   |
|---|---|
| <b>All Questions shall be submitted to:</b> | <b>Diane L Miller<br/>Project Manager<br/>Email: <a href="mailto:diane@ausonio.com">diane@ausonio.com</a></b> |
|---|---|

To provide adequate response time prior to the bid opening, all questions regarding this Invitation for Bids must be submitted in writing to the appropriate person shown above by the time stated on the cover sheet. If the issue materially affects the Bid, the information will be incorporated into an addendum and posted on the City's website at <http://ci.carmel.ca.us> by the date and time listed on the cover sheet.

No letters or correspondence will be sent notifying prospective Bidders of any modifications or clarifications to the Invitation for Bids. It is the Bidder's responsibility to review all Addenda posted to the City website and to acknowledge Addenda by dating and initialing Bid Forms for Submittal in Appendix A.



## **PREVAILING WAGES**

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts and all public works Contracts for alteration, demolition, repair or maintenance work exceeding one thousand dollars (\$1,000). Local wage rates may be obtained from the Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Contractor awarded a public works Contract that uses a craft or classification not in the general prevailing wage determinations is required to pay the wage rate most closely related in the general determinations, effective at the time of the bid opening.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. See Part III of these Specifications for additional requirements.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Carmel-by-the-Sea shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works Contract subject to the requirements of Chapter 1 of the Labor Code, within five (5) days of the award, but in no event later than the first day in which a Contractor has workers employed upon the public work. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext>) and shall include the name and registration number issued by the DIR pursuant to Section 1725.5 of the Contractor, the name and registration number issued by the DIR pursuant to Section 1725.5 of any subcontractor listed on the successful bid, the bid and Contract award dates, the Contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

### **Additional Information**

In 2014, SB 854 (Chapter 28, Statutes of 2014) created a new system for oversight of prevailing wage compliance by the California DIR. It required Contractors and subcontractors to register with the DIR in order to bid or Contract for public works projects and to submit payroll records directly to the DIR through a new online portal. SB 854 also required cities and other local agencies to notify the DIR online within thirty days after award of a public works Contract.

SB 96 (Chapter 28, Statutes of 2017) was signed into law on June 27, 2017, as a budget trailer bill and became effective immediately. SB 96 refines and expands SB 854's requirements and adds significant penalties for local agencies that fail to comply with prevailing wage requirements. Because prevailing wage requirements apply to all public works Contracts over \$1,000, these new requirements will apply to the vast majority of municipal public works projects.

The Public Contract Code requires Bidders to submit a list of every subcontractor that will perform work in excess of one half of one percent of the Contract price. SB 96 requires that the subcontractor list form now include the DIR registration number for each listed subcontractor. An inadvertent error in listing a subcontractor's DIR number will not be grounds for a bid protest or for rejecting the bid as nonresponsive if the Contractor provides the correct number within 24 hours following the bid opening.

## **BID BOND**

Cash, a certified check or cashier's check, payable to the order of the City of Carmel-by-the-Sea, or a



satisfactory bid bond, in original form (no fax or photocopy shall be accepted), executed by the Bidder and an acceptable surety in an amount equal to 10% of the bid amount shall be submitted with each bid.

### **BID VALIDITY**

No Bidder may withdraw their bid for a period of ninety (90) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of Bidders request to withdraw bid shall be at the sole discretion of the City.

### **RESPONSIBLE BIDDER**

Responsible Bidder as it pertains to this Contract shall be as follows:

1. **Standards of Responsibility:** The City may reject bids on the basis of non-responsibility. A responsible Bidder is one that has the capacity in all respects to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance of the Contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a Bidder has:
  - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
    - i. Adequate workforce to meet multiple critical work schedules at once;
    - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
  - b. A satisfactory record of performance, including but not limited to any prior work performed by Bidder for the City or other agency;
  - c. Evidence of Bidder's ability to provide the required bonding and insurance capacity. Apparent low Bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
  - d. A satisfactory record of integrity, diligence, and professionalism in the specific Contract work;
  - e. The legal qualifications to Contract with the City; and
  - f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
2. **Information Pertaining to Responsibility.** The prospective Contractor shall supply any information requested by the City concerning the responsibility of such Contractor, including the qualifications and performance records of Contractor's employees and proposed subcontractors. If the prospective Contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective Contractor non-responsible on the basis of its failure to provide the requested information to the City.



3. **The City's Duty Concerning Responsibility.** Before awarding a Contract, the City must be satisfied that the prospective Contractor is responsible. The City may use the information provided by prospective Contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective Contractor and prospective Contractor's employees.
4. **Written Determination of Non-responsibility Requirements.** If a Bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible Bidder or offeror. The Bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

### **BID REJECTION**

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the Bidders, the City may reject any or all bids.

### **UNBALANCED BID**

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

### **BIDDER PROTEST**

All bid protests shall follow the procedures set forth below:

- 1) Grounds for Protest. Authority to protest shall be limited to Bidders. A written protest may be filed based on the following grounds:
  - a) Failure of the City to apply correctly the standards of review, evaluation, or scoring of a bid or proposal as specified in the solicitation documents.
  - b) Such other grounds as would create a cause of action at law or in equity.
- 2) Bidder protests must be submitted in writing within five (5) business days after the bid opening. Such protests may be filed immediately after the bid opening. Protests will be accepted in person or via mail, either delivery shall be to City of Carmel-by-the-Sea, Office of the City Clerk, P.O. Box CC, Carmel-by-the-Sea, CA 93921. Once the bid protest package has been received, follow-up communications in reference to the bid protest may be made to the City Clerk's Office by telephone, fax, or email.
- 3) The written formal protest must contain the following:
  - a) Identification of the specific Contract provision, City Purchasing Code and/or other statutory or regulatory provision(s) that the City is alleged to have violated;
  - b) Description of each act alleged to have violated the statutory or regulatory provision(s) identified above;
  - c) A precise statement of the relevant facts that includes dates, timelines, involved parties, and all



supporting documents. Supporting documentation not submitted within the five (5) business days described in this subsection (b) will not be reviewed;

- d) An identification of the issue(s) that need to be resolved that support the protest;
  - e) A statement of the form of relief requested.
- 4) If a timely protest is filed, City Clerk's Office shall notify the involved department(s).
  - 5) The applicable City department(s) will conduct an investigation, gather information, prepare documentation of its findings and make every effort to resolve the protest to the mutual satisfaction of all stakeholders. Whether or not the protest cannot be mutually resolved, the department(s) or City Clerk's Office will notify the protest Bidder(s), in writing. The notice to the protester shall state the basis of Bidder's protest(s), the results of the investigation, findings, recommendation(s) and reasons for the action taken and delivered to the protesting Bidder(s).
  - 6) Bid Protestors may appeal, in writing, to the City Administrator within five (5) business days of receipt of the written notification. The City Administrator shall have five (5) business days to make a decision which shall be final.

### **INTERPRETATION OF SPECIFICATIONS**

Should a Bidder be in doubt as to the true meaning of any item in the Specifications or should Bidder discover items containing discrepancies or omissions, the Project Manager shall be immediately notified. All requests for interpretation must be submitted before the Bidder Questions Due date and time as shown on the Cover, by email to **Diane Miller at [diane@ausonio.com](mailto:diane@ausonio.com)**.

If found necessary, interpretation or correction will be made by written Addendum, a copy of which will be posted on the City website at <http://ci.carmel.ca.us>. Such Addenda are to be considered as part of the Contract documents, and the Bidder shall acknowledge this condition by listing each Addendum by number in his bid. The Project Manager shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than seventy-two (72) hours before bid opening without an accompanying bid time extension. The Project Manager reserves the right to make decisions on extending the bid period.

### **DEFINITIONS**

For the purposes of this document, the following definitions shall apply:

|                              |  |
|------------------------------|--|
| <u>ADA:</u>                  | Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013   |
| <u>BMP:</u>                  | Best Management Practice   |
| <u>BIDDER:</u>               | Party submitting a bid for consideration by the Carmel-by-the-Sea.   |
| <u>CBC:</u>                  | California Building Codes, latest edition.   |
| <u>CITY:</u>                 | The term <u>City</u> refers to and indicates the City of Carmel-by-the-Sea, Monterey County, State of California.                    |
| <u>CONSTRUCTION MANAGER:</u> | The term <u>Construction Manager (CM)</u> refers to and indicates Ausonio, Inc., project representatives under Contract to the City. |



|                                  |  |
|----------------------------------|--|
| <u>CONTRACTOR:</u>               | The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this Contract and specifications.       |
| <u>COUNCIL OR CITY COUNCIL:</u>  | The City Council of Carmel-by-the-Sea.   |
| <u>ENGINEER OR CITY ENGINEER</u> | The term <u>Engineer</u> or <u>City Engineer</u> refers to and indicates the Public Works Director of the City of Carmel-by-the-Sea or his duly authorized representative. |
| <u>DESIGN:</u>                   | The person(s) or firm responsible for the technical accuracy and completeness of the design of the project.  |
| <u>GENERAL PROVISIONS:</u>       | Part III of these Specifications.  |
| <u>IBC:</u>                      | International Building Codes, latest edition.  |
| <u>PLANS:</u>                    | The project plans referred to herein.  |
| <u>SPECIAL PROVISIONS:</u>       | Part IV of these Specifications.   |
| <u>SPECIFICATIONS:</u>           | This document, in its entirety.  |
| <u>STANDARD SPECIFICATIONS:</u>  | Specifications entitled "State of California, Department of Transportation, Standard Specifications" of latest publication.  |
| <u>STANDARD PLANS:</u>           | Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.  |



**PART II: BID PROPOSAL**



CITY OF CARMEL-BY-THE-SEA  
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS  
FOR

**2023 FACILITY RENOVATION PROJECTS**  
**Project Code 22-23-007**

**BID PROPOSAL**

To the Honorable City Council  
City of Carmel-by-the-Sea  
City Clerk  
Eastside of Monte Verde  
Between Ocean and Seventh Avenues  
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for the lump sums and unit prices set forth in the following schedule.

BID APPROVAL:

\_\_\_\_\_  
PRINCIPAL/ OWNER

\_\_\_\_\_  
COMPANY

DATE: \_\_\_\_\_



**2023 FACILITY RENOVATION PROJECTS**  
**Project Code 22-23-007**

\_\_\_\_\_  
COMPANY

**BID SCHEDULE**

| Item No.                                  | Description   | Approx. Quantity | Unit               | Unit Price | Amount    |
|---|---|------------------|--------------------|------------|-----------|
| 1   | Mobilization and Demobilization   | 1                | LS                 |            | \$        |
| 2   | City Hall Roofing Replacement   | 1                | LS                 |            | \$        |
| 3   | Sunset Center Exterior Painting   | 1                | LS                 |            | \$        |
| 4   | Sunset Center Cottages Window Repair  | 1                | LS                 |            | \$        |
| 5   | Harrison Memorial Library Exterior Painting   | 1                | LS                 |            | \$        |
| 6   | Dry Rot Allowance   | 1                | LS                 |            | \$ 20,000 |
| 7   | HazMat Sampling, Testing, and Reporting   | 1                | LS                 |            | \$        |
| 8   | Record Drawings   | 1                | LS                 |            | \$        |
| BASE BID SUBTOTAL (SUBTOTAL A):           |   |                  |                    |            | \$        |
| Additive Bid Items                        |   |                  | \$                 |            |           |
| 9   | Harrison Memorial Library Interior Painting   | 1                | LS                 |            | \$        |
| ADDITIVE BID SUBTOTAL (SUBTOTAL B):       |   |                  |                    |            | \$        |
| Deductive Bid Items                       |   |                  | \$                 |            |           |
| 10  | Presidential Shake TL/AR Composition Shingle Roof (in lieu of wood shingles) at City Hall | 1                | LS                 |            | \$        |
| 11  | Landmark TL/AR Composition Shingle Roof (in lieu of wood shingles) at City Hall           | 1                | LS                 |            | \$        |
| DEDUCTIVE BID SUBTOTAL (SUBTOTAL C):      |   |                  |                    |            | \$        |
| BASIS OF AWARD (SUBTOTAL A + SUBTOTAL B): |   |                  |                    |            | \$        |
| BASIS OF AWARD: (In Words)                |   |                  | (In Figures)<br>\$ |            |           |

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.



## **BASIS OF AWARD**

Award of Contract, if any be made, shall be made to the Contractor with the lowest responsive, responsible bid based on the Total Base Bid (Items 1 through 8) and the Additive Bid Item (Item 9). Total Base Bid + Additive Bid Item).

Pursuant to the provisions of the California Public Contract Code Section 20103.8, the City reserves the option to award any or all of the additive bid items in addition to the original contract after the lowest responsive responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

## **BID ITEM DESCRIPTIONS**

This section covers details of individual items of the Bid Schedule to ensure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

### **1. Mobilization and Demobilization**

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the City and Construction Manager. This item also includes 1) the movement of construction personnel, equipment, supplies and incidentals to and from the project site, 2) obtaining bonds, insurance policies, licenses, and permits required by the Contract documents, 3) project meetings, coordination and all related administrative costs for this Project, 4) coordination with building occupants, 5) providing temporary utilities, 6) coordination with utility providers, 7) providing portable toilets, 8) submitting a Schedule of Values in accordance with Section 013300, 9) tree protection, and 10) Environmental Pollution prevention Requirements in Part IV, pages 17-20.

Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) fringe benefit summary statement, and 8) Storm Water Pollution Prevention Plan. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging areas, if any.

### **2. City Hall Roofing Replacement**

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary to perform demolition of roof materials, demolition of all copper flashing, counter flashing, downspouts and gutters. Existing sheathing is to be protected and remain in place. Install wood shingles, flexible sheet membranes for eave protection, underlayment, and valley protection, and install associated metal flashings and accessories per ASTM standards and in accordance with the Standard Specifications, Plans and Specifications (including but not limited to Drawing Package pages 2-5 and Specification Package Division 02, 07), and as directed by the City and Construction Manager. Contractor is encouraged to recycle the used copper gutters and downspouts. This project will require scheduling coordination with building occupants, including limiting noise during public meetings scheduled for inside the building. Contractor should account for six (6) four-hour long meetings per month. The City will provide a list of all scheduled meetings to the Contractor.



**3. Sunset Center Exterior Painting, including Hazardous Materials Remediation**

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, incidentals and insurance (specifically covering the handling and transportation of lead-containing paint [LCP]), necessary to provide HazMat abatement and abatement oversight services necessary to perform surface preparation and field application of paint systems, stains, and other coatings. Paint all exterior surfaces exposed to view, where indicated on the contract drawings in accordance with the Abatement Specification, Standard Specifications, Plans and Specifications (including but not limited to Drawing Package pages 6-10 and Specification Package Division 02, 09), and as directed by the City and Construction Manager.

**4. Sunset Center Cottages Window Repair, including Hazardous Materials Remediation**

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, incidentals and insurance (specifically covering the handling and transportation of asbestos-containing material [ACM] and lead-containing paint [LCP]), necessary to provide HazMat abatement and abatement observation services necessary to perform selective removal of existing headers, sill plates, trim, mullions, glazing, and framing post elements with selective salvaging for reinstallation as indicated in the drawings. Restore damaged or inoperable window components in such a manner as to maximize the retention of historic fabric while making the windows weather resistant for long-term use and serviceable for cyclical maintenance. Replace all broken and unsound sash cord, restore existing hardware and provide new in-kind hardware at all locations where hardware is missing, Restore all window trim to sound condition and existing appearance, paint and finish all wood elements as necessary to match original finishes, replace cracked, broken or missing glass; remove all deteriorated putty and replace with new; consolidate and repair deteriorated wood sills, framing members and sash rails and stiles; replace all broken or deteriorated parting strips; reinstall required window sashes, and clean all glass, in accordance with the Abatement Specification, Standard Specifications, Plans and Specifications (including but not limited to Drawing Package pages 11-17 and Specification Package Division 02, 08), and as directed by the City and Construction Manager. This project will require scheduling coordination with building occupants, including the Bach Festival offices, Pottery studio, and Yoga studio.

**5. Harrison Memorial Library Exterior Painting, including Hazardous Materials Remediation**

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, incidentals and insurance (specifically covering the handling and transportation of asbestos-containing material [ACM] and lead-containing paint [LCP]), necessary to provide HazMat abatement and abatement observation services necessary to perform surface preparation and field application of paint systems, stains, and other coatings. Paint all exterior surfaces exposed to view, where indicated on the contract drawings, including areas indicated as "to remain", in accordance with the Abatement Specification, Standard Specifications, Plans and Specifications (including but not limited to Drawing Package pages 18-23 and Specification Package Division 02, 08), and as directed by the City and Construction Manager.

**6. Allowance Item: Dry-Rot Repairs**

Measurement and payment for this item shall be on a lump sum (LS) basis, to be billed at Time and Materials rates, which shall be cross-checked with certified payroll. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, incidentals and insurance (specifically covering the handling and transportation of asbestos-containing material [ACM] and lead-containing paint [LCP]), necessary to provide HazMat abatement and abatement observation services necessary to perform dry-rot repairs on the City Hall Roof, Sunset Center exterior, Sunset Center Cottage windows, and Harrison Memorial Library exterior, in accordance with the Abatement Specification, Standard Specifications, Plans and Specifications (including but not limited to Drawing Package pages 1-23 and Specification Package Division 02, 08), and as directed by the City and Construction Manager.

**7. Hazardous Materials Sampling, Testing, and Reporting**

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be



limited to, the furnishing of all labor, materials, tools, equipment, incidentals and insurance (specifically covering the handling and transportation of lead-containing paint [LCP]), necessary to provide Hazardous Materials Abatement observation and monitoring, including sampling, testing, and reporting, in accordance with the Abatement Specification, Abatement Monitoring Specification, Standard Specifications, Plans and Specifications (including but not limited to Drawing Package pages 6-23 and Specification Package Division 01 and 02), and as directed by the City and Construction Manager.

**8. Record Drawings**

Measurement and payment for this item shall be on a lump sum (LS) basis for furnishing to the City a complete set of Record (As-Built) Drawings upon project completion.

**9. Additive Bid Item: Harrison Memorial Library Interior Painting, including Hazardous Materials Remediation**

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, incidentals and insurance (specifically covering the handling and transportation of lead-containing paint [LCP]), necessary to provide moving and storage on-site of furniture, art, and miscellaneous items, HazMat abatement and abatement observation services necessary to perform surface preparation and field application of paint systems, stains, and other coatings. Paint all interior surfaces exposed to view, where indicated on the contract drawings in accordance with the Abatement Specification, Standard Specifications, Plans and Specifications (including but not limited to Drawing Package pages 18-23 and Specification Package Division 02, 08, 20), and as directed by the City and Construction Manager.

**10. Deductive Bid Item: Presidential Shake TL/AR Composition Shingle Roof at City Hall (Specification Section 07 31 13)**

Measurement and payment for this item shall be on a lump sum (LS) basis. This deductive item is to be accounted for as the cost differential between the wood shingle (Bid Item #2) and the Presidential Shake roof system. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to perform demolition of roof materials, demolition of all copper flashing, counter flashing, downspouts and gutters. Existing sheathing is to be protected and remain in place. Install asphalt shingles, flexible sheet membranes for eave protection, underlayment, and valley protection, and install associated metal flashings and accessories per ASTM standards and in accordance with the Standard Specifications, Plans and Specifications (including but not limited to Drawing Package pages 2-5 and Specification Package Division 02, 07), and as directed by the City and Construction Manager. Contractor is encouraged to recycle the used copper gutters and downspouts.

**11. Deductive Bid Item: Landmark TL/AR Composition Shingle Roof at City Hall (Specification Section 07 31 13.1)**

Measurement and payment for this item shall be on a lump sum (LS) basis. This deductive item is to be accounted for as the cost differential between the wood shingle (Bid Item #2) and the Landmark roof system. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to perform demolition of roof materials, demolition of all copper flashing, counter flashing, downspouts and gutters. Existing sheathing is to be protected and remain in place. Install asphalt shingles, flexible sheet membranes for eave protection, underlayment, and valley protection, and install associated metal flashings and accessories per ASTM standards and in accordance with the Standard Specifications, Plans and Specifications (including but not limited to Drawing Package pages 2-5 and Specification Package Division 02, 07), and as directed by the City and Construction Manager. Contractor is encouraged to recycle the used copper gutters and downspouts.



### **LUMP SUM PRICE BREAKDOWN**

Immediately after award of the Contract, the Contractor shall submit a cost breakdown list to Project Manager for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

### **BID CLARIFICATION**

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items, in any order, in addition to the original Contract after the lowest responsive, responsible Bidder has been determined, should the City obtain additional funding for additive alternatives not awarded with the original Contract. All Bid items for the base bid and all additives must be filled out. Incomplete Bid Schedules will render the bid proposal as non-responsive.

Unit prices (fully burdened hourly rates) shall be for all Task Orders including all labor, labor benefits, materials, tools, equipment, taxes, overhead, profit, administration, mobilization and demobilization, storm water compliance, traffic control, and incidentals necessary for a complete job.

If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Do **not** enter "N/A" or leave any bid item blank in the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Carmel-by-the-Sea does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary.

All costs associated with providing bonds, insurance, and ancillary items required by this Contract shall be included in the unit prices for work items.

Bidders may withdraw or revise their bid personally, or upon a written request, or at any time prior to the hour set for the opening of bids, but not thereafter. The City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for the time period specified in Bid Validity of Part I.

The Non-collusion Declaration included in this document shall be executed and submitted with each bid.



**DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No.: \_\_\_\_\_, Class: \_\_\_\_\_, Expiration date: \_\_\_\_\_.

**THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN**

\_\_\_\_\_, COUNTY, CALIFORNIA, ON \_\_\_\_\_, 20\_\_\_\_.

Name of Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

\_\_\_\_\_  
Signature Printed Name and Title

**The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:**

| <b><u>ADDENDA</u></b> | <b><u>DATE RECEIVED</u></b> | <b><u>INITIAL</u></b> |
|-----------------------|-----------------------------|-----------------------|
| 1. _____              | _____                       | _____                 |
| 2. _____              | _____                       | _____                 |

**EXAMPLE PROJECTS**

Bidder shall list at least three (3) jobs of a similar nature completed by Bidder's organization within the past three (3) years. (Please include Reference Contact Information on the following page.)

| <b>Date Completed</b> | <b>Dollar Amount</b> | <b>Organization</b> | <b>Job Type</b> | <b>Project Location</b> |
|-----------------------|----------------------|---------------------|-----------------|-------------------------|
|                       |                      |                     |                 |                         |
|                       |                      |                     |                 |                         |
|                       |                      |                     |                 |                         |



**REFERENCES**

List at least three (3) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

**ORGANIZATION**

|                |          |      |       |     |
|----------------|----------|------|-------|-----|
| Contact Person | Title    |      |       |     |
| Address        | P.O. Box | City | State | Zip |
| Phone Number   | Email    |      |       |     |

**ORGANIZATION**

|                |          |      |       |     |
|----------------|----------|------|-------|-----|
| Contact Person | Title    |      |       |     |
| Address        | P.O. Box | City | State | Zip |
| Phone Number   | Email    |      |       |     |

**ORGANIZATION**

|                |          |      |       |     |
|----------------|----------|------|-------|-----|
| Contact Person | Title    |      |       |     |
| Address        | P.O. Box | City | State | Zip |
| Phone Number   | Email    |      |       |     |

**REFERENCE CHECKS:**

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.



**SUBCONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

| Name of Subcontractor | California Contractor License Number | California DIR Registration Number | Location of Place of Business | Trade or Portion of Work  |
|-----------------------|--------------------------------------|------------------------------------|-------------------------------|---|
|                       |                                      |                                    |                               | <b>Hazardous Materials Remediation (Required)</b>                     |
|                       |                                      |                                    |                               | <b>Hazardous Materials Remediation Testing Consultant (Required)*</b> |
|                       |                                      |                                    |                               |   |
|                       |                                      |                                    |                               |   |
|                       |                                      |                                    |                               |   |
|                       |                                      |                                    |                               |   |
|                       |                                      |                                    |                               |   |

\*This project requires that the Contractor submit information with the Bid Proposal including firm name, licenses, and qualifications of the independent, third party Hazardous Materials Testing consulting firm that will be overseeing the HazMat remediation contractor.



**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [City], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company



**DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_[City], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company



**BID BOND**

**(To be Submitted with Bid)**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Carmel-by-the-Sea** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **2023 FACILITY RENOVATION PROJECTS (Code 22-23-007)**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to ten percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by their duly authorized agents or representatives.

|  |                                  |
|--|----------------------------------|
| _____<br><b>(Bidder/Principal Name)</b>                                |                                  |
| By:  | _____<br>(Signature)             |
|  | _____<br>(Typed or Printed Name) |
| Title:   | _____                            |
| <b>(Attach Notary Public Acknowledgement of Principal's Signature)</b> |                                  |

|  |  |
|--|--|
| _____<br><b>(Surety Name)</b>  |  |
| By:  | _____<br>(Signature of Attorney-In-Fact for Surety)  |
|  | _____<br>(Typed or Printed Name of Attorney-In-Fact) |
| <b>(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)</b> |  |

|  |                      |
|--|----------------------|
| <b>Contact name, address, telephone number and email address for notices to the Surety</b> |                      |
| _____<br>(Contact Name)  |                      |
| _____<br>(Street Address)  |                      |
| _____<br>(City, State & Zip Code)  |                      |
| (_____) _____<br>Telephone   | (_____) _____<br>Fax |
| _____<br>(Email address)   |                      |



**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)  
\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

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

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

\_\_\_\_\_  
(Company)



## **PART III: GENERAL PROVISIONS**

### **BIDDING**

#### **JOB SITE AND DOCUMENT EXAMINATION**

The Bidder is required to thoroughly examine the job site, Specifications including Contract Form (See Appendix B) for the work contemplated, and it will be assumed that the Bidder has investigated and is satisfied as to the requirements of the Specifications, including the Contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination.

#### **BID DOCUMENT COMPLETION**

Proposals to receive consideration shall be made in accordance with the following instructions:

1. The proposal shall be made upon the form provided therefore with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, erasures, or omissions. All submitted documents must be in original form (no photocopies or faxes).
2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a Bidder's bond executed by the Bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City. The amount so posted shall be forfeited to the municipality if the Bidder does not, within fifteen (15) calendar days after written notice that the Contract has been awarded to said Bidder, enter into a Contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the Contract. However, the Director of Contracts and Budgets may order the return of all bid bonds except that of the two (2) lowest Bidders prior to the award.

#### **CONTRACT AWARD AND EXECUTION**

##### **CONTRACT AWARD**

The Contract shall be awarded, if an award is made, to the lowest responsive, responsible Bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

##### **CONTRACT EXECUTION**

A Contract shall not be deemed to have been made between the Contractor and the City until all of the following steps have been completed:

1. Award of the Contract by the City Council,
2. Within fifteen (15) calendar days after written notice that a Contract has been awarded to the Contractor (Notice of Award), the Contractor shall submit two (2) signed original Contracts, required bonds or alternative security, evidence of insurance that conforms to the Contract, and City Business License or evidence of application for said license.
3. Upon approval of the foregoing documents, the City will execute the Contract and return an original to the Contractor.
4. The City will then issue a Notice to Proceed authorizing Contractor to begin work upon approval of



Contract, evidence of insurance and City Business License.

## **SCOPE OF WORK**

### **INTENT**

The work to be done consists of furnishing all labor, materials, methods, processes, tools, equipment, incidentals and machinery, which are necessary and required to complete the Contract in a satisfactory and worker-like manner.

The intent of the Specifications is to prescribe the details for the completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

### **CHANGES AND EXTRA WORK**

The Director of Public Works reserve the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Project Manager to be necessary or advisable, and to require such extra work as may be determined by the Project Manager to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work". Approved Change Orders shall describe the changes or extra work, Contract time adjustments and payment basis for such work as applicable. Change Orders are valid Contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

The City may require the Contractor to work outside approved construction hours noted in Part IV, Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per General Prevailing Wage Rate provisions.

### **CLEANUP**

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

### **CONTROL OF WORK**



## **CONTRACT COMPONENTS**

These specifications, the plans and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Shop drawings required by the Plans, Specifications, Project Manual, or the Scope of Work shall be furnished by the Contractor and approved by the Project Manager before any work relating to the shop drawings is performed unless approval is waived in writing by the Project Manager.

It is mutually agreed that shop drawing approval by the Project Manager does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Architect of Record does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans and specifications shall be in writing. No changes shall be made on any plan, specification or drawing after the same has been approved by the Director of Public Works.

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

## **AUTHORITY**

The Project Manager shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the specifications; all inquiries as to the acceptable fulfillment of the Contract on the part of the Contractor; and all inquiries as to claims and compensation. The Project Manager's response shall be final and the Director of Public Works shall have executive authority to enforce and make effective such responses.

In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the Director of Public Works, or his designee, whose decision thereon shall be final.

## **ASSIGNMENT**

The Contract may be assigned only upon the written consent of the City Council.

## **SUBCONTRACTING**

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control.

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



Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Project Manager, the subcontractor shall be removed immediately on the request of the Project Manager and shall not again be employed on the work.

### **REPRESENTATIVE**

The Contractor shall assign a representative and submit contact information (name, telephone number) to the City Department of Public Works. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions in English which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Project Manager not in conflict with the Contract, and which may be delivered to the Contractor, Contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Project Manager's instructions are in conflict with the Contract, the Contractor shall immediately bring it to the attention of the Project Manager in writing.

### **EQUIPMENT**

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Project Manager to use equipment of a different size or type in place of the equipment specified.

The Project Manager, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Project Manager that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

### **PROPERTY AND FACILITY PRESERVATION**

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing item which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

### **POTENTIAL CLAIMS AND DISPUTE RESOLUTION**

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and



Dispute Resolution, of the Standard Specifications. Also refer to Resolution of Construction Claims in the Special Provisions.

### **CONTRACTOR'S RESPONSIBILITY FOR WORK**

All work which is defective in its construction or deficient in any of the requirements of the plans and specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

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

All work done beyond the lines and grades shown on plans or established by the Project Manager, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Project Manager made under the provisions of this article, the Project Manager shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

### **EMPLOYEES**

All workmanship shall be fully up to the highest standard and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Director of Public Works that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

### **CONTROL OF MATERIALS**

#### **GENERAL**

The Contractor shall furnish without charge such samples of materials and tests of materials as are



required by the Plans, Specifications or the Project Manager . No material shall be used until it has been approved by the Project Manager .

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

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Project Manager. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Project Manager .

Upon failure on the part of the Contractor to comply with any order of the Project Manager made under the provisions of this article, the Project Manager shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the Contractor's expense, all information necessary as required by the Project Manager . The Project Manager shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

#### **MATERIAL SOURCE**

At the option of the Project Manager , the source of supply of each of the materials shall be approved by the Project Manager before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Project Manager .

#### **QUALITY**

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

#### **GUARANTEE**

All materials supplied and all work done under this Contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City. Upon receipt of notice from the Project Manager of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made.



## **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

### **LAWS**

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

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City, which shall be considered for the purpose of Contract to which the specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the Contract price. All permits issued by the City for work done under this Contract shall be issued at no charge.

All Bidders and Contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all Contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

### **NONDISCRIMINATION**

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the Contract.

### **LOCAL BUSINESS POLICY**

The City finds that it is in the public interest to promote utilization of Local Businesses that are small or minority owned such as Disadvantaged Business Enterprises, Minority Business Enterprises, Woman Business Enterprises, Disabled Veteran Business Enterprises in all aspects of purchasing in accordance with applicable law. Accordingly, the City Administrator is authorized to encourage participation of all DBE's, MBE's, WBE's, DVBE's and SLB's located within the City's jurisdiction to the extent allowed by applicable law.

### **LABOR CODE**

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.



An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771 (c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the Contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or Bidder enter any Contract or subcontract, without proof of the Contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime Contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime Contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.

### **WAGES**

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts exceeding twenty-five thousand dollars (\$25,000) and all public works Contracts for alteration, demolition, repair or maintenance work exceeding one thousand dollars (\$1,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a Contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime Contractor of the project is not liable for the penalties described above unless the prime Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

1. The Contract executed between the Contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.



4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available from the California Department of Industrial Relations' Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the Contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the Contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract.



The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

### **CERTIFIED PAYROLL RECORDS**

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Contract.

### **APPRENTICES**

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the Contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

### **WORKING HOURS**

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

### **OCCUPATIONAL SAFETY AND HEALTH STANDARDS**

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

### **EXCAVATION SAFETY**

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the Contract, Contractor shall possess a valid permit at the time of bidding and for the life of the Contract. Contractor shall furnish copies of valid permits to the City Public Works Department. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.



Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Project Manager at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Project Manager if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

#### **PUBLIC CONVENIENCE AND PUBLIC SAFETY**

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file with the Project Manager.

Contractor is to notify the Project Manager of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The Project Manager shall determine the adequacy of said devices and, in cases of dispute, his or her determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

#### **WORKER'S COMPENSATION**

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

#### **RIGHT OF PROPERTY**

Nothing in the Contract shall be construed as vesting the Contractor with any right of property in the



materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City.

### **PATENTS**

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

### **INCREASED FORCE**

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Project Manager.

### **LIABILITIES**

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

### **PROSECUTION AND PROGRESS**

#### **GENERAL**

If at any time in the opinion of the Project Manager, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Project Manager, within the time specified in such notice, the Project Manager in any such case shall have the power to suspend the operation of the Contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Project Manager or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said Contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper completion of the work; or may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the Contract and re-let the work or any part thereof.

Any excess of cost arising therefrom over and above the Contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this Contract shall be forfeited to the City, but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the Contract. The Contractor



and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the Contract price, arising from the suspension of the operations of the Contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

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

### **SUSPENSIONS AND DELAYS**

The Project Manager shall have the authority to suspend the work wholly or in part, for such period as the Project Manager may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the Project Manager may deem necessary due to the failure on the part of the Contractor to carry out Project Manager's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Project Manager and shall not resume work until ordered in writing by the Project Manager.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

### **RIGHTS OF WAY**

Rights-of-way or easements for work will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him or her outside of the limits of rights-of-way or easements. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work, then the Contractor shall have time for the completion of his Contract for the period or periods caused by such delay or delays but shall have no damages against the local entity, its officers, agents or employees.

### **PAYMENT**

#### **GENERAL**

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the Contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related



Contract requirements have been satisfactorily met.

### **PROGRESS PAYMENTS**

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Project Manager shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Project Manager, the work is not proceeding in accordance with the provisions of the Contract, or when in the judgment of the Project Manager, the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Except as set forth in the following paragraph, the Project Manager shall retain five percent (5%) of the value of all work so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the Contract by the Contractor.

The Contractor may elect to receive 100% of payments due under the Contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

### **PAYMENT AFTER CONTRACT ACCEPTANCE**

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Project Manager shall promptly make such inspection, and when the work is found to be acceptable under the Contract and the Contract fully performed, the Project Manager shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the Contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the Contract or the amount due.



**2023 FACILITY RENOVATION PROJECTS**  
**Project Code 22-23-007**

**PART IV: SPECIAL PROVISIONS**

**GENERAL**

The work, in general, consists of **facility renovations at various buildings. This work includes but is not limited to:**

1. **City Hall Roofing Replacement:** Remove and replace existing roof with cedar shingles, or one of two deductive alternate asphalt shingle options. Remove (recycle) and replace copper gutters, downspouts, and flashing with new metal components.
2. **Sunset Center (two separate sites)**
  - a. **Exterior painting:** Hazmat (Asbestos and Lead Paint) abatement and monitoring; all paint colors to match existing.
  - b. **Cottages window repair:** Hazmat (Asbestos and Lead Paint) abatement and monitoring; work consists mainly of removal and replacement of exterior trim components, not glass. All paint colors to match existing.
3. **Harrison Memorial Library**
  - a. **Exterior painting:** Hazmat (Asbestos and Lead Paint) abatement and monitoring; all paint colors to match existing.
  - b. **Additive Bid Item: Interior painting.** Includes moving and storage on site of furniture and art work. Hazmat (Asbestos and Lead Paint) abatement and monitoring; all paint colors to match existing.

See Part V: Specifications, Divisions 01 through 20 included herein, and attached Project No.2022-065 drawings titled **CITY HALL ROOFING REPLACEMENT PACKAGE; SUNSET CENTER BUILDING EXTERIOR PAINTING PACKAGE; SUNSET CENTER COTTAGES WINDOW REPAIR PACKAGE; and HARRISON MEMORIAL LIBRARY BUILDING INTERIOR AND EXTERIOR PAINTING PACKAGE**, dated 4/24/23 by Ten Over Studio, Inc. This project will be managed by Ausonio, Inc. Construction Management under contract with the City. City buildings are historic and will be occupied during the project. Contractor parking and laydown areas will be available off-street in some locations, but not all. At locations where on-street parking and laydown are required, parking passes will be provided by the City at no cost to the Contractor.

**PLANS AND SPECIFICATIONS**

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the **Abatement Specification, Standard Specifications, Standard Plans**, and these **Special Provisions** and the **Plans**, the order of precedence shall be as follows:

**Special Provisions** shall take precedence over **Plans** and the **Plans** shall take precedence over **Abatement Specifications, Standard Specifications** and **Standard Plans**. These **Special Provisions** shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

**CONTRACT BONDS**

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.



The Contractor, at the time of signing and executing the Contract, shall execute and file with the City a Performance Bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the Contract conditional upon the faithful performance of the Contract. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing any Contract in excess of twenty-five thousand dollars (\$25,000), shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of the amount of the Contract in accordance with Public Contract Code §9550 et seq.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a Contract has been awarded to the Contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the Contract with his signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the Contract within fifteen (15) calendar days after written notice that a Contract has been awarded to him.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total Contract amount, including adjustments, or the original performance bond, whichever is greater.

#### **TIME LIMITS**

The Contractor shall submit the Contract with his signature affixed thereto, required bonds or alternative security and evidence of insurance that conforms to the Contract within fifteen (15) calendar days after written notice that a Contract has been awarded to him.

A Notice to Proceed for this Contract will be issued upon receipt of the foregoing documents. The Contractor shall be ready to commence work within fourteen (14) calendar days after the effective date of said Notice to Proceed.

The terms of this Contract shall remain in effect for **One Hundred Twenty (120) Calendar Days** from the effective date of the Notice to Proceed.

**If the Bid Additive for Harrison Memorial Library Interior Painting is awarded, the contract time will be extended by 30 additional calendar days.**

#### **LICENSES AND PERMITS**

Prior to the execution of any Contractual agreements, the successful Bidder shall obtain a City Business License. In addition, the Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from City Community Planning and Building Department. Contractor shall provide a copy of the completed permit(s) to the Public Works Department no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived.

#### **SITE INSPECTION**

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects



of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

### **SUBMITTALS**

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

#### **Submittal Format:**

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.
2. All submittals shall have a cover sheet containing the following:
  - a. Submittal date, submittal number and submittal revision number (as applicable),
  - b. City project name,
3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for which the submittal item pertains to.
4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.
5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

#### **Submittal Content and Product Data:**

1. Contractor shall review and accept submittals prior to submission.
2. Submittals shall contain all required information such as shop drawings, product data, etc.
3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.
4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.



5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

### **PROTECTION OF PRIVATE PROPERTY**

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible.

### **CONSTRUCTION QUALITY CONTROL**

#### **Definitions**

**Quality Management (QM)** - All control and assurance activities instituted to achieve the product quality established by the Contract requirements.

**Contractor Quality Control (CQC)** - The construction Contractor's system to manage, control, and document Contractor's, suppliers', and subcontractor's activities to comply with Contract requirements.

#### **Contractor Responsibility**

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with Contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

#### **The Quality Control Plan**

##### **Quality Control Plans and Procedures.**

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.
2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.
4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a Caltrans-certified lab.
6. Reporting procedures including proposed reporting formats.

#### **QC Plan Implementation**

1. **Preconstruction Conference.** During the pre-construction conference, a mutual understanding



of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, and administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the Contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.

2. **General.** After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
3. **Control of Materials, Tests, and Inspections.** As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review
  - a. **Tests and Inspections:**  
**Abatement Observation/Monitoring**
  - b. **Daily Reports**  
The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.  
  
The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.
4. **Acceptance of Plan.** Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
5. **Notification of Changes.** After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.
6. **Testing and Certification.** The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

## **GUARANTEE**

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warranties.

## **REGULATIONS**

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.



2. California Building Code, latest edition as adopted by the City
3. California Electrical Code, latest edition as adopted by the City
4. California Mechanical Code, latest edition as adopted by the City
5. California Plumbing Code, latest edition as adopted by the City
6. California Green Building Standards Code, latest edition as adopted by the City
7. California Historic Building Code, latest edition as adopted by the City
8. California Occupational Safety and Health Administrative Code, latest edition
9. California Government Code Section 4216, Protection of Underground Infrastructure
10. National Fire Protection Association NFPA 1 Fire Code, latest edition
11. National Fire Protection Association NFPA 13, 13R, 13D Fire Sprinklers Code, latest edition
12. National Fire Protection Association NFPA 72 Fire Alarm Systems Code, latest edition
13. The California Labor Code,
14. Federal Water Pollution Control Act (Clean Water Act), and,
15. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

#### **PUBLIC SAFETY AND PROTECTION OF THE WORK**

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the work area or injury to the public. No separate payment shall be made for such work. If in the opinion of the Project Manager, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefore. Attention is directed to Sections 7-I.03 "Public Convenience" and 7-I.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

#### **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's Contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City.



Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, Contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, Contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

## **INSURANCE**

Contractor shall procure and maintain, at its own cost, in effect throughout the term of the Agreement, and for one (1) year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

### **MINIMUM SCOPE AND LIMITS OF INSURANCE**

1. **Commercial General Liability** ("CGL") Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000-\$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** ISO Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City of Carmel-by-the Sea as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

5. **Surety Bonds** as described in Part IV.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.



If the Contractor maintains **broader coverage and/or** higher limits than the minimums shown above, the City requires and shall be entitled to **the broader coverage and/or** higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

### **CLAIMS MADE POLICIES**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the Contract or the beginning of Contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of Contract work.



3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of Contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. **If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Legal Liability (PLL) policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's PLL policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.**

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### **Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

#### **Subcontractors**

Contractor shall either (1) insure the activities of its subcontractors in its policies; or (2) require and verify that each of its subcontractors procure and maintain insurance meeting all the requirements stated herein, with Contractor ensuring that City of Carmel-by-the-Sea is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

#### **Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

#### **Verification of Coverage**

Contractor shall furnish the City with certificates of insurance and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in the Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under the Agreement.



## **RESOLUTION OF CONSTRUCTION CLAIMS – ALL CONTRACTOR CLAIMS**

### **Applies to ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204)**

1. The following provisions applies to Contracts entered into on or after January 1, 2017.
2. In accordance with Section 9204 of the California Public Contract Code, this Section applies to any claim by a Contractor in connection with a public works project for:
  - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a Contract for a public works project.
  - b. Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
  - c. Payment of an amount that is disputed by the City.
3. Upon receipt of a claim pursuant to this section:
  - a. The City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and a Contractor may, by mutual agreement, extend the time period provided in this subdivision.
  - b. The claim shall be in writing, include reasonable documentation to substantiate the claim as specified in subsection d below, and be accompanied by the following certification:

“CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:  
I, \_\_\_\_\_, BEING THE \_\_\_\_\_  
(MUST BE AN OFFICER) OF \_\_\_\_\_ (GENERAL Contractor), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER LEGAL CONSEQUENCES.”
  - c. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
  - d. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, re-sequencing or acceleration. Contractor shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.
  - e. If the City needs approval from the City Council to provide the claimant a written statement



identifying the disputed portion and the undisputed portion of the claim, and the City Council body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

- f. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 5 of this section shall apply.

4. Following City's written response:

- a. If the claimant disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- b. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- d. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- e. This section does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

5. Failure by the City to respond to a claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

6. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

7. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a



City because privity of Contract does not exist, the Contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the City and, if the original Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

8. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

### **RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER \$375,000**

#### **Applies to claims under \$375,000 for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (California Public Contract Code §20104 et seq.)**

1. In addition to the provisions of California Public Contract Code §9204 set forth in Section Q above which applies to all construction claims for: a) a time extension; b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract which is not otherwise expressly provided for or the Contractor is not otherwise entitled; and c) payment of an amount that is disputed by the City, the following provisions shall also apply to said construction claims of three hundred seventy-five thousand dollars (\$375,000) or less.

2. If, following the meet and confer conference set forth in Section Q.4.a. above, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

3. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

- a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- c. In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure) arbitrators shall, when possible, be experienced in construction law, and (B)



any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

- d. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.
- e. In any suit filed under Section 20104.4 of the California Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

#### **PRE-CONSTRUCTION CONFERENCE**

Prior to the beginning of any work on this project, a conference shall be held at the City's Department of Public Works. The date and time of this conference shall be established by the Contractor contacting that office at **831-620-2070** not less than forty-eight (48) hours in advance of the meeting date and time.

An itemized list of materials and equipment the Contractor proposes to use on specific project Work Orders shall be submitted to the City prior to or during the conference for that project.

A preliminary project timeline shall be submitted to the City prior to or during the preconstruction conference.

#### **LIQUIDATED DAMAGES**

Unless stated otherwise in the Specifications, it is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of One Thousand Dollars (\$1,000.00) per site (Sunset Center and the Sunset Center Cottages are considered two separate sites for the purposes of liquidated damages) per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

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

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

#### **CONSTRUCTION PROCEDURE**

An outline of the proposed construction procedure shall be submitted by the Contractor to the Project



Manager for review and shall obtain his approval before beginning work. The Project Manager will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4-hour interruption). Any interruption more than 4 hours shall be prearranged with the Project Manager. Residence occupant shall be notified with a written notice a minimum of three (3) business days Confirm with Project Manager in advance.
2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.
3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Project Manager a minimum of one week in advance of any interruptions to building operations and parking lots.
4. Minimizing any hazard to the general public.
5. Proper handling of hazardous materials.
6. All work will occur between 8 am and 5 pm Monday through Friday unless otherwise approved in writing.
7. There shall be no work on weekends, City's recognized holidays, and between 7:00 P.M. and 8:00 A.M. on weekdays without written approval from the City. A list of City's recognized holidays is available upon request.
8. Contractor shall notify the Project Manager a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Project Manager prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Project Manager prior to concrete placemat shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.
9. Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Project Manager.

#### **TRAFFIC CONTROL**

A. Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

B. Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

C. A Traffic Control Plan (TCP) shall be submitted to the City Project Manager for approval prior to commencement of work and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Department of Public Works at 831-620-2070 a minimum of three (3) business days in advance as to proposed closures and alternate routes available.



D. A Traffic Control Plan (TCP) is required for all work performed within the public right-of-way. The objective of the plan is to permit a Contractor, or utility, to work within the public right-of-way safely, efficiently, and effectively while maintaining a safe, uniform flow of vehicle traffic. Additionally, a TCP ensures safe provisions for bicyclists and pedestrians to bypass the construction work zone.

E. Every TCP submitted for City review and approval must conform to the following guidelines:

1. TCP shall reflect actual job site conditions.
2. TCPs shall be prepared to scale on 24" x 36" or 11" x 17" sheets.
3. Use legible lettering.
4. Provide a legend for symbols used.
5. Provide a north arrow.
6. Provide a USA/Dig Alert warning stamp.
7. Lay out streets in proper orientation and label streets.
8. Indicate posted speed limits.
9. Show existing crosswalks, bike lanes, striping, ADA ramps, berms, or drainage facilities.
10. Show existing regulatory signs in the vicinity of the Work Zone.
11. Identify the type of construction (i.e. install gas line, pave new driveway).
12. Indicate location and dimensions of the proposed construction Work Zone.
13. Show any equipment/materials staging area, if applicable.
14. Note the Contractor's business name, address, phone number, and license number.
15. Note the name and phone number of a 24-hour contact(s) associated with the Contractor.
16. Indicate the start date and estimated construction completion date.
17. Label proposed temporary construction signs, barricades, and delineators.
18. Label proposed taper lengths, width, and delineator spacing.
19. Label signs/barricades to navigate bicyclists and pedestrians around the Work Zone.
20. Label any proposed temporary parking restrictions.
21. Copy the following General Notes onto the TCP.

F. Traffic Control Plans submitted for City review must include the following General Notes:

1. All traffic control devices shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD).
2. Work hours are 8:00 am – 5:00 pm Monday-Friday.
3. Any night work will require prior written approval from the City Project Manager.
4. The Contractor shall maintain traffic control devices 24 hours per day, 7 days per week.
5. Traffic control devices shall be removed from view when not in use.
6. Travel lanes through construction sites shall be at least 12 feet wide.



7. Temporary "No Parking" signs must be posted at least 48 hours prior to work.
8. Trenches must be backfilled or plated during non-working hours.
9. A flashing arrow board is required on arterial lane closures.

G. The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

H. Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Director of Public Works shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Director of Public Works, the City may furnish and install same and charge the Contractor therefor.

I. The Contractor shall, at his own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the City Project Manager for the proper execution of the work.

J. The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

#### **REMOVAL OF OBSTRUCTIONS**

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the work area called for in the specifications, and as required by the Project Manager.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Project Manager for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

#### **UNDERGROUND UTILITIES**

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the work area. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

#### **UTILITY COMPANY COORDINATION**

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.



### **CONTRACT PLANS AND SPECIFICATIONS**

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the Contract plans and specifications, all of which form a part of the Contract documents and are available in the Public Works Department.

### **DUST CONTROL**

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

### **CONNECTION TO EXISTING UTILITIES**

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

### **SANITARY FACILITIES**

Contractor shall provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Project Manager.

### **INSPECTION OF WORK**

It is the responsibility of the Contractor to call for all required inspections within the required time lines. The City reserves the right to perform random inspections at any time.

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

Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed and the final cleanup performed, the Project Manager will make the final inspection.

### **ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS**

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the Contract. Additionally, Carmel-by-the-Sea Municipal Code Section 17.42.020 Urban Runoff Water Quality and Discharge Management, C. Discharge Prohibitions states,

"No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."

Contractor shall comply with all water quality regulations in Carmel-by-the-Sea Municipal Code Chapter 17.43 Water Quality Protection Ordinance, and State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges.



## **EROSION AND SEDIMENT CONTROL PLAN**

For any project involving ground disturbance, the Contractor shall submit a site-specific Erosion and Sediment Control Plan (ESCP) or Storm Water Pollution Prevention Plan (SWPPP) for City review and approval prior to start of work. The ESCP shall include at a minimum:

- Site topography,
- Nearby watercourses within 200 feet of the project area,
- Location of existing utilities,
- Proposed grading contours,
- Total area of disturbance,
- Locations and installation details of site-specific construction site Best Management Practices (BMPs), including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, stockpile and equipment staging areas, materials storage, and waste management.

Detailed design and implementation guidance for construction BMPs can be found through the California Storm Water Quality Association's Construction BMP Handbook Portal, Caltrans Storm Water Quality Manuals and Handbooks, and the Construction BMP Handbook of the Monterey Regional Stormwater Management Program available at <http://montereysea.org/best-management-practices/>.

## **BEST MANAGEMENT PRACTICES DURING CONSTRUCTION**

Erosion and sediment control BMPs shall be in place and implemented, as appropriate, prior to commencing grading or vegetation removal. The Contractor shall implement and maintain BMPs throughout the life of the project to prevent discharges of pollutants, including trash, to the street, storm drain system, and local waterways.

**Activities to be performed by Contractor include, but are not limited to:**

- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
  - Inlet protections and perimeter controls;
  - Vehicle entry and exit locations;
  - Vehicle parking and storage areas;
  - Disturbed areas of the construction site;
  - Runoff discharge locations;
  - Areas that have not received final stabilization;
  - Areas used for storage of materials that are exposed to wind or rain;
  - Equipment and staging areas that are exposed to wind or rain; and,
  - All waste storage areas.

Where sites have been stabilized, such inspection shall be conducted at least once every month while the project is on-going.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
  - Erosion, or



- Sediments being tracked offsite and into waterways or the storm drainage system, or
- Other pollutants entering waterways or the storm drainage system.

Deficiencies observed during inspections shall be noted and rectified before the end of the workday. Construction site storm water management and control measures shall be implemented year-round regardless of season. All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

#### **Best Management Practices for Concrete and Asphalt Work**

- Protect nearby storm drain inlets and adjacent water bodies prior to breaking up asphalt or concrete (e.g., place sandbags around inlets or work areas) if rain is forecast.
- During saw cutting and grading operations, use as little water as possible. Protect nearby catch basins or gutters, or use materials to contain the slurry. If slurry enters the storm drain system, remove material immediately.
- Remove saw-cut slurry from the work area with a shovel, vacuum, or by sweeping as soon as it is dry or by the end of the day.
- After breaking up old pavement, sweep up materials thoroughly to avoid contact with rainfall and storm water runoff. Recycle as much material as possible, and properly dispose of non-recyclable materials.
- Never dispose of concrete washout into the street, storm drains, drainage ditches, or creeks.
- When conducting asphalt patching or resurfacing, cover and seal nearby storm drain inlets and manholes before applying seal coat, slurry seal, etc. Leave covers in place until job is complete and until all water from emulsified oil sealant has drained or evaporated. Collect waste materials for proper disposal.

#### **Best Management Practices for Paved Area and Surface Cleaning**

- Sidewalks, gutters, plazas, alleyways, driveways, steps, and other outside areas should be cleaned by sweeping preferably. If water is used to clean or rinse (whether by hosing with water only, pressure washing, steam cleaning, or other similar method), only water from the City's non-potable water cistern shall be used and all the wastewater must be collected and disposed of in the sanitary sewer. The wastewater may not runoff into the street or be discharged into the storm drain system.
- Cleaning solvents may not be used outside to clean ground surfaces, such as sidewalks, walkways, plazas, patios, driveways, loading docks, delivery areas, or dumpster areas, unless all the solvent is cleaned up and properly disposed of.
- Wastewater from cleaning windows, walls, and building exteriors may not be discharged to a street or the storm drain system. All the wastewater must be collected and disposed of in the sanitary sewer.
- If water is used to remove paint or graffiti from building exteriors, walls, steps, signs, and other surfaces, the wastewater and paint particles may not be discharged to the street or storm drain system. This wastewater may be discharged to the sanitary sewer if the paint does not contain lead and the large paint particles are filtered out prior to discharge.

#### **POLLUTION PREVENTION EXPECTED OUTCOMES**

Storm water management and control practices shall result in the following outcomes on all project sites, regardless of size:



- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, trash, chemicals, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, Contractor must call 911 immediately and notify City Public Works staff;
- Site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering runoff, chemicals, vegetation clippings or other similar waste shall occur on or into public rights of way, the City's storm water system, or local waterways. Any such discharge shall be cleaned-up promptly;
- No runoff from disturbed or graded areas, or material stockpiles, shall contain sediments and/or pollutants. Run-on shall be diverted away from graded and disturbed construction areas; and,
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

The City's Environmental Compliance Manager or his/her representative may perform periodic site monitoring visits to ensure the Contractor complies with the requirements specified herein. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

#### **TREE PROTECTION REQUIREMENTS**

According to the Carmel-by-the-Sea Municipal Code Section 12.28.340, for the purpose of safeguarding trees during construction, demolition or tree removal, the following conditions shall apply to all trees other than trees for which a removal permit has been issued:

- A. Prior to the commencement of construction, demolition or tree removal, all trees on the building site shall be inventoried by the owner or Contractor as to size, species and location on the lot, and the inventory shall be submitted on a topographical map to the Building Official. This condition may be waived by the Building Official for tree removal and minor demolition.
- B. Damage to any tree during construction, demolition or tree removal shall be immediately reported by a person causing the damage, the responsible Contractor or the owner to the Project Manager, and the Contractor and/or owner shall treat the tree for damage in the manner specified by the Director of Forest, Parks and Beach.
- C. Oil, gasoline, chemicals and other construction materials shall not be stored within the drip line of any tree.
- D. Drains shall be installed according to City specifications so as to avoid harm to trees due to excess watering.
- E. Wires, signs and other similar items shall not be attached to trees.



F. Cutting and filling around the base of trees shall be done only after consultation with the Director of Forest, Parks and Beach, and then only to the extent authorized by the Director of Forest, Parks and Beach.

G. No paint thinner, paint, plaster or other liquid or solid excess or waste construction materials or wastewater shall be dumped on the ground or into any grate between the dripline and the base of the tree, or uphill from any tree where such substance might reach the roots through a leaching process.

H. The property owner/Contractor shall be required to erect protective barricades around all trees on a private building site. These barricades must be in place prior to the start of any construction or demolition activities. Barricades shall be upright two-inch by four-inch planks standing a minimum of eight feet vertically, conforming to the tree, tied with wire or rope forming a maximum of one space between the planks. If the tree's configuration or site conditions do not lend themselves to the installation of this type barricade, the Director of Forest, Parks and Beach will designate alternate tree protection methods. Under certain conditions where soil compaction is probable, fences may also be required around a tree or grouping of trees.

I. Wherever cuts are made in the ground near the roots of trees, appropriate measures shall be taken to prevent exposed soil from drying out and causing damage to tree roots.

J. Trimming cuts shall conform to arboricultural standards and shall be made along the branch bark ridge.

K. Earth surfaces within the drip line of any tree shall not be changed or compacted. All equipment, material, and soil storage shall be kept beyond the drip line of trees.

L. Prior to the start of any construction or demolition activities, the property owner/Contractor is required to spray or have a certified applicator spray the lower six feet of all pine tree trunks with a pesticide approved by the California Department of Food and Agriculture for the treatment of bark beetles.

M. Failure to protect or maintain trees on construction/demolition sites is a violation of the municipal code and grounds for suspension of the building permit. (Ord. 91-4 §§ 1 – 7, 1991; Ord. 84-6 § 1, 1984; Ord. 83-25 § 1(G), 1983; Ord. 81-4 § 12, 1981; Code 1975 § 1237).

## **SUPPLEMENTAL SPECIAL PROVISIONS**

1. **Contractor Parking, Staging, and Access Details. See Exhibit A at the end of this Section.**

## **REQUIRED QUALIFICATIONS**

1. **Abatement of Asbestos must be performed by a California Department of Public Health (CDPH) certified contractor.**
2. **Asbestos: Provide proof of State of California Contractors State License Board license (Asbestos C-22) and proof of Certificate of Registration for Asbestos-Related work with the Division of Occupational Safety and Health (DOSH) in accordance with Labor Code, Section 6501.8.**
3. **Lead: The contractor shall have the EPA's Renovation, Repair and Painting (RRP) certification.**



4. **Certifications:** Encapsulant manufacturer's certification (when required) that the Abatement Contractor is an approved applicator of the encapsulants to be used on this project.

5. **Monitoring, Sampling, Testing, and Reporting of Hazardous Materials Remediation** must be performed by a consultant with the following certifications/affiliations:

- a. California Certified Asbestos Consultant
- b. American Industrial Hygiene Association member
- c. California Department of Occupational Safety and Health Certified Asbestos Consultant

#### **DRAWINGS AND SPECIFICATIONS**

1. **See Exhibit B: Technical Drawings for:**

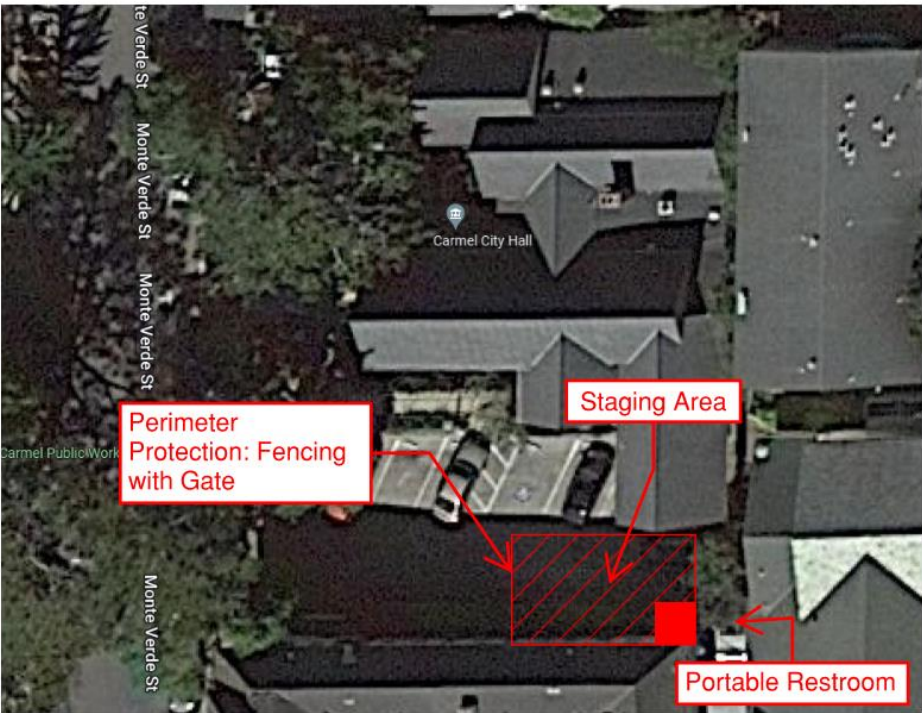
**22-23-007 2023 FACILITY RENOVATION PROJECTS  
City of Carmel-by-the-Sea**

2. **See Part V of this manual for Specifications (DIV 01-20) for:**

**22-23-007 2023 FACILITY RENOVATION PROJECTS  
City of Carmel-by-the-Sea**



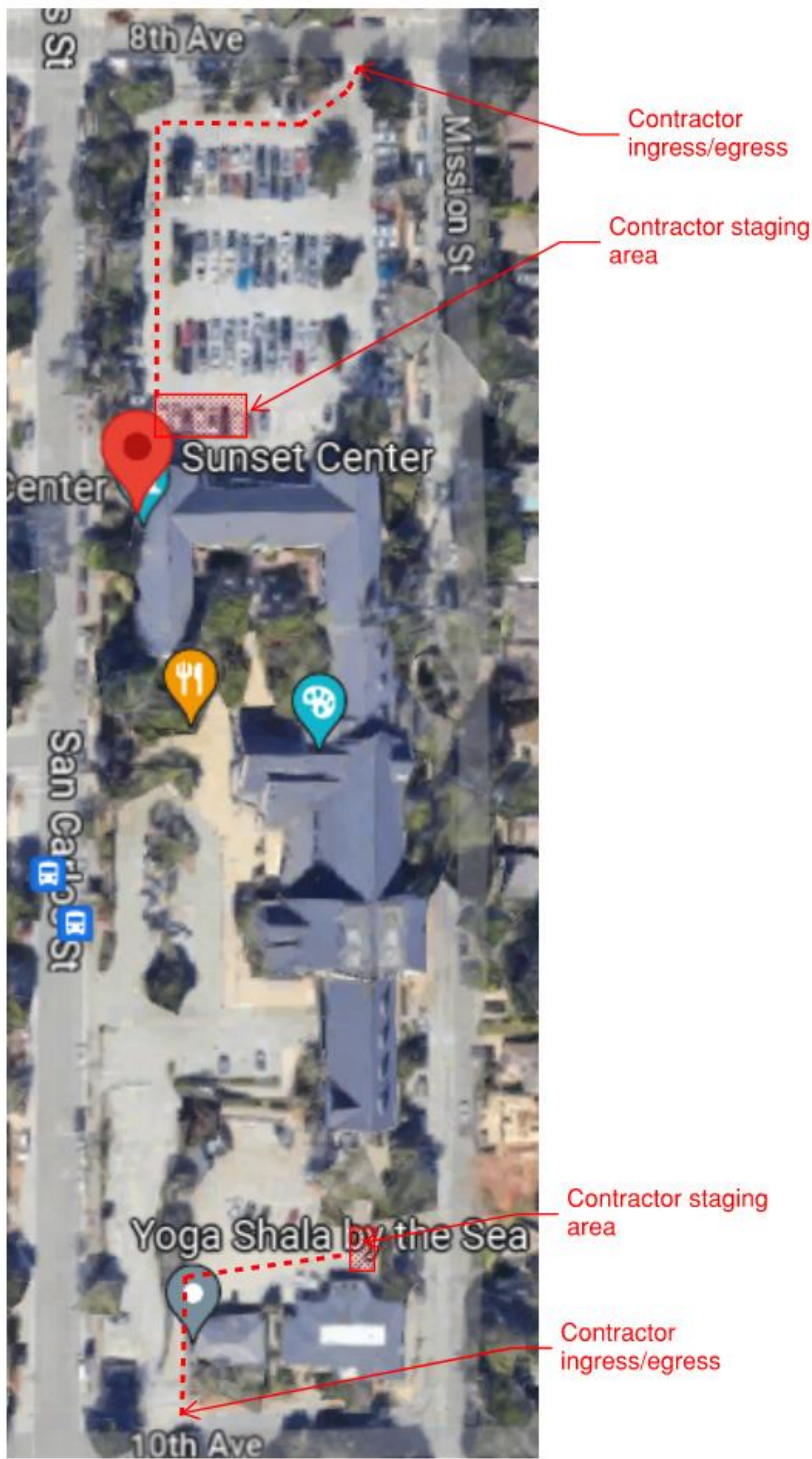
Exhibit A  
City Hall Re-Roofing Logistics Plan



1. Contractor shall assume responsibility for protecting and maintaining safe paths of travel to the building and at the public right-of-way at all times. This includes ADA access at ramp.
2. Contractor to implement measures as necessary to minimize tracking of debris off-site.
3. Trucks shall be escorted during ingress/egress.
4. Site is to be cleaned up daily.
5. Contractor to provide perimeter protection to prevent pedestrians from accessing the job-site.



Sunset Center Logistics Plan





## Harrison Memorial Library Logistics Plan





**APPENDIX A:**  
**BID FORMS FOR SUBMITTAL**





CITY OF CARMEL-BY-THE-SEA  
DEPARTMENT OF PUBLIC WORKS

**BID COVER SHEET**

FOR

**2023 FACILITY RENOVATION PROJECTS**  
**Project Code 22-23-007**

Submit the following items unbound:

| <u>ITEM</u>   | <u>INCLUDED</u> |
|---|-----------------|
| 1. Bid Cover Sheet (this sheet)   | _____           |
| 2. Signed Bid Submission  | _____           |
| 3. Bid Schedule   | _____           |
| 4. Declaration of Bidder, Acknowledgement of<br>Addenda, and Example Projects | _____           |
| 5. References   | _____           |
| 6. Subcontractors List  | _____           |
| 7. Non-collusion Declaration  | _____           |
| 8. Debarment and Suspension Certification                                     | _____           |
| 9. Bid Bond   | _____           |
| 10. Certification of Worker's Compensation<br>Insurance                       | _____           |

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

By: \_\_\_\_\_  
Company Name Signature





CITY OF CARMEL-BY-THE-SEA  
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS  
FOR

**2023 FACILITY RENOVATION PROJECTS**  
**Project Code 22-23-007**

**BID PROPOSAL**

To the Honorable City Council  
City of Carmel-by-the-Sea  
City Clerk  
Eastside of Monte Verde  
Between Ocean and Seventh Avenues  
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for the lump sums and unit prices set forth in the following schedule.

BID APPROVAL:

\_\_\_\_\_  
PRINCIPAL/ OWNER

\_\_\_\_\_  
COMPANY

DATE: \_\_\_\_\_



**2023 FACILITY RENOVATION PROJECTS**  
**Project Code 22-23-007**

\_\_\_\_\_  
COMPANY

**BID SCHEDULE**

| Item No.  | Description   | Approx. Quantity | Unit               | Unit Price | Amount    |
|---|---|------------------|--------------------|------------|-----------|
| 1   | Mobilization and Demobilization   | 1                | LS                 |            | \$        |
| 2   | City Hall Roofing Replacement   | 1                | LS                 |            | \$        |
| 3   | Sunset Center Exterior Painting   | 1                | LS                 |            | \$        |
| 4   | Sunset Center Cottages Window Repair  | 1                | LS                 |            | \$        |
| 5   | Harrison Memorial Library Exterior Painting   | 1                | LS                 |            | \$        |
| 6   | Dry Rot Allowance   | 1                | LS                 |            | \$ 20,000 |
| 7   | HazMat Sampling, Testing, and Reporting   | 1                | LS                 |            | \$        |
| 8   | Record Drawings   | 1                | LS                 |            | \$        |
| BASE BID SUBTOTAL (SUBTOTAL A):                     |   |                  |                    |            | \$        |
| Additive Bid Items                                  |   |                  | \$                 |            |           |
| 9   | Harrison Memorial Library Interior Painting   | 1                | LS                 |            | \$        |
| ADDITIVE BID SUBTOTAL (SUBTOTAL B):                 |   |                  |                    |            | \$        |
| Deductive Bid Items                                 |   |                  | \$                 |            |           |
| 10  | Presidential Shake TL/AR Composition Shingle Roof (in lieu of wood shingles) at City Hall | 1                | LS                 |            | \$        |
| 11  | Landmark TL/AR Composition Shingle Roof (in lieu of wood shingles) at City Hall           | 1                | LS                 |            | \$        |
| DEDUCTIVE BID SUBTOTAL (SUBTOTAL C):                |   |                  |                    |            | \$        |
| BASIS OF AWARD (SUBTOTAL A + SUBTOTAL B):           |   |                  |                    |            | \$        |
| BASIS OF AWARD: (In Words)                          |   |                  | (In Figures)<br>\$ |            |           |
| DEDUCTIVE BID SUBTOTAL (SUBTOTAL C):                |   |                  |                    |            | \$        |
| GRAND TOTAL (SUBTOTAL A + SUBTOTAL B - SUBTOTAL C): |   |                  |                    |            | \$        |
| BASIS OF AWARD: (In Words)                          |   |                  | (In Figures)<br>\$ |            |           |

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.



**DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. \_\_\_\_\_, Class: \_\_\_\_\_, Expiration date: \_\_\_\_\_.

**THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN**

\_\_\_\_\_ COUNTY, CALIFORNIA, ON \_\_\_\_\_, 201\_\_\_\_.

Name of Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

\_\_\_\_\_  
Signature Printed Name and Title

**The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:**

**ADDENDA****DATE RECEIVED****INITIAL**

|          |       |       |
|----------|-------|-------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |

**EXAMPLE PROJECTS**

Bidder shall list at least three (3) jobs of a similar nature completed by Bidder's organization within the past three (3) years. (Please include Reference Contact Information on the following page.)

| Date Completed | Dollar Amount | Organization | Job Type | Project Location |
|----------------|---------------|--------------|----------|------------------|
|                |               |              |          |                  |
|                |               |              |          |                  |
|                |               |              |          |                  |



**REFERENCES**

List at least three (3) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

**ORGANIZATION**

|                |          |      |       |     |  |
|----------------|----------|------|-------|-----|--|
| Contact Person | Title    |      |       |     |  |
| Address        | P.O. Box | City | State | Zip |  |
| Phone Number   | Email    |      |       |     |  |

**ORGANIZATION**

|                |          |      |       |     |  |
|----------------|----------|------|-------|-----|--|
| Contact Person | Title    |      |       |     |  |
| Address        | P.O. Box | City | State | Zip |  |
| Phone Number   | Email    |      |       |     |  |

**ORGANIZATION**

|                |          |      |       |     |  |
|----------------|----------|------|-------|-----|--|
| Contact Person | Title    |      |       |     |  |
| Address        | P.O. Box | City | State | Zip |  |
| Phone Number   | Email    |      |       |     |  |

**REFERENCE CHECKS:**

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.



**SUBCONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

| Name of Subcontractor | California Contractor License Number | California DIR Registration Number | Location of Place of Business | Trade or Portion of Work  |
|-----------------------|--------------------------------------|------------------------------------|-------------------------------|---|
|                       |                                      |                                    |                               | <b>Hazardous Materials Remediation (Required)</b>                     |
|                       |                                      |                                    |                               | <b>Hazardous Materials Remediation Testing Consultant (Required)*</b> |
|                       |                                      |                                    |                               |   |
|                       |                                      |                                    |                               |   |
|                       |                                      |                                    |                               |   |
|                       |                                      |                                    |                               |   |
|                       |                                      |                                    |                               |   |

\*This project requires that the Contractor submit information with the Bid Proposal including firm name, licenses, and qualifications of the independent, third party Hazardous Materials Testing consulting firm that will be overseeing the HazMat remediation contractor.



**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [City], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company



**DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company



**BID BOND**

**(To be Submitted with Bid)**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Carmel-by-the-Sea** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **2023 FACILITY RENOVATION PROJECTS (Code 22-23-007)**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to ten percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by their duly authorized agents or representatives.

|   |
|---|
| <div style="text-align: center;">_____<br/><b>(Bidder/Principal Name)</b></div><br><div>By: _____<br/>(Signature)</div><br><div>_____<br/>(Typed or Printed Name)</div><br><div>Title: _____</div><br><div><b>(Attach Notary Public Acknowledgement of Principal's Signature)</b></div> |
|---|

|   |
|---|
| <div style="text-align: center;">_____<br/><b>(Surety Name)</b></div><br><div>By: _____<br/>(Signature of Attorney-In-Fact for Surety)</div><br><div>_____<br/>(Typed or Printed Name of Attorney-In-Fact)</div><br><div><b>(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)</b></div> |
|---|

|  |
|--|
| <div style="text-align: center;"><b>Contact name, address, telephone number and email address for notices to the Surety</b></div><br><div>_____<br/>(Contact Name)</div><br><div>_____<br/>(Street Address)</div><br><div>_____<br/>(City, State &amp; Zip Code)</div><br><div>(_____) _____ (_____) _____<br/>Telephone Fax</div><br><div>_____<br/>(Email address)</div> |
|--|



**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

3. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

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

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

\_\_\_\_\_  
(Company)



**APPENDIX B:**  
**SAMPLE CONTRACT,**  
**PERFORMANCE BOND,**  
**AND PAYMENT BOND**



## **SAMPLE CONTRACT**

### **CITY OF CARMEL-BY-THE-SEA AGREEMENT FOR CONTRACTOR SERVICES**

**Contractor name**  
**Project Service**  
**Contract #**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of \_\_\_\_\_, 20\_\_\_\_, between the City of Carmel-by-the-Sea, a municipal corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_, ("Contractor") whose current and valid Contractor's License # \_\_\_\_\_, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement will commence on \_\_\_\_\_ and will remain and continue in effect until tasks described herein are completed, but in no event later than \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Contractor must perform the tasks described and set forth in Exhibit "A," attached hereto and incorporated herein as though set forth in full. Contractor must complete the tasks according to the schedule of performance which is also set forth in Exhibit "A." Exhibit "A" may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor. ("Contract Documents".)

3. **PERFORMANCE**

(a) Contractor must at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

(b) Contractor must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and must comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor will be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and must post danger signs warning against known or reasonably foreseeable or unusual hazards.

(c) Contractor acknowledges that it is familiar with City's policies for the protection of trees and agrees to take all reasonable precautions to protect trees not subject to trimming or removal from damage which might be cause during the work to be performed. (See Carmel-by-the-Sea Municipal Code Chapter 12.28).

(d) At all times during the term of this Agreement, Contractor must have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

(e) The Contractor will obtain a valid City Business License and must maintain said Business License for the term of this Agreement and any extensions thereof.

(f) Contractor will keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor must at all times observe and comply with all such laws and regulations. City, its officers and employees, will not be liable at law or in equity occasioned by failure of Contractor to comply



with this Section. Contractor further agrees to indemnify and hold City, its officers and employees harmless for any such violation of law or regulation, as further set out under paragraph 11 of this agreement.

(g) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

(h) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf may refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Contractor acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

(i) Contractor must maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "D" attached to and part of this agreement. To insure performance, Contractor and any subcontractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the Contract.

(j) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Carmel-by-the-Sea in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Carmel-by-the-Sea will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section will be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

#### 4. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "E" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement will take precedence over those contained in the Contractor's proposals.

#### 5. CITY MANAGEMENT

The Public Works Director or Project Manager will represent City in all matters pertaining to the administration of this Agreement, review and approve of all products submitted by Contractor. However, the Public Works Director nor the Project Manager will not have the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Administrator or his designee, will be authorized to act on City's behalf and to execute all necessary change order documents which enlarge the Tasks to Be Performed, or change Contractor's compensation subject to Section 6 hereof.

#### 6. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "B", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount may not exceed \_\_\_\_\_ (\$\_\_\_\_\_) which sum will include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.



(b) The City Administrator's Contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any Contract amendments that exceed the total threshold, require City Council approval. Any Contracts, including Contract amendments that exceed the total threshold, which have not received prior City Council approval, will be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices must be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment will be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it will give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

#### 7. INSPECTION

City may at all times have the right to inspect the work and materials supplied by Contractor. Contractor will furnish all reasonable aid and assistance required by City for the proper examination of the work, materials and parts thereof. Such inspection will not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications of the Contract or any modifications thereof and in compliance with the law.

#### 8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of intention to terminate. Upon receipt of said notice, the Contractor must immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination will not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City will pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is consistent with the provisions of the Contract Documents. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 6(c).

#### 9. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement will constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City will have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it will not be considered a default.

(b) In the event that the City Administrator or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she may cause to be served upon Contractor a written notice of the default. Contractor will have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City will have the right, but not the obligation, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

#### 10. OWNERSHIP OF DOCUMENTS

(a) Contractor must maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor must maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records must be maintained in accordance with generally accepted accounting principles and must be clearly identified and readily accessible. Contractor must provide free



access to the representatives of City or its designees at reasonable times to such books and records; must give City the right to examine and audit said books and records at \_\_\_\_\_; will permit City to make copies and transcripts there from as necessary; and must allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, will be maintained at the City of Carmel-by-the-Sea City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement will become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor will make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

#### 11. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor must indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor will bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor will not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor must indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and will survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor will not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.



12. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor must immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and must indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

13. INSURANCE

(a) Contractor must submit and maintain prior to the beginning of and for the duration of this Agreement insurance coverage covering the Contractor and designating the City, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It must be stated, in the Additional Insured Endorsement, that Contractor's insurance policies will be primary as respects any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants will be non-contributory. The Additional Insured Endorsement will not apply to the Professional Liability Insurance.

General Liability:

|                                     |             |
|-------------------------------------|-------------|
| a. General Aggregate                | \$2,000,000 |
| b. Products Comp/Op Aggregate       | \$2,000,000 |
| c. Personal & Advertising Injury    | \$1,000,000 |
| d. Each Occurrence                  | \$1,000,000 |
| e. Fire Damage (any one fire)       | \$ 50,000   |
| f. Medical Expense (any one person) | \$ 5,000    |

Workers' Compensation:

|                               |                  |
|-------------------------------|------------------|
| a. Workers' Compensation      | Statutory Limits |
| b. EL Each Accident           | \$1,000,000      |
| c. EL Disease - Policy Limit  | \$1,000,000      |
| d. EL Disease - Each Employee | \$1,000,000      |

Automobile Liability

|                                       |             |
|---------------------------------------|-------------|
| a. Any vehicle, combined single limit | \$2,000,000 |
|---------------------------------------|-------------|

(b) Other Insurance Requirements

(1) All insurance required under this Agreement must be written by an insurance company admitted to do business in California with a current A.M. Best rating of no less than A: VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

(2) Each insurance policy required by this Agreement must be endorsed to state that CITY must be given notice in writing at least thirty (30) days in advance of any cancellation thereof, except CITY must be given TEN (10) days' notice for nonpayment of the premium.

(3) The general liability and auto policies must:

(a) Provide an endorsement naming CITY, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent.

(b) Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by CITY.

(c) Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.



(d) Provide for a waiver of any subrogation rights against CITY via an ISO CG 24 01 10 93 or its equivalent.

(e) Prior to the start of work under this Agreement Contractor must file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Administrator. Contractor must file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

(f) The Contractor must immediately advise the City of any litigation and/or open claims that may affect these insurance policies.

14. INDEPENDENT CONTRACTOR

(a) Contractor is and will at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor will at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents may have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor may not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor may not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits will be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City will not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City will not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or subcontractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, will be considered employees or subcontractors of Contractor only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or subcontractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or subcontractors, while so engaged in any of the work or services provided for or rendered herein will not be City's obligation.

15. PREVAILING WAGE

(a) Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to City for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

(b) Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website: <http://www.dir.ca.gov/OPRL/dprowagedetermination.htm>.

(c) Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City's Department of Public Works and available to Contractor and any other interested party upon request.

(d) Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code §



1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

(e) Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to City for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

(f) Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

(g) Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a) and the payroll record keeping requirements of Labor Code Section 1776. City hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>.

(h) Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code section 1725.5. Contractor must obtain proof of such registration from all such subcontractors."

(i) If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

#### 16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, may have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

#### 17. CONFLICT OF INTEREST

(a) Contractor must at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

(b) Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or may acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest may be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not Contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or



partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its subcontractors will provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

(c) If City determines Contractor comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Contractor must complete and file and must require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

18. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement will not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

19. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement will be considered confidential and may not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, may not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor must promptly notify City, though the City Attorney's office, should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with the City and City Attorney's office and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City or the City Attorney's office to control, direct, or rewrite said response.

20. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: \_\_\_\_\_  
\_\_\_\_\_

To Contractor: \_\_\_\_\_  
\_\_\_\_\_

21. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement may be construed to create, and the parties do not intend to create, any rights in third parties.



22. ASSIGNMENT

Contractor may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

23. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California will govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement will take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive persona and in rem jurisdiction and venue of the aforementioned courts.

24. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action may be entitled to a reasonable attorney's fee which may be fixed by the judge, mediator or arbitrator hearing the case, and such fee will be included in the judgment together with all costs.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and will be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. CLAYTON AND CARTWRIGHT ACT ASSIGNMENTS.

In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor will be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.



29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement will remain in effect.

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

**CITY OF CARMEL-BY-THE-SEA:**

By: \_\_\_\_\_  
City Administrator

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

**CONTRACTOR:**

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

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

**ATTEST:**

By: \_\_\_\_\_  
Nova Romero, MMC, City Clerk

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Brian A. Pierik, City Attorney

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



**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

PREMIUM: \_\_\_\_\_

WHEREAS, The City of Carmel-by-the-Sea, (hereinafter designated as "Obligee") and \_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, and identified as project \_\_\_\_\_

\_\_\_\_\_ is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and \_\_\_\_\_ as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of Fifty Thousand Dollars (\$ 50,000) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees as determined by the Court, incurred by obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the Plans or Specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

By \_\_\_\_\_

PRINCIPAL

By: \_\_\_\_\_

PRINCIPAL

By: \_\_\_\_\_

ATTORNEY-IN-FACT



**PAYMENT (LABOR AND MATERIALS) BOND**

BOND NO.:

---

KNOW ALL MEN/WOMEN BY THESE PRESENCE that we, \_\_\_\_\_ as Principal (also referred to herein as "Contractor"), and \_\_\_\_\_ as Surety, are held and firmly bound unto City of Carmel-by-the-Sea, hereinafter called "OWNER," in the sum of

Fifty Thousand Dollars (\$ 50,000) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Carmel-by-the-Sea for the On-Call Tree Maintenance Services, in accordance with OWNER's Call for Bids documents and Principal's Bid Dated \_\_\_, and to which reference is hereby made for all particulars, and is required by said City of Carmel-by-the-Sea to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Contractor, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.



PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

|                                   |                                   |
|-----------------------------------|-----------------------------------|
| _____<br>Surety                   | _____<br>Principal                |
| By: _____                         | By: _____                         |
| _____<br>Print Name/Title         | _____<br>Print Name/Title         |
| _____<br>Address                  | _____<br>Address                  |
| (_____) _____<br>Telephone Number | (_____) _____<br>Telephone Number |
| _____<br>Email Address            | _____<br>Email Address            |

**NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.**



**SPECIFICATIONS**  
**FOR**  
**22-23-007**  
**2023 FACILITY RENOVATION PROJECTS**  
**CITY OF CARMEL-BY-THE-SEA**



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[END OF SECTION]



**SECTION 01 10 00**

**SUMMARY OF WORK**

**1.01 WORK REQUIRED BY CONTRACT DOCUMENTS**

A. Description:

1. The City of Carmel-by-the-Sea, **FACILITY RENOVATION PROJECTS** consist of the following:
  - a. City Hall
    - i. **Roofing replacement**
  - b. Sunset Center
    - i. **Exterior painting**
    - ii. **Cottages window repair**
  - c. Harrison Memorial Library
    - i. **Exterior painting**
    - ii. **Additive Bid Item: Interior painting**
2. The Contractor shall be responsible for scheduling and coordinating the work with the City Staff, Representatives, and contractors on other City projects working concurrent with this project. Reference paragraph 1.04 of this section.
3. The work to be done includes all labor, tools and equipment necessary to furnish and install all materials and equipment shown on the drawings and described herein and to perform tests described herein, to provide complete and operating systems to the extent specified and shown on the drawings. The Contractor shall furnish all equipment, material and supplies, except where specifically noted as existing or supplied by the City.

B. Locations of Work:

1. **City Hall: Monte Verde Street and 7<sup>th</sup> Avenue, Carmel-by-the-Sea, CA 93923.**
2. **Sunset Center: San Carlos Street, Carmel-by-the-Sea, CA 93923.**
3. **Harrison Memorial Library: Corner of Ocean Ave. and Lincoln St., Carmel-by-the-Sea, CA 93923.**

C. Limits of Work:

As shown on Drawings.

**1.02 SUBSTANTIAL COMPLETION**

Substantial Completion shall only be applicable to the entire Work.

**1.03 FUTURE WORK**

Reference sub section 1.04

**1.04 WORK SEQUENCE OR PHASING**

- A. The Work shall be phased based on location as described in subsection 1.01. All work must be completed within the contract time.

**1.05 SITE ACCESS**

- A. All construction vehicles and material/equipment deliveries shall access the work areas using main roads. Contractor parking will be coordinated with City's representative and may not be directly at the work site.

**[CONTINUED NEXT PAGE]**



- B. Sequence all construction, including connections to existing utilities to preserve the following: existing site access, circulation, and use adjacent to the Sites (access must be paved, lighted, and uninterrupted).

#### **1.06 CONTRACTOR'S USE OF PROJECT SITE**

- A. Contractor's use of the Project site for work, staging, and storage is strictly to be coordinated with the construction manager and owner.
- B. Coordinate use of premises under direction of the City's Representative or Construction Manager. Cooperate with the City to minimize conflict and to facilitate the City's on-going operations and activities on and about the site.
- C. Cooperate with other contractors to facilitate work to be done within Limits of Work under the Contract. Access on major roads and access right-of-way is to be shared with other contractors. All weather access is to be adequately maintained for all major roads and right-of-ways within the Project Limits of Work.
- D. Contractor shall provide and maintain all fencing, barricades, guard rails, bridges, warning signs, lights, paved paths, and the like as are necessary to protect Contractor's own personnel, City personnel, and outside public from the work site.
- E. Contractor shall be responsible for protection and safekeeping of products furnished under the Contract that are stored within Limits of Work.
- F. Move products stored under the Contractor's control that interfere with operations of the City.
- G. Stockpiling of materials, storage of equipment, trailers and other appurtenances related to construction operations will be limited to specific locations to be approved by the City's Representative or the City's Construction Manager in their sole reasonable discretion.
- H. Note that construction operations within drip lines of existing trees are restricted. Refer to Section 015639 for requirements.
- I. All areas within Limits of Work that do not require specific work shall be returned to the City at completion of the Project in same condition as received by the Contractor; the Contractor shall repair, replace or correct any condition within the area of the Limits of Work that are damaged, destroyed or altered during performance of the Work to the condition(s) existing immediately prior to the Contractor's commencement of Work.
- J. Disagreements between Contractor and other contractors about concurrent use of work areas or access to the site that are not resolved by the participants shall be referred to the City's Representative. Contractor shall agree to abide by the City Representative's determination as to concurrent use or priority of access and to perform its work in compliance with the City Representative's resolution at no additional cost to the City.
- K. The Limits of Work shall not be used for stockpiling or storage of materials, equipment, trailers, and other appurtenances not related to the construction operations of this Project without written approval from the City's Representative. Reference paragraph G above.
- L. All material and equipment deliveries shall be made only to the Project site. The City's receiving personnel will not accept any material and equipment for this project that is received at the City's warehouse or other facilities.

**[CONTINUED NEXT PAGE]**



**1.07 CONDUCT OF THE CONTRACTOR'S PERSONNEL**

- A. The Contractor shall at all times maintain discipline among personnel employed at or having business at the Project site, including during meal and break periods. The Contractor shall act promptly to correct conduct which the City's Representative and/or The Construction Manager deems intimidating, offensive, or hostile to the City's personnel, citizens, and visitors; such as: whistling or staring at, calling to, or commenting on persons passing the site (whether intended as complimentary or offensive); making obscene gestures; making or displaying offensive drawings, graffiti, or photographs; making propositions or invitations for dates or sex; or making racially, sexually, or ethnically related remarks or jokes. The Contractor shall inform all new personnel of this policy.
- B. In the event that any Contractor's employee initiates such unwarranted or unwanted interaction, or utilizes profanity or offensive language, the Contractor shall, either upon the request of the City, Construction Manager, or on its own initiative, replace the employee with another of equivalent skill, at no additional cost to the City.
- C. The Contractor shall be responsible to ensure that its employees observe the City's rules on Tobacco policies. The project site has been designated as a Tobacco-free zone. No Tobacco products of any kind are allowed on the Project site.
- D. The Contractor shall be responsible to ensure that its employees do not bring to, possess at, or consume alcoholic beverages on or near the Project site.
- E. The Contractor shall be responsible to ensure that its employees are properly attired at all times. Proper attire includes, but is not limited to, shirts, full-length pants, appropriate work shoes and boots, safety head gear, and safety eye protection. No suggestive, offensive or sexually explicit clothing shall be worn or displayed.

**1.08 OCCUPANCY**

The City's Occupancy: The City will occupy existing adjacent buildings during the entire period of construction. Contractor shall cooperate fully with the City during construction operations to minimize conflicts and to facilitate the City's usage. Contractor shall perform all work so as not to interfere with the City's operations.

**1.09 CITY-FURNISHED ITEMS**

Not Applicable.

**1.10 APPLICABILITY OF ALL SECTIONS OF SPECIFICATIONS**

All sections of the Specifications and Drawings are interdependent and applicable to the Project as a whole.

**1.11 DIVISION OF THE SPECIFICATIONS**

The Specifications are divided for convenience into sections as set forth in the Table of Contents. The actual limitation of work in the various trades and/or sections of the Specifications are the responsibility of Contractor.

**1.12 START OF WORK**

The Contractor shall commence Work as of the date set forth in the Notice to Proceed issued by or on behalf of the City to the Contractor. The Contract Time shall be computed from the date for commencement of Work set forth in the Notice to Proceed issued by or on behalf of the City; the Contract Time will not be extended or otherwise adjusted if the Contractor does not commence Work as of the date established in the Notice to Proceed for commencement of the Work.

**[CONTINUED NEXT PAGE]**



### **1.13 SURROUNDING SITE CONDITION SURVEY**

Prior to commencing the Work, Contractor, the City, and the City's Representative shall tour the Project sites together to examine and record damage to existing adjacent buildings, curbs, roads, paved parking areas, and other structures and improvements. This record shall serve as a basis for determination of subsequent damage due to Contractor's operations and shall be signed by all parties making the tour. Any cracks, sags, or damage to existing adjacent buildings, curbs, roads, paved parking areas, and other structures and improvements not noted in the original survey, but subsequently discovered, shall be reported to the City's Representative.

### **1.14 EXAMINATION OF THE SITE AND VERIFICATION OF CONDITIONS**

Contractor shall examine the site and become acquainted with the conditions under which the Work is to be carried out. Upon submitting Contractor's bid, Contractor shall be held to have made such examination, and no allowance for extras will be allowed for any error or oversight resulting from Contractor's unfamiliarity with the site or existing conditions. Contractor shall obtain accurate field dimensions of all related areas, spaces, openings, levels, and items of adjacent work and, before commencing work, report to the City, in writing, via the City's Representative, all discrepancies between the Contract Documents and the actual field conditions. Commencement of work by Contractor shall constitute acceptance of all existing conditions affecting the work.

### **1.15 INTENT OF THE CONTRACT DOCUMENTS**

The intent is to provide the City with a Project that is complete in all respects as described in these Contract Documents. All Work, labor, materials, equipment, services or items necessary or reasonably required are to be provided to produce a complete and operational Project are deemed included within the Contract Price and shall be completed within the Contract Time.

### **1.16 ORDER OF PRECEDENCE**

A. The order of precedence of the documents set forth below will be used by the City's Representative to; (1) define the intent and meaning of the Contract Documents; (2) resolve apparent inconsistencies in Submittals and Contract Documents; (3) determine the adequacy and completeness of Contractor's submittals; (4) determine the acceptability of construction; and (5) determine entitlement to extra compensation:

1. Modifications
2. The Agreement
3. Addenda
4. Special Conditions
5. Division 1, General Requirements
6. General Conditions
7. Technical Specifications
8. Drawings
9. Standard Specifications
10. Standard Drawings
11. Submittals (as favorably reviewed)

### **1.17 INTERPRETATION OF CONTRACT DOCUMENTS**

Should Contractor find discrepancies in, or omissions from the Drawings or Specifications, or should the Contractor be in doubt as to their meaning, the Contractor shall at once notify the City's Representative in writing and should it be found that the point in question is not clearly and fully set forth, a written clarification will be issued. Neither the City's Representative nor the City will be responsible for any oral instructions.

**[CONTINUED NEXT PAGE]**



**1.18 ORAL MODIFICATIONS**

It shall be distinctly understood that no oral statement of any person shall be allowed in any manner to modify any of the Contract provisions. Changes shall be made only on written authorization of the City's Representative, except in an emergency endangering life or property.

**1.19 TRANSMITTAL**

Any correspondence from one party to the other under the Contract shall be via email from the party initiating such correspondence or by duly authorized representative of such party. Correspondence and other communications relating to the Work shall be through the Construction Manager.

**1.20 CORRESPONDENCE**

Correspondence requirements will be determined by the Construction Manager at the commencement of work and discussed at the pre-construction meeting (Reference section 013119).

**1.21 COPIES OF DOCUMENTS**

Contractor will be furnished with an electronic copy of all Contract Documents for Contractor's requirements as stated in the General Conditions.

**1.22 SPECIFICATIONS AND DRAWINGS**

- A. Contractor shall keep on the Project site a copy (OR maintain a record) of the Contract documents, including but not limited to; Specifications, Drawings, Responses to Requests for Information (RFI), Change Orders, and the same shall be available at all reasonable times for inspection and use by the City's Representative and by any other person authorized by the City's Representative. Any Drawings listed in the detail Specifications shall be regarded as a part thereof and of the Contract. Anything mentioned in these Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in these Specifications, shall be of like effect as though shown or mentioned in both.
- B. It shall be the duty of Contractor to see that the provisions of these Specifications are complied with in detail irrespective of the inspection given the work during its progress by the City's Representative or others. Any failure on the part of Contractor to strictly comply with the requirements of the contract documents, including without limitation the Specifications, will be sufficient cause for the rejection of the work at any time before its acceptance and/or constitute an event of Contractor default.
- C. The City's Representative will furnish from time to time, such detail drawings, plans, profiles, and information, as the City's Representative may consider necessary for Contractor's guidance to insure the proper and adequate execution of the Contract. Contractor shall comply with such detail drawings, plans, profiles and information without adjustment of the Contract Price or the Contract Time.
- D. Only favorably reviewed shop drawings and submittals shall be used in construction. Refer to Section 013300.

**1.23 MANUFACTURER'S INSTRUCTIONS**

- A. Where the contract documents state that products, processes, equipment or the like shall be installed or applied in accordance with manufacturer's instructions, directions or specifications, they shall be construed to mean that said application or installation shall be in strict accordance with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site.
- B. The manufacturer's directions do not take precedence over the Contract Drawings and Specifications. Where such directions are in conflict with the Contract Documents, Contractor shall request in writing a clarification from the City's Representative before proceeding with the work.

**[CONTINUED NEXT PAGE]**



#### **1.24 NOTICE AND SERVICE THEREOF**

- A. Any notice to Contractor from the City's Representative relative to any part of this Contract will be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at Contractor's last given address, or delivered in person to the said Contractor or Contractor's authorized representative on the work.

#### **1.25 MANAGEMENT**

- A. Contractor shall designate in writing before starting Work, an authorized representative (Project Manager) who shall have complete authority to represent and act for Contractor. This representative shall be acceptable to the City and shall be approved by the City's Representative.
- B. Contractor shall designate in writing before starting Work, an authorized representative (Superintendent, as per General Conditions). This representative shall be acceptable to the City and shall be approved by the City's Representative. Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract, and during periods when Work is suspended, arrangements acceptable to the City shall be made for any emergency work that may be required.
- C. If such approval, as noted above for the Project Manager and Superintendent, shall be withdrawn by the City's Representative, Contractor shall, as soon as is practicable after having received written notice of such withdrawal, remove the representative(s) from the Project and shall not thereafter employ that person as Contractor's representative(s) on the Project. Contractor shall replace said representative(s) with another representative acceptable to the City and approved by the City's Representative as specified above.

#### **1.26 PAYMENT FOR PATENTS AND PATENT INFRINGEMENT**

All fees or claims for any patented invention, article or arrangement that may be used upon or any manner connected with the performance of the Work or any part thereof shall be included in the price bid for doing the work, and Contractor and Contractor's sureties shall protect and hold the City's Representative, and the City, together with all their officers, agents and employees, harmless against liability of any nature or kind for any and all costs, legal expenses, and demands made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or growing out of any use or alleged infringement of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, Contractor shall furnish acceptable proof to the City of a proper release from such fees or claims.

#### **1.27 RELEASE**

The acceptance by Contractor of the final payment made under the terms of the Contract shall operate as, and shall be as a release to the City, the City's Representative and their duly authorized agents, from all claim of and/or liability to Contractor for anything done or furnished for, or in relation to, the Work or for any act or neglect of the City or any person related to or affecting the Work.

#### **1.28 CLEANING**

Contractor shall clean up the Project and construction area such that the Project site is kept continuously clean. The Contractor is required to maintain at least one (1) dumpster adequately sized for general use as well as trash receptacles as necessary on the Project site. The Contractor shall dispose of all debris in accordance with Section 013500, Section 015000, and Section 017419.

#### **1.29 UNAUTHORIZED INTERACTION WITH CITY STAFF**

Any unauthorized interaction with the City's staff and personnel shall be documented in writing and submitted to the City's Representative within 24 hours of the interaction. Any items, conflicts, or issues raised during this interaction must be referred to the City's Representative immediately.

**[END OF SECTION 011000]**



## **SECTION 01 20 00**

### **PRICE AND PAYMENT PROCEDURES**

#### **1.01 UNIT PRICES**

- A. Unit Prices quoted in the Bid Form are for additions of (and deletions of) approved items of work. All Unit Prices quoted shall be for installed, completely furnished, and operable modifications according to the Contract Documents, and shall include profit, overhead, taxes, cost of coordinating the Unit Price work with adjacent work, compensation for risk of loss or damage to the Work regardless of cause, all expenses due to delays in performance, so they are the complete price to the City. The Unit Prices shall not apply to work the Contractor elects to do for its own convenience or to correct errors committed by the Contractor.
- B. All Unit Prices shall remain in effect during construction and will be used to adjust the Contract Sum.
- C. The Contractor shall immediately notify the City's Representative when conditions indicate the probability of the need to make use of any Unit Price work.
- D. The applicability of, measurement methods for, documentation of, and the final adjustment in the Contract sum for Unit Price work shall be determined by the City's Representative.
- E. After performing Unit Price work as directed by the City's Representative, the Contractor shall take necessary measurements in the presence of the City's Inspector and shall submit calculations of the quantities to the City's Representative for approval. The Contractor shall notify the City's Inspector one (1) day in advance of taking measurements.
- F. Unit Price List:  
N/A

#### **1.02 APPLICATION FOR PAYMENT**

Make application for payments using the City's Standard form as per the General Provisions. Refer to Section 013300 for description of the requirements for the Schedule of Values.

#### **1.03 CHANGE ORDER PROCEDURES**

- A. The following procedures and General Conditions, Article 9, will be followed in processing Change Orders:
  - 1. The City's Representative prepares a Proposal Request for adjustment to the Contract Sum and/or adjustment to the Contract Time.
  - 2. The proposal request is sent, via email, to the Contractor.
  - 3. The Contractor shall submit, via email, a cost breakdown (cost proposal) to the City's Representative including any effect to the Contract Time. Refer to Exhibits for required form.
  - 4. If approved by the City's Representative (items involving cost additions or deductions, and Contract Time), the City's Representative will prepare a Change Order using the City's standard form and send that form, through Adobe Sign (or similar program), to the Contractor for electronic signature. Refer to Exhibits for required form.

**[CONTINUED NEXT PAGE]**



5. The form will also be routed to the City's Representative and the City for execution via electronic signature.
6. After execution, a fully signed Change Order form will be distributed to all parties.
7. Said Change Order shall not be valid until executed by the City and sent to the Contractor by the City Representative.
8. The Contractor shall not proceed with any changes or additions to the Work without written authorization from the City in the form of a Change Order or Field Order. Reference paragraph 1.04 this section.
9. If approved by the City, "priority work items" may be pursued by the Contractor upon receipt of a Field Order issued by the City to be followed up by inclusion in a Change Order.

#### **1.04 FIELD ORDERS**

- A. The following procedures will be followed in processing Field Orders:
  1. The City's Representative will request from the Contractor a quotation or price (either verbally or in writing at the City's Representative's discretion) for the work item required. The Contractor shall promptly furnish a price to the City's Representative.
  2. If the City elects to accept the quote or price given by the Contractor, the City's Representative will prepare a Field Order form (the City's standard form), and return that form to the Contractor, via email or Adobe Sign for electronic signature.
  3. The Contractor shall sign the form and send, via email or Adobe Sign, to the City's Representative for execution by the City's Representative and the City.
  4. The City's Representative will formally distribute copies of the Field Order after execution by the City.
  5. Said Field Order shall not be valid until executed by the City and a copy returned to the Contractor by the City's Representative.
- B. The following limitations apply to Field Orders:
  1. A Field Order becomes inactive when said Field Order is retired by inclusion in a Change Order.
  2. All Field Orders must be retired by inclusion in a Change Order prior to completion of the Project and prior to request for final payment by the Contractor.

**[END OF SECTION 012000]**



## **SECTION 01 21 00**

### **ALLOWANCES**

#### **1.01 GENERAL**

- A. Included in the Contract Sum are all Allowances stated in the Contract Documents. Such persons or firms shall supply for such amounts and items covered by Allowances as the City 's Representative may direct.
- B. The following shall apply, unless otherwise provided in the Contract Documents:
  - 1. Allowances shall cover the direct costs to the Contractor for labor, materials, and equipment only, including materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.
  - 2. Contractor's costs required for storage on and off the Project site, security, loading and unloading, handling at the Project site, overhead, profit, and other administrative expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the Allowances.
  - 3. Whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted by Change Order based on:
    - a. The difference between actual costs and the Allowances.
    - b. Changes in Contractor's costs.

#### **1.02 DESCRIPTION**

- A. The Contract shall include provision of items for further specification by the City 's Representative as listed in this Section.
- B. The allowance amounts specified are intended to cover the cost of such items to the Contractor and include the Contractor's additional direct expenses. Administrative expenses and profit that are allowed for in the Contract Sum (refer to General Conditions) are to be included in the Contract Sum, and not in the Allowances.
- C. The City may require that sealed bids for Allowances be submitted and opened in the City 's Representative's presence.
- D. Submit invoices and accounts for these items to the City 's Representative for review.
- E. Related Requirements.
  - 1. Unit prices: Refer to Section 012000.

#### **1.03 DESCRIPTION OF ALLOWANCES**

**Dry rot allowance--on a Time and Materials basis. Billing shall be cross-checked with prevailing wage rates, not to exceed \$20,000.**

**[END OF SECTION 012100]**



**SECTION 01 21 05****QUANTITY ALLOWANCES****PART 1 - GENERAL****3.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**3.2 SUMMARY**

- A. Section includes administrative and procedural requirements governing Quantity Allowances.
- B. Related Requirements:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices in adjustment of Quantity Allowances, either additive or deductive.

**3.3 DEFINITIONS**

- A. Quantity Allowance: A quantity of work to be included in the Contract Bid, established to defer a final determination of actual materials and labor necessary for a particular scope of work to a later date when discovery of actual in place conditions can be determined through destructive or other means.

**3.4 QUANTITY ALLOWANCE INCLUSIONS**

- A. Quantity Allowance shall include all Contractor's costs associated with materials and handling, labor, installation, overhead and profit, and similar costs as necessary for completion of the scope of work as defined in the Schedule of Allowances.

**3.5 ADJUSTMENT TO QUANTITY ALLOWANCE**

- A. Contractor shall determine the difference between the Quantity Allowance quantity and the actual, in-place quantity of the removal and replacement required in consultation with the Owner's Representative(s).
  - 1. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Contractor shall submit a Change Order Proposal, additive or deductive, based on Contractor's proposed Unit Price per Section 012200 Unit Prices.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION****3.1 SCHEDULE OF QUANTITY ALLOWANCES**

**N/A**

**[END OF SECTION 012105]**



## **SECTION 01 22 00**

### **UNIT PRICES**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 012105 "Quantity Allowances".

##### **1.3 DEFINITIONS**

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

##### **1.4 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

#### **PART 2 - PRODUCTS (Not Used)**

**[CONTINUED NEXT PAGE]**



22-23-007 - Facility Renovation Projects  
CARMEL-BY-THE-SEA

**PART 3 - EXECUTION**

3.1 SCHEDULE OF UNIT PRICES

**N/A**

**[END OF SECTION 012200]**



## **SECTION 01 23 00**

### **ALTERNATES**

#### **1.01 GENERAL**

- A. This Section identifies each Alternate and describes basic changes to the Work only when that Alternate is made a part of the Work by specific provision in the Agreement. Alternates not part of the Agreement may be added to the work for a period of sixty (60) days after the date of the Agreement at the price shown in the Alternate Bid Item Proposal.
- B. The Lump Sum Base Bid and Alternates shall include the costs of all supporting elements required, so that the combination of the Lump Sum Base Bid and any Alternates shall be complete. The scope of work for all Alternates shall be in accordance with applicable Drawings and Specifications.
- C. Except as otherwise specifically noted, the work described in Alternates shall be completed with no increase in Contract Time.
- D. This Section includes only the non-technical descriptions of the Alternates. Refer to the specific Sections of Divisions 2 through 17 of the Specifications for technical descriptions of the Alternates.
- E. Coordinate related work and modify surrounding work as required to properly and completely integrate the Alternates into the Work.
- F. The Contractor shall quote prices for the Alternates listed below in the space provided therefore on the Bid Form. The Contractor shall be responsible for determining exact quantities of materials involved with the Alternates. Work for the Alternates shall be in strict accordance with the Specifications and Drawings.

#### **1.02 BIDS REQUIRED**

- A. Base Bid:
  - 1. The Base Bid consists of all items indicated and/or specified in the Drawings, Specifications and/or Bid Form. The costs for Additive Alternates will be added to the Base Bid, and the costs for Deductive Alternates will be subtracted from the Base Bid.

#### **1.03 DESCRIPTION OF ALTERNATES**

- A. City Hall Roofing Replacement
  - 1. Base bid calls for wood shingles.
  - 2. Alternate scope includes either Presidential or Landmark asphalt composition shingles.
- B. Harrison Memorial Library Interior Painting.
  - 1. Base bid includes Exterior painting only.
  - 2. Alternate scope includes Interior painting.

**[END OF SECTION 012300]**



## **SECTION 01 25 00**

### **SUBSTITUTION PROCEDURES**

#### **1.01 SUBSTITUTION OF MATERIALS AND EQUIPMENT**

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Wherever more than one (1) manufacturer's product is specified, the first-named product is the basis for the design Substitutions which are equal in quality, utility, and appearance to those specified may be accepted, subject to the following provisions:
1. The Architect must accept all substitutions in writing.
  2. All substitution requests shall be submitted prior to the bid by the date noted in section 001113, "Last day for Pre-Bid RFIs"
  3. The Architect will review substitution requests submitted after the City award if one of the following criteria is met:
    - a. The specified product is no longer available
    - b. The proposed substitute product provides a substantial cost or time savings.
  4. Contractor shall provide supporting data required by Paragraph 1.01C of this Section. The supporting data must be submitted in reasonable promptness and in a sequence as to cause no delay in the Work, or in activities of the City or of separate Contractors.
  5. The Architect/Construction Manager will accept, in writing, proposed substitutions that are in the City's Representative's opinion equal in quality, utility, and appearance to the material or equipment specified, after a complete submittal of all supporting data, as required by Paragraph 1.01C of this Section, is received by the Architect/Construction Manager, the Contractor must allow at least ten (10) working days for the Architect's/Construction Manager's review.
  6. Such acceptance shall not relieve Contractor from complying with the requirements of the Drawings and the Specifications.
  7. Contractor shall be responsible for all costs (including additional design and Architecting costs) of any changes resulting from Contractor's proposed substitutions that affect other parts of the Work or the work of Separate Contractors. Contractor is responsible for coordination of all other work effected by the substitution, including but not limited to vibration, isolation, and acoustical requirements and criteria, at no additional cost to the City.
  8. The decision of the Architect/Construction Manager shall be final.
  9. Refer to Article 4.3.2 of the General Conditions.
- B. If a request for substitution occurs after the bid period, the substitution may be reviewed only at the sole discretion of the Architect and the costs of such review, as approved by the City, shall be borne by Contractor and will be deducted from the Contract Sum.
- C. Requests for substitutions will only be considered if Contractor submits the following minimum supporting data:
1. Completed Form (see section 006000).
    - a. Complete technical data including drawings, performance specifications, samples, and test reports of the article proposed for substitution; and any additional information required by the City's Representative.

**[CONTINUED NEXT PAGE]**



- b. Statement by Contractor that the proposed substitution is in full compliance with the requirements of the Contract Documents and applicable Code requirements, and that any costs as a result of delay in the Work related to the proposed substitution will be borne by the Contractor.
  - c. List of Subcontractors, if any, that may be affected by the substitution.
  - d. If the proposed substitution requires that portions of the Work be redesigned or removed in order to accommodate the substituted item, submit design and Architecting calculations prepared by a properly licensed design professional.
- D. Failure of the Contractor to submit proposed substitutions in the time limits and manner described within this Section shall be sufficient cause for the Architect to reject and disapprove any substitutions otherwise proposed.
- E. Wherever catalog numbers and specific brands or trade names not followed by the designation "or equal" are used in conjunction with material or equipment required by the Specifications, no substitutions will be considered.
- F. The ten (10) day submittal period does not excuse Contractor from completing the Work within the Contract Time or excuse Contractor from paying liquidated damages if Substantial or Final Completion is delayed.
- G. Wherever more than one (1) manufacturer's product is specified, the first-named product is the basis for the design used in the work and all other listed products and/or manufacturers are considered substitutions. The use of alternative-named manufacturers' products or substitutes may require modifications in the design. If such substitutions are proposed by Contractor and are approved by the Architect/Construction Manager, Contractor shall assume all costs required to make necessary revisions and modifications to the design, including additional costs to the City for evaluation of revisions and modifications of the design resulting from the substitutions submitted by Contractor to the Architect/ Construction Manager.
- H. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and product number, and "or equal," supporting data for the second manufacturer's product, if proposed by Contractor, is not required. However, Contractor shall be responsible for all costs (including additional design and Architecting costs) of any changes resulting from the use of the second manufacturer that affect other parts of the Work. Contractor is responsible for coordination of all other work effected by the substitution, including vibration, isolation, and acoustical requirements and criteria, at no additional cost to the City.
- I. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name (without the product number), and "or equal," supporting data for the second manufacturer's product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions.
- J. If the Architect/Construction Manager, in reviewing the list of substitution materials and equipment, requires revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the Architect to be unacceptable, the specified material or equipment shall be provided.
- K. Samples may be required. Tests required by the Architect/Construction Manager for the determination of quality and utility shall be made by Contractor's Testing Laboratory and at the expense of Contractor, with acceptance of the test procedure first given by the Architect/Construction Manager.
- L. In reviewing the supporting data submitted for substitutions, the Architect/Construction Manager will use, for purposes of comparison, all the characteristics of the first listed material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Specifications. If more than two submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor; and the City will deduct the costs from the Contract Sum.

**[CONTINUED NEXT PAGE]**



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- M. Where alternate brands are specified as equal but without model number or other specific identification, Contractor shall submit this information in the foregoing listing for approval by the Architect/Construction Manager. Specified items shall be listed in the following format: first manufacturer and model number, equivalent second manufacturer and model number. Contractors wishing to submit any 'equivalent' second manufacturer shall do so in accordance with this Section.
- N. When an unnamed brand or materials are proposed as an equal, sufficient information shall be included to prove equality to and for comparison with the named brand. The burden of proving the quality rests with Contractor; final decision rests with the Architect.

**[END OF SECTION 012500]**



**SECTION 01 26 13  
REQUEST FOR INTERPRETATION**

**1.01 GENERAL**

This Section contains the procedures to be followed by the Contractor upon discovery of any apparent conflicts, omissions, or errors in the Contract Documents or upon having any question concerning interpretation.

**1.02 PROCEDURES**

A. Notification by Contractor.

1. Submit all requests for clarification or additional information in writing to the City's Representative using a Request for Information (RFI) form as acceptable to the City's Representative.
2. Number RFIs sequentially. Follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI would be "001." the second RFI would be "002." The first re-submittal of RFI "002" would be "002R."
3. Limit each RFI to one (1) subject.
4. Submit an RFI if one of the following conditions occur:
  - a. The Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.
  - b. The Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or cannot be reasonably inferred from the intent of the Contract Documents.
  - c. The Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.
5. RFIs will not be recognized or accepted if, in the opinion of the City's Representative, one of the following conditions exists:
  - a. The Contractor submits the RFI as a request for substitution.
  - b. The Contractor submits the RFI as a submittal.
  - c. The Contractor submits the RFI under the pretense of a Contract Documents discrepancy or omission without thorough review of the Contract Documents.
  - d. The Contractor submits the RFI in a manner that suggest that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.
  - e. The Contractor submits an RFI in an untimely manner without proper coordination and scheduling of Work of related trades.
6. Ask for any clarification or request for information immediately upon discovery. Submit RFIs in a reasonable time frame so as not to affect the Contract Schedule while allowing the full response time described below.

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**1.03 RESPONSE TIME**

- A. The City's Representative, whose decision will be final and conclusive, shall resolve such questions and issue instructions to the Contractor within a reasonable time frame. In most cases, RFIs will receive a response within 10 working days. In some cases this time may need to be lengthened for complex issues, or shortened for emergency situations, as mutually agreed in writing.
- B. Should the Contractor proceed with the Work affected before receipt of a response from the City's Representative, within the response time described above, any portion of the Work which is not done in accordance with the City's Representative's interpretations, clarifications, instructions, or decisions is subject to removal or replacement and the Contractor shall be responsible for all resultant losses.
- C. Failure to Agree.
  - 1. In the event of failure to agree as to the scope of the Contract requirements, the Contractor shall follow procedures set forth in the General Conditions.

**[END OF SECTION 012613]**



## **SECTION 01 31 00**

### **PROJECT MANAGEMENT AND COORDINATION**

#### **1.01 GENERAL**

Responsibilities of the Contractor include but are not limited to the following:

- A. The Contractor shall coordinate all Work with the City's Representative.
- B. Coordinate the Work and do not delegate responsibility for coordination to any subcontractor.
- C. Anticipate the interrelationship of all subcontractors and their relationship with the Work.
- D. Resolve differences or disputes between subcontractors concerning coordination, interference, or extent of the Work between Sections.
- E. Coordinate the Work of subcontractors and material suppliers so that portions of the Work are performed in a manner that minimizes interference with the progress of the Work.
- F. Do not obstruct spaces and installations that are required to be clear by applicable code requirements.
- G. Do not cover any piping, wiring, ducts, or other installations until they have been inspected approved, and the required certificates of inspection have been issued.
- H. Remove and replace all Work that does not comply with the Contract Documents. Repair or replace any other work or property damaged by these operations with no adjustment of Contract Sum.
- I. Coordinate all portions of the mechanical, electrical and other Work requiring careful coordination in order to fit in space available.

#### **1.02 PROJECT COORDINATION**

- A. Meetings: Refer to Section 013119.
- B. Submittals: Refer to Sections 013300 and 013323.
- C. Contract Close-Out: Refer to Section 017700.
- D. Correspondence: Clearly identify correspondence with Project name, number, subject and detailed reference to relevant Drawings and Specifications. Details of distribution will be determined at Preconstruction Conference; refer to Section 013119.

#### **1.03 MECHANICAL, ELECTRICAL, AND RELATED SYSTEMS COORDINATION**

- A. Prior to proceeding with the work, and before installation, coordinate and work out all "tight" conditions involving work of various Sections. Before work proceeds in these areas, prepare supplemental drawings in CAD format for review by the City's Representative (refer to Section 013300, 1.04 Layout Data). Provide all work necessary to coordinate tight conditions including supplemental drawings in sufficient detail for showing that all work is coordinated in "tight" areas, and additional labor and materials necessary to overcome "tight" conditions at no increase in Contract price or Contract time. Coordination of "tight" conditions shall include:
  - 1. Providing sufficient clear space around all equipment necessary for maintenance access and as required by Code.
  - 2. Adjustments in depth, position, and elevation of underground and overhead utilities at points of conflict. Utility space conflicts shall be resolved by giving precedence to those utilities that are called out to be sloped. The term "utility" as used in this paragraph includes: all piping, conduit, and ductwork.
- B. The Contractor is responsible for coordination of the work with all trades.

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#### **1.04 INTERRUPTION OF SERVICE**

- A. Any utility (including electronic system) interruptions shall be coordinated with the City, via the City's Representative. At least two weeks' preliminary written notice shall be given prior to any utility interruption. Final written notice shall be given a minimum of five (5) working days in advance of utility interruption. The City will make any interruption of utility service upon such notice. The Contractor shall not interrupt any utility service without the prior consent and approval of the City, which may be withheld, conditioned or limited in the sole and exclusive discretion of the City based upon the City's on-going activities and operations at and about the Site.
- B. All materials and supplies for completing the connection and restoring service shall be on hand before service is interrupted. Service interruptions shall be limited to eight (8) hour durations. The Contractor shall not leave the Project site until service is restored each day. The Contractor and its Performance Bond Surety shall be liable to the City for all damages (whether general, special or consequential damages) sustained by the City and resulting in whole or in part from the Contractor's unauthorized interruption of utility services and/or the Contractor's failure or refusal to restore interrupted utility service in strict conformity with applicable provisions of the Contract Documents.

#### **1.05 CUTTING AND PATCHING**

- A. The Contractor shall be responsible for the coordination and final results of all cutting and patching. Cutting shall be done neatly. Patching shall be of the same material and workmanship as the surrounding finish so that in the final results the patch is not visible. Where pipes, ducts, or other elements are required to pass through or otherwise interfere with any structure, or where notching, boring, cutting, or patching of said structure is necessary, the work shall be done only after the City's Representative's approval has been obtained.

#### **1.06 NOXIOUS OR TOXIC MATERIALS**

- A. The use of noxious or toxic materials for all applications in alterations of work in or adjacent to buildings occupied by the City's personnel shall be done only after submittal of product data if required, proper notification to and approval of the City, via the City's Representative, who may also require that such work be performed on the weekends or other unoccupied days. Such notice shall be given to the City, in writing, via the City's Representative, a minimum of five (5) working days in advance of said use.

#### **1.07 NOISE ABATEMENT**

- A. Residential, offices, classrooms, and other facilities surround the Project area and will be occupied during the course of construction. Every effort shall be made to minimize excessive levels of noise, particularly over prolonged periods of time. Scheduling of particularly noisy construction operations shall be coordinated with the City, via the City's Representative. The City may direct the cessation or other limitation on the Contractor's Work as necessary or appropriate to permit the continuance of instructional activities at or about the Site.
- B. Powder-actuated anchors and fasteners may be used if approved, and where directed by the City's Representative. Blasting of any description is strictly prohibited on any portion of the work of this contract.
- C. Use of radio or other music amplification devices will not be permitted on the Project site.
- D. Use of personal music devices or similar devices which use headphone and/or earplugs will not be permitted on the Project Site.
- E. Refer also to Section 013500 and Section 015000.

**[END OF SECTION 013100]**



**SECTION 01 31 19**

**PROJECT MEETINGS**

**1.01 PRECONSTRUCTION CONFERENCE**

- A. Prior to mobilization or the commencement of any work on the Project site, and not later than 14 days after issuance of the Notice to Proceed, a pre-construction conference will be scheduled. The pre-construction conference will be conducted by the City's Representative to discuss timing procedures for smooth job progress, items requiring clarification, distribution of documents and correspondence with the City and the City's Representative, and other procedures which are to be followed during performance of the Work.
- B. Location: On the Project site, as designated by the City's Representative.
- C. Attending shall be:
  - 1. The City.
  - 2. The City's Representative.
  - 3. The Architect and the Architect's Consultants, as appropriate.
  - 4. City Inspector.
  - 5. Contractor.
  - 6. Contractor's Project Manager.
  - 7. Contractor's Superintendent.
  - 8. Subcontractors, as appropriate.
  - 9. Others, as appropriate.
- D. Suggested Agenda:
  - 1. Distribution and discussion of:
    - a. List of major subcontractors and suppliers.
    - b. Projected construction schedules.
  - 2. Critical work sequencing.
  - 3. Major equipment deliveries and priorities.
  - 4. Project coordination.
  - 5. Designation of responsible personnel.
  - 6. Procedures and processing of:
    - a. Field decisions.
    - b. Submittals.
    - c. Modifications (Change Orders and Field Orders).
    - d. Proposal Requests, Cost Proposals, Supplemental Information, Requests for Information (RFI).
    - e. Applications for Payment.
  - 7. Adequacy of distribution of Contract Documents.
  - 8. Procedures for maintaining Record Documents.

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9. Use of premises for:
  - a. Office, work, and storage areas.
  - b. The City's Representative's requirements.
10. Construction facilities, controls, and aids.
11. Temporary utilities.
12. Tree protection procedures.
13. Erosion control.
14. The City's Operations and Maintenance Department concerns.
15. Housekeeping procedures.
16. Insurance requirements.
17. Wage and hour compliance.
18. Conducting work in operating facility
19. Noise control.
20. Other subjects as appropriate.

## 1.02 PROGRESS MEETING

- A. During the course of construction, progress meetings will be held to discuss and resolve field problems. The City's Representative shall schedule and administer weekly progress meetings and specially called meetings throughout progress of the Work.
  1. The City's Representative shall:
    - a. Prepare agenda for meetings.
    - b. Make physical arrangements for meetings.
    - c. Preside at meetings.
    - d. Record minutes, including significant proceedings and decisions. Items not concluded will be retained on the agenda and in the minutes until conclusion is recorded in subsequent minutes. Format of the minutes shall be as mutually agreed upon by the Contractor and the City's Representative.
    - e. Distribute copies of minutes within four (4) working days after each meeting to participants in meeting and to parties affected by decisions made at meeting.
    - f. Attendees taking exception to items contained in the minutes shall state their objections, in writing, within one (1) working day prior to the next scheduled meeting.
  2. Representatives of Contractor, subcontractors and suppliers attending meeting shall be qualified and authorized to act on behalf of entity each represents.
- B. The weekly time and day of job meetings shall be mutually agreed upon by all parties concerned and once determined the job meeting shall be held every week on the same day and at the same time.
- C. Location: As designated by the City's Representative.
- D. Attending shall be:
  1. The City.
  2. The City's Representative.
  3. The Architect and the Architect's Consultants, as appropriate.

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4. City Inspector.
5. Contractor.
6. Contractor's Superintendent and Project Manager.
7. Subcontractors, as appropriate.
8. Others, as appropriate.

**1.03 PRE- ROOFING MEETING**

The Contractor's responsibilities include but are not limited to the following:

- A. Schedule job meeting to review each type of roofing work, prior to actual installation, with representatives of Architect, Contractor, Owners Project Representative, Inspector, roofing installer and other installers whose Work may affect the quality of the roofing work and with Testing Laboratory Inspection in attendance.
- A. Review in detail manufacturer's requirements, specifications, roof plan, deck plan, insulation, roofing drainage and flashing details along with any other related Work. Any anticipated or discovered conflict, incompatibility, or inadequacy shall be reviewed and resolved at the conference.
- B. Review in detail job conditions, schedule, construction sequence, requirements for application and quality of completed installation, and protection of adjacent Work and property.
- C. Review in detail means of protecting the completed Work during the remainder of the construction period.

**1.04 OTHER MEETINGS AND PRE-INSTALLATION CONFERENCES (AS REQUIRED IN OTHER SECTIONS OF THE SPECIFICATIONS)**

- A. The Contractor shall conduct the pre-installation meeting as required in other Sections of the specifications. These meetings are to insure coordination and installation of components are completed in accordance with the Contract documents.
- B. Location: As designated by the City's Representative.
- C. Attending shall be:
  1. The City's Representative.
  2. The Architect and the Architect's Consultants, as appropriate.
  3. The City Inspector.
  4. Contractor.
  5. Contractor's Project Manager.
  6. Contractor's Superintendent.
  7. Other subcontractors, installers, suppliers, and manufacturers, as specified.

**[END OF SECTION 013119]**



## **SECTION 01 33 00**

### **SUBMITTAL PROCEDURES**

#### **1.01 TIMELY SUBMITTAL**

- A. The Contractor shall have submitted the following data as required in these Specifications before request is made for first progress payment. Submittal of the following data shall be regarded as an essential part of the construction operation that is required before any progress payment will be made.
1. Schedule of Values (Cost Breakdown) as specified herein and in the General Conditions.
  2. Bill of Materials, which shall itemize the quantity of all materials for the Project correlated with each item in the cost breakdown.
  3. Schedule of submittals as specified herein.
  4. List of materials as specified herein.
  5. Construction Schedule as described in Section 013216.
  6. Proposed substitutions.
- B. Contractor may expect submittal turnaround in ten (10) working days for most submittals. Some submittals may take longer than ten (10) working days depending on the volume and complexity of the submittals.

#### **1.02 PROGRESS REPORTS**

- A. Daily Reports: The Contractor shall prepare a Daily Report for every working day giving brief particulars of work accomplished, number of workers employed for each trade, and weather conditions.
- B. Distribution: One (1) copy of the Daily Report shall be emailed to the City's Representative no later than one day after the day covered by the report. One (1) copy shall be emailed to the City's Inspector no later than 8:15 a.m. on the day after the day covered by the report. The Contractor's delivery of complete and accurate daily reports on a daily basis is a material obligation of the Contractor under the Contract Documents.

#### **1.03 SCHEDULE OF VALUES**

- A. Provide cost breakdown of the Contract Price, itemizing estimated cost of each class of Work

#### **1.04 SCHEDULE AND FORM OF SUBMITTALS**

- A. Schedule: Within ten (10) days after the date of commencement specified in the Notice to Proceed, submit schedule of submittals required under Divisions 1 through 17. Schedule shall list submittals and indicate date submittal will be made.
- B. Form:
1. Number each submittal beginning with the applicable 6-digit specification section followed by a 3-digit number i.e.: 001, 002, etc., representing the order in which the submittals were submitted. Re-submittals shall use original submittal number followed by "R." For additional re-submittals, use the original submittal number followed by "R2," "R3," etc.
  2. Refer to Section 013323 for specific requirements.

#### **1.05 LIST OF MATERIALS**

- A. Within ten (10) days after the date of commencement specified in the Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name and model number of each product. Indicate products that require long lead-time and length of lead-time. Long lead-time items which can impact the schedule shall be included in the Preliminary Schedule as well as the Procurement Schedule. Refer to Section 013216.

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- B. Where product proposed for use qualifies as substitution, indicate so. Refer to Section 012500 which defines rules governing substituting for specified products.
- C. For every material used on the Project site, a Safety Data Sheet (SDS) shall be included with each submittal.

**1.06 QUALIFICATIONS**

- A. Within ten (10) days after the date of commencement specified in the Notice to Proceed, submit qualifications for firm(s) and/or installer(s) as required in the specifications under Quality Assurance sections. If the firm(s) and/or installer(s) do not meet the required qualifications, they will be rejected. All costs and impacts to Contract Sum and Contract Schedule as a result of the rejection shall be borne by the Contractor.

**[END OF SECTION 013300]**



## **SECTION 01 33 23**

### **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

#### **1.01 REQUIREMENTS INCLUDED**

- A. All Shop Drawings, Product Data, and Samples, other than in connection with proposed substitutions, shall be submitted to the City's Representative only when specifically required; and the City's Representative will not review any other such submittals. Product Data and Samples for proposed substitutions shall be submitted to the City's Representative in accordance with Section 012500. Contractor shall be responsible for obtaining such copies of Shop Drawings, Product Data, and Samples as it may require for its own use.
- B. All Shop Drawings and Supporting Data, Catalogs, and Schedules shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Drawings and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed they shall be marked clearly to show what portions of the data are applicable to this Project.
- C. All Shop Drawings and Supporting Data, Catalogs, and Schedules shall be submitted as the instruments of the Contractor who shall be responsible for their accuracy and completeness. The Contractor, subcontractors, or suppliers may prepare these submittals, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space and access conditions at the point of installation. The Contractor shall check all submittals before submitting them to the City's Representative and shall state that the Contractor has done so in the Contractor's letter (or form) of transmittal.
- D. No partial submittal shall be accepted.

#### **1.02 RELATED REQUIREMENTS**

- A. Definitions:
  - 1. The terms "Shop Drawings" and "Product Data" as used herein, also include, but are not limited to, fabrication, erection, layout and setting drawings, manufacturers' standard drawings, descriptive literature, catalogs, brochures, performance and test data, wiring and control diagrams, all other Drawings and description data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and the positions thereof conform to the Contract Documents.
  - 2. As used herein, the term "manufactured" applies to standard units usually mass-produced. The term "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining Work, and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
- B. Manufacturers' Instructions: Where any item of work is required by the Contract Documents to be furnished, installed, or performed in accordance with specified product manufacturer's instructions, Contractor shall procure and distribute the necessary copies of such instructions to the City's Representative and all other concerned parties; and Contractor shall furnish, install, or perform the Work in strict accordance therewith.
- C. The City's Representative will normally process submittals within ten (10) working days of receipt.
- D. Submittal Schedule:
  - 1. A schedule for submission of Shop Drawings, Product Data, and Samples by Contractor (the "Submittal Schedule"), and their processing and return by the City's Representative, shall be agreed upon by both parties in order that the items covered by these submittals will be available when needed by the construction process and so that each party can plan its workload in an orderly manner.

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2. Contractor shall prepare the Submittal Schedule as per the Submittal Schedule outlined in Section 013300 and coordinate it with the Contract Schedule. No submittals will be processed before the Submittal Schedule has been submitted to and accepted by the City's Representative, except in such cases where the processing of submittals is required before the acceptance of the Submittal Schedule.
3. In preparing the Submittal Schedule, Contractor must first determine from the Contract Schedule the date the particular item is needed for the work. Working backwards, Contractor will add the required number of days for shipment, time for fabrication, and similar items to determine the date of the first submittal.
4. The Submittal Schedule shall be adjusted to meet the needs of the construction process and the Contract Schedule. Submit one (1) electronic copy of the Submittal Schedule after it is completed and each time it is updated by Contractor.

### **1.03 SHOP DRAWINGS**

- A. Present information required on Shop Drawings in a clear and thorough manner. Identify details by reference to drawing and detail, schedule, or room numbers shown and specified.
- B. The Contractor shall submit, at the Contractor's expense, Design and Shop Drawings, Product Data, and details of all construction, fabrications, equipment, installation, and other appurtenances for the City's Representative's review before such items shall be manufactured or used in the work.
- C. Supplemental specific requirements for Shop Drawings and details are contained in the applicable technical sections of the Specifications. The amount of reviewed copies of Shop Drawings and details submitted to the City's Representative will be returned as described in paragraph 1.07. The Shop Drawings and details will be returned with the actions as defined in paragraph 1.08.

### **1.04 PRODUCT DATA**

- A. Preparation:
  1. Clearly mark each copy to identify pertinent products or models.
  2. Show performance characteristics and capacities.
  3. Show dimensions and clearances required.
  4. Show wiring or piping diagrams and controls.
- B. Manufacturers' standard schematic drawings and diagrams:
  1. Modify the standard schematic Drawings and other diagrams to delete information that is not applicable to the work.
  2. Supplement standard information to provide information specifically applicable to the work.

### **1.05 SAMPLES**

- A. Office Samples shall be of sufficient size and quality to clearly illustrate the following:
  1. Functional characteristics of the products, with integrally related parts and attachment devices.
  2. Full ranges of color, texture, and pattern.

### **1.06 CONTRACTOR'S REVIEW OF SUBMITTALS**

- A. Prior to submittal, the Contractor shall check submittals thoroughly to ascertain that they comply in detail with the Contract Documents.

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- B. Review, mark up as appropriate, and stamp Shop Drawings, Product Data, and Samples prior to submission. Submittals shall clearly show that the Contractor has clearly reviewed them for conformance with the requirements of the Contract Documents and for coordination with other Sections.
- C. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
  - 4. Conformance with Contract Documents.
- D. The Contractor shall stamp the submittal that the above has been complied with, that stamp containing the Contractor's firm's name, date, and approval noted. Submittals received from the Contractor without this stamp will be returned disapproved.
- E. All Drawings that are submitted shall be 8-1/2 inches x 11 inches (8-1/2" x 11"), 11 inches x 17 inches (11" x 17"), or the same size as the Contract Drawings.
- F. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- G. Notify the City's Representative in writing, at time of submission, of any changes in the submittals from requirements of the Contract Documents.
  - 1. Substitutions will only be acceptable in accordance with the provisions of Section 012500, "Substitution Procedures."
- H. Begin no fabrication or work which requires submittals until the return of the City's Representative's final reviewed submittals.

#### **1.07 SUBMISSION REQUIREMENTS**

- A. Make submittals promptly in accordance with the Submittal Schedule and in such sequence as to cause no delay in the Work.
- B. Number of Submittals Required:
  - 1. Typically: The Contractor shall submit one (1) electronic copy.
  - 2. Shop Drawings: Submit one (1) electronic copy.
  - 3. Contractor may make prints as it requires for its use and for Subcontractors' use. The Contractor will be billed monthly for reproduction costs incurred for each submission beyond the second submission of data and drawings. Refer to Section 1.08 for the City's Representative's review of submittals.
  - 4. Product Data and Non-Reproducible Submittals: Submit one (1) electronic copy which will be retained by the City and the City's Representative.
  - 5. Samples: Submit the number specified in the Section that requires them. If the number is not specified in the Section, provide two (2) samples.
- C. Submittals shall contain:
  - 1. Complete index with the following information:
    - a. Project title and Contract identification
    - b. Date of submission and dates of any previous submissions. If re-submittal, reference original submittal number and date.
    - c. Submittal number, consecutively ordered.
    - d. Contractor's identification.

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- e. The names of:
    - i. Subcontractor.
    - ii. Supplier.
    - iii. Manufacturer.
  - 2. Identification of the product, with the Specification Section number, title, paragraph and page number or drawing reference where applicable.
  - 3. Field dimensions, clearly identified as such.
  - 4. Item number within each individual submittal.
  - 5. Reference alternate, addendum or change order number as applicable.
  - 6. Relation to adjacent or critical features of the Work or materials.
  - 7. Reference standards, such as ASTM or Federal Specification numbers.
  - 8. Identification of changes from requirements of the Contract Documents.
  - 9. Identification of revisions on re-submittals.
  - 10. An 8-inch x 3-inch (8" x 3") blank space for review stamps.
  - 11. Contractor's stamp, initialed or signed, certifying to the review of the submittal; verification of materials and field measurements and conditions; coordination with related requirements; and compliance of the information within the submittal with requirements of the Work and of the Contract Documents.
  - 12. State clearly where submittal is substitution or otherwise deviates from the Contract Documents; include justification for substitution or other deviation.
    - a. Substitutions will only be acceptable in accordance with the provisions of Section 012500, "Substitution Procedures."
  - 13. Nomenclature, legend, symbols and abbreviations used in submittals shall be same as used in Contract Documents.
- D. Resubmission Requirements:
- 1. Shop Drawings and Product Data:
    - a. Revise Shop Drawings or Product Data and resubmit as specified for the initial submittal.
    - b. Identify any changes that have been made other than those requested.
    - c. Note any departures from the Contract Documents or changes in previously reviewed submittals that were not commented upon by the City's Representative.
  - 2. Samples: Submit new Samples as required for initial submittal.
- E. Distribution:
- 1. Distribute electronic copies of Shop Drawings and Product Data, which carry the City's Representative review stamp, to the following locations:
    - a. Contractor's Project site file.
    - b. Record documents file maintained by Contractor
    - c. Subcontractors
    - d. Supplier or manufacturer
  - 2. Distribute Samples that carry the City's Representative review stamp as directed.

**[CONTINUED NEXT PAGE]**



## 1.08 THE CITY'S REPRESENTATIVE REVIEW OF SUBMITTALS

- A. After review of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows (also refer to Article 4.7.3 of the General Conditions):
1. **No Exceptions Taken**
  2. **Implement Exceptions Noted**
  3. **Revise and Resubmit** (or Note Markings, or Comment Attached, or Confirm Markings, or Resubmit, must be revised and resubmitted)
  4. **Rejected**
  5. "This review is for general conformance with the design concept and with the Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Project plans and specifications, or as authorizing departures therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, and/or selecting fabrication processes, for techniques of assembly, and for performing the work in a safe manner."
- B. Review completed by the City's Representative will not constitute acceptance by the City's Representative of any responsibility for the accuracy, coordination and completeness of the Shop Drawings or the items of equipment represented on the Drawings. Accuracy, coordination, and completeness of Shop Drawings shall be the sole responsibility of the Contractor, including responsibility to back check comments, corrections, and modifications from the City's Representative review before fabrication. Acceptance of Shop Drawings does not constitute a Change Order to the specification requirements.
- C. It is considered reasonable that the Contractor shall make a complete and acceptable submission to the City's Representative at least by the second submission of data and drawings. The City reserves the right to charge the Contractor and withhold payment due the Contractor to cover additional costs of the City's Representative review beyond the second submission.
- D. The City's Representative will review the Contractor's submittals, such as Shop Drawings, Product Data, and Samples, for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performances of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.

**[END OF SECTION 013323]**



## **SECTION 01 35 00**

### **SPECIAL PROCEDURES**

#### **1.01 HAZARDOUS MATERIAL SPILL PREVENTION (reference CEQA requirements & SWPP / BMP)**

##### **A. General**

1. All hazardous materials shall be stored so that they are protected from inclement weather and vandalism.
2. Motor vehicles shall not be fueled on the Project site.
3. Spill containment measures must be made prior to fueling when fueling equipment other than motor vehicles.
4. Vehicle maintenance, other than emergency repairs, shall not be performed on the Project site.
5. The Contractor shall maintain all emergency spill containment supplies.
6. See Section 013300, 1.07, for the requirements for Material Safety Data Sheets (MSDS).

##### **B. Spill Reporting**

1. Any spill or discharge of a liquid hazardous substance used on the Project site (paint, solvent, petroleum product, etc.) shall be reported as follows:
2. Spills greater than one quart shall be immediately reported to the City's Representative and the City's Project Inspector.
3. Spills greater than five gallons shall be immediately and simultaneously reported to the City's Representative and the City's Project Inspector.
4. Any spill or discharge of a quantity (or character) of material that is considered to be an emergency shall be immediately reported first by dialing 911 to activate the appropriate emergency response, and next reported to the City's Representative and the City's Project Inspector.

##### **C. Spill Response**

1. Spills shall be diked or contained by trained personnel to prevent the spilled hazardous material from entering the storm water system or leaving the Project site.
2. Spills of less than five (5) gallons shall be absorbed using an appropriate material. All contaminated materials shall be containerized and removed from Campus in an acceptable manner.
3. Spills in excess of five (5) gallons shall be absorbed using an appropriate material and placed in containers under the direction of Emergency Response personnel.
4. Any contaminated soil shall be removed by the Contractor and replaced with acceptable fresh soil.
5. Appropriately trained personnel shall respond utilizing safe practices.

#### **1.02 REMOVAL AND DISPOSAL OF WASTE MATERIALS (reference CEQA requirements)**

- A. Solid Waste: All refuse and debris, combustible and non-combustible, resulting from the process of clearing, demolition and construction, shall be removed from the City's property and disposed of at a legal refuse site. Contractor shall not make use of any refuse container belonging to the City.
- B. Toxic Liquid Waste: Solvents, oils and any other material which may be harmful to plant life shall be disposed of in containers and removed from the City's property. At the completion of the work, any contaminated soil shall be removed as directed by the City's Representative and replaced with acceptable fresh soil by Contractor at no expense to the City.
- C. Hauling: Hauling over public streets and campus roads shall be done only with vehicles and loads that are normally permitted on State highways. "Off road" type hauling equipment and illegal State loads will not be permitted.



**1.03 HAZARDOUS MATERIALS PROCEDURES (reference 007313 / 017310 / 017329)**

- A. Prior to demolition and / or renovation activities, the contractor shall apply for a demolition permit from the Monterey Bay Unified Air Pollution Control City (MBUACD). The Contractor shall comply with MBUAPCD National Emission Standards for Hazardous Air Pollutants policies and regulation for removal and disposal of contaminated material.
- B. During demolition and renovation activities, sheeting or other suitable barriers shall be used to limit release and dispersal of particulate matter in the air. Refuse building material shall be transferred to sealed containers or covered truck beds for transport to prevent blowing or spillage of materials.
- C. Any renovation activities requiring lead stripping and lead based paint debris shall be cleaned up and disposed of by properly trained and protected personnel and a licensed Contractor
- D. Except as otherwise specified, in the event Contractor encounters on the Project site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or other hazardous materials which have not been rendered harmless, Contractor shall immediately stop work in the area affected and report the condition to the City via the City's Representative in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos, PCB, or other hazardous materials and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos, PCB, or other hazardous materials, or when such materials have been rendered harmless.

**1.04 PUBLICITY RELEASES**

Contractor shall not release any information, story, photograph, plan or drawing relating to the Project to anyone, including the press or other public communications media, except as submitted and approved for release by the appropriate public relations authority of the City.

**[END OF SECTION 013500]**



## SECTION 01 42 13

### ABBREVIATIONS AND SYMBOLS

#### 1.01 ABBREVIATIONS

- A. The following abbreviations of organizations may be used in the Contract Documents and wherever the following terms are used, the intent and meaning shall be as follows:

|          |   |
|----------|---|
| AASHTO   | American Association of State Highway and Transportation Officials                            |
| ABMA     | American Boiler Manufacturers Association   |
| ACI      | American Concrete Institute   |
| ADA      | Americans with Disabilities Act   |
| AGA      | American Gas Association  |
| AGMA     | American Gear Manufacturers Association   |
| AIA      | American Insurance Association (formerly National Board of Fire Underwriters)                 |
| AISI     | American Iron and Steel Institute   |
| AISC     | American Institute of Steel Construction  |
| API      | American Petroleum Institute  |
| AREA     | American Railway Engineering Association  |
| ANSI     | American National Standards Institute (formerly United States of America Standards Institute) |
| APA      | American Plywood Association  |
| API      | American Petroleum Institute  |
| ASCE     | American Society of Civil Engineers   |
| ASHRAE   | American Society of Heating, Refrigerating and Air Conditioning Engineers                     |
| ASME     | American Society of Mechanical Engineers  |
| ASTM     | American Society of Testing and Materials   |
| AWPA     | American Wood Preservers' Association   |
| AWS      | American Welding Society  |
| AWWA     | American Water Works Association  |
| CALTRANS | State of California Department of Transportation  |
| CBC      | California Building Codes (Title 24)  |
| CBM      | Certified Ballast Manufacturers Association   |
| CBR      | California Bearing Ratio  |
| CSS      | California Department of Transportation Standard Specifications                               |
| CTI      | Ceramic Tile Institute of America   |
| DFPA     | Douglas Fir Plywood Association   |
| DOT      | Department of Transportation  |
| ETL      | Electrical Testing Laboratories, Inc.   |
| FCC      | Federal Communications Commission   |
| FM       | Factory Mutual Engineering and Research   |
| FS       | Federal Specification (General Services Administration)                                       |
| IEEE     | Institute of Electrical and Electronic Engineers  |
| IES      | Illuminating Engineering Society  |
| IESNA    | Illuminating Engineering Society of North America   |
| ISA      | Instrument Society of America   |
| MSS      | Manufacturer's Standardization Society of the Valve and Fittings Industry                     |
| NEC      | National Electric Code (by NFPA)  |
| NEMA     | National Electrical Manufacturers Association   |
| NFPA     | National Fire Protection Association  |
| NOAA     | National Oceanographic and Atmospheric Association  |
| OSHA     | Occupational Safety and Health Administration   |
| SMACNA   | Sheet Metal and Air Conditioning Contractors National Association, Inc.                       |
| SSPC     | Steel Structures Painting Council   |

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UBC.....Uniform Building Code with California Amendments  
UFC.....Uniform Fire Code  
UL.....Underwriters Laboratories  
UMC.....Uniform Mechanical Code  
UPC.....Uniform Plumbing Code  
WIC.....Woodwork Institute of California

B. Additional abbreviations, used on the Drawings, are listed thereon.

**1.02 SYMBOLS**

Symbols and graphic symbols, used only on the Drawings, are shown thereon.

**[END OF SECTION 014213]**



**SECTION 01 42 16**

**DEFINITIONS**

1. The following terms, when used on the Drawings or in the Specifications, shall have the following meanings:

| <u>TERM</u>   | <u>MEANING</u>   |
|---|--|
| ACCESS.....   | Unobstructed and continuous vehicular and pedestrian passage.  |
| APPROVAL / ACCEPTANCE ....                              | "The approval and acceptance of the City's Representative."  |
| AS DIRECTED .....                                       | "As directed by the City's Representative."  |
| AS REQUIRED.....  | "As required by Applicable Code Requirements; by good building practice; by the condition prevailing; by the Contract Documents; by the City; or by the City's Representative."  |
| AS SELECTED.....  | "As selected by the City's Representative."  |
| BY OTHERS.....  | Work on the Project that is outside the scope of Work to be performed by Contractor under the Contract, but will be performed by the City, Separate Contractors, or other means.   |
| CONTRACTOR-INSTALLED .....                              | Delivered and installed by Contractor as part of the Work."  |
| COST PROPOSAL.....                                      | Contractor's cost breakdown in response to a Proposal Request.   |
| DAYS.....   | The word "days" used herein or in other Contract Documents shall mean calendar days unless specifically noted otherwise. A "day" shall mean a calendar day of 24 hours, including each and every day of the year.  |
| THE CITY .....  | The term "the City" refers to "The City of Carmel-by-the-Sea" as Owner and their designated representative / Project Manager.  |
| THE CITY'S<br>INSPECTOR AND<br>INSPECTOR OF RECORD..... | Representative of the City who will perform inspections of the work for code compliance and quality assurance reporting in addition to those observations and inspections performed by The City's Representative. The City's Inspector may be the City's Representative or may be another representative of the City. If the City's Inspector and the City's Representative are not the same, the Inspector will have only that authority as specifically stated herein. |
| CITY-FURNISHED .....                                    | "To be furnished by the City at the City's cost."  |
| CITY-FURNISHED,<br>CONTRACTOR INSTALLED .....           | "To be furnished by the City at its cost and installed by the Contractor as part of the Work."   |

**[CONTINUED NEXT PAGE]**



|                             |  |
|-----------------------------|--|
| CITY'S REPRESENTATIVE ..... | The term "City's Representative" refers to the Construction Manager.   |
| FURNISH .....               | "Supply only, not install."  |
| INSTALL.....                | "Install or apply only, not furnish."  |
| LETTER OF INSTRUCTION ..... | A written document (supplemental instruction) prepared by the City's Representative which clarifies or interprets the requirements of the Contract Documents or makes minor changes to the work which do not require a change in the Contract Sum and/or Time and which are not inconsistent with the intent of the documents. A Letter of Instruction is prepared on the City's Representative's standard form. |
| PROJECT.....                | The specific facility to be constructed under these Contract Documents.  |
| PROJECT SITE.....           | Geographical location of the Project.  |
| PROPOSAL REQUEST .....      | A written document prepared by the City's Representative which requests a quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the work. A proposal request is prepared on the City's Representative's standard form.   |
| PROVIDE .....               | "Furnish and install, including provision of all related work."  |
| REASONABLY REQUIRED .....   | The term "reasonably required" shall include those items which may not specifically be indicated or noted in these documents, but which can reasonably be assumed to be necessary to complete the work of a particular system.   |
| REQUEST FOR INFORMATION     |  |
| (RFI) .....                 | A request made in writing for clarification or additional information to the City's Representative (Refer to Section 012613).  |
| SHOWN.....                  | "As indicated on the Drawings."  |
| SPECIFIED .....             | "As written in the Contract Documents."  |
| SUBMIT .....                | "Submit to the City's Representative."   |
| SUBMITTALS.....             | Detailed fabrication and setting drawings, samples, material lists, and manufacturer's equipment brochures setting forth in detail the Work as it is to be performed by Contractor.  |

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2. Items marked "by the City" or "N.I.C." on the Drawings are not to be furnished or installed as part of this Contract.
3. "As permitted," "permitted", "acceptable", "satisfactory", means by or to the City's Representative.
4. Refer to the General Conditions for additional definitions.

**[END OF SECTION 014216]**



## **SECTION 01 42 19**

### **REFERENCE STANDARDS**

#### **1.01 STANDARD SPECIFICATIONS**

Standard Specifications, such as HUD, ASTM, ANSI, AASHTO, AWWA, AISC, Commercial Standards, Federal Specification, NBFU, NEMA, UL, and the like, incorporated in the Contract Documents by reference, shall be those of the latest edition at the time of receiving bids, unless otherwise specified. Manufacturers, producers and their agents of materials required shall have such specifications available for their reference.

#### **1.02 STANDARDS AND REFERENCES**

- A. In effect on Date of Invitation for Bids: Any material specified by reference to the number, symbol or title of a specific standard such as commercial standard, a Federal Specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplement thereto in effect on the date of Invitation for Bids.
- B. Incorporation into Specifications: The standards referred to except as modified in the Specification shall have full force and effect as though printed in these Specifications. These standards are not furnished to bidders, since manufacturers and trades involved are assumed to be familiar with their requirements. The District's Representative will furnish upon request information as to how copies of the standards referred to may be obtained.

#### **1.03 QUALITY ASSURANCE**

- A. For products or quality specified by association, trade or Federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on the date of receipt of bids, unless otherwise noted.
- C. Obtain copies of standards when required by the Contract Documents. Maintain copies at the Project site during submittals, planning, and progress of the specific work, until substantial Completion.
- D. Should specified reference standards conflict with the Contract Documents, required clarification from the Construction Manager before proceeding.
- E. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or reference otherwise in any reference document.

#### **1.04 "CALIFORNIA STANDARD SPECIFICATIONS"**

Wherever in these Specifications reference is made to the "California Standard Specifications," "CSS," or "Standard Specifications" reference shall be made to Specifications entitled "State of California, Department of Transportation, Standard Specifications," latest edition, and which is incorporated herein and made a part hereof by reference thereto.

#### **1.05 AVAILABILITY OF STANDARD SPECIFICATIONS**

Where reference is made to standards or references that are published by various associations, institutes, corporations or government agencies, those specifications may be obtained from the publisher. Names and addresses of those publishers are included below. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate as of the date of the Contract Documents. Neither the District nor the District's Representative shall assume any responsibility for either errors or omissions in the following list:

American Association of State Highway and Transportation Officials  
444 North Capitol St., Suite 225  
Washington, DC 20001  
(202) 624-5800

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American Concrete Institute  
PO Box 19150  
Detroit, MI 48219  
(313) 532-2600

American Gas Association  
1515 Wilson Blvd.  
Arlington, VA 22209  
(703) 841-8400

American Insurance Association  
85 John Street  
New York, NY 10038  
(212) 669-0400

American Institute of Steel Construction  
400 N. Michigan Ave., 8th Floor  
Chicago, IL 60611  
(312) 670-2400

American Iron and Steel Institute  
1000 16th St., NW  
Washington, DC 20036  
(202) 452-7100

American National Standards Institute  
655 15th Street, NW  
Suite 300  
Washington, DC 20015  
(202) 639-4090

American Plywood Association  
PO Box 11700  
Tacoma, WA 98411  
(206) 565-6600

American Petroleum Institute  
1220 L Street, NW  
Washington, DC 20005  
(202) 682-8000

American Society of Heating, Refrigerating and  
Air Conditioning Engineers  
1791 Tullie Circle, NE  
Atlanta, GA 30329  
(404) 636-8400

American Society of Mechanical Engineers  
345 East 47th St.  
New York, NY 10017  
(212) 705-7722

ASTM  
1916 Race St.  
Philadelphia, PA 19103  
(215) 299-5400

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American Wood-Preservers' Association  
PO Box 849  
Stevensville, MD 21666  
(301) 643-4163

American Welding Society  
PO Box 350140; 550 Le Jeune Rd., NW  
Miami, FL 33135  
(305) 443-9353

American Water Works Association  
6666 W. Quincy Ave.  
Denver, CO 80235  
(303) 794-7711

Architectural Woodwork Institute  
2310 S. Walter Reed Drive  
Arlington, VA 22206  
(703) 691-9100

(State of) California Department of Transportation  
Publication Distribution Unit  
1900 Royal Oaks Drive  
Sacramento, CA 95819  
(916) 445-3520

Certified Ballast Manufacturers Association  
Hanna Building, Suite 772  
1422 Euclid Avenue  
Cleveland, OH 44115  
(216) 241-0711

Ceramic Tile Institute  
700 North Virgil Ave.  
Los Angeles, CA 90029  
(213) 660-1911

Department of Transportation  
400 Seventh St., SW  
Washington, DC 20590  
(202) 426-4000

ETL Testing Laboratories, Inc.  
PO Box 2040  
Route 11, Industrial Park  
Cortland, NY 13045  
(607) 753-6711

Factory Mutual Engineering and Research  
1151 Boston-Providence Turnpike  
Norwood, MA 02062  
(617) 762-4300

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Federal Communications Commission  
1919 M Street, NW  
Washington, DC 20554  
(202) 632-7000

Federal Specification (General Services Administration)  
Specifications Unit (WFSIS)  
7th and D Streets, SW  
Washington, DC 20406  
(202) 472-2205

Institute of Electrical and Electronic Engineers, Inc.  
Illuminating Engineering Society of North America  
345 E. 47th St.  
New York, NY 10017  
(212) 705-7926

Instrument Society of America  
PO Box 12277; 67 Alexander Drive  
Research Triangle Park, NC 27709  
(919) 549-8411

International Society of Aboriculture (ISA)  
303 West District  
P.O. Box 908  
Urbana City, Illinois 61801  
(217) 328-2032

Manufacturers Standardization Society of the Valve and Fittings Industry  
127 Park Street, NE  
Vienna, VA 22180  
(703) 281-6613

National Arborist Association (NAA)  
P.O. Box 1094  
Amherst, New Hampshire 30301  
(603) 673-3311

National Electrical Manufacturers Association  
2101 L St., NW  
Suite 300  
Washington, DC 20037  
(202) 457-8400

National Fire Protection Association  
Batterymarch Park  
Quincy, MA 02269  
(617) 770-3000

National Oceanographic and Atmospheric Association (NOAA)  
Universal Building South  
1825 Connecticut Avenue NW  
Washington, D.C. 20235  
(202) 606-4380

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Occupational Safety and Health Administration  
(U.S. Department of Labor)  
Government Printing Office  
Washington, DC 20402  
(202) 783-3238

Sheet Metal and Air Conditioning Contractors' National Association  
PO Box 70  
Merrifield, VA 22116  
(703) 790-9890

Steel Structures Painting Council  
4400 5th Ave.  
Pittsburgh, PA 15213  
(412) 578-3327

Department of Transportation  
400 Seventh St., SW  
Washington, DC 20590  
(202) 426-4000

Underwriters Laboratories  
333 Pfingsten Rd.  
Northbrook, IL 60062  
(312) 272-8800

Woodwork Institute of California  
1833 Broadway  
Fresno, CA 93773  
(209) 233-9035

**[END OF SECTION 014219]**



## **SECTION 01 43 39**

### **MOCK-UPS**

#### **1.01 SUMMARY**

- A. Section includes non-technical summary description of mock-ups detailed in the various Sections of the Specifications for review.

#### **1.02 SUBMITTALS**

- A. Procedures: In accordance with Division 1, and the requirements of respective Specification Sections.
- B. Mock-ups shall not be fabricated until after acceptance of required submittals.
- C. Schedule of Tests: Schedule and account of tests to be performed.
- D. Shop Drawings: Submit shop drawings including any required components, footings, and bracing. Clearly identify components and materials to be integrated into the assembly.
- E. Samples: Prior to construction of mock-ups, provide samples of concrete (separate sample of each finish), window section and finishes, concrete unit masonry (separate sample for each finish), wood siding, wood veneer (finished and unfinished), and metal flashing.
- F. Structural Calculations: Submit structural calculations, as required, to insure the structural integrity of the mock-ups. A State of California licensed structural or civil engineer must sign the calculations.

#### **1.03 QUALITY ASSURANCE**

- A. Design Concept: Mock-up requirements are intended to establish function, quality, finish, and color for conformance with the architectural design intent.
- B. Purpose: To verify suitability of colors, finishes and satisfactory integration of assembly components, such as windows, window panels, concrete unit masonry, topping slab, sheet metal items, and fabrication.
- C. Performance: Mock-ups shall be constructed for the City's Representative's review and testing for compliance with the Contract Documents and shall be used as a standard for the final installation.
- D. Make necessary additions and modifications to mock-ups as required to comply with performance requirements while maintaining the design concept.
- E. Modify mock-ups, or construct or install new components if requested by the City's Representative, until final acceptance is obtained.
- F. Work of this section shall serve as the standard for subsequent work of the like kind after approval by the City's Representative. Be prepared, at no additional cost to the City, to make as many modifications as necessary to achieve mock-up that is acceptable to the City's Representative and of sufficient quality to serve as the standard for the complete Project.
- G. Following acceptance, mock-ups shall serve as a performance standard of quality and appearance of the work it represents, including the interface with adjacent materials and components as applicable.
- H. Coordinate fabrication, delivery, assembly, and installation with related materials to be included in the mock-ups. Construction of the mock-up assemblies shall be under the supervision of the same personnel who will be employed for the subsequent work.

**[CONTINUED NEXT PAGE]**



- I. Approved mock-ups shall not be incorporated into the work.
  - 1. Remove and clear area after approval of the field mock-up as directed by the City's Representative, but not before placement of similar construction to be left in place and for which the mock-up shall serve as a standard.
- J. Scheduling:
  - 1. Construct mock-ups in a timely manner to permit review and modifications such that the Work is not delayed.
  - 2. Do not proceed with ordering of components or construction subject to mock-up approval until after approval has been obtained.
  - 3. Provide the City's Representative not less than ten working days notice of the time each component is ready for review.
- K. Location
  - 1. At the Contractor's option, but subject to the City's Representative approval.

**1.04 MATERIALS**

As specified in the respective Sections of the Specifications.

**1.05 MOCK-UP DESCRIPTIONS**

Sections of the Specifications may require Mock-ups. Refer to each Section for the detailed descriptions and requirements for each Mock-up, if applicable.

**[END OF SECTION 014339]**



## **SECTION 01 50 00**

### **CONSTRUCTION FACILITIES AND CONTROLS**

#### **1.01 PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

- A. The Drawings show, if applicable, existing above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other utilities that are known to the City.
- B. Locate all known existing installations before proceeding with construction operations that may cause damage to such installations. Existing installations shall be kept in service where possible and damage to them shall be repaired with no adjustment to the Contract Sum.
- C. If any other structures or utilities are encountered, request in writing the City's Representative to provide direction on how to proceed with the Work.
- D. If any structure or utility is damaged, take all appropriate action to ensure the safety of persons and property.
- E. As designated on the Drawings, protect all existing adjacent areas where trees are to remain, taking special care to limit any erosion, material or equipment storage, or disturbance to such areas during construction.

#### **1.02 INTERRUPTION OF BUILDING SERVICES**

- A. Obtain the City's Representative's approval at least five (5) working days prior to any utility service shutdown, interruption or cutover. The City may authorize overtime if the work must be performed during overtime hours, provided that the Contract Price shall not be increased for the premium costs of labor performing overtime work if work on an overtime basis to complete a shutdown, interruption, cutover or restoration of utility services during non-working days or non-working hours results from the acts, omissions or other conduct of the Contractor.

#### **1.03 PUBLIC SAFETY AND CONVENIENCE**

- A. Protection and Obstructions: Contractor shall at all times so conduct Contractor's work as to insure the least possible obstruction to traffic and inconvenience to pedestrians in the vicinity of the Work, and to insure the protection of persons and property. No road, street walkway, nor building corridor shall be closed except with the permission of the City's Representative. Minimum prior two (2) week's written notice to the City's Representative required for road closure.
- B. Fire Safety: Fire hydrants on or adjacent to the Work shall be kept accessible to fire fighting equipment at all times.
- C. Temporary Provisions: Temporary provisions shall be made by Contractor to ensure the use of sidewalks, paths, and the proper functioning of all gutters, sewer inlets, drainage ditches and culverts, and natural water courses.
- D. Warning Signs and Barricades: When working in areas that present safety hazards, warning signs and barricades shall be placed in effective locations to prevent unauthorized entry. When aisles or roadways are blocked, detour signs must be installed to clearly designate an alternate route. The Contractor shall provide appropriate barricades and signs. Barricades with blinking lights must be provided in roadways, bikeways, and pathways for barricading overnight. Proper warning signs stating 'ROAD CONSTRUCTION AHEAD' must be placed before barricades in roadways and on bike paths. Flag persons may be required to supplement warning signs and barricades.

#### **1.04 FIRE PROTECTION**

- A. Burning: No burning of any kind will be permitted on the Project site without written permission of the City.
- B. All Hot Work: No hot work of any kind will be permitted on the Project site without written permission from the local Fire Department.

**[CONTINUED NEXT PAGE]**



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- C. Spark Arresters: No person shall use or operate any internal combustion engine which is operated on hydrocarbon fuels on any forest, brush, or grass covered lands without providing, and maintaining in effective working order, a spark arrester approved by the Division of Forestry attached to the exhaust system. Motor trucks, truck tractors, buses and passenger vehicles, except motorcycles, are not subject to the provisions of this paragraph provided the exhaust system is equipped with a muffler as defined in the Vehicle Code. Spark arresters affixed to the exhaust system of engines or vehicles, as described in this Section, shall not be placed or mounted in such a position as to allow flames or heat there from to ignite any flammable material.
- D. Shovels for Fire Protection: All mobile equipment, including trucks, tractors, bulldozers, and other mobile equipment, shall be equipped with serviceable shovels for use in fire protection. Common carriers are exempt from this paragraph.
- E. Area Fire Protection:
  - 1. No person shall use or operate any motor engine, boiler, stationary equipment, welding equipment, cutting torches or grinding devices from which a spark, fire or flame may originate without first clearing away all flammable material, including snags, from the area around such operation for a distance of 10 feet and without maintaining a serviced 10 lb. multipurpose fire extinguisher ready for use at the immediate area during the operation. In the use of tar pots in roofing operations, two 10 lb. fire extinguishers are required; one on the roof and one in close proximity to the tar pot. The extinguisher(s) must display California State Fire Marshal's extinguisher service tag indicating that the extinguisher(s) have been serviced within the current year.
  - 2. Refer to Section 015100 for other fire protection requirements.
- F. Gasoline Powered Saws: No person shall use or operate any gasoline powered saw unless such saw is operated at least 50 feet from any flammable material, without providing and maintaining at locations of use or operation of said equipment for fire fighting purposes, one serviceable fire extinguisher, or, in lieu thereof, one serviceable shovel.
- G. Access for Firefighting: Access routes for fire-fighting equipment shall be maintained. Fire hydrants and fire department connections shall be kept clear of any obstructions.
- H. Fire Extinguishers: Fire extinguishers shall be located on or adjacent to:
  - 1. Storage sites of combustibles.
  - 2. Fuel dispensing vehicles.
  - 3. Sites of hot work operations.
  - 4. The Contractor's Superintendent's vehicle.
  - 5. The Contractor's office or shed.

In addition, at least one approved extinguisher shall be provided in plain sight on each floor at each usable stairway where combustible material could accumulate. Extinguishers shall be placed within the structure so that the maximum travel distance to an extinguisher is no more than 75 feet.
- I. Smoking: Smoking is prohibited at or in the vicinity of hazardous operations or combustible or flammable materials. "NO SMOKING" signs shall be posted in these areas. Smoking will be allowed only in designated areas. Where smoking is permitted, safe receptacles shall be provided for smoking materials.
- J. Flammable and combustible liquids must be used and stored so as not to create a hazard to employees or property, following all the rules required by the National Fire Protection Association.
- K. Outside storage site of Combustibles: All storage of combustibles outside of structures shall be in compliance with OSHA Title 29, Section 1952.12.C., #3 and Title 19, 3.07; California Fire Code (Part 9, Title 24 California Code of Regulations) Articles 11 and 87.
- L. Tank Trucks: The use of tank trucks shall be in conformance with NFPA, 385.

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- M. Gasoline Storage: No more than 25 gallons of gasoline shall be stored in the Project site outside of an approved storage cabinet. Cabinets shall be constructed of metal and approved by the City's Representative in consultation with the Local Fire Department having jurisdiction. All gasoline storage shall be in conformance with NFPA, No. 30, and Article 79, California Fire Code (Part 9, Title 24, California Code of Regulations).

#### **1.05 TEMPORARY CONSTRUCTION**

- A. Contractor shall provide, maintain and remove upon completion of Work; temporary construction required for performance of the Work and shall restore disturbed portions of the Project site or other disturbed areas to the satisfaction of the City's Representative.

#### **1.06 CONSTRUCTION AIDS**

- A. Scaffolding: Provide as required for execution of any part of the Work. The security and safety of the scaffolding, ladders, ramps, temporary stairs, etc., shall be the responsibility of Contractor. Only trained operators shall operate hoists. All such equipment shall meet all applicable safety code requirements.
- B. Cranes, Hoists or Chutes: Provide as required for movement of personnel, materials or equipment. The manufacturer's specifications and limitations shall be followed. Where not available, the Contractor is required to employ a qualified engineer, competent in the field, who shall determine, communicate, and document the crane's limitations to the City's Representative.
1. The rated loads of all cranes and their components must be plainly marked in full view of the operator. Attachments shall not exceed the crane's limitations.
  2. Adequate safe access must be provided to the operating station(s).
  3. All components must be in good working order; appropriate certifications, as required by the local authority having jurisdiction, must be provided; and a record of preventative maintenance, repair and replacement must be available on-site.
  4. Hoisting equipment such as sheaves, blocks, hooks, ropes, and slings must be maintained free from undue wear, in good working order and inspected frequently as specified by the local authority having jurisdiction.
  5. Any defective equipment must be removed and replaced immediately, or the crane must be taken out of service until repairs have been completed.
  6. Loads must not be handled until they have been: determined to be within the capacity of the crane; secured and balanced; the pathway of the load is clear of all obstructions; tag lines are available when appropriate; and all personnel are clear of the lift.
  7. Fire suppression equipment must be available and in good working order.
  8. Crawler and Rubber Tired cranes are to be placed to ensure stability at all boom angles and radii to be used in the lifts.
  9. Rated load capacities, recommended operating speeds, any special hazard warnings shall be posted to be visible to the operator from the control station.
  10. Only designated personnel are authorized to operate cranes.
  11. Unless electrical distribution and transmission lines have been de-energized and visibly grounded, or special insulating barriers have been erected or placed around the lines, no part of the crane or load shall be within a minimum clearance 10 feet from 50 KV or less. For lines exceeding 50 KV, additional clearances shall be provided according to the local authority having jurisdiction.
  12. Personnel shall be lifted by crane ONLY if all other means are either more hazardous or impossible due to design or Project site conditions. If personnel must be lifted, the regulations of the authority having jurisdiction must be followed carefully.

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13. The meaning of signals must be thoroughly understood by both the operator and the signal person. Only one person will be designated as the signal operator.
  14. The operator is not permitted to leave the controls while a load is suspended.
- C. Bracing and Shoring: Provide as adequate for intended use and for loads imposed without excessive settlement, deflection, or deformation. Properly support, wedge and secure to prevent displacement or failure. Refer to Section 01060 (What section is this?).
1. Shore, brace, sheet, and slope excavations as required to prevent caving, erosion, danger to persons and structures, or interference with construction operations as required to comply with safety laws.
- D. Trenching and Excavation: Refer to Section 014100.
- E. Moisture Control:
1. Perform pumping, trenching, damming and under-draining necessary to keep the Project site free from water during construction.
  2. Dispose of water in manner acceptable to local regulations, taking care to ensure that no existing water disposal facilities are impeded, clogged, damaged or interfered with in any way.
  3. Refer also to Section 015713, "Temporary Erosion and Sediment Control."
- F. Illumination: When any work is performed at night or where daylight is obscured, provide artificial light sufficient to execute the Work properly and to permit thorough inspection.

#### **1.07 BARRIERS AND ENCLOSURES**

- A. Contractor shall submit for approval a plan for fencing entire limits of work (Project Site) which coordinates contractor-installed fencing, with owner-installed fencing, if any, designated environmentally sensitive areas, Project boundary, barriers, tree protection, access to and from site and sequencing requirements.
- B. All fencing shall be galvanized chain link type, six (6) feet high, with materials and installation conforming to the requirements of the Chain Link Fence Manufacturers Institute (CLFMI) "Product Manual" for Type I fences, with green screen fabric
- C. A minimum of two vehicular gates, 10 feet wide, shall be provided at locations acceptable to the Owner and approved by The Owner's Representative. The fencing shall be maintained and relocated by Contractor throughout the Project to the satisfaction of The Owner's Representative as required.
- D. The fencing shall be maintained and relocated by Contractor throughout the Project to the satisfaction of the Owner's Representative as required.

#### **1.08 PROTECTION OF PLANT LIFE**

- A. No trees shall be removed, pruned, or trimmed without prior approval by the City's Representative.
- B. Solvents, oils, and any other materials which may be harmful to plant life shall be disposed of in containers as directed by the City's Representative and removed from the site. At completion of the Work, any contaminated soil shall be removed and replaced with good soil by the Contractor at no expense to the City.
  1. Refer to soil requirements in Division 31.
- C. Drip lines of trees: No diesel or gasoline engine equipment shall be left running under trees or left parked under trees within their drip line.
- D. Refer to Section 015639 for tree protection.

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## **1.09 SECURITY**

- A. The City will not accept any responsibility for damage or loss of Contractor's equipment or materials stored on any project related site caused by vandalism, nature, or otherwise, suffered by Contractor. Protection of all construction, equipment, stores, and supplies shall be the sole responsibility of Contractor.

## **1.10 ACCESS ROADS AND PARKING AREAS**

- A. Construction Access: The City reserves the right to control paths of access to the Work. In general, access to work areas will be permitted only over areas involved in this work from where they connect to existing paved roads.
- B. Contractor shall obtain the permission of the City's Representative before pioneering any access. Where additional access is permitted, the limits set by the City's Representative and only types of equipment approved by the City's Representative will be allowed in these areas.
- C. Parking:
  - 1. Vehicles belonging to Contractor and persons or firms with whom Contractor is doing business shall be parked within the Project boundary or designated staging areas. Contractor shall exercise complete control over all vehicles entering upon the Project site of the Work and designate and maintain appropriate parking areas within the site. Parking will not be permitted within drip lines of existing trees. Under no circumstances are any vehicles to encroach on open spaces or on parking spaces/areas or streets outside Project boundary or staging areas designated by the City.
  - 2. If the Project boundary will not accommodate Contractor's parking needs, Contractor may have limited use of the City's parking facilities on campus in conformance with the City's requirements contractor must requests and receive City representative's approval prior to parking on Campus.

## **1.11 TEMPORARY CONTROLS**

- A. Contractor shall provide and maintain suitable temporary barricades, fences, directional signs, or other structures as required for protection of public traffic; provide walks around any obstructions made in public places in carrying on the Work covered by the Contract; maintain from the beginning of twilight through the whole of every night on or near the obstructions, sufficient light and guards to protect travelers from injury to the satisfaction of the City's Representative.
- B. Noise Control and Abatement:
  - 1. Provide state-of-the-art mufflers, silencers and noise control features for all equipment.
  - 2. Prohibit vehicles and other gas- or diesel-powered equipment from unnecessary warming up, idling and engine revving.
  - 3. Utilize least noisy procedures or machines such as electric rather than diesel-powered equipment whenever there is a choice.
  - 4. Use of powered construction equipment, except impact tools, which generates noise in excess of 80 dBA measured at a distance of 100 feet is prohibited.
  - 5. Provide impact tools and equipment that have intake and exhaust muffler as applicable; pavement breakers and jackhammers shall be equipped with acoustically attenuating shields or shrouds.
- C. Drainage and Erosion Control During Construction:
  - 1. Maintain all portions of Work free from standing water at all times during construction.

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2. Where required, construct temporary drainage ditches, berms, or pumping systems to divert drainage water from Project site; ensure resultant water is carried to nearest natural watercourse and disposed of without erosion to surrounding area.
3. Take care to prevent silting of existing sinkholes and watercourses, and designated environmentally sensitive areas.
4. Remove and dispose of silt which is deposited as result of Work of this Project to the satisfaction of the City's Representative at no additional cost to the City.
5. Conform to all requirements of the City's Erosion Control Standards for erosion control.
6. Refer to Section 015713 for further requirements.

#### 1.12 TRAFFIC REGULATION

- A. Traffic will be controlled using methods specified by CALTRANS, and occur during hours permitted by the City.
- B. Traffic may be reduced to one lane during the workday with appropriate use of Contractor-provided flag person with the consent of the City's Representative.
- C. Construction Parking Control: Distribution of available parking shall be the Contractor's responsibility.
- D. Flag persons at Access Routes: Provide as required to signal and regulate traffic to and from the Project site. All flag persons shall wear blaze orange or similar color vests.
- E. Provide flares, lights and temporary traffic signals as may be required to ensure safe traffic conditions on access roads in immediate vicinity of construction.
- F. Haul Routes: The City reserves the right to designate haul routes in the event construction traffic conflicts with the City's operations or interferes with normal campus traffic. Truck-trailers may be parked off site in designated Campus areas or locations approved by the City's Representative.
- G. All speed limits, stop signs, and other traffic regulations shall be followed at all times.
- H. Traffic control routes and site access ways shall be as indicated on the drawings. Sketches for the construction of certain detours in areas not indicated on the drawings shall be submitted to the City's Representative for acceptance.

#### 1.13 DUST PALLIATION

- A. The Contractor shall take appropriate steps throughout the term of the Project, such as watering, to prevent air borne dust due to work under this Contract. No chemical palliatives shall be used without permission of the City's Representative. Contractor shall provide, at the Contractor's expense, all water spreading operations for dust palliation. Water for dust palliation will be provided by the City and paid for by the Contractor in accordance with Section 015100.
- B. Any chemicals under consideration, and their application methods, must be favorably reviewed by the City's Representative, in consultation with the City's professional Occupational Safety and Health staff.
- C. The Contractor will control all runoff so as not to pollute public or private waterways and control all airborne materials as required by the City.
- D. The Contractor will be responsible for providing employees applying dust control materials with appropriate personal protective equipment to protect them from injurious exposures.
- E. The Contractor will be responsible for training all employees applying chemical palliatives, in the proper application procedures and of the hazards to which they may be exposed.
- F. Whenever possible the Contractor shall use alternatives that are less likely to create dusty conditions.
- G. The Contractor is responsible to dispose of all contaminated refuse as specified by the Material Safety Data Sheets, local authority having jurisdiction, and/or the City.

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- H. Compressed air in excess of 30 psi will not be used for cleaning purposes. Appropriate personal protective equipment, i.e., eye and hearing protection will be used during use of compressed air for cleaning.
- I. Any work creating airborne materials that are, or could be, combustible will be performed in such a manner so as not to create a fire or explosion hazard. Such materials will be removed from the Project site and stored or taken off-site by use of methods that will control fire or explosion hazards.

**1.14 OVERLOADING**

- A. If Contractor shall cause, permit or allow any roadway, structure, or utility element to be overloaded by shoring, piling, or setting thereon, any material or equipment, or by performing thereon any of Contractor's work, Contractor shall do so at Contractor's sole risk and Contractor shall be solely responsible for any and all loss, damage and/or injury arising or resulting there from. Improper use of high-energy compaction equipment shall be regarded as a form of overloading as defined under this paragraph.

**1.15 HAULING EQUIPMENT AND ROUTES**

- A. Hauling over existing roads (paved or unpaved) shall be done only with vehicles and loads that are normally permitted on State Highways. "Off road" type haul equipment and illegal State loads will not be permitted.
- B. Haul Routes: The Contractor shall comply with all local and regional limitations regarding the use of public roadways for transportation of good, materials or equipment. The City reserves the right to designate haul routes within the geographic limits of campus and/or the geographic areas adjacent to Monterey Peninsula College in event construction traffic conflicts with the City's operations or interferes with normal campus traffic or traffic in the geographic areas adjacent the campus.

**1.16 CARE OF PRESENT BUILDINGS, GROUNDS AND UTILITIES**

- A. Contractor shall be held responsible, so far as Contractor's operations are concerned, for the care and preservation of the adjacent premises, plant life, landscaping, utilities walks, streets and coterminous property. Any parts of them injured, damaged, or disturbed because of Contractor's work shall be promptly repaired, replaced, or cleaned to the satisfaction of the City's Representative at Contractor's expense.
- B. Any and all existing roads, curbing, utility poles, underground utility lines, etc., damaged by Contractor in the execution of this Contract shall be restored to former condition by Contractor to the satisfaction of the City's Representative at no change in the Contract Price.
- C. Known existing underground utilities are shown or noted on the Drawings. It shall be Contractor's responsibility to protect these utilities and Contractor shall repair at Contractor's expense, any such utilities damaged by Contractor's operation.
- D. Disrupted utilities shall be restored to service promptly by continuous effort, including overtime, at no cost to the City. Permanent repairs may be delayed to normal hours if temporary service restoration meets health, safety, and campus operational requirements.

**1.17 CARE OF CONTRACTOR'S WORK**

- A. Contractor shall be responsible for damage to any of Contractor's work prior to final acceptance. Contractor shall adequately protect all conduit openings, trenches, ditches, equipment and materials to prevent obstructions, breakage, misuse, or disfigurement during construction, insofar as possible.
- B. All surfaces, structural or finish, which are exposed to view in the completed building or structure, and all items of equipment shall be completely protected from damage during the construction phase by Contractor, who shall take all necessary precautions to ensure that the Project is turned over to the City entirely free from scratches, abrasions, dents, drips, gouges, stains, water marks, paint or oil runs, or similar types of damage.
  - 1. Wherever such damage does occur, and before the final inspection of the building by the City's Representative, Contractor shall, at no expense to the City and under the direction of the City's Representative, completely remove the damaged work and replace it in conformance with the Contract Documents.

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- C. All methods of protection shall be selected by Contractor, and maintained in good condition, until each element so protected is ready for the next phase of the work, or until it is prepared for final cleaning.
- D. All protection shall be carefully removed so as to cause no damage to the protected element or area.

**1.18 WEATHER PROTECTION**

- A. Contractor shall at all times protect the excavation and trenches from damage by rainwater, spring water, or backup up of drains or sewers. Contractor shall provide pumps and equipment and enclosures to provide this protection. The building structures and interior finishes and furnishings shall be protected by Contractor from rain, dew, wind, and all other elements of the weather during periods when roof areas are unprotected by roofing, and when breaches are present in the exterior walls. Such areas shall be covered with weather tight tarpaulins firmly secured or by other approved methods. See Division 31, Site Work, for drainage control requirements.

**1.19 MATERIALS STOCKPILING**

- A. Areas as close as practicable to the work areas will be designated by the City's Representative for stockpiling of materials. Materials shall not be stockpiled except at sites acceptable to, and approved by, the City's Representative.
- B. Materials that must be sheltered for proper storage shall be stored in Contractor furnished temporary structures.

**1.20 PROJECT IDENTIFICATION AND SIGNS**

- A. Signboards: No advertising matter shall be attached or painted on surfaces of building, fences, barricades, or canopies.

**1.21 FIELD OFFICES AND SHEDS**

- A. The City will not furnish required office space to Contractor.
- B. Storage: Contractor shall provide all structures required at the Project site for safe and proper storage of tools and materials. These structures shall be placed only at locations acceptable to the City, and approved by the City's Representative.
- C. Contractor shall remove all such structures from the site at completion of the Work.

**1.22 HOUSEKEEPING**

- A. During the course of construction, alteration, or repairs, form and scrap lumber with protruding nails, and all other debris, shall be kept cleared from work areas, passageways, and stairs, in and around buildings or other structures.
- B. The Contractor shall provide waste bins for use by all subcontractors and personnel on site. Remove and legally dispose of all surplus, excavated or left-over materials and debris, keeping the Project site and public ways clean.
- C. Combustible scrap and debris shall be removed at regular intervals during the course of construction. Safe means shall be provided to facilitate such removal. No combustible scrap or debris shall be stacked or placed within ten feet of buildings or structures.
- D. Containers shall be provided for the collection and separation of waste, trash, oily and used rags, and other refuse. Containers used for garbage and other oily flammable, or hazardous waste, such as caustics, acids, harmful dusts, etc., shall be equipped with covers. Garbage and other waste shall be disposed of at frequent and regular intervals, at a minimum of every week.

**[END OF SECTION 015000]**



## **SECTION 01 56 39**

### **TEMPORARY TREE AND PLANT PROTECTION**

#### **1.01 SUMMARY**

A. Section includes, but is not necessarily limited to:

1. Tree protection
2. Tree identification
3. Trimming tree limbs and branches
4. Root pruning
5. Raising fringe of trees
6. Grading around trees
7. Incidental extra work
8. Debris removal
9. Protective chain-link fence relocation or removal

B. Related Sections:

1. Barriers and Enclosures: Section: 015000 (Temporary Facilities and Controls)

C. Existing Trees:

The existing trees and other vegetation to be preserved as shown on the drawings to remain. Verify exact location of existing trees in relation to the layout of new buildings before work begins.

#### **1.02 QUALITY ASSURANCE**

A. Standards of workmanship shall conform to those recommended by:

1. City, Division of Agriculture and Natural Resources, "Pruning Landscape Trees," 1981, publication #2574.
2. American National Standards Institute (ANSI), Section 133.1, "Tree Trimming and Removal."
3. International Society of Arboriculture (ISA).
4. National Arborist Association.

#### **1.03 PROJECT CONDITIONS**

A. Visit Project site and determine conditions under which work will be performed.

B. Do not begin work until meeting with the City's Representative on the Project site to confirm tree locations and work to be performed.

C. Protection: Provide adequate protection of existing trees against damage from construction operations.

1. Install barricades for all trees, a 6-foot high chain-link fence. Locate fence at or beyond tree drip lines (outside edge of tree branching) of items so protected, or as indicated on tree work drawing.
2. Especially protect roots, trunk, and foliage of existing trees.
3. Do not permit the following:
  - a. Using trees as support posts, power poles, sign posts, or anchorage for ropes, guy wires and power lines or other similar functions.

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- b. Poisoning items by disposing of paint, petroleum products, dirty water or other deleterious materials on or around trees.
  - c. Compaction of tree root area by moving trucks, grading, machines, storage of equipment, gravel, earth fill, supplies, etc.; within the tree drip line (outside edge of tree branching).
  - d. Damage to trunk or limbs caused by maneuvering vehicles or stacking material and equipment too close to them.
- D. Compensation for planting loss: Any tree to remain, damaged or destroyed due to the Contractor's negligence or failure to provide adequate protection shall be compensated for in accordance with the following schedule of values, using "tree-caliper" method (greatest trunk diameter measured 30-inches above ground) as set forth below. The City may deduct plant loss compensation (calculated pursuant to the following) from any portion of the Contract Price then or thereafter due the Contractor.
- 1. For trees or shrubs with diameters up to and including 6 inches, actual cost of replacement with items similar in species, size and shape, including:
    - a. Actual cost of item boxed out of ground.
    - b. Transportation or delivery of boxed item to the Project site.
    - c. Planting and staking.
    - d. Maintenance in watering, fertilizing, pruning, pest control and other care to bring replacement to same general conditions as original item.

- 2. For trunks up to:

| <u>Size (in inches)</u>                 | <u>\$ Amount</u> |
|---|------------------|
| 7                                       | 1,200.00         |
| 8                                       | 1,700.00         |
| 9                                       | 2,200.00         |
| 10                                      | 2,600.00         |
| 11                                      | 3,100.00         |
| 12                                      | 3,600.00         |
| 13                                      | 4,100.00         |
| 14                                      | 4,600.00         |
| 15                                      | 5,000.00         |
| 16                                      | 5,500.00         |
| 17                                      | 6,000.00         |
| 18 and over, add for each caliper inch: | 600.00           |

#### **1.04 MATERIALS**

- A. Tree wound Dressing: Prior to any application, the City's Representative shall approve material and application.
- B. Protective fencing: 6-foot high galvanized chain link. See Section 015000.

#### **1.05 TREE IDENTIFICATION**

- A. Identification of trees to be removed or to remain that have not been so marked on the drawings are subject to the approval of the City's Representative.
- B. No trees are to be removed without prior approval of the City's Representative.

#### **1.06 TRIMMING TREES**

- A. No limbs are to be removed without prior approval of the City's Representative.
- B. Notify the City's Representative when a tree limb is in conflict with the construction.

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C. "Trim" shall be interpreted as follows:

1. Removal of dead branches 1/4 inch and over in diameter.
2. Removal of all dead and live stubs 1/4 inch and over in diameter.
3. Removal of all broken branches, all loose branches and other debris lodged in trees.
4. Removal of undesirable sucker growth.
5. Removal of all live branches that interfere with the tree's structural strength and healthful development. These include:
  - a. Limbs that rub and abrade a more important branch.
  - b. Limbs of weak structure that is not important to the frame work of the tree.
  - c. Limbs with twigs and foliage obstructing development of more important branches.
  - d. Limbs near the end of limbs that produce more weight than the limb is likely to support.

#### **1.07 ROOT PRUNING**

- A. Avoid root cutting to prevent disruption of the trees water and nutrient carrying capacity and the natural stability based on balance of radial or sinker root system.
- B. Notify the City's Representative if root cutting becomes necessary.
- C. Avoid tearing or ripping tree roots due to excavation activities.
  1. Where root cutting is necessary, no roots are to be cut without prior approval of the City's Representative.
  2. Bridge or tunnel under roots greater than four inches in diameter where exposed.
  3. Where root cutting becomes necessary, roots are to be exposed by manually digging a trench and clean cutting with a saw, lopping shears or other approved root-pruning equipment. Under no circumstance are tree roots to be left splintered or the ends shredded.

#### **1.08 REMOVING TREES**

- A. No trees are to be removed without prior approval of the City's Representative.
- B. "Removing Trees" shall be interpreted as removing tree to the ground level and reducing the stump two (2) feet below grade, using a suitable mechanical stump chipper. In order to prevent damage to root systems of remaining adjacent trees, use of a tractor for reduction of stumpage will not be permitted. Trees that are to be removed are indicated on the drawings.

#### **1.09 RAISING SOIL LEVEL**

- A. Soil placed on the surface around existing trees can create problems involving gaseous exchange in the root zone, crown rot and soil moisture. Soil aeration is a critical factor. Notify the City's Representative of any soil work under trees or adjacent to tree drip lines (outer edge of tree branching).

#### **1.10 LOWERING SOIL LEVEL**

- A. Removing soil from under a tree canopy can seriously damage roots and may even impair the stability of the tree. Notify the City's Representative of any soil work under a tree.

#### **1.11 DEBRIS REMOVAL**

- A. Dispose of all fallen debris present around trees subject to work under this section. All wood and debris resulting from the Contractor's operations shall become the property of the Contractor and shall be disposed of by the Contractor off City property.

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**1.12 TREE PROTECTIVE FENCING**

- A. Provide fencing as indicated on the drawings and as called out for in this section.
- B. Install protective fencing and plywood protection adjacent to tree areas and utilities installation areas prior to commencing work in these locations.
- C. Relocation of protective fencing as a sequence of construction requires no additional cost to the City. Refer to Section 015000.

**[END OF SECTION 015639]**



## **SECTION 01 57 13**

### **TEMPORARY EROSION AND SEDIMENT CONTROL**

#### **1.01 GENERAL**

This section includes procedures, requirements and guidelines for Contractor designed, constructed, and maintained erosion and sediment control measures.

#### **1.02 RELATED SECTIONS**

A. Section 015000 –Temporary Facilities and Temporary Controls

#### **1.03 EROSION CONTROL**

A. General:

1. Be responsible for erosion and sediment control within the Project site or anywhere that Project construction disturbs the surface vegetation or soil.
  - a. Prevent erosion of graded areas during construction and until permanent planting will provide protection and permanent drainage and erosion control measures are installed.
  - b. Prevent any sediment from leaving the Project site, either water-borne, air-borne, on the tires of vehicles, or by spillage from off-site hauling of soils.
2. Include the cost of all erosion and sediment control measures in the price bid.

B. Work Restrictions:

1. No clearing, brushing, or grading shall begin until temporary desilting facilities are in place at each watercourse leaving the Project site, and any portion of the site which slopes toward the perimeter has adequate perimeter control facilities in place.
2. Submit an Erosion and Sediment Control Plan to the City's Representative for review prior to scheduled implementation. Refer to Section 013300. At the completion of the City's Representative review, a meeting will be conducted by the City's Representative with the Contractor to discuss and agree upon the implementation of the plan.
3. Agreement to the plan by other parties does not relieve the Contractor from full responsibility for its effectiveness.

C. Winter Erosion and Sediment Control Plan:

1. Whenever construction is planned during the period October 15 through April 15, submit an erosion and sediment control plan prepared by a registered civil engineer for any denuded soil area within the Project site or any other area where the soil surface will be disturbed by construction operations.
2. Implement the plan by October 15 or by the date scheduled for commencing construction after October 15, with all required features in place.
3. Submit an Erosion and Sediment Control Plan to the City's Representative for review prior to scheduled implementation. Refer to Section 013300 - Submittals. At the completion of the City's Representative review, a meeting will be conducted by the City's Representative with the Contractor to discuss and agree upon the implementation of the plan.
4. Agreement to the plan by other parties does not relieve the Contractor from full responsibility for its effectiveness.

**[CONTINUED NEXT PAGE]**



D. Erosion and Sediment Control Plan Requirements:

1. Temporary soil stabilization measures installed on graded slopes steeper than a ratio of three (horizontal) to one (vertical), and/or greater than 10 feet in height.
2. Desilting facilities at all drainage outlets from the graded site, designed for 25-year storm intensity. They must be detailed on the plans. Submit design and specific recommendations for the following:
  - a. Desilting basin volume based on gradient and nature of soils.
  - b. The actual extent of all graded areas and identification of any temporary soil stabilization measures.
  - c. Size of desilting basin outlet pipe and overflow.
  - d. Dike requirements. Show minimum wall width, slope of walls, percent compaction, etc.
3. Show the placement of devices to reduce erosion damage within the Project site.
4. Outlet conditions from the desilting basin shall not exceed downstream limitations, with the exception of overflow that is to be designed to provide capacity of 1.5 times the maximum design flow.
5. Provide for:
  - a. Adjustment of the plan as grading progresses.
  - b. Control of the grading work so as not to violate assumptions of the plan.
6. Include the following notes on the plan:
  - a. In case of emergency call

\_\_\_\_\_  
(Responsible person)

at \_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
(24 hour phone no.)

- b. The undersigned civil engineer will review the erosion control work.

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
California Registered Civil Engineer No.

- c. A standby crew for emergency work shall be available at all times during the rainy season, October 15 through April 15. Necessary materials shall be available on the Project site and stockpiled at convenient locations to facilitate rapid construction of temporary devices or to repair any damaged erosion control measures when rain is imminent.
- d. Do not move or modify devices without the approval of the City's Representative.
- e. All removable protective devices shown shall be in place at the end of each working day when the five-day rain probability forecast exceeds 40 percent.
- f. After a rainstorm, remove all silt and debris from check berms and desilting basins. Immediately repair any graded slope surface protection measures damaged during a rainstorm.

**[CONTINUED NEXT PAGE]**



- g. Fill slopes at the Project perimeter must drain away from the top of the slope at the conclusion of each working day.
- h. Whenever the depth of water in any device exceeds two feet, barricade or guard the Project site for public safety until the water has subsided.
- i. Do not pump or otherwise drain unfiltered water from the basins until sediment has settled.
- j. Do not fill sand bags with gravel; use only sand or granular soil.
- k. Do not use perforated risers as pond outlets.
- l. Do not use filtering devices as a means of control.
- m. Completely cover any pipe outlet from a desilting basin with sandbags filled with coarse sand as a final means of protection.

E. Use of Permanent Drainage Facilities:

- 1. Any drainage structures, or detention devices that appear in the contract documents may be utilized in the Erosion and Sediment Control plan on the condition that they are temporarily modified to serve the Contractor's purposes, and cleaned before Project completion.
- 2. Such facilities have been designed for the City's use in drainage control upon completion of the Project, and shall not be considered as adequate for control during construction except by the independent determination of the Contractor.

F. Planted Areas:

- 1. For the purpose of this Section, planted areas indicated on the drawings are not considered to be installed until one year has elapsed since the time of planting, or until released by the City's Representative as being substantially established. Therefore:
  - a. Maintain planting, and erosion control measures around the planted area for at least one (1) year.
  - b. Make repairs to any damaged areas during that time.
  - c. Where planting is lost due to erosion, replace it and begin the one-year period for that portion at the time of replacement.

**[END OF SECTION 015713]**



## **SECTION 01 60 00**

### **PRODUCT REQUIREMENTS**

#### **1.01 GENERAL**

- A. Unless otherwise specifically provided elsewhere in the Contract Documents, all materials, equipment, and articles incorporated in the Work shall be first grade, new and delivered (where practicable) to the job in original containers or cartons. Each article or equipment specified shall be the latest product as listed in printed catalog data of latest date, and shall be the standard product of a single manufacturer.
- B. All material and equipment incorporated in the Work shall be:
  - 1. In condition acceptable to the City's Representative.
  - 2. Suitable for intended use.
- C. Keep materials clean, dry and undamaged.

#### **1.02 TRANSPORTATION AND HANDLING**

- A. All products shall be delivered, stored and handled in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Contractor shall control delivery schedules to minimize long-term storage at the Project site and to prevent overcrowding of construction spaces. In particular, Contractor shall coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.
- B. Products shall be delivered to the Project site in the manufacturer's sealed original container or other packaging system, clearly labeled with manufacturer's name, brand, grade seal or model number, and instructions for handling, storing, unpacking, protecting and installing.
- C. Promptly remove damaged or defective products from the Project site and replace with no adjustment of Contract Sum.

#### **1.03 STORAGE AND PROTECTION**

- A. When delivered and before installation, all materials shall be provided with protection as required to prevent damage. All surfaces shall be kept clean and free from dirt and stains. Deliveries to the Project site shall be made only during the hours indicated herein.
- B. Products shall be stored at the Project site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- C. Heavy materials shall be stored away from the Project structure in a manner that will not endanger the supporting construction.
- D. Store manufactured products in accordance with manufacturers' instructions and with seals and labels intact and legible.
  - 1. Store products subject to damage by the elements in weather tight enclosures.
  - 2. Maintain temperature and humidity in accordance with manufacturers' recommendations.
- E. Exterior Storage:
  - 1. Store materials and equipment above ground on blocking or skids to prevent soiling, staining and damage.
  - 2. Cover products that are subject to damage by the elements with impervious protective sheet coverings. Provide adequate ventilation to prevent condensation.
  - 3. Store sand, rock, or aggregate material in a well-drained area on solid surfaces to prevent mixing with foreign matter.

**[CONTINUED NEXT PAGE]**



- F. Periodically inspect stored products to assure that products are maintained under specified conditions and are free from damage and deterioration.
- G. Protection after Installation:
  - 1. Prevent damage to materials and equipment.
  - 2. Use whatever protective materials or methods are necessary to prevent damage to installed products from traffic, construction operations, and weather. Remove protection when no longer required.
  - 3. Maintain temperature and humidity conditions in interior spaces for the work in accordance with manufacturers' instructions for the materials and equipment being protected.

#### **1.04 STANDARD PRODUCTS**

Unless otherwise indicated in these Specifications, or favorably reviewed by the City's Representative, materials and equipment for the construction work shall be essentially the standard product of a manufacturer regularly engaged in the production of such materials and equipment or materials and equipment of comparable character.

#### **1.05 UL LABEL**

Materials and equipment, for which Underwriters' Laboratories, Inc. standards have been established and their label service is available, shall bear the appropriate UL Label.

#### **1.06 MANUFACTURERS' TRADE MARKS AND NAMES**

The City's Representative reserves the right to review and request the removal or redesign of manufacturers' trade marks and names on items of materials and equipment which will be exposed to view in the completed Work. Such removal or redesign shall be with no adjustment of Contract Sum.

**[END OF SECTION 016000]**



## **SECTION 01 73 29**

### **CUTTING AND PATCHING**

#### **PART 1 GENERAL**

##### **1.1. RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### **1.2. SUMMARY**

- A. This Section includes procedural requirements for cutting and patching.

##### **1.3. DEFINITIONS**

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

##### **1.4. QUALITY ASSURANCE**

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

#### **PART 2 PRODUCTS**

##### **2.1. MATERIALS**

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

#### **PART 3 EXECUTION**

##### **3.1. EXAMINATION**

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

**[CONTINUED NEXT PAGE]**



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3.2. PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3. PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 3. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  - 4. NOTE: existing painted surfaces on this project are presumed to contain lead.
    - a. Contractors bidding for renovation work should be compliant with the requirements of the Cal OSHA lead Construction Standard (Title 8 CCR 1532.1).
    - b. Contractor is to perform all cutting, demolition and disposal of existing painted surfaces in accordance with Cal OSHA and all relevant Local, State and Federal codes.
    - c. Contractor shall use lead trained workers where necessary using appropriate worker protection and engineering controls.
    - d. Construction activities impacting existing painted surfaces shall not include the use of wire brushing, flame torching, dry scraping, sanding, stripping abrasive methods or heat guns unless proper engineering controls and worker protection are in place which are compliant with Cal OSHA and all relevant codes.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

**[CONTINUED NEXT PAGE]**



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3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

**[END OF SECTION 017329]**



## **SECTION 01 77 00**

### **CLOSEOUT PROCEDURES**

#### **1.01 CLOSE-OUT PROCEDURES**

- A. Close-out Submittals: Prior to final payment and before the City's Representative issues a final Certificate for Payment, following shall be submitted as directed:
1. Maintenance Material (Extra Stock):
    - a. Where called for in the Specifications, deliver to the City at its designated storage location materials, etc., for use in maintenance work.
    - b. Provide list of materials and quantities delivered to the City indicating date and acceptance by the City.
  2. Evidence of compliance with requirements of governing authorities.
  3. Record of all inspections and tests.
  4. Project Record Documents.
  5. Operating and Maintenance Data, Instructions to the City's Personnel in suitable transfer cases.
  6. Evidence of Payment and Release of Liens.
  7. Consent of Surety for final payment.
  8. Guarantees, Bonds, Service and Maintenance contracts as per Section 017800.
- B. Final Adjustment of Accounts: Submit final request for payment to the City. The Contractor will prepare a final Certificate for Payment, reflecting approved adjustments to the Contract Sum not previously made by modifications. Final request shall reflect all adjustments to the Contract Sum as follows:
1. The original Contract Sum, including accepted alternates.
  2. Additions and deductions resulting from:
    - a. Previous modifications (Change Orders).
    - b. Unit prices.
    - c. Deductions for uncorrected Work.
    - d. Deduction for re-inspection payments.
    - e. Retainage.
    - f. Other adjustments.
  3. Total Contract Sum, as adjusted.
  4. Previous payments.
  5. Sum remaining due.

#### **1.02 PREREQUISITES TO FINAL PAYMENT**

- A. The Contractor shall satisfactorily fulfill all the following requirements of the Contract before making request for final payment.
1. Work shall be complete and the Contractor shall receive the City's Representative's acceptance of all phases of the Project.

**[CONTINUED NEXT PAGE]**



2. Deliver to the City's Representatives and receive the City's Representative's written acceptance of the following:
  - a. Written Guarantees.
  - b. As-built Drawings (PDFs)
  - c. Electronic CAD format for all as-built civil and landscape drawings on CD
  - d. Record of all inspections and tests.
  - e. File of all operations and maintenance manuals.
  - f. Email the City a copy of the Final Verified Report filed or to be filed by the Contractor with the City.
3. Email the City's Representative and receive the City's Representative's acceptance of the City's Inspection Card(s) with all applicable items thereon signed as having been duly inspected and satisfactorily completed.

### **1.03 PROJECT CLOSE-OUT**

- A. Completion of Work: On completion of the Work, the Contractor shall request the final inspection in writing to the City's Representative. In the written request for final inspection, the Contractor shall certify that all work specified in the Contract Documents has been completed, including starting of systems. The final cleaning shall be complete prior to requesting the final inspection.
- B. Deficiencies: If deficiencies and omissions by the Contractor are observed, they will be listed by the City's Representative in a written memo (Punch List) to the Contractor and the City. The Contractor shall correct all listed deficiencies and omissions in a timely manner until all of the Work is in an acceptable condition and will so certify in writing to the City's Representative.
- C. Punch List Inspection: After receipt of the Contractor's certification in writing that all deficiencies have been corrected, the City's Representative will make a Punch List inspection. The City's Representative will notify the Contractor in writing of any items that remain unsatisfactory. The Contractor shall be responsible for all costs for re-inspection due to unsatisfactory work that is incurred by the City after the first Punch List inspection.

### **1.04 PROJECT RECORD DOCUMENTS**

- A. Record Drawings (As-Built Drawings): The Contractor shall be solely responsible for the maintenance and completion of As-Built Drawings, and the following procedure shall be strictly adhered to:
  1. In the Contractor's job construction office, there will be one complete set of redline prints of the Project Drawings, Shop Drawings and Specifications which shall be recorded thereon by the Contractor.
  2. As the Work progresses, a complete and accurate notation of all deviations from the Drawings and Specifications, including but not limited to, work by Change Order, clarifications made via Letters of Instruction, Architect's Supplemental Information, and Requests for Information (RFI's), shall be recorded thereon by the Contractor. Such indications shall be neatly made and kept current. Where exact locations are critical, such as in the case of buried piping or conduit, said locations - both horizontal and vertical - shall be dimensioned.
  3. Maintain at the Project site for the City, one record copy of favorably reviewed shop drawings, product data, and samples, field test reports, inspection records, manufacturer's certificates, construction schedule. Store record documents and samples in Field Office apart from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
  4. The Contractor shall not request that inspection be made of any Work that has been installed in locations contrary to the Drawings until the Contractor properly notes such deviations on the As-Built Drawings.

**[CONTINUED NEXT PAGE]**



5. The importance of keeping the Record Drawings accurately, neatly and current cannot be overstressed. The City's Representative may, if the City's Representative deems it necessary, withhold approval of periodic requests for payment if in the City's Representative's judgment the provisions of this Section are not strictly adhered to. All such requests for payment will be approved immediately, assuming all other requirements of the Contract Documents are satisfied, upon the satisfactory current completion of the Record Drawings.
6. At the completion of the Project, and before the final request for payment is made and the City's Representative's approval obtained, the Record Drawings shall be completed by the Contractor. Contractor is to turn over their original marked up as-builts, which have been reviewed monthly with the IOR, with all changes noted on their final as-builts. The Contractor is to provide two (2) electronic copies of the final as built drawings in PDF format on CD.
7. Approval by the City's Representative of the Contractor's final request for payment shall be contingent upon the satisfactory completion and delivery to the City of the Record Drawings.
8. Maintain Record Documents in a clean, dry, and legible condition. Do not use Record Documents for construction purposes. Keep Record Documents and samples available for inspection by the Construction Manager, Architect/Engineer, and City's Inspector.
9. Upon completion of the Project, the Contractor shall deliver this record of all construction changes to the Construction Manager, for transmittal to the Architect, along with a letter which declares that other than the noted changes, "The Project was constructed in conformance with the Contract Documents."

#### **1.05 OPERATING AND MAINTENANCE DATA**

- A. Contractor shall assemble and furnish one (1) complete hard copy in a 3-ring binder and one (1) electronic PDF format set of all data.
- B. Data Required:
  1. Manufacturers' Manuals: Complete installation, operation, maintenance and service manuals and printed instructions and parts lists for all materials and equipment, where such printed matter is regularly available from the manufacturer. This includes, but is not limited to, such service manuals as may be sold by the manufacturer covering the operation and maintenance of the manufacturer's items, and complete replacement parts list sufficiently detailed for parts replacement ordering to the manufacturer.

#### **1.06 INSTRUCTION OF THE CITY'S PERSONNEL BY CONTRACTOR**

- A. After Work under this Contract is completed, tested and prior to acceptance by the City and not less than five (5) days after submittal of the Operation and Maintenance Data required in the paragraph above, operate all systems during which time a qualified factory trained representative familiar with the items installed shall instruct and supervise the City's personnel in the operation and maintenance of the equipment and systems.
- B. Any instructions from manufacturers' representatives required under other Sections of the Specifications shall be conducted during this period. This instruction period shall be conducted after completion of all piping and equipment labeling periods through the City's Representative.
- C. Contractor shall make all arrangements and notices for operation and instruction periods through the City's Representative.
- D. This one (1) day instruction period is in addition and subsequent to any period of operation, testing and adjustment called for elsewhere in the Specifications.

#### **1.07 FINAL CLEANING**

- A. The Contractor shall provide final cleaning of the Work. The Contractor shall employ experienced workers or professional cleaners for final cleaning. The Contractor shall clean each surface or unit of Work to the condition expected from a normal, commercial building cleaning and maintenance program.
- B. The Contractor shall comply with the manufacturer's instructions for cleaning operations.
- C. The Contractor shall complete the following cleaning operations before requesting the final inspection.
  1. Remove labels which are not required as permanent labels.



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2. Clean transparent materials, including mirrors and glass in doors and windows, to a polished condition. Remove putty and other substances that are noticeable as vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
3. Clean exposed exterior and interim hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
4. Wipe surfaces of mechanical and electrical equipment clean. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
5. Clean the Project site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas to a broom clean condition; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
6. Clean plumbing fixtures to a sanitary condition, vacuum and wipe inside of all electrical panels and cabinet work, clean light fixtures and lamps, clean permanent filters and replace disposable filters of units operated during construction; in addition, clean ducts, blowers and coils when units have been operated without filters during construction.
7. Clean roofs, gutters, downspouts and drainage systems.

**1.08 REMOVAL OF TEMPORARY FACILITIES**

- A. At the completion of the Work, the Contractor shall remove from the premises all tools, appliances, materials, debris, scaffolding, temporary structures, temporary construction for which the Contractor has been responsible.
- B. At the completion of the Work, the Contractor shall remove or cap all temporary utility lines as directed by the City's Representative.

**[END OF SECTION 017700]**



## **Section 01 78 00**

### **Closeout Submittals**

#### **1.01 GENERAL**

Guarantees from Subcontractors shall not limit Contractor's warranties and guarantees to the City. Whenever possible, Contractor shall cause warranties of Subcontractors to be made directly to the City. If such warranties are made to Contractor, Contractor shall assign such warranties to the City prior to final payment.

#### **1.02 WARRANTIES**

Warranty of Title:

No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver to the premises together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claim, liens, security, and/or interest. No corporation shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude Contractor from installing metering devices and other equipment of utility companies of municipalities, the title of which is commonly retained by the utility company or the municipality. In the event of the installation of any such metering device or equipment, Contractor shall advise the City as to the legal City thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any law permitting such persons to look to funds due to Contractor in the hands of the City. The provisions of this Paragraph shall be inserted in all subcontracts to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

#### **1.03 GUARANTEES**

Responsibility:

The General Conditions of the Contract cover the Contractor's responsibility to remedy defects due to faulty workmanship and materials which shall appear within the initial (or any extended) warranty periods from the date of Project acceptance. This requirement is also included in the Performance Bond.

#### **1.04 FORM OF GUARANTEE**

Submit written guarantees, in the form contained at the end of this Section.

#### **1.05 SUBMITTAL REQUIREMENTS**

- A. Assemble required guarantees, bonds, and service and maintenance contracts.
- B. Number of electronic copies required: One (1) each.
- C. Number of hard copies required: One (1) each.
- D. Table of Contents: Neatly typed and in orderly sequence. Provide complete information for each item as follows:
  - 1. Product or Work item.
  - 2. Firm name, address, and telephone number; and name of principal.
  - 3. Scope.
  - 4. Date of beginning of guarantee, bond, or service and maintenance contract.
  - 5. Duration of guarantee, bond, or service and maintenance contract.
  - 6. Contractor's name, address, and telephone number; and name of principal.
  - 7. Provide information for the City's personnel:



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- a. Proper procedure in case of failure.
- b. Circumstances that might affect the validity of guarantee or bond.

**1.06 FORM OF SUBMITTALS**

- A. Email to Project Manager

**1.07 TIME OF SUBMITTALS**

- A. Within ten (10) days after date of Substantial Completion, prior to request for final payment.
- B. For Work activities, where Final Completion is delayed materially beyond the date of Substantial Completion, provide updated submittal within ten (10) days after Final Completion, listing the date of Final Completion as the start of the Guarantee to Repair Period.

**1.08 SUBMITTALS REQUIRED**

- A. Submit guarantees, bonds, and service and maintenance contracts specified in the individual Sections.
- B. Form: Guarantees or warranties for more than the twelve months indicated herein shall be in the form of a guarantee written on the letterhead of Contractor, subcontractor or supplier doing the Work and/or supplying the item to be guaranteed.
- C. Any guarantee form that has not been copied identically from the City's form (sample at end of this Section) and is not on letterhead will not be accepted.
- D. Several Sections of the Specifications require special guarantees and/or extended warranties. Refer to each Section.
- E. See following pages for contractor closeout and guarantee forms.

**[CONTINUED NEXT PAGE]**



**Contract Closeout Forms**

**CONTRACTOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION**

OWNER

CONSTRUCTION MANAGER

ARCHITECT

**TO:**

**PROJECT:**

**ATTENTION:** On site Construction Manager: \_\_\_\_\_

**FROM:** \_\_\_\_\_  
Firm or Corporation

This is to certify that I, \_\_\_\_\_ am an authorized official  
of \_\_\_\_\_ working in the capacity of \_\_\_\_\_ and have been properly  
authorized by said firm or corporation to sign the following statements pertaining to the subject contact:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described  
above has been substantially performed in accordance with, and in conformity to, the contract drawings  
and specifications. A list of all incomplete work is attached.

The Contractor hereby releases the Owner and its agents from all claims of and liability to the Contractor  
for anything done or furnished for or relating to the work, as specified in the Project Manual, except  
demands against the owner for the remainder of progress payments retained to date, and unresolved  
written claims prior to this date.

The contract work is now substantially complete, ready for its intended use, and ready for your inspection.  
You are requested to issue a Certificate of Substantial Completion.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**[CONTINUED NEXT PAGE]**



**CONTRACTOR'S CERTIFICATE OF FINAL COMPLETION**

OWNER

CONSTRUCTION MANAGER

ARCHITECT

**TO:**

**PROJECT:**

**ATTENTION:** On site Construction Manager: \_\_\_\_\_

**FROM:**

Firm or Corporation

This is to certify that I, \_\_\_\_\_ am an authorized official

of \_\_\_\_\_ working in the capacity of \_\_\_\_\_ and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contact:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been substantially performed, and materials used and installed to date in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, excepting the attached list of minor deficiencies and the reasons for each being incomplete to date, for which exemption from final payment requirements is requested (if no exemptions requested, write "none") \_\_\_\_\_. The work is now ready for your final inspection. The following items required from the Contractor prior to application for final payment are submitted herewith, if any:

I understand that neither the issuance by the Construction Manager of a Notice of Completion, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the contract documents.

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

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

**[CONTINUED NEXT PAGE]**



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## FINAL WAIVER OF LIEN

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by \_\_\_\_\_

to furnish labor and materials for (A) \_\_\_\_\_ work, under a contract for the  
in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of California, of which the  
\_\_\_\_\_ is the Owner.

NOW THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for and in consideration of the sum of (B)  
\_\_\_\_\_ dollars paid simultaneously herewith, the receipt whereof is  
hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien\*  
rights to, or claim of lien with respect to and on said above-described premises, and the improvements  
thereon, and on the monies or other consideration due or to become due from the Owner, on account of  
labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be  
furnished by the undersigned to or for the above-described premises by virtue of said contract.

(C)

(Name of sole ownership, corporation or partnership)

(Signature of Authorized Representative)

Title:

### INSTRUCTIONS FOR FINAL WAIVER:

- (A) Fill in nature and extent of work, strike the word labor or the word materials if not in your contract.
- (B) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (C) If waiver is for a corporation name should be used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

- \* The word lien as used herein shall include Stop Orders, Stop Notices, or Freeze Orders on monies or other consideration of the Owner which are due or to become due on the Contract referenced above.

**[CONTINUED NEXT PAGE]**



**CONSENT OF SURETY FOR FINAL PAYMENT**

**PROJECT NAME:**

**LOCATION:** \_\_\_\_\_

**TYPE OF CONTRACT:** \_\_\_\_\_

**AMOUNT OF CONTRACT:** \_\_\_\_\_

In accordance with the provisions of the above-named contract between \_\_\_\_\_

and the Contractor, the following named Surety: \_\_\_\_\_

on the Payment Bond of the following named Contractor: \_\_\_\_\_

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its' obligations to the following named Owner (as set forth in said Surety company's bond):

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Surety Company)

(Seal Here)

\_\_\_\_\_  
(Signature of Authorized Representative)

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

**[CONTINUED NEXT PAGE]**



**AFFIDAVIT OF PAYMENT**

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by the \_\_\_\_\_ to furnish labor and materials under a contract dated \_\_\_\_\_ for the \_\_\_\_\_ in the County of \_\_\_\_\_, State of California, of which the \_\_\_\_\_ is the Owner.

NOW, THEREFORE, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract, hereby certifies that, except listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner for each Exception.) \_\_\_\_\_.

\_\_\_\_\_  
Contractor (Name of sole Ownership, corporation or partnership)

\_\_\_\_\_  
(Signature of Authorized Representative)

Title

\_\_\_\_\_  
**[CONTINUED NEXT PAGE]**



22-23-007 - Facility Renovation Projects  
CARMEL-BY-THE-SEA

# **AFFIDAVIT OF RELEASE OF LIENS BY THE CONTRACTOR**

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by the \_\_\_\_\_ to furnish labor and materials for Bid # \_\_\_\_\_ under a contract dated \_\_\_\_\_ for the \_\_\_\_\_ in the County of \_\_\_\_\_, State of California, of which the \_\_\_\_\_ is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien\* attached hereto include the Contractor, all subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services, who have or may have liens against any property of the Owner and on the monies or other considerations due or to become due from the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each Exception.) \_\_\_\_\_.

## **ATTACHMENTS:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Release or Waiver of Liens from Subcontractors and material and equipment suppliers.

\_\_\_\_\_  
Contractor (Name of sole ownership corporation or partnership)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
Title

\* The work lien as used herein shall include Stop Orders, Stop Notices, or Freeze Orders on the monies other consideration of the Owner which are due or to become due on the Contract referenced above.

**[CONTINUED NEXT PAGE]**



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CARMEL-BY-THE-SEA

**HAZARDOUS MATERIALS STATEMENT**

THE FORM BELOW IS FURNISHED FOR THE CONVENIENCE OF EQUIPMENT OR MATERIALS MANUFACTURERS, DISTRIBUTORS, SUPPLIERS AND THE CONTRACTOR AND MAY BE REPRODUCED AS NECESSARY TO COMPLY WITH SUBMITTAL DOCUMENTATION AS DEFINED IN "SUPPLEMENTARY CONDITIONS".

I, \_\_\_\_\_ ,  
(Name) Please Print or Type (Title)

of \_\_\_\_\_, do hereby declare

that in completing the work of the Bid # \_\_\_\_\_ no manufactured materials assembly/device or item of construction will contain, or in itself is composed of, any materials listed (by Federal or State EPA or Federal or State health agencies) as a hazardous material.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THIS STATEMENT MUST BE NOTARIZED.**

**Attach the "California All-Purpose Acknowledgement" duly notarized.**

**[CONTINUED NEXT PAGE]**



**WARRANTY FORM**

We hereby warrant that the \_\_\_\_\_ which we have  
provided in the \_\_\_\_\_ has been completed in accordance with the  
requirements of Specification Section \_\_\_\_\_ and the Contract Documents.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of 1 year from the date of acceptance of the above named project by the Owner; and we also agree to repair any and all damages resulting from such defects, all without additional expense to the Owner, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within five (5) day after being notified in writing by the Owner, we collectively or separately do hereby authorize the Owner to proceed to have such defective work repaired or replaced and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

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

Subcontractor's name:  
Address:  
License Number:

Countersigned: \_\_\_\_\_ Date \_\_\_\_\_  
Contractors name:  
Address:  
License Number:  
or  
Manufacturer's Name  
Address:

OR  
Signed: \_\_\_\_\_ Date \_\_\_\_\_  
Contractors name:  
Address:  
License Number:

THIS STATEMENT MUST BE NOTARIZED.  
Attach the "California All-Purpose Acknowledgement" duly notarized.

**[CONTINUED NEXT PAGE]**



**(CONTRACTOR LETTERHEAD)**

**GUARANTEE**

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Number: \_\_\_\_\_

GUARANTEE FOR \_\_\_\_\_  
(Specification Section and Contract No.)

(The "Contract"), between The City ("The City") and

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

\_\_\_\_\_,  
(Name of Contractor or Subcontractor)

hereby guarantees to The City that the portion of the Work described as follows:

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

which it has provided for the above-referenced project, is of good quality; free from defects; free from any liens, claims, and security interests; and has been completed in accordance with Specification Section \_\_\_\_\_ and the other requirements of the Contract.

The undersigned further agrees that, if at any time within \_\_\_\_\_ months after the date of the guarantee the undersigned receives notice from The City that the aforesaid portion of the Work is unsatisfactory, faulty, deficient, incomplete, or not in conformance with the requirements of the Contract, the undersigned will, within five (5) calendar days after receipt of such notice, correct, repair, or replace such portion of the Work, together with any other parts of the Work and any other property which is damaged or destroyed as a result of such defective portion of the Work or the correction, repair, or replacement thereof; and that it shall diligently and continuously prosecute such correction, repair, or replacement to completion.

In the event the undersigned fails to commence such correction, repair, or replacement within five (5) calendar days after such notice, or to diligently and continuously prosecute the same to completion, the undersigned, collectively and separately, do hereby authorize The City to undertake such correction, repair, or replacement at the expense of the undersigned; and Contractor will pay to The City promptly upon demand all costs and expenses incurred by The City in connection therewith.

**[CONTINUED NEXT PAGE]**



SUBCONTRACTOR

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

Typed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contractor License Classification: \_\_\_\_\_

License Number: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

CONTRACTOR

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

Typed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

**[END OF SECTION 017800]**



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CARMEL-BY-THE-SEA

SECTION 02 41 00  
SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the selective removal and off-site disposal of items to include but not limited to the following:
1. City Hall – New Wood Shingle Roofing
    - i Demolition of roof materials.
    - ii Demolition of all copper flashing, counter flashing, downspouts and gutters.
    - iii Existing sheathing is to be protected and remain in place.
    - iv Prior to demolition refer to Hazardous Material Abatement Report prepared by EMC Labs, Inc. dated 10/27/2022 and remove all deemed hazardous materials.
  2. Sunset Center - Cottage Window Rehabilitation
    - i Removal of existing header, sill plate, trim, mullions, glazing, framing post elements with selective salvaging for reinstallation as indicated in the drawings.
    - ii Prior to demolition refer to Hazardous Material Abatement Report prepared by M3 dated 3/31/2022 and remove all deemed hazardous materials.
  3. Harrison Memorial Library – Exterior Painting
    - i Selective demolition of wood trim and roof rafters where damage has occurred.
    - ii Prior to demolition refer to Hazardous Material Abatement Report prepared by M3 dated 6/16/2022 and remove all deemed hazardous materials.
  4. Harrison Memorial Library – Interior Painting
    - i Selective demolition of wall finishing in specific areas; refer to drawings and finish schedule.
    - ii Prior to demolition refer to Hazardous Material Abatement Report prepared by M3 dated 6/16/2022 and remove all deemed hazardous materials.



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### 1.03 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 50 00 – Construction Facilities and Temporary Controls: Site fences, security, protective barriers and waste removal.
- C. Section 01 57 13 - Temporary Erosion and Sediment Controls
- D. Section 01 74 19 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- E. Section 01 70 00 – Contract Closeout: Project conditions; protection of benchmarks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- F. Section 07 54 00 – Thermoplastic Membrane Roofing
- G. Section 07 72 00 – Roof Accessories
- H. Section 07 90 00 – Joint Sealers
- I. Section 08 52 00 – Wood Windows
- J. Section 08 80 00 - Glazing
- K. Section 09 90 00 – Painting & Coating
- L. Section 31 21 00 – Utility Trenching and Backfill
- M. Refer to the City's Construction Waste Management Program and Policies.

### 1.04 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

### 1.05 HAZARDOUS MATERIAL ABATEMENT SCOPE OF WORK

- A. All asbestos and lead containing paint shall be identified and removed by other prior to start of demolition and construction preparation activities. Refer to the site specific hazardous materials reports prepared by M3 and EMC Labs Inc. for asbestos and lead paint sampling.

### 1.06 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to the Owner. Where noted, reinstall item as indicated.
- C. Existing to Remain: Existing items of construction that are not be removed and that are not otherwise indicated to be removed, removed, and salvaged, or recycled.



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### 1.07 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including but not limited to cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to the Owner that may be encountered during building demolition remain the Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to the Owner.

### 1.08 SUBMITTALS

- A. Qualification Data: For demolition firm.
- B. Schedule of Selective Demolition Activities Indicating the Following:
  - 1. Detailed sequence of demolition and removal work, with starting and ending dated for each activity. Coordinate to avoid interruptions to Owner's on-site operations.
  - 2. Interruption of utility services.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Locations of temporary protection and means of egress, including for other tenants affected by selective demolition operations, if applicable.
  - 5. Coordination of Owner's and adjacent building owner's continuing occupancy of portions of buildings and partial use of premises, if applicable.
  - 6. Dust and noise control measures.
- C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- D. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- E. Record drawings of removed, relocated, or abandoned utilities.
- F. Contractor to provide all required documents to comply with federal, state and local requirements and statutes for asbestos and lead containing materials abatement.

### 1.09 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. If materials suspected of containing hazardous materials are encountered other than those indicated in this section, do not disturb; immediately notify the Owner or the Owner's representative.
- E. Environmental Controls: Comply with federal, state, and local requirements and statutes pertaining to the environmental protection in areas where asbestos and lead containing items are to be removed.
  - 1. Asbestos in Construction: All contractors shall comply with regulations governing hazardous materials when abating asbestos relating to demolition or remodel activity in all



## 22-23-007 – Facility Renovation Projects CARMEL-BY-THE-SEA

public buildings. Workers must be trained by an accredited trainer and certified in accordance with California regulations. Exposure assessment (air monitoring) must be performed in all workplaces where employees may be exposed to asbestos. Exposure assessment is an eight hour period when air monitoring takes place to determine permissible exposure limit for each activity taken.

### 1.10 PROJECT CONDITIONS

- A. Owner or adjacent building owner will occupy portions of the building immediately adjacent to areas of selective demolition. Conduct selective demolition so Owner's or adjacent building owner's operations will not be disrupted.
  - 1. Provide not less than 10 working days of notice to Owner regarding activities that will affect Owner's operations.
  - 2. Maintain access to existing walkways, exits, and other adjacent occupied or used facilities.
- B. Owner assumes no responsibility for building and structures to be demolished.
  - 1. Conditions existing at the time of inspection for bidding purposes will be maintained by Owner as far as practical. Minor variations may occur as a result of Owner's salvaging operations prior to start of selective demolition work.
- C. If materials suspected of containing hazardous materials are encountered (other than those identified in the available report(s)), do not disturb; immediately notify Owner or Owner's representative.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Contractor to carefully consider and understand all existing utilities, infrastructure, and sequencing of construction for existing facilities to remain before demolition may commence.
- F. Contractor to coordinate with Owner or Owner's representative on desired site access and security during construction. Access to entrances shall be maintained during construction.

### 1.11 COORDINATION

- A. Owner or adjacent building owner will occupy portions of the building immediately adjacent to areas of selective demolition. Conduct selective demolition so Owner's or adjacent building owner's operations will not be disrupted.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are the same as those indicated in Project Record Documents.
- C. Inventory and record the condition of items to be removed and salvaged.



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- D. When unanticipated mechanical, electrical or structural elements are encountered, investigate and measure the nature and extent of the element. Promptly submit a written report to the Owner or Owner's representative.
- E. Determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations. If required, engage a professional engineer to perform an engineering survey of condition of building.

### 3.02 GENERAL PROCEDURES, PROTECTION AND PREPERATION

- A. Comply with other requirements specified in Division 01 – General Requirements.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits before starting any work.
- C. Existing Facilities: Protect adjacent walkways, building entries, and other building facilities during demolition operations.
- D. Existing Items to Remain: Protect construction and furnishing indicated to remain against damage and soiling during demolition. When acceptable to Owner, items may be removed to a suitable, protected storage location during demolition and reinstalled in their original locations after selective demolition operations are complete.
- E. Existing Utilities: Maintain utility services indicated to remain and protect them against damage during demolition operations.
  - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
  - 2. Protect existing utilities to remain from damage. Locate and mark utilities to remain; mark using highly visible tags or flags with identification of utility type. Protect from damage due to subsequent construction, using substantial barricades if necessary.
  - 3. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
  - 4. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
    - i. Provide at least ten (1) working days notice to Owner if shutdown of service is required to changeover.
- F. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of demolition.
  - 2. Prevent movement or settlement of adjacent structures.



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3. Stop work immediately if adjacent structures appear to be in danger.
- G. Removed and Salvaged Items Shall Comply with the Following:
  1. Clean salvaged items of dirt and demolition debris.
  2. Store items in a secure area until delivery to Owner.
  3. Transport items to Owner's storage area off-site designated by Owner.
  4. Protect items from damage during demolition operations.
  5. Do not begin removal until built elements to be salvaged or relocated have been removed.
- H. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 1 for construction facilities and temporary controls.
  1. Protect existing construction and finishes, site improvements, appurtenances, and landscaping to remain.
  2. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent portions of buildings and facilities to remain.
  4. Provide protection to ensure safe passage of people around area to selective demolition and to and from occupied portions of buildings and structures.
  5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to selective demolition operations.
  6. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate fumes and noise from areas of selective demolition from occupied portions of buildings. Equip partitions with dustproof doors and security locks.
  7. Where selective demolition causes exposure of interior to exterior weather conditions, provide temporary protection to ensure that no water leakage or damage occurs to structure or interior areas of building.

### 3.03 DEMOLITION, GENERAL

- A. General: Demolish indicated portions of existing buildings and structures and site improvements. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Do not use cutting torches until work area is cleared of flammable materials. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  2. Maintain adequate ventilation when using cutting torches.
  3. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  4. Do not damage portions of existing construction indicated to remain.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris removal operations



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to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
  2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions such as ice, flooding and pollution.
  3. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  4. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- C. If hazardous materials are discovered during removal operations, stop work and notify Architect, Owner and Owner's representative; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- D. Perform demolition in a manner that maximizes salvage and recycling of materials. Dismantle existing construction and separate materials. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.
- E. For Partial Removal of Paving and Curbs: Neatly sawcut at right angle to surface.

### 3.04 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to City.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to City.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Where existing in-ground utility boxes occur in areas having grades and elevations adjusted, reset top of utility box to conform with new finish grade.



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- I. Demolish existing utilities and below-grade utility structures that are within 5 feet outside footprint indicated for new construction. Abandon utilities outside this area.
  1. Fill abandoned utility structures with satisfactory soil materials according to backfill requirements.
  2. Disconnect piping at unions, flanges, valves or fittings.
  3. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

### 3.05 SELECTIVE DEMOLITION

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  1. Verify that construction and utility arrangements are as indicated.
  2. Report discrepancies to Architect before disturbing existing installation.
  3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
  1. Remove items indicated on drawings.
  2. Remove debris from elevated portions by chute, hoist, or other device that will convey debris to grade level in a controlled decent.
  3. Remove structural framing members and lower to ground by method suitable to minimize ground impact or dust generation.
- C. Building Components: If indicated to be salvaged, remove metal gratings, metal ladders, doors, windows, door hardware, cabinets, mirrors, chalkboards and markerboards, tackboards, toilet accessories, plumbing fixtures, light fixtures, and other similar premanufactured building components as whole unites, intact and undamaged.
- D. Protect existing work to remain.
  1. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  2. Repair adjacent construction and finishes damaged during removal work.
  3. Patch as specified for patching new work.

### 3.06 REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- C. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.



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### 3.07 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA approved landfill acceptable to authorities having jurisdiction. Refer to Division 1 for construction waste management for additional requirements for salvaging and recycling demolition waste materials.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.08 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Remove temporary protections and return adjacent areas to condition existing before selective demolition operations began. Repair damaged areas resulting from selective demolition work.
- B. Restore landscaping plants to condition matching existing appearance prior to start of demolition.

END OF SECTION



**SECTION 02 08 00  
ASBESTOS ABATEMENT & LEAD PAINT REMOVAL**

**TABLE OF CONTENTS**

- Summary of Work
- Submittals and Substitutions
- Abatement Observation Services
- Product Handling
- Project Record Documents
- Asbestos Abatement
- Lead Containing Paint Removal

**Note: All references to “Abatement” herein pertain to Asbestos only.**



**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 WORK COVERED BY ASBESTOS ABATEMENT & LEAD PAINT REMOVAL SPECIFICATIONS**

- A. Work included - Base Bid: The Abatement Contractor shall be knowledgeable of the conditions for the project, and is responsible for verifying the quantities and locations of all the work to be performed as outlined in this document, as indicated on the architectural contract drawings and as directed by the Owner's Representatives. Failure to do so shall not relieve the Abatement Contractor of his obligation to provide all materials and labor necessary to carry out the provisions of the Contract. The Abatement Contractor shall furnish all labor, materials, services, permits, insurance (specifically covering the handling and transportation of asbestos-containing material [ACM]), lead-containing paint (LCP), lead-containing materials, other hazardous materials and equipment which is specified, shown, or reasonably implied for the following abatement activities. **Reference: Appendix C: Hazardous Materials Information**

This specification has been developed to incorporate all of the inspection data for the subject buildings (Sunset Center, Sunset Center Cottages, Harrison Memorial Library) and will identify the materials (ACM and LCP) to be removed during these projects. The specification will require compliance with regulations issued by the Federal Occupational Safety and Health Administration (OSHA), California OSHA (Cal/OSHA), the United States Environmental Protection Agency (EPA), and the MBARD. The specification will describe the scope of work and procedures to be followed, including:

- Required notifications
- Applicable regulations
- Air monitoring
- Work area preparation
- Work practices
- Methods of removal
- Decontamination
- Condition of occupancy
- Waste disposal requirements

**A.1 The City of Carmel-By-The-Sea: 22-23-007 Facility Renovation Projects**

**A.1.1 - Asbestos**

1. The removal and disposal of the following **ACM**, including any existing debris:

**SEE REFERENCES:**

**APPENDIX C.2 Hazardous Materials Testing Results at Sunset Center;**

**APPENDIX C.3 Hazardous Materials Testing Results at Harrison Memorial Library.**

**A.1.2 – Lead**

Contractors performing work in these facilities are herein notified that various building components that will be impacted by this project are to be considered lead-containing or are coated with LCP.

Paint removal shall occur on items specified in the scope of work. Loose and peeling paint removal must be down to the bare substrate or intact paint. Methods for paint removal must



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meet the requirements of these specifications and any manufacturer recommendations and procedures, as applicable. Following removal, the edges must be feathered so that no further surface preparation will be required for painting.

Lead containing/contaminated waste is to be collected and profiled to determine whether wastes are classified as non-hazardous solid or hazardous waste. For the purposes of this bid,

**The following painted components and those similar, shall be considered to contain lead,** and all waste should be considered non-hazardous waste. A separate line item shall be included for disposal of the lead remediation waste that may be classified as hazardous waste in California.

### SEE REFERENCES:

#### APPENDIX C.2 Hazardous Materials Testing Results at Sunset Center;

#### APPENDIX C.3 Hazardous Materials Testing Results at Harrison Memorial Library.

- B. **Air Monitoring.** The Contractor's Hazardous Materials sampling, testing, and reporting consultant shall conduct daily work area monitoring and final air monitoring.
- C. **Schedule of Work.** Detailed scheduling requirements shall be coordinated with and approved by the Owner prior to the start of work. Detailed project schedule, including the sequence and phasing of activities, shall be established in conjunction with all trades participating in the project.
- D. **Contractor's Duties**
  - 1. Except as specifically noted, provide and pay for: Labor, materials, and equipment tools, construction equipment, and machinery, other facilities and services necessary for proper execution and completion of work.
  - 2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
  - 3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at the time of bids:
    - Permits
    - Government Fees
    - Licenses
  - 4. Give required notices to local, state, and federal agencies.
  - 5. Comply with all applicable codes, ordinance, rules, regulations, orders and other legal requirements of local, state and federal agencies (e.g. City of Carmel-by-the-Sea, Monterey Bay Air Resources District, EPA, Cal/OSHA, and OSHA). Where conflicts occur between these specifications and/or the above-mentioned regulations, the more stringent shall govern.
  - 6. Enforce strict discipline and good order among employees. Do not employ on the project untrained or unqualified persons.
  - 7. Comply with all applicable federal, state, and local laws regarding job discrimination.
  - 8. The use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the Abatement Contractor.



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9. Assume responsibility for the proper and safe execution of the work.

E. **Coordination:** The Contractor shall be responsible for the coordination of all HazMat Work with all Remodel Work.

**1.2 WORK NOT INCLUDED IN THE CONTRACT DOCUMENTS**

A. **Replacement of removed materials and systems.** Replacement of removed materials and systems is not part of the HazMat Work.

B. **Removal of non-hazardous materials and systems**

**1.3 DEMOLITION MATERIALS (RECYLING)**

a. Demolition Materials Categories. All demolished materials/equipment shall be separated by the Contractor into three (3) categories: (i) concrete and concrete type materials; (ii) steel and other metals; and (ii) general trash.

**1.4 EXISTING CONDITIONS**

A. Existing conditions are reflected correctly to the best of M3 Environmental Consulting's and the Owner's knowledge. Should minor conditions be encountered which are not exactly as indicated, modification to new work shall be made as required at no additional expense to the building owner.

B. Results of tests of hazardous materials are included in these contract documents. The Abatement Contractor is cautioned that, should interpretations be made, opinions be formed, and conclusions be drawn as a result of examining the test results, those interpretations, opinions, and conclusions will be those made, formed, and drawn solely by the Abatement Contractor.

C. The Abatement Contractor is advised that the locations of all hazardous materials may not be clearly known and that he shall proceed with caution in all phases of the work. ACM may be uncovered during the course of the work and the Abatement Contractor may be directed by the Prime Contractor to include this material in the work at an agreed upon price.

**1.5 PHASING**

A. The Owner will relinquish to the Abatement Contractor the abatement areas for the duration of the project.

**1.6 STORAGE**

A. Limited storage space may be provided by the Owner.

**1.7 BUILDING OCCUPANCY AND ACCESS RESTRICTIONS**

A. The buildings may be occupied for the duration of the project, and building occupants will need to be accommodated.

B. The Abatement Contractor's employees will be confined to the work area in which work is being performed for the duration of their shift. Sufficient space for the taking of breaks and lunch will be designated by the Owner. No smoking will be permitted on the premises (Building or Grounds).

**1.8 WORKING DAYS AND HOURS**



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### **A. Schedule**

The Contractor shall prepare a construction schedule that for all of the Work, including the Work indicated in the architectural drawings and specifications as well as the Work indicated in these HazMat Specifications, which indicate the required dates for completing hazardous materials abatement activities. The Abatement Contractor shall be responsible for compliance with the schedule. The Contractor shall be liable to the Owner for delays or other impacts of the failure of the Abatement Contractor to comply with the construction schedule.

### **1.9 PARKING**

A. Limited parking will be available on the property.

### **1.10 BUILDING SECURITY**

A. Maintain personnel on the site at all times when any portion of the work area(s), is open or not properly secured including at hazardous waste transport vehicle. Secure work areas completely at the end of each working day. The Contractor is responsible for security at the Site at all times during the Work; no adjustment of the Contract Time or Contract Price will be allowed for lost, stolen, damaged or destroyed materials, tools, equipment and related items.

### **1.11 SEGREGATION OF WORK AREAS**

A. Segregate work areas where work under these HazMat Specifications is being performed from the surrounding occupied or unoccupied areas.

### **1.12 OBSERVATIONS**

A. An air monitoring and observation service shall observe the status and progress of the work for completeness and general compliance with the requirements of the contract documents. See Abatement Observation Service Section for further information.

### **1.13 SIGN-IN/OUT LOG**

A. All of the Abatement Contractor's personnel and project site visitors shall sign-in/out on a daily basis for the duration of this portion of the project.

### **1.14 UTILITIES**

A. Electrical power and water to the building will not be disabled. The Abatement Contractor will have access to power and water during abatement activities.

### **1.15 SALVAGEABLE MATERIALS**

A. Consider all asbestos and lead materials and contaminated items demolished or removed in the execution of the work unsalvageable unless specifically noted otherwise in these specifications.

### **1.16 WORK BY OTHERS**

A. Coordinate and schedule the work of these specifications in a manner that will expedite the transition to future work by others under this contract.

B. Work by others includes, but is not necessarily limited to the following:

1. Building demolition.

### **1.17 HVAC AND ELECTRICAL SYSTEM**



- A. HVAC and electrical systems may not have been disabled at the site. Shut down execution or improper execution by the Owner does not relieve the Contractor of his responsibility to protect his employees, employees of Subcontractors, the public and others performing services on the project from injury or electrical hazards. The Contractor shall be responsible for performing testing, inspecting and the taking of other precautions to ensure the safety persons and property in and about the Site.

**1.18 ABATEMENT CONTRACTOR USE OF SITE**

- A. The Contractor shall coordinate use of the Site by the Abatement Contractor and other contractors engaged in the Work. Abatement Contractor shall agree to abide by the Owner's determination as to concurrent use or priority of access and to perform its work in compliance with the Owner's resolution at no additional cost to the Owner.
- B. **USE OF THE SITE:** Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
  - 1. Keep existing driveways and entrances serving the premises clear and available to the Owner and its employees at all times. Do not use these areas for parking or storage of materials.
  - 2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to areas acceptable to the Owner. If additional storage is necessary, obtain and pay for such storage off-site.
  - 3. Do not load structure with weight that will endanger structure.
  - 4. Assume full responsibility for protection and safekeeping of products stored on premises.
  - 5. Move any stored products that interfere with operations of the Owner or other Abatement Contractors.
  - 6. Take all cautions necessary to ensure there is no hazardous materials contamination to those areas not included in work schedule. Should areas outside the work area become contaminated with hazardous material containing materials, the Abatement Contractor shall immediately inform the Owner's Representative and proceed to clean the areas as directed by the Owner's Representative utilizing the wet cleaning and High Efficiency Particulate Air (HEPA) vacuum methods specified herein.
- C. **ABATEMENT CONTRACTOR'S USE OF THE EXISTING BUILDING:** Maintain the existing building in a safe condition throughout the construction period. Take all precautions necessary to protect the building and its occupants during the construction period.
  - 1. Keep public areas such as hallways, stairs, and toilet rooms free from accumulation of waste material, rubbish or construction debris.
  - 2. Smoking will not be permitted within the project area or any other location within the building.
- D. **SECURITY:** Comply with the Owner's security requirements. All Abatement Contractor's personnel must wear or maintain required identification when on site.

**1.19 OWNER OCCUPANCY:**



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- A. **PARTIAL OWNER OCCUPANCY:** The Owner reserves the right to place and install equipment as necessary in areas of the buildings in which all abatement and project decontamination procedures have been completed, and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work.

### **1.20 APPLICABILITY OF ALL SECTIONS OF SPECIFICATIONS:**

- A. All sections of the project manual are interdependent and applicable to the Project as a whole.

### **1.21 DIVISION OF SPECIFICATIONS:**

- A. The specifications are divided for convenience into sections as set forth in the Contents. The actual limitation of work in the various trades and/or sections of the specifications are the responsibility of the Abatement Contractor.

### **1.22 EXAMINATION OF THE SITE AND VERIFICATION OF CONDITIONS:**

- A. Abatement Contractor shall examine the site and become acquainted with the conditions under which the work is to be carried out. Upon submitting Abatement Contractor's bid, Abatement Contractor shall be held to have made such examination, and no allowance for extras will be allowed for any error or oversight resulting from Abatement Contractor's unfamiliarity with the site or existing conditions. Abatement Contractor shall obtain accurate field dimensions of all related areas, spaces, openings, levels, and items of adjacent work and, before commencing work, report to the Owner and/or owner's representative in writing all discrepancies between the Contract Documents and the actual field conditions.

### **1.23 OWNER RULES**

- A. The Abatement Contractor shall abide by all facility security rules and regulations.

### **1.24 DEFINITIONS**

- A. **HazMat Work.** The term "HazMat Work" refers to all of the work and other requirements set forth in these HazMat Specifications.
- B. **Remodel Work.** The term "Remodel Work" refers to all of the work and other requirements set forth in the architectural drawings and specifications for the renovation.
- C. **Work or Project.** References to the "Work" or the "Project" shall mean the HazMat Work and the Remodel Work.
- D. **Contractor.** The term "Contractor" refers to the Contractor awarded the Contract by the Owner for the Project.
- E. **Abatement Contractor.** The term "Abatement Contractor" is used for convenience of reference to the contractor(s) duly licensed, certified and qualified to complete the HazMat Work. Notwithstanding description herein of any HazMat Work to be completed by the Abatement Contractor, all HazMat Work is the responsibility of the Contractor.
- F. **Owner.** The term "Owner" refers to The City of Carmel-By-The-Sea.
- G. **Owner's Representative** refers to Ausonio, Inc. Project Management.
- H. **Observation Service** refers to the Prime Contractor's hazardous materials abatement consultant/observation service.
- I. **Abatement.** The term "Abatement" refers to the proper elimination of Asbestos.
- J. **Removal.** The term "Removal" refers to the proper elimination of lead containing paint.

END OF SECTION



## SUBMITTALS AND SUBSTITUTIONS

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. Work included: Make submittals required by these specifications and revise and resubmit as necessary to establish compliance with the specified requirements. **Submit documents listed in this section item 2.4 "Submittals and Notifications".**
- B. Related Work:
  - 1. Individual requirements for submittals also may be described in pertinent sections of these HazMat Specifications.
- C. Work not included:
  - 1. The Contractor may require the Abatement Contractor to provide drawings, setting diagrams, and similar information to help coordinate the work, but such data shall remain between the Abatement Contractor and the Contractor.

#### 1.2 QUALITY ASSURANCE

- A. Contractor Coordination of submittals:
  - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
  - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
  - 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

*NOTE: Some materials or equipment specified cannot be substituted. These materials or equipment will be followed by the statement "no substitution will be considered." The Owner shall have final determination on approval or rejection of substitutions.*

- 2. The following products do not require further approval except for interface with the work:
    - a. Products specified by reference to standard specifications such as ASTM and similar standards.
  - 3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this work by the Owner.
- C. "Or equal":
  - 1. Where the phrase "or equal," or "or equal as approved by the Owner occurs in these specifications, do not assume that the materials, equipment, or methods will be approved as "equal" unless the item has been specifically so approved for this work.
  - 2. Decisions of the Owner shall be final.



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### 1.3 SUBMITTALS

- A. Make submittals of shop drawings, samples, substitution requests, and other items under the provisions of these specifications.

## **PART 2 - EXECUTION**

### 2.1 IDENTIFICATION OF SUBMITTALS

- A. When material is re-submitted for any reason, send under a new letter of transmittal.
- B. Accompany submittal package with a letter of transmittal on Contractor's letterhead showing all information required for identification and checking. Submittal packages must be sent to the Project Architect for initial review and further dissemination.
- C. Maintain an accurate submittal log for the duration of the work, showing current status of all submittals at all times. Make the log available to the Owner and M<sup>3</sup> for review upon request.

### 2.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to ensure that information is available for checking each item when it is received.
  - 1. Partial submittals may be rejected as not complying with the provisions of the contract.
  - 2. The Contractor is liable for delays resulting from rejected submittals.

### 2.3 TIMING OF SUBMITTALS

- A. Make submittals far enough before scheduled dates or abatement to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.
- B. In scheduling, allow at **least 10 working days prior to the prestart meeting** for review of the submittals.

### 2.4 SUBMITTALS AND NOTIFICATIONS

No work will be allowed to start until these documents have been submitted to reviewed and approved in writing by the Observation Service.

- A. **Personnel Training:** Abatement Contractor shall submit for review (1) declaration certifying that all Abatement Contractor's employees have been adequately trained, and (2) a photocopy of training certificates for each employee from their respective training agency or organization. Abatement Contractor may submit a photocopy of the employee's worker certification card in lieu of training certificates. Distinguish between full-time personnel and pick up labor. The abatement supervisor shall be an EPA certified Contractor Supervisor for asbestos and California Department of Public Health (CDPH) certified lead related construction supervisor. All workers and supervisors performing de-leading activities shall have successfully completed CDPH training.
- B. **Respirators:** Submit for review manufacturer's certification that the respirators to be used in this project comply with government agency requirements. Abatement Contractor's



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certifications for each employee must clearly state that each employee has been fit tested and properly trained in the use of respirators.

### C. **Medical Examinations:**

#### *Asbestos and Lead*

Submit proof that all persons who will be entering contaminated areas have current (less than one year prior to the date of their participation on the project) medical examinations in accordance with the appropriate Cal/OSHA standard. Furnish physician's interpretation of said examinations to the observation service.

#### *Lead*

Medical monitoring information for licensed supervisors and de-leader workers including, as required OSHA 1926.62, blood lead testing results and pulmonary function tests (PFT).

- D. **Abatement Product Data:** Within five days after the Abatement Contractor has received Owner notice of award, submit manufacturer's catalogue, samples, safety data sheets (SDS), and other items needed to demonstrate fully the quality of the proposed abatement materials. Under no circumstances shall proposed materials be used before written approval from the Owner or the observation service. Submittals are required if the following materials are proposed (not necessarily a complete list.) Do not submit data on products not proposed for the HazMat Work:

1. Encapsulant
2. Surfactant
3. Polyethylene Sheeting
4. Lagging Adhesive
5. Glove bags
6. Solvents
7. Mastic Removers
8. Spray Glue

- E. **Waste Transportation:** Submit for review the method of transport of hazardous waste, including the name, address, EPA ID number, and telephone number of the transporter(s). Include a copy of the hazardous waste hauler registration with the California Department of Toxic Substances Control (DTSC).
- F. **Hazardous Waste Disposal Facility:** Submit for approval the name, address, EPA ID number, and telephone number of the hazardous waste disposal facility(s) to be used. Include copy of letter of approval from the California Regional Water Quality Control Board for the disposal facility for asbestos.
- G. **HazMat Work Plan:** Submit for approval a detailed plan of the work procedures to be used in the removal, repair, clean-up or encapsulation of ACM and LCP.

For items to be included in the work plan for lead removal work, refer to section 2080 Lead Containing Paint Removal sub section E "Pre-construction submittal". The plan must be approved in writing by the observation service before the start of any work. Such a plan shall include:

1. **Project Work Area Drawings:** Show on Abatement Contractor-developed drawings or sketch (not to scale) any changes to the (proposal submitted) floor plans and drawings, delineating the containment areas (individually numbered), the pressure differential system including the locations and quantity of negative air pressure equipment, the location of all fire extinguishers, view ports, decontamination chambers, entrances, and emergency exits, from the work areas. Show the location



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and construction of storage facilities and field office and security provisions in and around the premises.

2. Layout and construction details of decontamination enclosure systems. Include a sketch. Methods of providing hot and cold running water for showers in the work decontamination enclosure system.
3. Project schedule including important milestones (onsite mobilization, work area preparation, asbestos-containing material removal, ACM waste bag out, detail cleaning/surface decontamination, final clearance evaluation, completion date, etc.) critical paths and interface of trades involved in the Work.
4. Manpower estimate by work shift.
5. Schedule for waste removal.
6. Requirements for material handling and or installation of large equipment (e.g. elevator access).
7. Procedures for isolating the ventilation system.
8. Proposed method of sealing openings to the inside of column casings, wall spaces, or other openings.
9. Quantity, type, and locations of HEPA filter equipped exhaust ventilation units and means of continually measuring and recording differential static pressure between the inside and outside of the containment. Include negative air equipment calculations.
10. **REQUIRED:** Current dioctyl phthalate (DOP) or other aerosol challenge test certificates for HEPA filter-equipped negative pressure exhaust ventilation units and vacuum cleaners. Equipment must be clean when brought to the site. The observation will inspect equipment for cleanliness and may reject if visible debris or damage is noted.
11. Asbestos and Lead removal methods and procedures.
12. Procedures for decontamination of personnel, work areas, and equipment.
13. Procedures for final decontamination of work area and cleanup.
14. Procedures for handling waste disposal, and location of proposed disposal site.
15. Personal air monitoring procedures.
16. Names of superintendent, foremen, project manager and other key personnel, and their day time and emergency telephone numbers.
17. A contingency plan, in the event of a major contamination incident caused by fire (on or off the floor being abated), a large breach in the work area containment barrier, the opening of stairwell doors, breakage of the building's exterior windows or sabotage. Such a plan will focus on how to maintain safety and order when the building is fully occupied by office employees and other building users.

- H. **Abatement Contractor's Site-Specific Health and Safety Plan:** Submit for approval a detailed plan addressing health and safety elements of project work, including but not limited to:



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1. General health and safety.
  2. Worker training related to health and safety issues.
  3. Personnel protective measures, including respiratory protective equipment, protective clothing, head, eye, hand, foot protection, and fall protection.
  4. Procedures for working around wall spaces and other ceiling openings.
  5. Procedures for demarcating and guarding wall space and other ceiling openings.
  6. Procedures for lockout/tagout of electrical and mechanical systems.
  7. Electrical safety issues.
  8. Air monitoring strategy to evaluate Abatement Contractors employees' personal exposures to asbestos and as applicable, any other chemical materials that are used.
  9. Fire prevention and protection plan.
  10. Procedures for dealing with heat stress.
  11. Emergency procedures (including, but not limited to, medical, fire, toxic atmospheres, electrical hazards, evacuation, cleanup of unintended release, power outages).
  12. Fire-watch Plan including any sketches necessary to clearly describe the plan.
  13. Schedule for regular meeting to discuss safety/health issues.
- I. **Equipment Certification:** Submittals to include manufacturers' certification that vacuums, negative air pressure equipment filters, and other local exhaust ventilation equipment conform to ANSI Z9.2-1979.
- J. **Rental Equipment:** When rental equipment is to be used in removal areas or to transport waste materials, a copy of the written notification provided to the rental company informing them of the nature of use of the rented equipment shall be signed by the rental company and submitted to the observation service.
- K. **Notifications:** The Contractor and Abatement Contractor shall be fully responsible for notifications of federal state, and local authorities, and for obtaining necessary permits in accordance with applicable regulations including, but not limited to the following:
- Notifying the Monterey Bay Air Resources District (MBARD) in writing at least 10 working days prior to commencement of regulated asbestos related activities.
  - Notifying the nearest Cal/OSHA office at least 24 hours prior to any asbestos related work.
  - Obtaining any city permits required for asbestos abatement or construction activities.

All notifications shall contain as a minimum the following information:

1. Name, address and telephone number of the Owner including the contact person.



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2. Name, address, EPA numbers, license number and telephone number of the Abatement Contractor including the contact person.
3. Name, address and description of the building, including size, age, and prior use of building.
4. The type and quantity of friable asbestos material involved and the description of the work.
5. Scheduled starting and completion dates.
6. Procedures that shall be employed to comply with the regulations.
7. The name, address, EPA number and telephone number of the transporter.
8. The name and address of the hazardous waste disposal facility where the asbestos waste shall be deposited.
9. The name and address of the Contractor.

Copies of all government agency correspondence and proof of delivery shall be delivered to the observation service. No work shall commence until verification of required notifications is made by the observation service.

**L. Licenses:**

*Asbestos*

Provide proof of State of California Contractors State License Board license (Asbestos C-22) and proof of Certificate of Registration for Asbestos-Related work with the Division of Occupational Safety and Health (DOSH) in accordance with Labor Code, Section 6501.8.

*Lead*

The contractor shall have the EPA's Renovation, Repair and Painting RRP) certification. The abatement supervisor shall be a California Department of Public Health (CDPH) certified lead related construction supervisor. All workers and supervisors performing de-leading activities shall have successfully completed CDPH training. Copies of all notifications, permits, applications, licenses and like documents required by Federal, State, or local regulations

- M. **Certifications:** Encapsulant manufacturer's certification (when required) that the Abatement Contractor is an approved applicator of the encapsulants to be used on this project.
- N. **Scaffolding:** Submit to the observation service prior to abatement work, certification from a licensed civil or structural engineer that the scaffolding design and installation is safe and adequate for the purpose for which it will be used. Submit a copy of the scaffolding permit when required by local regulatory agencies.
- O. **First-Aid Supplies:** Provide a list in the form of a checklist, of the contents of the first-aid kit.
- P. **Fire Extinguishers:** Provide product data, and submit a schedule indicating the locations of the extinguishers at the job site.
- Q. **Manometer:** Shall have a built-in alarm and continuous hard copy readout.



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**2.5 REVIEW BY OWNER OR OWNER'S REPRESENTATIVE**

- A. Review by the Owner and the Owner's representatives does not relieve the Contractor or Abatement Contractor from responsibility for errors that may exist in the submitted data.
- B. Revisions:
  - 1. Make revisions required by the Owner or Owner's Representative.
  - 2. If the Contractor considers any required revision to be a change, he shall so notify the Owner and the Owner's Representative in writing.
  - 3. Make only those revisions directed or approved by the Owner or the Owner's Representative.
- C. Reimbursement of the Owner or the Owner's Representative's costs:
  - 1. In the event substitutions are proposed to the Owner and the Owner's representative after the contract has been awarded, the Owner and the Owner's representative will record all time used by him and by his consultants in evaluation of each such proposed substitution.
  - 2. Whether the Owner or the Owner's representative approves or disapproves a proposed substitution, the Abatement Contractor, promptly upon receipt of billing from the Owner or the Owner's representative, shall reimburse the Owner the normal billing rate of the Owner and the Owner's representative, or the Owner is authorized to withhold funds from the contract sum for all time spent by the aforesaid in evaluating the proposed substitution.

END OF SECTION



**ABATEMENT OBSERVATION SERVICES**

The Contractor will subcontract with a hazardous materials abatement monitoring and observation service to provide services described herein.

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. The Contractor will contract with an independent abatement observation service, as specified herein.
- B. The observation service Project Manager shall be a California Department of Occupational Safety and Health (DOSH) Certified Asbestos Consultant (CAC). The on-site technician shall be at a minimum a DOSH site surveillance technician (CSST) and CDPH lead sampling technician.

**1.2 SCOPE OF WORK**

- A. Provide an industrial hygienist to supervise staff working on the project and attend pre-bid and pre-construction meetings, as requested.
- B. Review the abatement contractor's submittals for conformance with regulatory requirements.
- C. Observe the work practices and procedures of the abatement contractor during hazardous materials removal activities and monitor conformance with the specification and applicable federal, state, and local regulations. Complete checklists summarizing field observations and include this in a written report at the completion of the project.
- D. Conduct area air sampling during asbestos and lead removal activities at locations adjacent to the work areas to evaluate contractor work practices and to ascertain how well fibers and dust emissions are being contained in the regulated work areas. Up to four samples shall be collected per day per site.
- E. Conduct a final visual inspection following removal of lead and asbestos materials and conduct dust wipe clearances for lead and air clearances for asbestos in indoor work areas (as necessary).
- F. Prepare and submit a written report at the completion of the projects documenting project activities and air monitoring results. One report shall be provided per site.

**END OF SECTION**



**PRODUCT HANDLING**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Work included: Protect products scheduled for use in the work by means including, but not necessarily limited to, those described in this Section.
- B. Related Work:
  - 1. Additional procedures also may be prescribed in other Sections of these specifications.

**1.2 QUALITY ASSURANCE**

- A. Include within the Contractor's quality assurance program such procedures as are required to ensure full protection of work and materials for the HazMat Work.

**1.3 MANUFACTURERS' RECOMMENDATIONS**

- A. Except as otherwise approved by the Owner, the Owner's Representative, or the observation service, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

**1.4 PACKAGING**

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
  - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
  - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Owner, the Owner's Representative, or the observation service may reject as noncomplying such material and products that do not bear satisfactory identification as to manufacturer, grade, quality, and other pertinent information.

**END OF SECTION**



**PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

**A. Work Included:**

1. Throughout the progress of the HazMat Work, the Abatement Contractor will notify the observation service in writing of all hazardous materials specified to be removed under this contract which, when verified to meet one of two categories described below, will not be removed from the work area. This will be done so that the "Project Record Documents" can be annotated to provide factual information regarding all aspects of the work and to enable future modifications of the building to proceed with a reduced risk of exposure to unknown deposits of ACM and LCP. Materials that shall be identified in the project record documents include:
  - a. Hazardous Materials that cannot be removed without causing damage to structural (load bearing) members of the building. This does not include situations in which the specifications specifically authorize the destruction of structural members to access hazardous materials.
  - b. Hazardous Materials discovered in the work area during the course of the project which were not part of the scope of work and have not been added to the scope of work by the Owner.

**1.2 QUALITY ASSURANCE**

- A. The supervisor or foreman of each crew will be instructed to report any known or suspected ACM that cannot be removed to the observation service within 24 hours of encountering the material. Once it has been determined that the materials shall not be removed, the Abatement Contractor shall legibly annotate the description and quantities of the material on a separate set of construction plans. The plans are to be submitted to the observation service at the conclusion of the abatement phase of this contract.

**PART 2 - PRODUCT**

**2.1 FINAL REVIEW**

- A. The crew foremen and supervisors shall conduct a review of the annotated project record documents with the observation service to ensure that all ACM, which will remain at the site, have been noted. The review may take place during the pre-final review, but before any enclosure work, which would prohibit verification of the material.
- B. The Abatement Contractor shall sign an affidavit stating that the project record documents are correct to the best of his knowledge.

**END OF SECTION**



## ASBESTOS ABATEMENT

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. **Work included:** Abatement Contractor shall furnish all labor, materials, services, permits, insurance (specifically covering the handling and transportation of Hazardous Material and equipment which is specified, shown, or reasonably implied for asbestos abatement activities).
- B. **Related Work:** None.
- C. **Applicable Publications:** The publications listed below form a part of these Specifications to the extent referenced. The publications are referred to in the text by the basic designation only.
1. Code of Federal Regulations (CFR) Publications:

|                      |  |
|----------------------|--|
| 29 CFR 1910.1001     | Asbestos   |
| 29 CFR 1910.1200     | Hazard Communication   |
| 29 CFR 1910.20       | Access to Employee Exposure and Medical Records  |
| 29 CFR 1910.132      | General Requirements - Personal Protective Equipment   |
| 29 CFR 1910.133      | Eye and Face Protection  |
| 29 CFR 1910.134      | Respiratory Protection   |
| 29 CFR 1910.145      | Specifications for Accident Prevention, Signs and Tags   |
| 29 CFR 1926.1101     | Asbestos   |
| 40 CFR 61, Subpart A | General Conditions   |
| 40 CFR 61, Subpart M | National Emission Standards for Asbestos   |
| 40 CFR 61.152        | Standard for Waste Disposal for Manufacturing, Demolition, Renovation, Spraying and Fabrication Operations |
| 40 CFR Part 763      | Asbestos Containing Materials Schools; Final Rule and Notice   |
  2. American National Standard Institute (ANSI) Publications:

|            |  |
|------------|--|
| Z9.2-1979  | Fundamentals Governing The Design and Operation of Local Exhaust Systems |
| Z88.2-1992 | Practices for Respiratory Protection                                     |



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3. National Fire Protection Association (NFPA):  

|         |                        |
|---------|------------------------|
| 70-1984 | National Electric Code |
| 10-1984 | Fire Extinguishers     |
4. U. S. Environmental Protection Agency (EPA):  

|                                 |   |
|---------------------------------|---|
| Publication No.<br>560/5-85-024 | Guidance for Controlling Asbestos-Containing Materials in Buildings, June, 1985 |
|---------------------------------|---|
5. American Society for Testing Materials (ASTM) Publications:  

|          |   |
|----------|---|
| E 849-82 | Safety and Health Requirements Relating to Occupational Exposures to Asbestos |
| P-189    | Specifications for Encapsulants for Friable Asbestos-Containing Materials     |
6. National Institute of Occupational Safety and Health (NIOSH) Publications:  

|  |                               |
|--|-------------------------------|
| Manual of Analytical Methods, 2nd Ed., Vol. 1.<br>Physical and Chemical Analysis Method (P&CAM): |                               |
| Method 7400  | Fibers (N1, 3rd Ed., Vol. 1.) |
7. Underwriters Laboratories, Inc. (UL) Publications:  

|                   |  |
|-------------------|--|
| 586-77<br>(R1982) | Test Performance of High Efficiency, Particulate, Air Filter Units |
|-------------------|--|
8. Title 8 California Code of Regulations:  

|                       |  |
|-----------------------|--|
| Section 5208          | General Industry Safety Orders                         |
| Section 5144          | Respirator Regulations                                 |
| Section 1529          | Construction Industry Safety Orders, Asbestos Standard |
| Section 341.6 -341.14 | Registration for Asbestos Related Work                 |
9. Monterey Bay Air Resources District Rule 424

### 1.2 DEFINITIONS

**Abatement:** Procedures to control fiber release from asbestos-containing building materials. Includes removal, encapsulation, and enclosure.

**AHERA:** - Asbestos Hazard Emergency Response Act.

**Air Lock:** A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.

**Air Monitoring:** The process of measuring the fiber content of a specific volume of air in a stated period of time.



**Air Sampling Professional:** The professional contracted or employed to supervise air monitoring and analysis schemes. This individual is also responsible for recognition of technical deficiencies in worker protection equipment and procedures during both planning and on-site phases of an abatement project.

**Amended Water:** Water to which a surfactant has been added.

**Area Monitoring:** Sampling of airborne fiber concentrations

**Asbestos:** Includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.

**Asbestos-Containing Material (ACM):** Material composed of asbestos of any type in an amount greater than 1 percent and by weight, either alone or mixed with other fibrous or nonfibrous materials.

**Asbestos-Containing Construction Material (California definition):** Any manufactured construction material which contains more than 1/10th of 1% asbestos by weight.

**Asbestos Fibers:** Asbestos fibers at least 5 micrometers in length having an aspect ratio of at least 3:1.

**Authorized Visitor:** Owner or Owner's Representative, Observation Service and any representative of a regulatory or other agency having jurisdiction over the Project.

**Clean Room:** An uncontaminated area or room which is a part of the worker decontamination enclosure with provisions for storage of workers' street clothes and protective equipment.

**Contained Work Area:** A work area which has been isolated, plasticized, and equipped with a decontamination enclosure system.

**Curtained Doorway:** A device to allow ingress or egress from one area to another while permitting minimal air movement between the areas, typically constructed by placing three overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, and securing the vertical edge of the outer two sheets along the opposite vertical side of the doorway.

**Decontamination Enclosure System:** A series of connected rooms, with air locks or curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one air lock to the work area.

**Encapsulant (sealant):** A liquid material which can be applied to ACM and which controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

**Encapsulation:** All herein-specified procedures necessary to apply an encapsulant to asbestos-containing building materials to control the possible release of asbestos fibers into the ambient air.



**Enclosure:** All herein-specified procedures necessary to enclose completely ACM behind airtight, impermeable, permanent barriers.

**Excursion Limit:** An exposure of airborne concentrations of asbestos fibers of one fiber per cubic centimeter of air (1f/cc) over a sampling period of thirty minutes.

**Equipment Room:** A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

**Equipment Decontamination Enclosure:** That portion of a Decontamination Enclosure System designed for controlled transfer of materials, waste containers and equipment, typically consisting of a washroom and a holding area.

**Friable Asbestos Material (40 CFR, Subpart M Definition):** Material that contains more than one percent (1%) asbestos by weight and that can be broken, crumbled, pulverized, or reduced to powder by hand pressure when dry.

**Fixed Object:** A unit of equipment or furniture or other building component which cannot be detached from the building or can only be detached by destructive methods resulting in irreparable damage to the item.

**Glove-bag Method:** A method with limited applications for removing small amounts of friable ACM from HVAC ducts, piping runs, valves, joints, elbows. The glove-bag (typically constructed of 6-mil transparent polyethylene has two inward-projecting long sleeve rubber gloves, one and an internal tool pouch. The glove-bag is constructed and installed in such a manner that it surrounds the object or area to be abated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glove-bag method must be highly trained, experienced, and skilled in this method.

**HEPA Filter:** A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97 percent of all monodispersed particles including equal to or greater than 0.3 microns in mass median aerodynamic equivalent diameter.

**HEPA Vacuum Equipment:** Vacuuming equipment with a HEPA filter system.

**Holding Area:** A room in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an air lock.

**Isolation:** The sealing of all openings into a work area.

**Isolated (non-contained) Work Area:** A work area which is isolated, but has not been plasticized and may or may not be equipped with a decontamination enclosure system.

**Maximum Acceptable Level:** An exposure of airborne concentrations of fibers of 0.1 f/cc at any time within the contained work areas, and 0.01 f/cc outside of the work areas by PCM. This level is a contractual standard for this Project.

**Movable Object:** A unit of equipment, furniture or other building component which is detached or can be detached from the building without destructive methods or results.

**Negative Air Pressure Equipment:** A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.



**Nonfriable Asbestos-Containing Material:** Material that contains more than one percent asbestos by weight in which the fibers have been locked in by a bonding agent, coating, binder, or other material so that the asbestos is well bound and will not release fibers during any appropriate end-use, handling, demolition, storage, transportation, processing, or disposal.

**Observation Service:** The agent of Owner or Owner's Representative who shall observe the work, perform tests, verify that abatement methods and procedures specified are being complied with, and reports all observations and test results to Owner or Owner's Representative.

**Permissible Exposure Limit (PEL):** An airborne concentration of asbestos in excess of 0.1 fibers per cubic centimeter of air as an 8-hour time-weighted average (TWA), as determined by the method prescribed in Appendix A of §1926.1101 (c) CFR.

**Personal Monitoring:** Sampling of Asbestos fiber concentrations within the breathing zone of an Asbestos Worker.

**Plasticize:** To cover floors, walls and other structural elements of a work area with polyethylene sheeting as herein specified with all seams securely taped with duct tape.

**Removal:** All herein-specified procedures necessary to remove ACM from the designated areas and to dispose of these materials at an acceptable site.

**Shower Room:** A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold or warm running water, and suitably arranged for complete showering during decontamination.

**Surfactant:** A chemical wetting agent added to water to reduce surface tension and improve penetration into the ACM.

**TEM:** Transmission Electron Microscopy

**Washroom:** A room between the work area and the holding area in the equipment decontamination enclosure system where equipment and waste containers are decontaminated.

**Wet Cleaning:** The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.

**Work Area (Also known as "Regulated Area"):** Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area which has been isolated, plasticized, and equipped with a decontamination enclosure system. An isolated (non-contained) work area is a work area which is isolated, but has not been plasticized and may or may not be equipped with a decontamination enclosure system.

**Worker Decontamination Enclosure System:** That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room.



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### **1.3 QUALITY CONTROL**

- A. Safety Compliance: In addition to detailed requirements of this specification, comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities and publications regarding handling, storing, transporting, and disposing of asbestos waste materials. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work. Where the requirements of this specification and referenced documents vary, the most stringent requirement shall apply.
- B. Abatement Contractor shall have at least one copy each of 29 CFR Part 1910 - Occupational Safety and Health Standards, 29 CFR 1926.1101, 40 CFR Part 61, Subparts A & M, and all pertinent state and local regulations at his office and at the job site.
- C. Before the commencement of any work at the site, the Contractor and/or Abatement Contractor shall post bilingual (as appropriate) EPA and OSHA caution signs in and around the work area to comply with EPA and OSHA regulations.
- D. Area Monitoring shall be performed by the observation service, who will conduct air sampling of the Abatement Project (1) immediately outside the work area, (2) in the work area, and (3) for work area clearance after decontamination operations.
- E. Personal monitoring and other monitoring, which is required by law, or considered necessary by the Contractor or Abatement Contractor for worker protection shall be the responsibility of the Contractor and Abatement Contractor.

### **1.4 ADMINISTRATION OF THE CONTRACT**

All Work is to be performed under the observation of the observation service and Owner's representative, who shall be free to enter and review all Work (see Abatement Observation Services).

### **1.5 SAFETY**

Submittals to include written procedures for evacuation of injured workers. Aid for seriously injured workers shall not be delayed in order to comply with standard decontamination procedures. It is the responsibility of the Contractor and Abatement Contractor to decide if the seriousness of the injury warrants noncompliance with the standard decontamination procedures.

## **PART 2 - WORKER PROTECTION**

### **2.1 TRAINING PROGRAM**

- A. Each employee shall receive training in the proper handling of materials that contain asbestos, including all aspects of work procedures and protective measures, use of protective clothing and respiratory protection, use of showers, entry and exit procedures from work areas and in OSHA regulations. All workers who are scheduled to use the glove-bag method must be highly trained, experienced and skilled in this method. Each employee shall also understand the health implications and risks involved, including the illness possible from exposure to airborne asbestos fibers and the increased risk of lung cancer associated with smoking cigarettes and asbestos exposure, understand the use and limits of the respiratory equipment to be used, and understand the purpose of medical surveillance and the monitoring of airborne quantities of asbestos as related to health and respiratory equipment. The training program shall comply with federal, state or local regulatory requirements.



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- B. Emergency evacuation procedures to be followed in the event of worker injury or compressor failure, shall be included in worker training program.

### 2.2 DRESS AND EQUIPMENT

- A. Work clothes shall consist of disposable full-body coveralls, head covers, rubber gloves, work boots, or equivalent. Sleeves at wrists and cuffs at ankles shall be secured.
- B. Eye protection, hearing protection, and hard hats shall be available as appropriate or as required by applicable conditions and safety regulations.
- C. Provide authorized visitors with suitable respiratory protection, protective clothing, headgear, eye protection, and footwear whenever they are required to enter the work area.

### 2.3 RESPIRATORS

- A. Respiratory protective equipment shall be selected in accordance with (1) the ANSI standard for respiratory protection (Z288-2-19920 and the requirements of Title 8 CCR, 1529, 5144, and Title 29 CFR 1926.1101, and 1910.134. Respiratory instructions shall be posted in the clean room.
- B. Use full face powered air purifying respirator (PAPR) for the abatement of ACM until the Abatement Contractor can establish the average airborne concentrations of asbestos fibers the employees are exposed to are at or below 0.01 f/cc. Determine both the 30-minute excursion limit and the 8-hour TWA concentration of asbestos fibers to which employees will be exposed in each work area. The Abatement Contractor may use half- faced mask or full faced air purifying respirators if they can provide an applicable negative exposure assessment (NEA).
- C. Half-mask or full-face air-purifying respirators with high efficiency P100 filter cartridges may be worn during the preparation of the work area, performance of repair work, use of glove-bags and decontamination work, provided work area fiber concentrations are at or below 0.1 fibers/cc.
- D. The Abatement Contractor shall provide workers with approved, permanently personally-issued and marked respirators with changeable P100 filters. The Abatement Contractor shall provide a sufficient quantity of filters approved for asbestos so that workers can change filters during the workday. Filters shall not be used any longer than one workday or whenever an increase in breathing resistance is detected. The respirator filters shall be stored at the job site in the clean room and shall be totally protected from exposure to asbestos before their use.
- E. Workers shall always wear a respirator, properly fitted on the face, in the work area, from the initiation of preparation work until all areas have been given written clearance by the observation service.

### 2.4 WORKER PROTECTION PROCEDURES - TO BE POSTED IN CLEAN ROOM

Bilingual (English and other appropriate language[s]) worker protection procedures must be posted in the clean room. If the first language of all workers is English, the bilingual procedures are accepted.

- A. Each worker and authorized visitor shall prior to entering the contained work area: remove street clothes in the clean room and put on a respirator and clean protective clothing. No person shall enter the work areas unless he or she has received the minimum asbestos



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awareness and respirator training as outlined in the Cal/OSHA and OSHA asbestos standards. Each person must submit a copy of medical examination documentation.

- B. All Workers shall, each time they leave the work area: remove gross contamination from clothing; proceed to the equipment room, and remove all clothing except respirators. Still wearing the respirator, proceed to the showers; clean the outside of the respirator with soap and water while showering; remove the respirator; thoroughly shampoo and shower to remove residual asbestos contamination.
- C. Following showering and drying off, proceed directly to the clean room and dress in personal clothing. Before reentering the work area, each worker and authorized visitor shall put on a clean respirator and shall dress in clean protective clothing.
- D. Contaminated protective clothing and work footwear shall be stored in the equipment room when not in use in the work area. At appropriate times or upon completion of asbestos abatement, dispose of protective clothing and footwear as contaminated waste, or launder in accordance with government regulations.
- E. Workers removing waste containers from the equipment decontamination enclosure shall enter the holding area from outside wearing a respirator and dressed in clean disposable coveralls. No worker shall use this system as a means to leave or enter the washroom or the work area.
- F. The disposable clothing worn outside the work area shall be of different color or markings from the disposable clothing worn inside the work area.
- G. Workers shall not eat, drink, smoke, or chew gum or tobacco while in the work area.
- H. Workers and authorized visitors with beards or who are unshaven shall not enter the work area.

### 2.5 MEDICAL EXAMINATIONS AND HISTORIES

Before exposure to airborne asbestos, the Abatement Contractor will provide each employee providing labor or professional services at the Project site with a current comprehensive medical exam, including a history of respiratory and gastrointestinal diseases, meeting the general definition outlined in 29 CFR 1910.1001, 29 CFR 1910.134, 29 CFR 1926.1101 and Title 8 of CCR 1529. Abatement Contractor shall submit a current medical examination report. The medical report shall contain a statement from the examining physician that the employee can (or cannot) function normally wearing a respirator or that the safety or health of the employee or other employees will or will not be impaired by his use of a respirator. No employee will be allowed to enter the work area without having first provided a copy of their Medical Examination, to the observation service and until the medical has been approved.

### 2.6 EMPLOYEE IDENTIFICATION

The Abatement Contractor shall furnish an employee roster to the observation service for each work shift. Each employee entering the work area shall have in his possession at least two forms of identification, one of which has his/her photograph.

## **PART 3 - PRODUCTS**

### 3.1 GENERAL

- A. The Abatement Contractor shall furnish, provide, and utilize the following products in the work areas as specified.



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- B.** See Product Handling in of these specifications.

**3.2 PROTECTIVE COVERING (POLYETHYLENE)**

Two layers of 6-mil fire retardant polyethylene sheeting in sizes to minimize the frequency of joints.

**3.3 TAPE**

Duct tape 2" or wider, or equal, and capable of sealing joints of adjacent sheets of polyethylene, and for attachment polyethylene sheeting to finished or unfinished surfaces of dissimilar materials, and capable of adhering under both dry and wet conditions, including use of amended water.

**3.4 PROTECTIVE PACKAGING**

- A.** Appropriately labeled clear, double 6-mil minimum sealable polyethylene bags.
- B.** Appropriately labeled, sealable, impermeable drum containers.
- C.** Bilingual labels (English and other appropriate language[s]) on containment glove-bags, waste packages, contaminated material packages and other containers shall be in accordance with EPA or OSHA standards.

**3.5 WARNING LABELS AND SIGNS**

As required by 29 CFR 1910.1001, 29 CFR 1910.1200, 29 CFR 1926.1101 and other pertinent state and local regulations, whichever is the most stringent.

**3.6 SURFACTANT**

Surfactant, or wetting agent, for amending water shall be used as specified by the manufacturer.

**3.7 ENCAPSULATING SEALER**

- A.** Shall be a penetrating or bridging type, pollution-free, nontoxic, with a Class A fire classification as specified herein. Encapsulants with the ingredient methylene chloride are not acceptable unless the Abatement Contractor can prove to the observation service's satisfaction that equal substitute materials are not available. If substitutes are not used, the Abatement Contractor shall submit with the asbestos plan, for the observation service's approval, respiratory protection and negative air discharge procedures to protect workers, authorized personnel and the public from methylene chloride exposure. Material shall be flexible when cured, resistant to weathering, oxidation, aging and abuse.
- B.** Shall be a water-dispensed coating, insoluble in water when cured.
- C.** Shall be used undiluted.
- D.** Shall have a written certification from the manufacturer that the encapsulant is compatible with the replacement material and will safely withstand temperatures of all surfaces on which the encapsulation will be applied. The Contractor and Abatement Contractor shall make sure the encapsulant shall be compatible with the existing substrate and replacement materials.
- E.** Encapsulant found not to be in conformance with requirements of these specifications shall be removed from the site immediately. All areas where the defective encapsulant has been applied shall be re-sprayed with approved encapsulant or remedied in a manner, including



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the possibility of removal and replacement of the subject ACM, acceptable to Owner. Re-encapsulation expense shall be borne by the Contractor.

- F. Encapsulant to be applied to structural members before reapplication of spray-applied or trowel-applied fireproofing must be a component of the fireproofing system when it was tested and rated by the Underwriters Laboratory (UL), ASTM, Factory Mutual (FM) or other building code approved testing agencies.

### 3.8 LAGGING ADHESIVE

Shall meet NFPA 90A Code, such as Arabol, Childers CP52, Insul-Coustic 102, or approved equal.

### 3.9 GLOVEBAGS

The glove-bag (typically constructed of six-mil transparent polyethylene) has two (2) inward-projecting long-sleeve rubber gloves, and an internal tool pouch.

### 3.10 TOOLS AND EQUIPMENT

- A. Provide suitable tools for asbestos removal and encapsulation.
- B. **Negative air pressure equipment:** HEPA filtration systems shall have filtration equipment in compliance with ANSI Z9.2-1979, local exhaust ventilation. No air movement system or air filtering equipment shall discharge unfiltered air outside the work area.
- C. **Manometer:**
  - 1. Shall have a built-in alarm and continuous hard copy readout.
- D. **HEPA Vacuums:**
  - 1. Shall comply with ANSI Z9.2-1979.
- E. **Vacuum Loaders:**
  - 1. Shall have HEPA filtration system in compliance with ANSI Z9.2-1979.
  - 2. Meets or exceeds OSHA and EPA safety regulations.
  - 3. Fully-enclosed negative pressure system.
- F. **Scaffolding:**
  - 1. Provide all scaffolding, ladders and staging, etc. as necessary to accomplish the work of this contract. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions. No workers are to remain on rolling scaffolding as it is being moved.
  - 2. Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.
  - 3. Provide a nonskid surface on all scaffold surfaces subject to foot traffic.
  - 4. Design scaffolding to take into account all applicable local, state and federal construction standards.

### 3.11 LUMBER

Shall be flame retardant and carrying markings certifying such properties.



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### 3.12 SOLVENTS

- A. Shall be non-toxic, non-carcinogenic, nonflammable (flash-point in excess of 200° F.), nonreactive with or damaging to materials it will come in contact with and approved for indoor use by regulatory agencies. Provide ventilation of work area as required by manufacturer. Vent exhaust to the exterior of the building and in a manner that will not result in adverse effects to other areas of the facility, adjacent facilities or public areas. Solvents shall not be used in areas which food stuffs are stored.
- B. If a chemical mastic remover is used to remove flooring mastic, the mastic remover shall be a "low odor" type. Removers with methylene chloride or with a petroleum distillate or glycol ether base are prohibited. SDS's shall be submitted for mastic removal products.

## **PART 4 - EXECUTION**

### 4.1 WORK AREA PREPARATION

- A. Preparation procedures for removal of all ACM in the interior work areas:
  - 1. Removal of the ACCM and ACM, unless specified otherwise, shall be executed in a contained work area.
  - 2. The Abatement Contractor shall isolate the work area for the duration of the project, completely sealing all openings including, but not limited to, HVAC ducts, diffusers and grilles, skylights, doorways, and windows, with 6-mil polyethylene taped securely to a clean surface. Dropped ceilings are to be covered and sealed with 4-mil polyethylene sheeting at a minimum. Spray adhesive used on finished surfaces should be avoided where possible. Construct barriers that enclose or separate work areas. Barriers shall form a seal at vertical walls and at the floor deck above and below.
  - 3. HVAC systems shall be shut down. The Abatement Contractor shall design his work area preparation and engineering controls as specified and/or as required to prevent damage to and contamination of the affected HVAC system.
  - 4. The Abatement Contractor shall remove all movable objects from the work areas that are vulnerable to damage or contamination, or that will impede or prevent the completion of the work. All movable objects removed from the work area shall be clean before being moved to the designated storage area.
  - 5. Clean and cover fixed and movable objects that can remain in the work area with 6-mil polyethylene sheeting taped securely in place. Special precautions shall be taken to protect fixed objects vulnerable to damage or contamination.
  - 6. All fixed and movable objects requiring cleaning shall be washed with amended water or cleaned with a HEPA filtered vacuum.
  - 7. All objects removed shall be adequately marked and charted on a plan to ensure proper reinstallation upon completion of the decontamination of the work area. The objects shall be stored in a location designated by the Owner, and in a manner that will prevent contamination or damage to the objects. Damaged and missing objects will be replaced by the Contractor at his own expense and to the satisfaction of Owner.
  - 8. Seal and protect all light fixtures, computer systems, communication systems, lighted exit signs and other electrical items, etc., that will remain within the work



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area with 6-mil polyethylene taped securely. The polyethylene cover shall be kept away from heat-generating electrical devices where fire or damage to the device is possible. Light fixtures and all other electrical items shall be thoroughly cleaned before covering. Make waterproof all electrical conduit connections and other electrical devices that will be exposed to moisture.

9. Pre-clean the proposed work areas before plasticizing floors and walls as applicable with two layers of six- and/or ten-mil polyethylene, using HEPA vacuum equipment or wet-cleaning methods as appropriate. Ceilings to be plasticized with 4-mil poly. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
10. Install 12- by 12-inch (minimum) Plexiglas® observation window(s) at strategic location(s) in the containment barrier to allow observation of all areas of work from outside the work area.
11. Seal all wall, plumbing, duct and other cavities to prevent asbestos materials from falling into such cavities during the work.
12. The Abatement Contractor shall check regularly (at beginning, middle and end of each shift as a minimum) all polyethylene isolation and containment (protective) barriers for punctures, loose seals, contact with heat-generating devices, etc. Problem areas shall be repaired or mended immediately.
13. Maintain existing emergency exits from the building. Maintain a minimum of two exits from work areas where possible. The first exit shall be the worker decontamination enclosure system. The second exit may be the equipment decontamination enclosure system or a ripcord type, emergency only exit in the plastic containment at a door, window or other appropriate location. Exits, where possible, shall be on opposite ends of the work area. All exits shall be labeled in bright letters or signage. The second exit shall be labeled "Emergency Exit Only." Establish alternative exits satisfactory to fire officials where existing building or work area emergency exits are unavoidably blocked by activities of this project.
14. Provide and maintain appropriate fire extinguisher inside and outside the work area. One 30-pound type "ABC" fire extinguisher is required for each 2,000 square feet of floor area.
15. Install and maintain temporary emergency exit lighting with battery backup power in all work areas. Temporary emergency exit lighting in the work area(s) is optional if the Abatement Contractor provides flashlights to workers. Flashlights must be in the possession of the workers at all times while in the work area.
16. Shutdown of electric power during the wet removal or encapsulation phase of the HazMat Work is mandatory unless directed otherwise. Provide temporary power and lighting when necessary, and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements including appropriate ground fault interrupter (GFI) protection. Temporary light fixtures will be explosion proof. Provide and maintain auxiliary generator equipment where existing facility power is insufficient. Locate generator or vent generator exhaust in a manner that will prevent carbon monoxide hazards to workers and the public. When power shutdown is required, the Abatement Contractor shall check for conditions where shutdown will pose a danger to the building or to the building's components. The Contractor and Abatement Contractor shall take all precautions necessary, including inspections and testing, to ensure the safety of employees and other building occupants from electrical hazards during the course of the



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HazMat Work. Existing fire, smoke detection and other life safety systems shall be kept in operation at all times, or, the Contractor shall install and maintain a temporary system or alternate acceptable to Owner and fire officials.

17. The Abatement Contractor shall install and maintain negative air pressure equipment during the abatement and decontamination phases of the HazMat Work until the clearance test has passed. A sufficient amount of air shall be exhausted by the unit(s) to create a pressure of -0.02 inches of water within the work area with respect to the area outside the work area. If only one unit is necessary to provide the specified negative air pressure in a work area, the Contractor and/or Abatement Contractor shall have a backup unit in place should the first unit fail, and for filter changes.

The Contractor or Abatement Contractor shall provide a fully operational air circulation system supplying a minimum air circulation rate of six (6) air changes per hour.

Determine the number of units needed to achieve required air circulation by first determining the volume in cubic feet of the work area, by multiplying the floor area by the ceiling height. Determine the total air circulation requirement in cubic feet per minute (CFM) for the work by multiplying this volume by the air change rate and dividing by 60.

Air Circulation Required in CFM =

$$\frac{\text{Volume of Work Area (cu. ft.)} \times \text{Six (6) Air Changes per Hour}}{60 \text{ (minutes per hour)}}$$

Divide the air circulation requirement (CFM) above by the capacity of HEPA-filtered fan unit(s) used. Capacity of a unit for purposes of this section is the capacity in cubic feet per minute with fully loaded filters (pressure differential that causes the loaded filter warning light to come on) in the machine's labeled operating characteristics.

Number of Units Needed =

$$\frac{\text{Air Circulation Requirement (CFM)}}{\text{Capacity of Unit with Loaded Filters (CFM)}}$$

Provide one spare unit per containment area (one minimum per job site) as a backup in case of equipment failure or shutdown of machine for filter changing. Size spare unit to be of the same capacity as the largest operating unit.

Pressure differential isolation and air circulation in the work area are to be accomplished by a recirculation system. Recirculate air in the work area through HEPA-filtered fan units to accomplish air circulation requirements of this section. Locate the HEPA-filtered fan units so that air is circulated through all parts of the work area, and so that required pressure is maintained at all parts of work area geometry. Move units as necessary so that in any location where ACM are being disturbed the discharge from one HEPA-filtered fan unit is blowing contamination away from workers. Direct air flow in these locations so that it is predominantly toward worker's backs at the breathing zone elevation.

18. Install and maintain a manometer with a strip chart and audible alarm from the time abatement begins until the clearance test has passed in all work areas. Report readings to the observation service at the start and end of each work shift.



19. Notify the observation service 24 hours in advance of when preparatory steps will be completed. Asbestos abatement work shall not commence until all preparation requirements have been completed; all tools, equipment, and materials are on hand; all required submittals, notices and permits have been approved, and until the Observation Service authorizes in writing that work may commence.

**B. Barriers and Isolation - Exterior Abatement:** Contractor shall perform the following work area preparation methods for the abatement of components considered exterior to the building as described in the scope of work:

1. Prior to the commencement of any abatement procedures, notification requirements must be met, required signs shall be posted and movable objects if any) shall be moved a minimum of twenty (20) feet from the perimeter of the building. Required signage in the Cal/OSHA asbestos regulation Title 8 CCR section 1529 (k) (7) is as follows:

|  |
|--|
| <p style="text-align: center;">DANGER<br/>ASBESTOS<br/>MAY CAUSE CANCER<br/>CAUSES DAMAGE TO LUNGS<br/>AUTHORIZED PERSONNEL ONLY</p> |
|--|

2. A yellow caution tape barrier shall be placed around each work area at a distance sufficient enough to keep bystanders out of the immediate work areas. This area is considered the Regulated Area.
3. Provide decontamination wash station

#### 4.2 DECONTAMINATION ENCLOSURE SYSTEMS

**A. Decontamination Enclosure Systems (worker and equipment) general requirements:**

1. Build suitable wood, metal or PVC framing as described herein and as approved by the observation service with two layers of 6-mil polyethylene sheeting on the walls and three layers on the floor. Portable prefab units, if utilized, must be submitted for review and approval by the observation service before start of construction. Submittal shall include, but not be limited to, a floor plan layout complying with the schematic layouts bound herein, showing dimensions, materials, sizes, thickness, plumbing, and electrical outlets, etc.
2. Construct a workers' decontamination unit contiguous to the work area consisting of three totally enclosed chambers as follows:
  - a. An equipment room with an air lock to the work area and a curtained doorway to the shower room.
  - b. A shower/wash station room with two curtained doorways, one to the equipment room and one to the clean room. A shower is required for OSHA Class 1 work. Plastic on shower room and adjoining equipment and clean rooms shall be opaque. The shower room shall contain at least one shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Trap shower waste using filters having a maximum pore size of 1.0 micron, and



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drain into a sanitary sewer. Replace filters when they become clogged. Ensure a supply of soap and disposable towels at all times in the shower room.

- c. A clean room with one curtained doorway into the shower and one entrance or exit to non-contaminated areas of the building. The clean room shall have sufficient space for storage of the workers' street clothes, towels, and other non-contaminated items. Joint use of this space for other functions, such as offices, storage of equipment, materials, or tools, shall be prohibited.
- 3. Construct an equipment decontamination enclosure system consisting of two totally enclosed chambers as follows:
  - a. A washroom with an air lock to a designated staging area of the work area and a curtained doorway to the holding room.
  - b. A holding room with a curtained doorway to the washroom and a doorway to an uncontaminated area.
- B.** Decontamination Enclosure System for asbestos-abatement work in "Isolated" work areas:
  - 1. Construct a decontamination enclosure system consisting of two totally enclosed chambers, as follows:
    - a. An equipment room, consisting of a curtained doorway to the isolated work area and a curtained doorway to the shower room.
    - b. A shower room, consisting of a curtained doorway to the equipment room and a curtained doorway to an uncontaminated area. Plastic on shower room and adjoining equipment and clean rooms shall be opaque. The shower room shall contain at least one shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Trap shower waste using filters having a maximum pore size of 1.0 micron, and drain into a sanitary sewer. Replace filter when they become clogged. Ensure a supply of soap and disposable towels at all times in the shower room.
  - 2. Construction of an equipment decontamination enclosure system is optional.
    - a. A washroom with an air lock to a designated staging area of the work area and a curtained doorway to the holding room.
    - b. A holding room with a curtained doorway to the washroom and a doorway to an uncontaminated area.

**4.3 ASBESTOS REMOVAL**

- A.** Before removal, asbestos materials shall be sprayed with amended water. The asbestos materials shall be sufficiently saturated without causing excessive dripping and to prevent emission of airborne fibers. Spray materials repeatedly during the work process to maintain a wet condition. If the materials are not easily saturated, then the work area shall be constantly misted to keep fiber emission minimal.
- B.** Asbestos material shall be removed in manageable sections by a multi-person team, some of whom are wetting and the remainder removing and cleaning. Any material which falls



to the floor shall be wetted and picked up immediately. Material shall not be allowed to dry out. Material drop shall not exceed 15 feet. For heights up to 50 feet, provide inclined chutes or scaffolding to intercept drop. For heights exceeding 50 feet, provide enclosed dust-proof chutes. Before a second area can be started, removed material shall be packed into approved and labeled packaging while it is still wet. The outside of all containers shall be clean before leaving the work area. Move containers to the washroom (shower room when equipment decontamination system is not required), wet-clean each container thoroughly, and move to holding area pending removal to uncontaminated areas.

- C.** Asbestos material applied to concrete, steel decks, beams, columns, pipes, tanks, and other nonporous surfaces shall be wet-cleaned to a degree that no traces of debris or residue are visible.
- D.** Asbestos material debris on surfaces within accessible ceiling cavities and other accessible areas shall be removed in the same manner and cleaned to the degree as specified above.
- E.** The work area shall be kept orderly, clean and clear of work materials, polyethylene sheeting, tape, cleaning material, and clothing, and all other disposable material or items used. Prior to exiting the contained work area for breaks or at the shifts end, all debris shall be cleaned up and properly bagged.
- F.** Protective packages and drums containing asbestos materials shall be cleaned and stored in the isolated holding area until that time when the materials are to be loaded and transported to the hazardous waste disposal facility. The packages and drums shall be stored in piles no higher than four feet, and in a manner that will not result in damage to the packages or drums. Transport bags in covered drums or carts from the holding area to the transport.
- G.** Equipment removal procedures: Clean surfaces of contaminated equipment thoroughly by wet or wiping before moving such items into the washroom (shower room when equipment decontamination system is not required) for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave work area through the equipment decontamination enclosure.
- H.** Do not bag water used during abatement activities. Properly filter and drain water into building sanitary drain unless prohibited by local regulations. Filter shall have a maximum pore size of 1.0 micron.

#### **4.4 DECONTAMINATION OF WORK AREA**

- A.** Decontaminated procedures for contained work areas, excluding ACM encapsulation work:
  - 1. Remove all visible accumulations of asbestos material and debris. Wet-clean all surfaces within the work area to remove asbestos residue.
  - 2. After cleaning, perform a complete visual inspection of the work area to ensure that the work area is free of any visible debris or residue.
  - 3. Upon completion of his visual inspection, notify the observation service in advance that the work area is ready for initial review.
  - 4. Upon proper notification, the observation service will review the work area for general conformance with the HazMat Specifications. Any nonconformance of the HazMat Work shall be remedied by the Contractor and/or Abatement Contractor until the work area is in compliance, and at the Abatement Contractor's expense.



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5. Upon successful compliance with the initial review by the observation service and after written notification, encapsulate all surfaces of the work area. Apply encapsulant in sufficient amounts to render the affected surface tacky to the touch.
6. Upon completion of the encapsulation work, notify the observation service in writing that the work area is ready for encapsulation review.
7. Upon proper notification, the observation service will review the encapsulated surfaces for general conformance with the HazMat Specifications. Any nonconformance of the work shall be remedied by the Contractor and/or Abatement Contractor until the work is in compliance and at the Contractor's expense.
8. Upon successful compliance with the encapsulation review by the observation service, and after written notification, remove the outer layer of plastic on the walls, floors, and ceilings (where applicable). The inner plastic layer and isolation barriers on vents, grilles, diffusers, etc., shall remain in place.
9. Wet-clean the work area or clean with HEPA vacuum equipment, all surfaces within the work area. After completing of the second cleaning operation perform a complete visual inspection of the work area to ensure that the work area is free of contamination.
10. Sealed drums and bags, and all equipment used in the work area, shall be included in the cleanup and shall be removed from the work area via the equipment decontamination enclosure system, at the appropriate time in the cleaning sequence.
11. Upon completion of the second cleaning operation, notify the observation service 24 hours in advance that the work area is ready for pre-testing review and clearance testing. Refer to appropriate article on air monitoring in this Section for clearance testing standards. Contamination found during the pre-testing review shall be remedied by the Contractor and/or Abatement Contractor, without additional costs to the Owner, prior to clearance testing.
12. Upon written notification from the observation service that the work area has passed the criteria for clearance testing, apply, when included in the contract, the asbestos-free replacement materials and re-establish objects and systems as specified in these specifications. The inner plastic layer and isolation barriers may be removed at any time after written notification.
13. Upon completion of the application of any replacement materials, or if no replacement materials are required, after the removal of the inner plastic layer, isolation barriers and the re-establishment of objects and systems notify in writing the observation service and/or the Owner's representative 24 hours in advance that the work area is ready for pre-final review.
14. Upon notification, the observation service and Owner's representative will review the work area. Improper application of replacement materials, unapproved damage to the facility or its contents, or improper re-establishment of objects and systems discovered during the pre-final review shall be itemized on a punch list for correction by the Contractor and/or Abatement Contractor without additional cost to the Owner. If no deficiencies are discovered the specifications or this portion of the specifications shall be approved in writing by the observation service and Owner's representative as complete. If deficiencies are noted, continue with the subsequent procedures. If deficiencies noted do not prevent the Owner from



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occupancy or proceeding with reconstruction work, the contract, or this portion of the contract, shall be specified in writing by the observation service and Owner's representative as substantially complete.

15. Upon correction of punch list deficiencies, notify the observation service and Owner's representative in advance that the work area is ready for final review.
16. Upon notification the observation service and Owner's representative will review the corrected punch list deficiencies. If all deficiencies have been corrected, the contract, or this portion of the contract, shall be approved in writing by the observation service and Owner as complete. If deficiencies have not been properly corrected the Abatement Contractor shall repeat, at his expense, procedures above until all deficiencies have been corrected and approved. If deficiencies noted do not prevent Owner from occupancy or proceeding with reconstruction work, the specifications or this portion of the specifications shall be specified in writing by the observation service and Owner's representative substantially complete.

**4.5 ASBESTOS DISPOSAL**

- A.** Asbestos-Containing Waste Materials shall be packed into approved sealed and labeled protective packaging. The abatement contractor shall affix to each individual container of asbestos waste shall have affixed the following:

1. The warning label specified in the Cal/OSHA asbestos regulation Title 8 CCR section 1529 (k) (7):

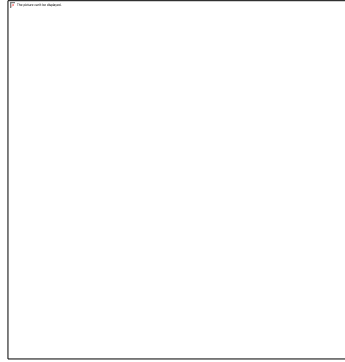
|  |
|--|
| <p style="text-align: center;">DANGER<br/>CONTAINS ASBESTOS FIBERS<br/>MAY CAUSE CANCER<br/>CAUSES DAMAGE TO LUNGS<br/>DO NOT BREATHE DUST<br/>AVOID CREATING DUST</p> |
|--|

2. The hazardous waste label specified in Title 49 CFR Part 172.304 as amended November 1, 1983, in accordance with DOSH regulation Title 22 CCR Section 66262.32 if the material is disposed of as hazardous:

|  |
|--|
| <p>HAZARDOUS WASTE - State and Federal Law Prohibit Improper Disposal. If found, contact the nearest police or public safety authority or the California Department of Toxic Substance Control.</p> <p>Generators Name: _____</p> <p>Address: _____</p> <p>Manifest Document Number: _____</p> |
|--|

3. In Addition to the above labeling, the Abatement Contractor shall affix the Department of Transportation (DOT) diamond label for friable asbestos waste only to each individual container:





- B.** Containers removed from the holding area must be removed by workers who have entered from uncontaminated areas dressed in clean coveralls. Waste pass-out procedures shall use two teams of workers: an inside team, and an outside team. The inside team wearing appropriate protective clothing, respirators with P100 filter cartridges shall clean the outside, properly labeled containers (bags drums, or wrapped components) using HEPA filter -equipped vacuum's and or wet cleaning techniques, and transport them into the waste container pass-out airlock. No worker from the inside team shall exit the work area through this enclosure system.

The outside team, wearing at a minimum, dual cartridge half-mask respirators equipped with HEPA filters and protective clothing, shall enter the airlock from outside the work area. They shall enclose bags in clean, labeled, 6-mil poly bags, wrap components too large to bag with a clean layer of 6-mil poly sheeting and remove them from the airlock. No worker from the outside team shall enter the work area through this airlock. Workers must not enter from uncontaminated areas into the washroom or the work area; contaminated workers must not exit the work area through the equipment decontamination enclosure system.

- C.** Containers of asbestos-containing wastes shall not be transported through occupied areas of the building without Owner's approval. If waste materials must be transported during business hours, the Abatement Contractor shall proceed in an inconspicuous manner. The observation service will monitor these activities and make suggestions as necessary. The Abatement Contractor's proposed procedures for handling waste must be submitted prior to the pre-construction meeting as part of the detailed HazMat work plan.
- D.** Vehicles and/or containers used for storing and/or transporting ACM to disposal sites shall have a completely enclosed, lockable storage compartment. Storage compartments shall be plasticized and sealed with a minimum of one layer of 6-mil polyethylene on the sides and top and two layers of 6-mil polyethylene on the floor. The compartments shall be thoroughly wet cleaned and/or HEPA vacuumed following the disposal of each load of material at the dump site. At the conclusion of the HazMat Work (or before transport vehicles are used for other purposes), the polyethylene shall be properly removed and disposed of as contaminated waste. After this is accomplished, compartments shall once again be wet cleaned and/or HEPA vacuumed in order to eliminate all debris prior to reuse of vehicles. All plastic sheeting, tape, cleaning material, including mops and sponges, clothing, filters, and all other contaminated disposable materials shall be packaged, labeled, and disposed of as asbestos-containing waste.
- E.** The Abatement Contractor shall deliver asbestos-containing waste materials to the pre-designated disposal facility in accordance with the guidelines of the EPA.
- F.** The Abatement Contractor shall notify the observation service 24 hours, in advance, when asbestos-containing waste materials are to be removed from the Site. The observation



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service must be present during the removal of asbestos-containing waste materials from the work area. A copy of the Uniform Hazardous Waste Manifest, or other document required by State or Local agencies, shall be submitted to the observation service for review and prior to transporting asbestos-containing waste materials to the disposal facility. Owner shall sign the manifests.

- G. At the conclusion of HazMat Work, provide written evidence (such as a "Bill of Lading" or "Uniform Hazardous Waste Manifest") that the asbestos-containing waste material was properly disposed of. The evidence shall be submitted with the final request for payment. Indicate on the "Bill of Lading" or "Hazardous Waste Manifest" the weight of the asbestos-containing waste material generated from the project. This weight amount must be confirmed by a party independent from the Contractor or Abatement Contractor.
- H. The Contractor and Abatement Contractor shall be responsible for the safe handling and transportation of all waste, generated by the project, to the designated waste disposal facility. The Contractor and Abatement Contractor shall bear all costs for all claims, damages, losses, and clean up expenses against Owner or the observation service, including but not limited to attorney's fees rising out of, or resulting from, asbestos spills on the site or spills en route to the disposal facility.
- I. Nonfriable Debris Disposal: Resilient floor tiles, and other nonfriable ACM will not be required to be disposed of as hazardous waste, unless they are made friable (RACM) during demolition. Friability will be determined by the observation service or a representative of a regulatory agency.

### 4.6 AIR MONITORING AND TESTING

#### A. Area Air Monitoring:

- 1. Throughout removal, encapsulation, and cleaning operations, area air monitoring shall be conducted by the observation service to ensure that engineering controls and work practices minimize worker and public exposures to airborne asbestos fibers. Fiber counting shall be phase contrast microscopy (PCM) performed in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400 "A" counting rules.
- 2. The observation service shall report the area air monitoring results to the Abatement Contractor and Owner within 72 hours. If results are unsatisfactory, make changes in his engineering controls and work practices to assure compliance with these specifications. Unsatisfactory results are fiber counts within the work area in excess of the 0.1 f/cc or fiber counts outside the work area in excess of 0.01 f/cc.

#### B. Personal Air Monitoring:

- 1. Initial and periodic 8-hour TWA and 30-minute excursion limit air monitoring of worker exposures to airborne concentrations of asbestos fibers shall be conducted **by the Abatement Contractor** in accordance with Cal/OSHA requirements.
- 2. Once OSHA sampling requirements are satisfied the Contractor and/or Abatement Contractor shall conduct, as a requirement of this contract, not less than one personal air sample, twice per calendar week, to determine 8-hour TWA exposures and 30-minute excursion limit exposures of workers operating in each work area. Specifications required personal sampling is not necessary while the Abatement Contractor is conducting OSHA required sampling or when Type C Respirators are in use.



3. The Abatement Contractor shall report personal monitoring results to the observation service within 48 hours from the end of the work shift. Worker exposures to airborne asbestos concentrations shall not exceed the Permissible Exposure Limit (PEL) of 0.1 f/cc expressed in an 8-hour TWA or the 1 f/cc 30 minute period excursion limit.

**C. Clearance Testing:**

1. Clearance for removal work shall be by visual inspection if buildings are not to be entered following abatement and prior to demolition. Clearance shall be by visual inspection and TEM if the buildings are to be reused or entered following abatement as follows:
  - a. The HazMat Work is not complete until air testing is performed using aggressive sampling techniques (leaf blowers and fans) and TEM analysis of samples is performed in accordance with the guidelines set forth in 40 CFR 763 Subpart E - "Asbestos Containing Materials in Buildings; Final Rule and Notice". Five samples should be collected per work area with a minimum air volume of 1,200 liter at a flow rate of less than 10 liters per minute.
  - b. If the tests show that the work area has not been decontaminated, the Abatement Contractor shall repeat the cleaning and/or encapsulation application until the work area is in compliance. The average of all five samples must reveal asbestos concentrations at or below 70 structures per square millimeter before TEM clearance is achieved.

**4.7 REIMBURSEMENT OF COSTS OF THE OWNER OR THE OBSERVATION SERVICE**

In the event that reviews and/or clearance testing by the observation service or regulatory agencies shows that the work area or any portion of the work area is not decontaminated or if the work is not in conformance with the specifications, Owner and the observation service will record all time, tests and project related expenses expended to monitor the work until the work is in compliance. All time, and expenses recorded by Owner and the observation service to monitor the above work, outside the project work days, work hours or specifications time shall, at the discretion of Owner, be paid for by the Abatement Contractor. The Abatement Contractor, promptly upon receipt of the billing from Owner or the observation service, shall reimburse Owner at the normal billing rate of Owner or the observation service, or Owner is authorized to withhold funds from the specification sum.

**4.8 STOPPING THE WORK**

See Abatement Observation Services Section.

**4.9 CLEANUP**

Maintain a clean project site during and upon completion of the HazMat Work and Remodel Work. Cleaning shall be in accordance with the general conditions.

**END OF SECTION**



## LEAD-CONTAINING PAINT REMOVAL

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS AND SECTIONS

- A. Examine architectural drawings and all other Sections of the HazMat Specifications for requirements of related sections affecting the work of this Section.
- B. The work of this section shall be performed as stated herein. In performing the work of this section, the Contractor shall refer to other Divisions for additional procedures. The Contractor is responsible for the coordination of the work of this section with related HazMat Work and Remodel Work.

#### 1.2 GENERAL REQUIREMENTS

##### A. Definitions:

**Abatement** - the reduction, or removal of lead-based paint from surfaces and sources that promote exposure resulting in the possibility of lead toxicity or poisoning.

**Action Level** - The point at which response actions are required to correct or eliminate the presence of lead. In physical health, action level would be indicated by a 25 µg/dl or greater concentration of lead in whole blood. In regards to lead in paint, action level would be indicated by the presence of 1.0 mg/cm<sup>2</sup> of lead or 5,000 parts per million (PPM). In air, the action level is  $\geq 30 \mu\text{g}/\text{m}^3$ .

**Air Monitoring** - Collection of air samples for documentation of lead aerosol concentrations within and outside the lead paint control area. Samples are representative of the airborne concentrations of lead dust, which may reach the worker's breathing zone.

**Amended Water:** Water containing a wetting agent or surfactant.

**Approved Respirators** - NIOSH recommends a half-mask air purifying respirator equipped with high efficiency filters for low airborne concentration of lead (not in excess of 0.5 mg/m<sup>3</sup> 8hr TWA) and full face-piece, self-contained breathing apparatus as operated in positive-pressure demand mode for greater than 100 mg/m<sup>3</sup> of airborne concentration of lead.

**Applicable Surface** - all intact and non-intact interior and exterior painted surfaces of a residential structure.

**Barrier** - Polyethylene sheeting that completely seals off the work area to prevent the migration of lead particulates to the surrounding area.

**Blood Lead Level** - the amount of lead absorbed in the blood stream.

**Blood Lead Level Testing** - must include: Hemoglobin & Hematocrit, Red Cell Indices, Peripheral Smear Morphology, Urea Nitrogen, Serum Creatinine, Zinc Protoporphyrin, Microscopic Urinalysis

**Blood Lead Testing** - Testing done by laboratories in which results indicate the amount of lead absorbed in the blood.



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**Blood Lead Level Units** - OSHA -  $\mu\text{g}/100\text{g}$  - most labs use  $\mu\text{g}/\text{dl}$  blood (micrograms/deciliter of blood) scientific literature -  $\mu\text{mol}/\text{L}$  (micromoles/liter)

**Blood Lead Level Unit Conversions** -  $\mu\text{g}/100\text{g}$  roughly equals  $\mu\text{g}/\text{dl}$  (density correction factor is 1.056) To convert  $\mu\text{g}/\text{dl}$  to  $\mu\text{mol}/\text{L}$ , use the gram molecular weight of lead (207 g/mole, or 207  $\mu\text{g}/\mu\text{mole}$ ).

**Caustic** - Capable of corrosion by chemical action.

**Center for Disease Control (CDC)** allowable blood lead level in children is 25  $\mu\text{g}/\text{dl}$ , and may be reduced to 10 or 15  $\mu\text{g}/\text{dl}$ .

**Clean-up** - Area where lead paint removal is being done and cleaned daily of large paint chips and any obvious dust. These materials should be bagged and disposed of in a manner not accessible. Work clothes should not be worn from the general area that is being abated since lead dust contaminates other areas.

**Clean Room:** Uncontaminated change room directly adjacent to the work area having facilities for storage of employees' personal clothing and uncontaminated work clothes, materials and equipment provided when airborne exposure to lead is above the PEL.

**Component Removal:** Abatement process utilized to completely remove a component identified as containing hazardous materials; also included in the abatement process is pre- and post-cleaning.

**Critical Barrier** - A layer of 6 mil Polyethylene sheeting preventing access to surrounding clean areas during abatement activities.

**Defective Lead-Based Paint Surface** - Painted surfaces having a lead content of greater than or equal to 1.0  $\text{mg}/\text{cm}^2$ , that are cracking, chipping, peeling or loose.

**Deleading** - The act of reducing or removing lead from a surface.

**Deteriorated Condition** - Condition of surfaces such as walls, windows, baseboards, etc. that are in need of repair or replacement due to breakdown of wood, paint or other materials.

**Dip-tank** - a method of removing paint where the entire product is removed and dipped into a tank containing a chemical stripper. The dipping method must be followed by a neutralizing wash down.

**Disposal** - Lead-based paint debris must be disposed of in accordance with applicable local, state or federal requirements.

**Dry Scraping** - a method of removing paint by scraping or sanding with no measures to control fine particles or dust. This method is not recommended as it potentially produces the greatest exposure hazards to workers and/or residents.

**Encapsulate** - a material that surrounds or embeds lead-based paint in an adhesive matrix to prevent migration of lead and exposures consequent to that migration.



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**Environmental Survey** - Systematic checking of a home or other building for the presence of lead-based paint. This may be done by use of an XRF analyzer or through chemical analysis of paint samples.

**EPA** - Environmental Protection Agency

**Exposures** above the action level require: 1) Exposure monitoring 2) Medical surveillance 3) Training and education

**Exposure Monitoring** - is the exposure, which would occur whether or not a respirator is used.

**Exposure Monitoring Techniques** 1) Full shift Sampling and analytical error allowed is + or - 20% at 95% confidence level. 2) Use lab accredited by the American Industrial Hygiene Association. 3) Employees will be copied on all results. 4) If exposures above PEL, employer must provide a written statement that overexposure has occurred and how it will be corrected.

**Final Clean-Up** - the thorough cleaning that should be done following the completion of an abatement process. Particular attention should be paid to cleaning up any dust produced during the abatement. High phosphate detergents should be used for cleaning in addition to a HEPA vacuum.

**Fixed Object** - a unit of equipment or furniture, which cannot be removed from the work area(s) without demolition of other components.

**Heat Gun** - an apparatus that emits hot air at temperatures in excess of 100 degrees F.

**HEPA Filter Equipment:** High efficiency particulate air (HEPA) filtered vacuuming or exhaust ventilation equipment with a UL 586 filter system. Filters shall be of 99.97 percent efficiency for retaining 0.3 micrometer diameter particles.

**HEPA Vacuum** - Vacuum equipped with a HEPA filter that is able to filter particulates of 0.3 microns or greater.

**High Phosphate Detergent** - Detergents high in phosphate are recommended for cleaning during and after abatements since lead particulates tend to bond to these detergents.

**Lead Action Level:** Concentration of lead above 30 micrograms per cubic meter of air ( $\mu\text{g}/\text{m}^3$ ) as a time-weighted average (TWA) over any 8-hour work shift.

**Lead-Based Paint** - A paint identified as having a lead content greater than or equal to 1.0  $\text{mg}/\text{cm}^2$ , as documented by XRF testing and/or as defined by any other regulations.

**Lead-Containing Paint (LCP)** - A paint identified as having a lead content greater than laboratory detection levels or as defined by any other regulations.

**Lead Exposure** - Being subjected to the presence of lead in situations that could present the opportunity for ingestion or inhalation. Some possible exposure sources are lead-based paint chips, lead-based paint dust, lead in water from pipe solder and fumes and/or dusts produced during paint removal by means of sandblasting or open flameburning.

**Lead Paint Hazard** - The presence of lead-based paint in places and conditions that would pose a potential danger to people if ingested or inhaled.



**Lead Poisoning** - The condition of becoming ill due to absorption of lead in the blood. In early stages, most people are asymptomatic. However, some indicators of lead poisoning, particularly in children, are loss of interest in play, excessive sleeping, loss of recently acquired skills, lack of energy and headaches.

**Local Exhaust Ventilation System:** Pressure differential system utilizing HEPA filtration capable of maintaining a lower air pressure inside of the work area and a constant air flow from adjacent areas into the work area and exhausting that air outside the work area.

**Micron** - One Millionth of a Meter (1 Meter = 39.37 inches)

**mg/m<sup>3</sup>** - Milligrams per cubic meter

**µg/m<sup>3</sup>** - Micrograms per cubic meter

**Occupied Area:** Any area adjacent to the work area, which is occupied or potentially accessible by unprotected employees, workers, or the public during any time abatement activities are performed.

**Organic Solvents** - Carbon compound-based solutions.

**OSHA** - Occupational Safety and Health Administration

**OSHA Construction Lead Standard (29 CFR 1926.62)** - Applies to all construction. Lead based paint removal is technically construction, so the OSHA standard should guide all lead-based paint removal projects.

**OSHA PEL** - (Permissible Exposure Limit) for general industry is 50 µg /m<sup>3</sup>. HUD guidelines also use this PEL.

**OSHA Action Level** - 30 µg /m<sup>3</sup> TWA.

**OSHA Allowable Blood Lead Level** - 40 µg/100g of whole blood; if above 50, the worker must be removed from exposure at no loss in pay or benefits.

**Paint Failure** - the breakdown of paint due to abrasion and/or exposure to elements that results in chipping, peeling, flaking, blistering, and/or chalking.

**Paint Residue** - Dry or chemically softened paint that remains on a surface after the initial paint removal.

**Paint Scrapings** - the waste material produced during an abatement process consisting of paint removed by scraping.

**Permissible Exposure Limit-Lead (PEL):** 50 µg/m<sup>3</sup> of air, based upon an 8-hour time-weighted average.

**Primary Prevention** - Preventing the possibility of lead toxicity or poisoning by removing accessible lead-based paint and paint residue prior to a person becoming ill.

**Prior Experience:** Experience required of De-leading Contractor and its employees and sub-De-leading Contractors on abatement projects of similar magnitude and scope to ensure capability of performing the abatement in a satisfactory manner. Similarities shall be in areas related to material composition, project size, number of employees and engineering work practices and personal protection controls required.



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**Removal** - the act of removing contaminated materials from the structure to a suitable disposal site.

**Sample Location:** Area or place where a sample is taken.

**Secondary Sources** - Sources of lead exposure other than the obvious ones related to lead-based paint. Secondary sources can include some ink used in newsprint, some glazes used in ceramics, bullets and battery casings.

**Signs** where PEL is exceeded:

**DANGER  
LEAD WORK AREA  
MAY DAMAGE FERTILITY OR THE UNBORN CHILD  
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM  
DO NOT EAT, DRINK OR SMOKE IN THIS AREA**

**Substandard Dwelling** - A dwelling or residence which does not meet minimum local housing codes or is unsafe for habitation because of fire, safety, or health code violations.

**Supplemental Ventilation** - Use of a fan during the abatement process to provide additional ventilation. An exhaust fan is preferable.

**Time-Weighted Average (TWA):** - Time Weighted Average - The average concentration of a contaminant in air during a specific time period, usually an 8-hour work shift.

**Volatile Materials** - those materials, particularly solvents, that vaporize readily at a relatively low temperature.

**Wet Scraping** - a method of removing paint in which the painted surface is dampened with water or a chemical in order to reduce the amount of dust and fine particles produced in the removal process.

**Wet Cleaning:** Process of eliminating contamination from surfaces, equipment and other objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as lead-contaminated wastes.

**Work Area:** Controlled area consisting of designated rooms, spaces or areas of the project in which abatement actions are undertaken or which may be contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed and equipped, with a decontamination area for personnel and equipment. A non-contained work area is an isolated or controlled-access work area that has no fixed containment barriers erected, such as a building exterior.

B. Qualifications of Abatement Contractor completing the lead remediation HazMat Work.

1. The Contractor shall submit to THE OWNER and to the Observation Service.
  - a. Medical monitoring information for licensed supervisors and de-lead workers including, as required OSHA 1926.62, blood lead testing results and pulmonary function tests (PFT).
  - b. Current approved training certificates for lead workers.
  - c. Proposed EPA-licensed hazardous waste treatment or disposal facility.



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### C. Notifications

Provide within **10 working days**, all required notifications to relevant Federal, State, and local authorities and obtain and comply with the provisions of all permits or applications required by the work specified, as well as make all required submittals required under those auspices. The costs for all permits, applications, and the like, are to be included in the Contract Price.

### D. Pre-Construction Meeting:

Meet with the Owner and the Observation Service and any major sub-trades, for a Pre-Construction meeting prior to commencing work of the project. The meeting shall be at the facility of the Owner at a mutually convenient time and date to be determined by the Owner and De-leading Contractor. At the meeting, the De-leading Contractor shall be represented by authorized representatives and the licensed de-leading supervisor(s) who shall supervise the project on a daily basis, and shall present evidence that all requirements for initiation of the work have been met. The minimum agenda for the meeting shall be:

1. Project submittals,
2. Construction schedule, including sequence of critical work,
3. Scheduled values, designated by trade and specification section,
4. Designation of responsible personnel,
5. Health and safety procedures, security, quality control, housekeeping, notifications and related matters,
6. Use of premises, facilities, and utilities.

### E. Pre-Construction Submittals:

At a minimum the pre-construction meeting shall be attended by designated representatives of the Owner and the Observation Service. At this meeting, the selected Contractor shall present the following Pre-Construction Submittals (refer to section 2080 Submittals and Substitutions sub section 2.4).

## 1.03 SCOPE OF WORK

- A. The work of this Section, without limiting the generality thereof, includes the furnishing of labor, materials, tools, equipment, services and incidentals necessary to complete abatement in accordance with these HazMat Specifications, which are intended to describe, and provide for, completed abatement as required by regulations and these HazMat Specifications; what is called for by any portion of these documents shall be complete in every detail, notwithstanding whether or not every item necessarily involved is particularly mentioned.
- B. Nothing in this scope of work shall prohibit the Contractor from exploring work procedures or technological developments in the realm of lead paint removal. Only those activities that hasten the completion of the lead removal portion of the HazMat Work (without themselves compromising lead dust generation or control) or that in themselves provide enhanced dust control or lower airborne dust concentrations will be considered. Proposed methods or equipment must be submitted in writing giving all details and shop drawings. **Prior to implementation of work incorporating these alternatives, a written approval from the Owner and the Observation Service must be obtained.**



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The Contractor shall furnish all labor, materials, services, insurance, equipment and decontamination facilities required to carry out the LCP interaction work (removal, paint prep) including waste disposal of LCP and components as described in this document or architectural plans.

### **Materials**

- a. WARNING LABELS AND SIGNS: In conformance with OSHA
- b. OTHER MATERIALS: Provide all other materials, such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination unit and other barriers, as needed to isolate the work area.
- c. AIR PURIFYING VACUUM EQUIPMENT: Equipped with HEPA filters for lead dust fibers becoming airborne during removal. Air is to pass through the HEPA filters where 99.97 percent of lead dust are removed and retained on the filter.
- d. TEMPORARY WATER SERVICE CONNECTION: All connections to the Owner water system shall include backflow protection. Valves shall be temperature and pressure rated for operation at higher temperatures and pressures than those anticipated. After completion of use, connections and fittings shall be removed and restored to original condition.
- e. WATER HOSES: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide the maximum pressure of water into the work area.
- f. ELECTRICAL SERVICE: Electrical service will be provided by the Owner. Any special electrical needs or extensions will be provided by the Contractor at the Contractor's expense.

Ground Fault Protection: Provide receptacle outlets equipped with ground fault circuit interrupters, reset button and pilot light, for plug-in connection of all power tools and equipment.

- g. FIRST AID:

First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

- h. FIRE EXTINGUISHERS:

Fire Extinguishers: Provide Type "ABC" dry chemical fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires.

### **B. General:**

- 1. Furnish all labor, materials, equipment, and services required for performance of the work included in this Section.
- 2. Prepare work areas as required, including erection of polyethylene barriers at access/egress points, ventilation, changing areas and any other preparations required by Federal, State, or local regulations. Work areas must be approved by the Observation Service prior to beginning abatement.



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3. Clean-up and decontaminate according to procedures described herein.
  4. Dispose of all abatement materials in accordance with all federal RCRA requirements and state and local regulations.
  5. Approvals and Inspections: All work procedures, temporary facilities, equipment, material and services must meet all the requirements of this section, as well as all applicable local, state and federal regulations and guidelines. Where an overlap exists, the most stringent shall apply.
- C. The Scope of Work: The following items, at a minimum, are required to be performed by the Contractor.
1. Furnish all labor, materials, equipment, and services required for performance of the work included in this Section.
  2. Compliance with all applicable federal, state and local regulations pertaining to hazardous materials abatement as well as all requirements of this Section.
  3. Paint Removal
    - a. Removal and disposal of loose and peeling paint surfaces.
    - b. Stabilization of remaining intact paint as necessary to facilitate demolition, renovation and re-painting work.
  4. Component Removal
    - a. Removal of components shall be limited to those identified in the scope of work. Execution of component removal shall follow methods specified in section 3.03.
- 1.04 SPECIAL CONSIDERATIONS
- A. For the work of this section, the Contractor shall field-verify existing conditions and quantities of materials.
- 1.05 CODES AND STANDARDS
- A. All work shall conform to the standards set by applicable Federal, State and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations.
- B. In addition to any detailed requirements of the Specification, the Contractor shall at his own cost and expense comply with all laws, ordinances, rules and regulations of Federal, State, Regional and Local Authorities regarding handling and storing of lead waste material.
- C. The following references are cited as applicable standard and regulations as amended:
1. Department of Labor, Occupational Safety and Health Administration Title 29 CFR 1926.62 Lead Standard.
  2. Environmental Protection Agency – Resource Conservation Recovery Act (RCRA) 40 CFR 241, 257, 261, 262.



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- a. General Applicability of Codes, Regulations, and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith. In cases where there is a conflict between regulations, the more stringent regulations will be enforced.
- b. Waste Generator Responsibility: The Owner, per EPA and State of California regulations, is ultimately responsible for the disposition of waste materials. However, this does not relieve the Contractor from liability relating to compliance with all applicable Federal, State, and Local regulations pertaining to work practices, hauling and disposal of wastes (including testing of lead removal wastes), and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations, maintaining medical records of personnel, and providing blood lead testing as required by the applicable HUD, Federal, State, and Local regulations. The Contractor shall hold the Owner and the Observation Service harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.
- c. Work shall be in strict compliance with current issue of the following regulations, codes, standards, and attachments. In the case of a conflict between regulations, the most stringent shall be the binding regulation.

Federal Requirements, which govern, lead removal work or hauling and disposal of lead waste materials include, but are not limited to the following:

- Occupational Safety and Health Administration (OSHA)

|                  |  |
|------------------|--|
| 29 CFR 1910      | General Industry Standard              |
| 29 CFR 1910.1025 | Lead Hazard Standard                   |
| 29 CFR 1910.134  | Respiratory Protection                 |
| 29 CFR 1910.1200 | Hazard Communication Specifications    |
| 29 CFR 1910.145  | for Accident Prevention Signs and Tags |
| 29 CFR 1926      | Construction Industry Standard         |
| 29 CFR 1926.62   | Lead - Construction Industry Standard  |
- Environmental Protection Agency (EPA):  
  
40 CFR 260, 261, 262, 263, 264, and 265 Hazardous Waste Regulations
- Department of Transportation (DOT):  
  
49 CFR 171, 172, 173, 177, 178 and 179 Regulations for Labeling, Mailing and Transporting Hazardous Waste
- American National Standard Institute (ANSI) Publications:  
Z88.2-80 Practices for Respiratory Protection
- All attachments, memos and information sheets submitted by Federal, State, and Local agencies.
- All state, county and city codes and ordinances as applicable. Provide a copy on site of EPA, OSHA, State, and City Regulations available for review at any time, governing the work.



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- D. All regulations by the above and other governing agencies in their most current version are applicable throughout this project. Where there is a conflict between this Specification and the cited State, Federal, or local regulations, the more restrictive or stringent requirements shall prevail.
- E. This Section refers to many requirements found in these references, but in no way is it intended to cite or reiterate all provisions therein or elsewhere. It is the Contractor's responsibility to know, understand, and abide by all such regulations and common practices.

**1.06 CLEANING**

- A. Maintain the work site in a neat and orderly manner at all times, so as not to interrupt or infringe upon the work of other trades.
- B. Perform all final cleaning of abatement work areas as required by California Regulations to the approval of the observation service. Upon completion of work in any given area, Contractor shall remove all material and equipment associated with the work, not necessary to complete other phases of the work in that area.
- C. Daily Clean-Up
  - 1. Thirty (30) minutes prior to the end of each work day, all abatement work areas must be cleaned of all debris and the work area vacuumed with a HEPA vacuum. Under no circumstances will clean-up be permitted to commence when active lead paint removal work is in progress. All interior surfaces in the work area(s) shall also be cleaned.
  - 2. Cleaning of areas adjacent to the work area(s) will be required if visible debris generated during the work contaminates areas adjacent to the work areas and building exteriors. It is at the discretion of the Observation Service to determine the extent of cleaning. Such cleaning shall include a thorough HEPA vacuuming of all affected surfaces, as determined by the observation service, as well as washdown, and repeated HEPA vacuuming of the surfaces once dry.
  - 3. It is the prerogative of the observation service to test wherever deemed necessary and the Contractor is responsible for meeting and correcting any deficiencies discovered which do not meet the current applicable regulations and requirements of these specifications.

**1.07 COORDINATION**

- A. At no time shall Contractor cause or allow to be caused conditions, which may cause risk or hazard to the general public, or conditions that might impair safe use of the facility.
- B. Coordinate the work of this section with that of all other trades. Phasing and scheduling of this project will be subject to the approval of the Owner. The work of this Section shall be scheduled and performed so as not to impede the progress of the project as a whole. Work shall not proceed in any area without the express consent of the Owner. The Abatement Contractor shall be available within 24 hours' notice for additional lead removal work if after acceptance of the HazMat Work it is found that full abatement was not achieved from the initial work effort as determined by the observation service.



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- C. The proposed schedule for the HazMat Work in this Section shall show the time involved from start to finish of abatement operations, including preparation, removal, clean-up, testing, and de-mobilization portions of the job.

### **1.08 COOPERATION AND WORK PROGRESS**

- A. The work in this Section shall be carried on under the usual construction progress conditions, in conjunction with all other work at the site. Cooperate with the Owner, the Observation Service, and others working on the Site, coordinate the lead removal HazMat Work with the Work of others, and proceed in a manner so as not to delay the progress of the Project.
- B. Coordinate the lead removal HazMat Work with the progress of the work of other trades so that all the Work is completed as soon as conditions permit. No work is to extend beyond the stipulated work day unless approved by the observation service, and the Owner.

### **1.09 SUBSTITUTION OF MATERIALS OR METHODS**

- A. The Owner and the Observation Service's approval are required for all modifications to methods, procedures, and design that may be proposed by the de-leading Contractor. It is the intent of these documents to allow the de-leading Contractor to present alternative methods to the abatement processes herein, for review by the Owner and the Observation Service. Any such modifications or substitutions to methods, procedures, or design shall comply with applicable regulations. The Contractor shall submit the proposed modification or substitution in accordance with the requirements of the General Conditions, and no later than five work days prior to planned commencement of proposed modification, for review and approval by the Owner and Observation Service.
- B. Unless requests for modification or substitution are made in accordance with the above instructions and the instruction of the General Conditions, supported by sufficient proof of equality, de-leading Contractor shall be required to furnish the specifically named or designed items, methods or procedures designated in this Section.
- C. If the modification or substitution necessitates changes or additional work, same shall be provided and the de-leading Contractor shall assume the cost and the entire responsibility thereto unless performed under an approved Change Order Process.
- D. The Owner and the Observation Service's permission to make such substitution shall not relieve the de-leading Contractor from full responsibility for the work.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS AND EQUIPMENT**

All material and equipment proposed to be used on for lead removal HazMat Work shall be subject to the acceptance of the Owner and the Observation Service.

- A. Polyethylene sheeting, minimum thickness of six (6)-mil.
- B. Plastic bags, minimum thickness of six (6)-mil.
- C. Duct Tape, 2-inch width
- D. Lead Warning Signs as described in HUD Guidelines and OSHA Hazard Communication requirements.



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- E. Spray adhesive
- F. Personal Protective Equipment, NIOSH approved respirators and filters
- G. HEPA vacuums
- H. Other materials, tools and equipment necessary for abatement.
- I. Cloth tarpaulin
- J. All other materials required by related sections

### 2.02 PROTECTIVE CLOTHING

- A. Coveralls (whole body protective coverings). Disposable full-body coverall and disposable head covers shall be worn by all workers in the work area. Sleeves shall be secured at the wrist and pant legs at the ankle with tape. In heat-stress conditions, breathable clothing, such as cotton coveralls, shall be provided. Where non-disposable coveralls are provided, these coveralls shall be cleaned after each wearing. Cleaning of coveralls and other non-disposable clothing shall be in accordance with the provisions for cleaning in 29 CFR 1910.1025.
- B. Boots. Work boots with non-skid soles shall be worn by all workers and where required by OSHA, safety boots (steel toe or steel toe and shank) shall be worn. Provide boots at no cost to workers.

### 2.03 PROTECTIVE MATERIALS

- A. Polyethylene Sheeting. Flame-resistant polyethylene film in the largest size possible to minimize seams, and six-mil thick, shall be provided. Frosted, clear or black film may be used. Reinforced sheeting may be required when contained area is exposed to outside.
- B. Hazardous Waste Storage Containers. Containers shall be Department of Transportation approved carbon steel 55-gallon drum containers and in accordance with 49 CFR 178, 179. Hazardous Waste Dumpsters must be front loading, lockable. Dumpsters shall be locked at all times unless in use.

## PART 3 – EXECUTION

### 3.01 GENERAL

- A. Approvals and Inspection

All temporary facilities, work procedures, equipment, materials, services, and agreements must strictly adhere to and meet this Section along with EPA, OSHA, regulations and recommendations as well as federal, state, and local regulations. Where there exists overlap of these regulations, the most stringent one applies. All lead removal HazMat Work is further subject to approval of the Owner and/or the Observation Service.

- B. Isolation Work Areas

All hazmat work areas shall remain isolated from all other trades of the project and remain inaccessible to the public. The Contractor shall monitor the access to the hazmat work areas.



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1. Potential Lead Hazard:

The disturbance or dislocation of lead-based paint may cause lead dust to be released into the building's atmosphere, thereby creating a potential health hazard to workers and building occupants. Apprise all workers, supervisory personnel, and subcontractors who will be at the job site of the seriousness of the hazard and of proper work procedures that must be followed.

Where in the performance of the work, workers, supervisory personnel, and subcontractors may encounter, disturb or otherwise function in the immediate vicinity of any identified lead-based paint or debris, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne lead dust. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

C. Environmental Monitoring

1. The Observation Service may perform area air sampling and analysis for phases of the work in this Section.
2. During removal, wipe and generated waste samples may be collected by the Observation Service from work areas or locations adjacent to work areas.

D. Personnel Sampling- The Contractor and/or Abatement Contractor shall:

1. Perform personnel air sampling during all abatement work to determine worker exposure limits. The results of such sampling shall be posted, provided to individual workers, and submitted to the observation service.
2. Provide sampling to check personal exposure levels. Representative sampling shall be taken for the duration of the work shift or for eight hours, whichever is less. Personal samples need not be taken for repeated working conditions if working conditions remain unchanged, but must be taken every time there is a change in the removal operation, either in terms of the location or the type of work. Sampling will be used to determine eight-hour Time-Weighted-Averages (TWA).
3. Air sampling results shall be transmitted to the observation service and made available to individual workers at the job site in written form no more than 48 hours after the completion of a sampling cycle. The reporting document shall list each sample's result, sampling time and date, personnel monitored and their social security numbers, flow rate, sample duration, sample yield, cassette size, and analysts' name and company, and shall include an interpretation of the results. Air sample analysis results will be reported in ug/m<sup>3</sup>.
4. The Contractor's testing lab shall be an AIHA accredited for analysis of metals. The Contractor shall submit for the Owner review and acceptance the name and address of the laboratory, certification(s) of AIHA accreditation for metal analysis, listing of relevant experience in air lead analysis, and presentation of a documented Quality Assurance and Quality Control program.
5. Air monitoring frequency will be established in accordance with the requirements set forth in 29 CFR 1926.62 and 1910.1025 (d).
6. The following establishes the action level and PEL:



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- a. Action Level (lead): 30 µg/m<sup>3</sup>
- b. PEL (lead): 50 µg/m<sup>3</sup>

**E. Work Review**

1. The Observation Service will review the work practices prior to the start of and during all lead removal related HazMat Work and will report any violations to the Owner. If deficiencies are not corrected by the Contractor within 24 hours, the Observation Service will request that work be stopped and the Owner will be contacted to intervene. The on-site inspector representing the Observation Service may stop the work at any time due to violation of regulations and violation of specification requirements. Delays to completion of the HazMat Work or the Remodel Work resulting from a stop work order issued pursuant to the preceding shall not result in extension of the Contract Time.
2. The Owner and the Observation Service have the authority to stop work due to adverse weather conditions, including but not limited to excessive rain, wind, and heat, which cause or may cause contamination of adjacent areas on surfaces, increased worker exposure, or potential harm to workers.
3. The Observation Service will record a daily log of Deleading Contractor's work practices, and workers working on the project, and make these daily logs a part of the final project documents (Job Book).

**F. Respirators and Protective Clothing**

1. Personal protection, in the form of disposable coveralls and NIOSH approved respirators, is required for all workers, supervisors, and visitors entering the work area during the removal and cleaning operations.
2. Work clothes shall consist of disposable full-body coveralls, head covers, gloves, boot or shoe covers, and eye protection.
3. Supply workers and supervisory personnel with NIOSH approved respirators and HEPA filters. Respiratory protection shall be implemented for all work performed under this Section unless the Observation Service approves lesser requirements. The respirators shall be sanitized and maintained according to the manufacturer's specifications. Disposable respirators shall not be considered acceptable under any circumstances. Maintain on site a sufficient supply of HEPA filters to allow workers and supervisory personnel to change contaminated filters when needed. The Contractor and Abatement Contractor are solely responsible for means and methods used and for compliance with applicable regulations and shall use as a minimum:
  - a. Half-mask, negative pressure, air-purifying respirators equipped with high efficiency filters shall be used during removal and cleaning.
4. Respirators shall be individually assigned to removal workers for their exclusive use. All respiratory protection shall be provided to workers in accordance with the written submitted respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (b) (1-11). A copy of this program shall be kept at the work site, and shall be posted in the clean area.
5. Provide personal sampling to check personal exposure levels. Samples shall be taken for the duration of the work shift or for eight hours, whichever is less. Personal samples need not be taken every day but must be taken in accordance



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with 29 CFR 1910.1025. Sampling will determine if the eight-hour Time-Weighted-Averages (TWA) exceeds the action level.

6. Comply with all OSHA requirements of worker medical examinations for approval to wear respiratory protection.
7. Blood monitoring and medical surveillance of workers shall occur as follows:
  - a. Periodic medical examination and blood monitoring for all workers and supervisors shall occur within at least two months prior to the start of the work of this Contract.
  - b. All workers for the lead removal HazMat Work shall have blood tests performed after a maximum two months into the work of this Contract. Workers shall be removed from the work site as soon as three blood sample tests average 25 µg/dl or a single test averages 30 µg/dl or above.
  - c. All workers and supervisors shall have indicated, prior to the start of work, a blood lead level of below 30 µg/dl of whole blood.
  - d. More frequent medical examinations are required upon notification that a worker is pregnant, a worker requests medical attention, a worker shows signs of difficulty in breathing during respirator fit-test or use, or as appropriate for workers removed from the work due to lead exposure.
  - e. Workers shall not be sent back to perform de-leading work until three blood tests average below 25 µg/dl over a two-week period.

### G. Work Procedures - General

In order to avoid possible exposure to dangerous levels of lead and to prevent possible contamination to building occupants and the environment, work shall conform to the following general guidelines:

1. Before leaving an area of work, the worker shall remove all gross contamination, debris and dust from the coveralls by HEPA vacuuming;
2. All persons leaving the exterior removal area must remove their personal protective equipment before leaving the containment. Coveralls shall be removed "inside out" to minimize the dispersal of lead dust and bagged immediately;
3. At the completion of work at each work area, complete cleaning of the entire work area by the use of HEPA vacuuming.
4. Under no circumstances shall workers or supervisory personnel eat, drink, smoke, chew gum, or chew tobacco in a work area; to do so shall be grounds for the Observation Service to stop all removal operations. Only in the case of life-threatening emergency shall workers or supervisory personnel be allowed to remove their protective respirators while in a work area; in this situation, respirators are to be removed for as short of a duration as possible.

### H. The Contractor and Abatement Contractor are responsible for using safe procedures and complying with OSHA regulations to avoid electrical hazards.

### I. Security



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1. It will be the responsibility of the Contractor and Abatement Contractor to allow only authorized personnel into the work area, and to secure all assigned entrances and exits at the end of the work day.
  2. Contractor and/or Abatement Contractor shall maintain a log book in which any person entering or leaving the abatement work area must sign and enter the date and time.
  3. Use of waste containers on site shall be controlled under the following requirements:
    - a. Location of waste containers on site shall be subject to the observation service and the Owner's approval;
    - b. Waste containers lined with two layers of six-mil polyethylene sheeting shall be solid, enclosed containers and locked and secured at all times;
    - c. Comply with all federal, state and local regulations and ordinances regarding hazardous material waste storage;
    - d. Waste storage containers shall not be removed from the site without prior written notice to and approval by the Observation Service and the Owner.
- J. Training Requirements: The abatement supervisor shall be a CDPH certified lead related construction supervisor. All workers and supervisors performing de-leading activities shall have successfully completed training, at a minimum, in the following topics:
1. Health risks of lead, including the nature of occupational lead poisoning, routes of exposure, known dose-response relationships, effects on nervous system, reproductive system, muscular-skeletal systems and kidneys, and the differences in health effects between adults and children.
  2. Personal protective equipment including the types and characteristics of respirator classes, limitations of respirators, proper selection, inspection, donning, use, maintenance and storage of respirators, field-testing the facepiece-to-face seal (positive and negative pressure-fitting tests), qualitative and quantitative fit-testing procedures, variations between laboratory and field fit factors, factors that affect respirator fit (e.g., facial hair), in accordance with 29 CFR 1910.1025 (f) (2) (i), and selection and use of disposable clothing, use and handling of launderable clothing, non-skid shoes, gloves, eye protection, and hard hats.
  3. Medical monitoring requirements for workers including required and recommended tests, reasons for medical monitoring and employee access to records.
  4. Monitoring procedures for workers including description of equipment and procedures, reasons for monitoring, types of samples, and current standards with recommended changes.
  5. Work practices for lead removal including but not limited to proper set-up of polyethylene barriers, work area preparation, clean-up procedures, posting of warning signs, electrical lockout, proper working techniques, permitted and prohibited practices, and lead waste disposal.
  6. Personal hygiene including entry and exit procedures to/from the clean area, prohibition of eating, drinking, smoking, chewing or applying cosmetics in the clean



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or work area, and potential tracking of lead contamination or otherwise exposing worker's family and/or the public.

7. Special safety hazards that may be encountered including but not limited to electrical hazards, air contaminants, fire and explosion hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress, and noise.
8. Contamination prevention measures including but not limited to procedures to prevent ambient air, ground or ground water contamination.

### 3.02 PRE-REMOVAL REQUIREMENTS

#### A. Abatement - Interior

1. Prior to the commencement of any abatement procedures, a yellow caution tape barrier shall be placed around each work area at a distance sufficient enough to keep bystanders out of the immediate work areas. This area is considered the Regulated Area.
2. All debris must be properly bagged and removed from work areas at the end of the work shift.
3. Clean Area: Select a clean area outside of the abatement and decontamination unit areas for workers to change into protective equipment. This area shall contain warm water hand-washing facilities (potable water), clean cloths, storage for a HEPA vacuum, and respirator storage space. Table, chairs, and a rest facility shall also be available at this location. Contaminated equipment or personnel shall not be permitted in this area. The floor and walls shall be covered with six-mil polyethylene sheeting.
4. Signs shall be posted at all approaches to the work area warning that de-leading work is being conducted in the vicinity. The signs shall read:

**DANGER  
LEAD WORK AREA  
MAY DAMAGE FERTILITY OR THE UNBORN CHILD  
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM  
DO NOT EAT, DRINK OR SMOKE IN THIS AREA**

5. Maintain barriers as long as needed for the safe and proper completion of the work. Any breaches in the work area barriers shall be corrected immediately and as necessary during the workday with such breaches reported in writing immediately to the Owner. Work will not be allowed to commence until all barriers are in place and acceptable to the Observation Service.

#### A. Abatement - Exterior

1. Contractor shall perform the following work area preparation methods for the abatement of components considered exterior to the building as described in the scope of work:
2. Prior to the commencement of any abatement procedures, notification requirements must be met, required signs shall be posted and movable objects if any shall be moved a minimum of twenty (20) feet from the perimeter of the building.



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3. Pre-abatement work shall be performed prior to any abatement or component removal commences.
4. A yellow caution tape barrier shall be placed around each work area at a distance sufficient enough to keep bystanders out of the immediate work areas. This area is considered the Regulated Area.
5. Construct and maintain sealed polyethylene barriers on all windows and doors of the building to isolate the exterior work area from the interior of the building. At no time shall workers enter the dwellings after the commencement of de-leading activities on the exterior.
6. The polyethylene barriers termed "critical barriers" for any exterior abatement (if applicable) shall consist of the following:
  - a. Pre-Clean all interior window surfaces with a HEPA-equipped vacuum.
  - b. Seal duct tape lip to inner most sill, casing and header surfaces of the window.
  - c. Seal two layers of six mil polyethylene sheeting from the duct tape lip on the inside sill of the window and extend up to the inside surface of the top interior casing. The first layer of sheeting applied shall be sealed to the inside faces of the window casing. The polyethylene sheeting shall be sealed to a piece of three-inch width duct tape forming a lip attached to the interior window perimeter of the window casing.
  - d. There shall be no cavity in the polyethylene sheeting created that would allow lead dust to accumulate, which cannot be removed with HEPA vacuuming. This shall allow for removal of this polyethylene sheeting from the exterior of the building, without the generation of lead dust, once the window is removed and cleanup is complete.
  - e. The second layer of polyethylene sheeting shall be applied over the first layer and sealed directly to the inner face of the cut tape lip and window sill and casing.
  - f. This sealing of windows shall be done from the interior prior to the beginning of any exterior work.
7. Remove with the use of HEPA vacuum all visible paint chips and debris from base of buildings, on ground, on asphalt and concrete surfaces and all underlying surfaces.
8. Seal all other openings to the interior of the building with polyethylene sheeting and duct tape at all seams. These openings shall include but not be limited to vents, shafts, conduit/cable openings, etc., at all heights of the building.
9. The exterior of the building and the ground surrounding the building shall be covered with cloth tarpaulins from the edge of the building to a distance 20 feet from the building on all sides. The tarpaulin must be secured to the ground with stakes and weighted to prevent wind movement of tarpaulins. Protect trees, shrubs and landscaping.
10. Signs shall be posted at all approaches to the work area warning that de-leading



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work is being conducted in the vicinity.

11. Maintain barriers as long as needed for the safe and proper completion of the work. Any breaches in the work area barriers shall be corrected immediately and as necessary during the workday with such breaches reported immediately to the Owner. Work will not be allowed to commence until all barriers are in place and acceptable to the Observation Service.
12. No barriers shall be removed until the exterior surfaces of the openings are thoroughly cleaned of all visible debris and vacuumed with a HEPA vacuum, the area has been approved by the Observation Service, all debris has been properly bagged and removed from work areas, and lead surface wipe or soil samples have been taken in accordance with provisions detailed herein.
13. Weather - Do not conduct work if wind speeds are greater than 20 miles per hour. Work must stop and cleanup must occur before it rain begins or work should proceed from the inside only,

### 3.03 ABATEMENT METHODS

#### A. Abatement - General

1. Feasible engineering controls (i.e., misters, ventilation with HEPA filtration) shall be implemented by de-leading Contractor as requested by the Observation Service, to minimize the possibility of contamination of areas adjacent to the work area.
2. At no time will the following be allowed on the Site prior to removal of LCP:
  - a. Wire brushing
  - b. Flame torching
  - c. Open flame burning
  - d. Heat guns
  - e. Chemical stripping with methylene chloride-based paint strippers;
  - f. Uncontained abrasive blasting;
  - g. Uncontained power washing;
  - h. Dry sanding or scraping;
  - i. Power sanding without high efficiency particulate air (HEPA) attachment;
  - j. Sanding of wood after chemical stripping.

#### B. Paint Removal

Paint removal shall occur on items specified in the scope of work. Loose and peeling paint removal must be down to the bare substrate or intact paint. The Observation Service will inspect the paint removal. The Observation Service will inspect the paint removal after final cleaning procedures are completed, and before removal of any containment systems. Methods for paint removal must meet the requirements of these specifications and any manufactures recommendations and procedures, as applicable. Following removal, the edges must be feathered so that no further surface preparation will be required for painting.



The following paint removal methods are available as methods for removal

1. Caustic Paste Application
2. Power washing/sand blasting
3. On-site Paint Removal – Scraping
4. Component removal

C. Component Removal

- a. Removal of components shall be limited to those identified in the scope of work. Execution of component removal shall follow methods specified in section 3.03
- b. Preparation of component removal work areas shall be performed by placing two layers of six mil polyethylene sheeting on the floor of the work area to remain in place until work is completed.
- c. Wet the component to be removed with water to help keep the dust down during the removal process. Before applying the water, be sure there are no electrical circuits inside the component.
- d. For surfaces from which the components are removed, all visible debris shall be removed and any excess paint on the structure from which the component was removed shall be removed by Contractor. This includes paint over-runs, caulking, and putty etc., existing on the substrate and adjacent substrate.
- e. The component shall be removed, wrapped in two layers of six-mil polyethylene sheeting and then stored for waste stream testing and disposal.
- f. The components shall be removed according to this prescribed sequence:
  1. Score paint and caulk lines to the walls adjoining the component to be removed with razor knife. This will provide a space for a pry instrument and will minimize paint chipping and dust generation during removal.
  2. Remove any screws or other fasteners. Using a flat pry instrument and a hammer, carefully pry the affected building component away from the surface to which it is attached. The pry bar should be inserted into the seam at the nail (or other fastening device) at one end of the component and pressure applied. This process should repeat at the other fastening locations until the end of the component is reached. By prying in this manner, the component will be removed intact and dust generation will be minimized. A pry point pad or softener may be required to minimize damage to adjoining surfaces.
  3. Clean up with a HEPA-vacuum all paint chips and flakes generated.
  4. A thorough cleaning of adjoining fixtures shall be performed to include removal of all visible debris and dust from where component was removed by the use of a HEPA filtered vacuum.
  5. Clean-up shall occur daily, and occur in conjunction with the generation of any debris or dust. HEPA filtered vacuums shall be employed to clean up dust and debris associated with the removal of LCP coated building components.



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6. Disposal of all components removed shall be performed in accordance with Section 3.06.

### 3.04 CLEARANCE

- A. The observation service will perform a visual inspection for remaining lead dust and debris and encapsulation effectiveness before contractor's demobilization. Dust wipe samples may be collected at the consultant's discretion.

### 3.05 FINAL CLEAN-UP PROCEDURES

- A. Upon completion of the abatement in a given work area, final clean-up will be performed by the de-leading Contractor. Final clean-up includes removal of any contaminated material, equipment or debris including polyethylene sheeting from the work area. The polyethylene sheeting shall first be sprayed or misted with water for dust control, then folded in upon it to contain dust particles. All polyethylene sheeting used for critical barriers shall remain in place until final clearance testing results have passed criteria set forth herein.
- B. Once the polyethylene is removed from the work area, cleaning shall begin with a thorough HEPA vacuuming of all surfaces.
- C. Special attention shall be given to personal hygiene and the cleaning of supplies and/or equipment. All mop heads, sponges, and rags shall be replaced or changed daily at a minimum. Rags, mop heads or sponges may be reused if de-leading Contractor has them cleaned via a washing system specially equipped with HEPA filtration.
- D. Clearance testing shall be in the form of a visual inspection for remaining dust and debris,

### 3.06 DISPOSAL OF WASTE MATERIAL

- A. General
  1. All disposal costs shall be borne by the de-leading Contractor.
  2. The following materials, individually and at a minimum, **shall be tested by Observation Service** and results made available to the Owner and the Hazardous Removal Contactor, to determine whether or not they are to be classified as hazardous waste:
    - a. HEPA filters, respirator cartridges;
    - b. Waste water;
    - c. Sand (if used)
    - d. Dust from HEPA filters and from damp sweeping;
    - e. Plastic sheets, duct tape, or tape used to cover floors and other services during lead-based paint removal;
    - f. Liquid waste, such as wash water used to decontaminate wood after removal has been performed;
    - g. Rags, sponges, mops, scrapers, and other materials used for testing, abatement, and clean-up;
    - h. Disposable work clothes and respirator filters;
    - i. Any other items intended for non-hazardous disposal.
  3. In order to determine whether wastes are classified as non-hazardous solid or hazardous waste for the above listed materials, as defined under the Resource Conservation and Recovery Act (RCRA), the Toxicity Characteristic Leaching Procedure (TCLP) must be performed. Representative samples shall be required



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of all materials in Item 2. a. through i. above to be disposed. Representative sampling shall be at a minimum, one sample of each component with LCP to be disposed of.

4. Submit written manifest to the Owner for signature prior to removing any waste from site and shall submit complete manifest to the Owner after waste is disposed at approved landfill.

**B. Disposal of Non-Hazardous Contaminated Solid Waste**

1. Place lead-containing paint chips, debris, and lead dust in double six-mil polyethylene bags that are air-tight and puncture-resistant. Pieces of wood or other types of substrates that do not fit into polyethylene bags shall be wrapped and labeled "DANGER, LEAD DUST".
2. Place all disposable cleaning materials, such as sponges, mop heads, filters, disposable clothing in double six-mil polyethylene bags and seal.
3. Clean surfaces and equipment and bag large debris. Remove polyethylene sheeting and tape from covered surfaces. Prior to removing polyethylene sheeting, lightly mist the sheeting in order to keep dust down and fold inward to form tight bundles to bag for disposal. Place all polyethylene sheeting in double six-mil thick polyethylene bags and seal. Bags shall be labeled "Danger, Lead Dust".
4. Bag and seal vacuum bags and filters in double six-mil thick polyethylene bags.
5. Place all contaminated clothing or work area clothing used during abatement in polyethylene bags for disposal prior to leaving the work area.
6. Contain and properly dispose of all liquid waste, including lead dust-contaminated waste water.
7. HEPA vacuum the exterior of all liquid waste containers prior to removing waste containers from the work area, and wet-wipe containers to ensure that no residual contamination remains. Containers shall then be moved out of the work area into the designated storage area.
8. Carefully place the containers into a truck or dumpster used for disposal.
9. Ensure that all waste is transported in covered vehicles to a landfill, or lined landfill, if available, in accordance with applicable DOT and EPA regulations.
10. Submit to the observation service and the Owner the waste transfer procedure and route and shall comply with all state, local and DOT regulations concerning hazardous and non-hazardous waste removal and transportation.

**C. Disposal of Hazardous Waste**

1. Comply with RCRA and with all applicable state and local regulations.
2. Comply with all EPA regulations for waste treatment, transfer and disposal.
3. Materials testing as hazardous shall be prepared for disposal as follows:
  - a. Packaged and sealed in approved containers;



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- b. Name, location and telephone number of the disposal site used; copy of the state license in which the disposal site is located, locally-issued license, and a signed agreement that the disposal site will accept the hazardous lead waste shall be provided to the Observation Service;
  - c. Name, address and telephone number of any waste Sub-Contractors used; provide copies of licenses and signed agreements to the Observation Service;
  - d. Submit copies of the Hazardous Waste manifest as required by these specifications.
- 4. Waste Containers. Comply with EPA and DOT regulations for containers. Contact state and local authorities to determine their criteria for containers, and present this information to The Owner and the Observation Service. The more stringent regulation shall apply.
- 5. Waste Transportation. If the Abatement Contractor is not a certified hazardous waste transporter, the Contractor or Abatement Contractor shall contract with a certified transporter to move the waste. Transporter shall be at approval of the Owner. Require the certified hazardous waste transporter to fully comply with RCRA and DOT regulations.
- 6. Prior to removal of any hazardous waste the following information must be received in writing by the Observation Service and the Owner for their review and approval. Notify the Owner and the Observation Service not less than 48 hours prior to the proposed time of removing and delivery of contaminated waste to the landfill. The Owner and the Observation Service may elect to observe this operation:
  - a. Quantity of hazardous waste;
  - b. Type of waste materials;
  - c. Method of containerizing waste or waste treatment and appropriate licensing, certification and regulatory approvals;
  - d. Proposed waste hauler and disposal route;
  - e. Proposed waste disposal site or landfill.

Upon approval from the Observation Service, the waste may be transported as required.

- 7. Receipts from waste hauler and waste disposal site or landfill must be submitted by the Contractor and/or Abatement Contractor to the Owner and Observation Service and approved by the Owner and the Observation Service prior to approval of completion of the applicable phase of work.

**D. Waste Reduction Techniques**

- 1. Contractor shall perform all waste reduction techniques such as chipping, paint stripping, in accordance with all federal RCRA and state regulations. The following EPA regulations and requirements are applicable to this the lead removal portion of the HazMat work:

40 CFR 61  
40 CFR 241  
40 CFR 257



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40 CFR 261 and 262

Contractor shall obtain federal and state regulatory approval for waste reduction, as applicable.

2. Waste reduction is considered a lead removal procedure and only licensed, trained, and qualified lead removal workers and supervisors are allowed to perform this work item, including the handling, transfer, and waste reduction of lead removal wastes from the Site.
3. All waste reduction techniques shall first be reviewed and approved by the observation service and the Owner and/or its authorized representative prior to use in this project.
4. No treatment of hazardous waste will be allowed on this project. At no time shall Contractor render lead-containing waste non-hazardous as a process of waste reduction. Reduction of waste volume shall incorporate removal of lead-bearing constituents from abated components only. Any alternatives to this requirement must be presented to the observation service and the Owner in writing for review and approval.
5. Waste reduction shall occur under proper health and safety procedures. Contractor shall submit a Waste Reduction Health and Safety Plan to the Owner for review and approval. This Health and Safety Plan shall include the following as a minimum:
  - a. Worker protection procedures and compliance with OSHA 29 CFR 1926 as currently amended;
  - b. Isolation and containment procedures;
  - c. Procedures to eliminate visible emissions;
  - d. Final cleaning of waste reduction enclosure/work area;
  - e. Wash water filtration/recovery/disposal procedures;
  - f. Final waste reduction processing and disposal matrix;
  - g. All other manifest and transport requirements of this Section.
6. All costs associated with waste reduction and compliance are included in the Contract Price, including but not limited to rental of equipment and trailers, power connections, permits, fees, and license.

E. Cost for Disposal of Hazardous Waste

1. The cost for the correct disposal of all waste of this project shall be included in the Contract Price, including the lead removal waste to be disposed as non-hazardous waste, and according to 40 CFR 241, 261, and 262.
2. The observation service shall submit to its approved laboratory for waste stream testing, samples of each type of component removed as part of the HazMat Work. The Abatement Contractors Total Base Bid shall include minimum requirements for testing of materials required by the disposal sites, hazardous and non-hazardous, and as referred to in this Section.

END OF SECTION



**SECTION 07 31 13  
ASPHALT SHINGLES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Granule surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eaves, valley and ridge protection.
- C. Associated metal flashing.

**1.02 REFERENCE STANDARDS**

- A. ASTM A 653-A 653M – Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron-Alloy-Coating (Galvannealed) by the Hot-Dip Process.
- B. ASTM B 209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- C. ASTM B 370 – Standard Specification for Copper Sheet and Strip for Building Construction.
- D. ASTM D 225 – Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
- E. ASTM D 226 – Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- F. ASTM D 1970 – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials used as Steep Roofing Underlayment for Ice Dam Protection.
- G. ASTM D 3018 – Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- H. ASTM D 3161 – Standard Test Method for Wind Resistance of Asphalt Shingles (Fan-Induced Method).
- I. ASTM D 3462 – Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- J. ASTM D 4586 – Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- K. ASTM D 4869 – Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.
- L. ASTM D 6757 – Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing Products.
- M. ASTM E 108 – Standard Test Methods for Fire Test of Roof Coverings.
- N. ASTM G 21 – Determining Resistance of Synthetic Polymers to Fungi.
- O. NRCA (RM) - The NRCA Roofing Manual 2022.
- P. NRCA (WM) - The NRCA Waterproofing Manual 2021.
- Q. UL (DIR) - Online Certifications Directory Current Edition.
- R. UL (FRD) - Fire Resistance Directory Current Edition.



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**1.03 SUBMITTALS**

- A. Product Data: Provide manufacturer's data indicating each type of product in this section, indicating material characteristics, performance criteria and product limitations.
- B. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- C. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiberglass shingles made in normal production meet or exceed the requirements of the following:
  - 1. ASTM E 108/UL 790 Class A Fire Resistance
  - 2. ASTM D 3161/UL 997 Wind Resistance.
  - 3. ASTM D 3462
- D. Shop Drawings: Indicate specially configured metal flashing, jointing methods and locations, fastening methods and locations and installation details as required by project conditions indicated.
- E. Colors: Manufacturer's full range of color for selection.
- F. Sample: Asphalt shingle product.

**1.04 QUALITY ASSURANCE**

- A. Installer Minimum Qualifications: Installer shall be licensed or otherwise authorized by all federal, state and local authorities to install all products specified in this section. Installer shall perform work in accordance with NRCA Roofing and Waterproofing Manual. Work shall be acceptable to the synthetic slate roof tile manufacturer.
- B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish areas designated by Owner.
  - 2. Do not proceed with remaining work until workmanship, color and pattern are approved by Owner.
  - 3. Rework Mock-Up area as required to produce acceptable work.
- C. Pre-Installation Meeting: Conduct a pre-installation meeting at the site prior to commencing work of this section with Owner and Construction Manager present.
  - 1. Pre-Installation Meeting Agenda shall cover the following topics: Installation procedures and manufacturer's recommendations, safety procedures, coordination with installation of other work, availability of roofing materials, preparation and approval of substrate and penetrations through roof, and any other items related to the successful completion of the work.
- D. Manufacturer Application Instructions: One (1) Copy shall be available at the project site at all times.
- E. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- F. Installer Qualifications: Company specializing in performing work of this section with at least three years of documented experience.



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- G. Source Limitations: All components listed in this section shall be provided by a single manufacturer or approved by the primary roofing manufacturer.
- H. Final Inspection: Manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors must be addressed and final punch list completed.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact. Promptly verify quantities and conditions. Immediately remove damaged products from site.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Store and dispose of solvent-based materials and materials used with solvent based materials, in accordance with requirements of the authority having jurisdiction.

#### **1.06 FIELD CONDITIONS**

- A. Do not apply roofing membrane during unsuitable environmental conditions (temperature, humidity and moisture). Do not install products under environmental conditions outside the manufacturer's recommended range.
- B. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

#### **1.07 WARRANTY**

- A. Material Warranty: Furnish shingle manufacturer's warranty for the product listed in this section. Provide manufacturer's Limited Lifetime Warranty.
- B. Warranty Supplement: Provide manufacturer's supplemental warranty to cover labor and materials in the event of a material defect for the following period after completion of application of shingles:
  - 1. First Ten Years.
- C. Manufacturer's Extended Warranty Protection: Provide 50 year material and labor costs for repair or replacement tear off and disposal costs.
- D. Provide Upgraded Wind Warranty from 110 to 120 mph for first 15 years by complying with all manufacturers' conditions and instructions.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Asphalt Fiberglass Shingles and System:
  - 1. CertainTeed Corporation – Presidential Shake TL AR:
    - a. PO Box 860 Valley Forge, PA 19482 – Ph: 800-233-8990.
  - 2. Equal product in accordance with Division 1 requirements for substitutions.

APRIL 24, 2023

ISSUED FOR PERMIT

SECTION 07 31 13

ASPHALT SHINGLES



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### **2.02 ASPHALT FIBERGLASS SHINGLES**

- A. Asphalt Fiberglass Shingles conforming to ASTM D 3018 Type I – Self Sealing; UL Certification of ASTM D 3462, ASTM D 3161 Class “F” (110-mph)/UL997 Wind Resistance and UL Class A Fire Resistance, glass fiber mat base; ceramically coated/UV resistant mineral surface granules across entire face of shingle; algae resistant; “Tri-laminate”: three-layer laminated, four-tab shingle.
- B. Weight: 480 pounds per square.
- C. Color: To be selected by manufacturer’s full range.

### **2.03 SHEET MATERIALS**

- A. Eaves Protection: ASTM D1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement and ‘split’ back plastic release film; provide material warranty equal in duration to that of shingles being applied.
- B. Underlayment: ASTM D 6757 asphalt-impregnated fiberglass-reinforced organic felt designed for use on roof decks as a water-resistant layer beneath roofing shingles.
- C. Low-Slope Underlayment: ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement, and ‘split’ back plastic release film. Use in ‘low slope’ areas (below 4:12, but no less than 2:12); provide material warranty equal in duration to that of shingles being applied.

### **2.04 FLASHING MATERIALS**

- A. Sheet Flashing: ASTM A 361/A361M; 26 gauge (0.45 mm) steel with minimum G115/Z350 galvanized coating.
- B. Bituminous Paint: Acid and alkali resistant type; black color.

### **2.05 ACCESSORIES**

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum or chromated steel; minimum 3/8 inch head diameter; minimum 11 or 12 gauge shank diameter; shank to be sufficient length to penetrate through the roof sheathing or 3/4 inch into solid wood, plywood or non-veneer wood decking.
- B. Asphalt Roofing Cement: ASTM D 4586, Type I or II.

### **2.06 FLASHING FABRICATION**

- A. Form flashing to profiles indicated on Drawings and to protect roofing materials from physical damage and shed water.
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.



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- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set and flashed to deck surfaces.
- F. All defects in roof deck must be corrected prior to the start of new roofing work.

#### **3.02 PREPARATION - WOOD DECK**

- A. Follow shingle manufacturer's recommendations for acceptable roof deck material.
- B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

#### **3.03 INSTALLATION – PROTECTIVE UNDERLAYMENT**

- A. Roof Slopes between 2:12 and 4:12: Apply one layer of waterproofing underlayment complying with ASTM D1970 self-adhering sheet barrier over all areas not protected at eaves with end and edges weather lapped 19 inches. Stagger end laps each consecutive layer. Nail in place.
- B. Roof Slopes between 4:12 or Greater: Install one layer of asphalt felt shingle underlayment perpendicular to slope of roof and lap minimum 4 inches over eave protection.
- C. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact or solvent-based cements per manufacturer's recommendations.

#### **3.04 INSTALLATION – VALLEY PROTECTION**

- A. Apply one layer of waterproofing underlayment complying with ASTM D1970 self-adhering sheet barrier at valleys, minimum 36" wide, centered over lowest point. Lap joints minimum of 6 inches. Follow manufacturer's instructions for shingles and waterproofing membrane.

#### **3.05 INSTALLATION – METAL FLASHING**

- A. Weather-lap joints minimum 2 inches.
- B. Seal work projecting through or mounted on roof with asphalt roofing cement and make weather tight.
- C. Flash all perimeter, curb, and penetration conditions with coated metal, membrane flashing, and flashing accessories as appropriate to the site conditions.

#### **3.06 INSTALLATION – ASPHALT SHINGLES**

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

#### **3.07 FIELD QUALITY CONTROL**

- A. Field inspection will be performed in accordance with Division 1 requirements.
- B. Visual inspection of the work will be provided by the Owner's representative. Unacceptable work will be corrected.



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**3.08 CLEANING**

- A. Remove bituminous markings from finished surfaces.
- B. Repair or replace defaced or damaged finishes caused by work of this section.

**3.09 PROTECTION**

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.
- C. Stage materials in such a manner that minimizes foot traffic over completed roof areas.

**3.10 CLEAN-UP**

- A. All work areas are to be kept clean, clear and free of debris at all times.
- B. Do not allow trash, waste, or debris to collect on the roof. These items shall be removed from the roof on a daily basis.
- C. All tools and unused materials must be collected at the end of each workday and stored properly off of the finished roof surface and protected from exposure to the elements.
- D. Dispose of or recycle all trash and excess material in a manner conforming to current regulations and requirements.
- E. Properly clean the finished roof surface after completion.
- F. Clean and restore all damaged surfaces to their original condition.

**END OF SECTION**



**SECTION 07 31 13 .1  
ASPHALT SHINGLES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Granule surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eaves, valley and ridge protection.
- C. Associated metal flashing.

**1.02 REFERENCE STANDARDS**

- A. ASTM A 653-A 653M – Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron-Alloy-Coating (Galvannealed) by the Hot-Dip Process.
- B. ASTM B 209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- C. ASTM B 370 – Standard Specification for Copper Sheet and Strip for Building Construction.
- D. ASTM D 225 – Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
- E. ASTM D 226 – Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- F. ASTM D 1970 – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials used as Steep Roofing Underlayment for Ice Dam Protection.
- G. ASTM D 3018 – Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- H. ASTM D 3161 – Standard Test Method for Wind Resistance of Asphalt Shingles (Fan-Induced Method).
- I. ASTM D 3462 – Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- J. ASTM D 4586 – Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- K. ASTM D 4869 – Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.
- L. ASTM D 6757 – Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing Products.
- M. ASTM E 108 – Standard Test Methods for Fire Test of Roof Coverings.
- N. ASTM G 21 – Determining Resistance of Synthetic Polymers to Fungi.
- O. NRCA (RM) - The NRCA Roofing Manual 2022.
- P. NRCA (WM) - The NRCA Waterproofing Manual 2021.
- Q. UL (DIR) - Online Certifications Directory Current Edition.
- R. UL (FRD) - Fire Resistance Directory Current Edition.



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**1.03 SUBMITTALS**

- A. Product Data: Provide manufacturer's data indicating each type of product in this section, indicating material characteristics, performance criteria and product limitations.
- B. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- C. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiberglass shingles made in normal production meet or exceed the requirements of the following:
  - 1. ASTM E 108/UL 790 Class A Fire Resistance
  - 2. ASTM D 3161/UL 997 Wind Resistance.
  - 3. ASTM D 3462
- D. Shop Drawings: Indicate specially configured metal flashing, jointing methods and locations, fastening methods and locations and installation details as required by project conditions indicated.
- E. Colors: Manufacturer's full range of color for selection.
- F. Sample: Asphalt shingle product.

**1.04 QUALITY ASSURANCE**

- A. Installer Minimum Qualifications: Installer shall be licensed or otherwise authorized by all federal, state and local authorities to install all products specified in this section. Installer shall perform work in accordance with NRCA Roofing and Waterproofing Manual. Work shall be acceptable to the synthetic slate roof tile manufacturer.
- B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish areas designated by Owner.
  - 2. Do not proceed with remaining work until workmanship, color and pattern are approved by Owner.
  - 3. Rework Mock-Up area as required to produce acceptable work.
- C. Pre-Installation Meeting: Conduct a pre-installation meeting at the site prior to commencing work of this section with Owner and Construction Manager present.
  - 1. Pre-Installation Meeting Agenda shall cover the following topics: Installation procedures and manufacturer's recommendations, safety procedures, coordination with installation of other work, availability of roofing materials, preparation and approval of substrate and penetrations through roof, and any other items related to the successful completion of the work.
- D. Manufacturer Application Instructions: One (1) Copy shall be available at the project site at all times.
- E. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- F. Installer Qualifications: Company specializing in performing work of this section with at least three years of documented experience.



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- G. Source Limitations: All components listed in this section shall be provided by a single manufacturer or approved by the primary roofing manufacturer.
- H. Final Inspection: Manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors must be addressed and final punch list completed.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact. Promptly verify quantities and conditions. Immediately remove damaged products from site.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Store and dispose of solvent-based materials and materials used with solvent based materials, in accordance with requirements of the authority having jurisdiction.

**1.06 FIELD CONDITIONS**

- A. Do not apply roofing membrane during unsuitable environmental conditions (temperature, humidity and moisture). Do not install products under environmental conditions outside the manufacturer's recommended range.
- B. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

**1.07 WARRANTY**

- A. Material Warranty: Furnish shingle manufacturer's warranty for the product listed in this section. Provide manufacturer's Limited Lifetime Warranty.
- B. Warranty Supplement: Provide manufacturer's supplemental warranty to cover labor and materials in the event of a material defect for the following period after completion of application of shingles:
  - 1. First Ten Years.
- C. Manufacturer's Extended Warranty Protection: Provide 50 year material and labor costs for repair or replacement tear off and disposal costs.
- D. Provide Upgraded Wind Warranty from 110 to 120 mph for first 15 years by complying with all manufacturers' conditions and instructions.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Asphalt Fiberglass Shingles and System:
  - 1. CertainTeed Corporation – Landmark TL AR:
    - a. PO Box 860 Valley Forge, PA 19482 – Ph: 800-233-8990.
  - 2. Equal product in accordance with Division 1 requirements for substitutions.



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**2.02 ASPHALT FIBERGLASS SHINGLES**

- A. Asphalt Fiberglass Shingles conforming to ASTM D 3018 Type I – Self Sealing; UL Certification of ASTM D 3462, ASTM D 3161 Class “F” (110-mph)/UL997 Wind Resistance and UL Class A Fire Resistance, glass fiber mat base; ceramically coated/UV resistant mineral surface granules across entire face of shingle; algae resistant; “Tri-laminate”: three-layer laminated, four-tab shingle.
- B. Weight: 305 pounds per square.
- C. Color: To be selected by manufacturer’s full range.

**2.03 SHEET MATERIALS**

- A. Eaves Protection: ASTM D1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement and ‘split’ back plastic release film; provide material warranty equal in duration to that of shingles being applied.
- B. Underlayment: ASTM D 6757 asphalt-impregnated fiberglass-reinforced organic felt designed for use on roof decks as a water-resistant layer beneath roofing shingles.
- C. Low-Slope Underlayment: ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement, and ‘split’ back plastic release film. Use in ‘low slope’ areas (below 4:12, but no less than 2:12); provide material warranty equal in duration to that of shingles being applied.

**2.04 FLASHING MATERIALS**

- A. Sheet Flashing: ASTM A 361/A361M; 26 gauge (0.45 mm) steel with minimum G115/Z350 galvanized coating.
- B. Bituminous Paint: Acid and alkali resistant type; black color.

**2.05 ACCESSORIES**

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum or chromated steel; minimum 3/8 inch head diameter; minimum 11 or 12 gauge shank diameter; shank to be sufficient length to penetrate through the roof sheathing or 3/4 inch into solid wood, plywood or non-veneer wood decking.
- B. Asphalt Roofing Cement: ASTM D 4586, Type I or II.

**2.06 FLASHING FABRICATION**

- A. Form flashing to profiles indicated on Drawings and to protect roofing materials from physical damage and shed water.
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.



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- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set and flashed to deck surfaces.
- F. All defects in roof deck must be corrected prior to the start of new roofing work.

#### **3.02 PREPARATION - WOOD DECK**

- A. Follow shingle manufacturer's recommendations for acceptable roof deck material.
- B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

#### **3.03 INSTALLATION – PROTECTIVE UNDERLAYMENT**

- A. Roof Slopes between 2:12 and 4:12: Apply one layer of waterproofing underlayment complying with ASTM D1970 self-adhering sheet barrier over all areas not protected at eaves with end and edges weather lapped 19 inches. Stagger end laps each consecutive layer. Nail in place.
- B. Roof Slopes between 4:12 or Greater: Install one layer of asphalt felt shingle underlayment perpendicular to slope of roof and lap minimum 4 inches over eave protection.
- C. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact or solvent-based cements per manufacturer's recommendations.

#### **3.04 INSTALLATION – VALLEY PROTECTION**

- A. Apply one layer of waterproofing underlayment complying with ASTM D1970 self-adhering sheet barrier at valleys, minimum 36" wide, centered over lowest point. Lap joints minimum of 6 inches. Follow manufacturer's instructions for shingles and waterproofing membrane.

#### **3.05 INSTALLATION – METAL FLASHING**

- A. Weather-lap joints minimum 2 inches.
- B. Seal work projecting through or mounted on roof with asphalt roofing cement and make weather tight.
- C. Flash all perimeter, curb, and penetration conditions with coated metal, membrane flashing, and flashing accessories as appropriate to the site conditions.

#### **3.06 INSTALLATION – ASPHALT SHINGLES**

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

#### **3.07 FIELD QUALITY CONTROL**

- A. Field inspection will be performed in accordance with Division 1 requirements.
- B. Visual inspection of the work will be provided by the Owner's representative. Unacceptable work will be corrected.



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**3.08 CLEANING**

- A. Remove bituminous markings from finished surfaces.
- B. Repair or replace defaced or damaged finishes caused by work of this section.

**3.09 PROTECTION**

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.
- C. Stage materials in such a manner that minimizes foot traffic over completed roof areas.

**3.10 CLEAN-UP**

- A. All work areas are to be kept clean, clear and free of debris at all times.
- B. Do not allow trash, waste, or debris to collect on the roof. These items shall be removed from the roof on a daily basis.
- C. All tools and unused materials must be collected at the end of each workday and stored properly off of the finished roof surface and protected from exposure to the elements.
- D. Dispose of or recycle all trash and excess material in a manner conforming to current regulations and requirements.
- E. Properly clean the finished roof surface after completion.
- F. Clean and restore all damaged surfaces to their original condition.

**END OF SECTION**



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**SECTION 07 31 29  
WOOD SHINGLES AND SHAKES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Wood shingles.
- B. Flexible sheet membranes for eave protection, underlayment, and valley protection.
- C. Associated metal flashings and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 061000 - Rough Carpentry: Roof sheathing.
- B. Section 076200 - Sheet Metal Flashing and Trim: Edge and cap flashings.
- C. Section 077200 - Roof Accessories: Snow guards.

**1.03 REFERENCE STANDARDS**

- A. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing 2017.
- B. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection 2021.
- C. ASTM D3909/D3909M - Standard Specification for Asphalt Roll Roofing (Glass Felt) Surfaced with Mineral Granules 2022.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007 (Reapproved 2018).
- E. ASTM D4869/D4869M - Standard Specification for Asphalt-Saturated Organic Felt Underlayment Used in Steep Slope Roofing 2016a (Reapproved 2021).
- F. ASTM D5261 - Standard Test Method for Measuring Mass per Unit Area of Geotextiles 2010 (Reapproved 2018).
- G. ASTM D6380/D6380M - Standard Specification for Asphalt Roll Roofing (Organic Felt) 2003 (Reapproved 2022).
- H. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022a.
- I. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings 2020a.
- J. AWPA U1 - Use Category System: User Specification for Treated Wood 2022.
- K. CSSB (RMAN) - New Roof Construction Manual 2020.
- L. CSSB (WEB) - (Grade Standards and Installation Recommendations as Posted at [www.cedarbureau.org](http://www.cedarbureau.org)); Cedar Shake and Shingle Bureau current edition.
- M. CSSB (WMAN) - Exterior and Interior Wall Manual 2020.
- N. ICC-ES AC188 - Acceptance Criteria for Roof Underlayments 2012, with Editorial Revision (2015).



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- O. ICC-ES AC207 - Acceptance Criteria for Polypropylene Roof Underlayments 2012, with Editorial Revision (2015).
- P. Miami (APD) - Approved Products Directory; Miami-Dade County Current Edition.
- Q. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.
- R. UL (DIR) - Online Certifications Directory Current Edition.
- S. UL 1897 - Uplift Tests for Roof-Covering Systems; Underwriters Laboratories Inc. Current Edition, Including All Revisions.

#### 1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating material characteristics, performance criteria, and limitations.
- C. Shop Drawings: For metal flashings, indicate specially configured metal flashings, jointing methods and locations, fastening methods and locations, and installation details.
- D. Manufacturer's Instructions: Indicate installation criteria and procedures.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Manufacturer's qualification statement.
- G. Installer's qualification statement.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 016000 - Product Requirements for additional provisions.
  - 2. Extra Shingles and Shakes: 100 sq ft ([ ] sq m) of each type, size, and shape.

#### 1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacture of roofing systems similar to those required for this project, with not less than 5 years of documented experience.
- B. Installer Qualifications: Company specializing in installing asphalt shingles, with at least 3 years of documented experience.

#### 1.06 MOCK-UPS

- A. See Section 014000 - Quality Requirements for additional requirements.
- B. Construct mock-up, [ 0 ] sq ft ( [ ] sq m), including underlayment, shingles/shakes, eave protection membrane, associated flashings, and [ ].
- C. Mock-up may remain as part of work.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store materials with labels intact in manufacturer's unopened packaging until ready for installation.
- B. When storing roofing materials on roofing system ensure that no damage occurs to supporting members and other materials.



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### 1.08 FIELD CONDITIONS

- A. Do not install shingles and shakes, bituminous material, eave protection membrane or roofing components when surface temperatures are below 45 degrees F (7 degrees C).

### 1.09 WARRANTY

- A. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Wood Shingles and Shakes:
  - 1. Cedar Roofing Supply
  - 2. Wesco Cedar Inc.
  - 3. Any producer and member of Cedar Shake and Shingle Bureau (CSSB); [www.cedarbureau.org/#sle](http://www.cedarbureau.org/#sle).

### 2.02 SHINGLES AND SHAKES

- A. Roof and Wall Shingles: Western red cedar (*Thuja plicata*), CSSB (WEB), No.1 Grade; 18 inches (457 mm) long, standard straight butt style.
  - 1. Fire Retardance: Provide shingles pressure treated for fire retardance. Shingles shall comply with UBC Standard 15-3 or 15-4 impregnated by full-cell vacuum-pressure process with fire-retardant chemicals qualified by UBC Standard 15-2 for use on Class A roofs.
  - 2. Wind Resistance: Pass UL 1897.
  - 3. Warranted Wind Speed: Not less than the tested wind resistance.
  - 4. Preservative: Provide shingles pressure treated with preservative in accordance with AWPA U1, Use Category UC3B.
  - 5. Provide CSSB labels in packaging.
- B. Ridge and Hip Caps: Prefabricated lapped single ply units of matching quality and thickness.

### 2.03 SHEET MATERIALS

- A. Mineral Surfaced Roll Roofing: Asphalt-coated glass felt, mineral granule surfaced, complying with ASTM D3909/D3909M, minimum weight of granule surfaced portion of 63 lb/100 sq ft (28.6 kg/9.3 sq m).
- B. Eave Protection Membrane: Asphalt-saturated organic roofing felt, unperforated, complying with ASTM D226/D226M, Type I, No. 15.
- C. Underlayment: Asphalt-saturated organic roofing felt, unperforated, complying with ASTM D226/D226M, Type I, No.15.

### 2.04 METAL FLASHINGS

- A. Metal Flashings: Provide sheet metal eave edge, gable edge, ridge, ridge vents, open valley flashing, chimney flashing, dormer flashing, and other flashing indicated.
  - 1. Form flashings to profiles indicated on Drawings.



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2. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
3. Hem exposed edges of flashings minimum 1/4 inch (6 mm) on underside.

#### 2.05 ACCESSORIES

- A. Nails: Standard round wire shingle type, of stainless steel (ASTM type 316), of sufficient length to penetrate through roof sheathing or 3/4 inch (19 mm) into roof sheathing or decking.
- B. Bituminous Paint: Acid and alkali resistant type; black color.
- C. Preservative Treatment: Dip type, water-based, clear, water repellent, fungus resistant, decay resistant.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify existing conditions prior to beginning work.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- C. Verify roof openings are correctly framed.
- D. Verify deck surfaces are dry, free of ridges, warps, or voids.

#### 3.02 PREPARATION

- A. At areas where eave protection membrane is to be adhered to substrate, cover knot holes with sheet metal.
- B. Broom clean deck surfaces before installing underlayment or eave protection.
- C. Install eave edge flashings tight with fascia boards, weather lap joints 2 inches (51 mm) and seal with plastic cement, and secure flange with nails spaced 8 inches on center.

#### 3.03 INSTALLATION

- A. Install in accordance with this specification and the following, whichever is more stringent:
  1. Applicable building code(s).
  2. CSSB (RMAN) - New Roof Construction Manual.
  3. Manufacturer's installation instructions.
- B. Eave Protection Membrane:
  1. Install eave protection membrane from eave edge to minimum 4 feet (1219 mm) up-slope beyond interior face of exterior wall.
  2. Install eave protection membrane in accordance with manufacturer's instructions.
- C. Underlayment:
  1. Roof Slopes Less Than 4:12: Install two layers of underlayment over entire roof area, with ends and edges weather lapped minimum 4 inches (100 mm); stagger end laps of each consecutive layer, and nail in place.
  2. Roof Slopes Greater Than 4:12: Install underlayment perpendicular to slope of roof, with ends and edges weather lapped minimum 4 inches (100 mm); stagger end laps of each



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- consecutive layer, nail in place, and weather lap over eave protection minimum 4 inches (100 mm).
- 3. Items projecting through or mounted on roof, weather lap and seal watertight with plastic cement.
- D. Valley Protection:
  - 1. Install valley protection in accordance with SMACNA (ASMM), Detail 4-10 VALLEY FLASHING INSTALLATION.
  - 2. Weather lap joints minimum 2 inches (50 mm).
  - 3. Nail in place minimum 18 inches (450 mm) on center, 1 inch (25 mm) from edges.
  - 4. At Exposed Valleys: Install minimum 36 inches (900 mm) wide roll roofing with mineral surface side up centered over first layer of protection. Apply a 4-inch (100 mm) wide band of lap cement along each edge of first layer, press roll roofing into cement, and nail in place minimum 18 inches (450 mm) on center and 1 inch (25 mm) from edges.
- E. Metal Flashings:
  - 1. Install flashings in accordance with CSSB (RMAN) - New Roof Construction Manual.
  - 2. Weather lap joints minimum 2 inches (50 mm) and seal weathertight with plastic cement.
  - 3. Secure in place with nails at 8 inches on center, and conceal fastenings.
  - 4. Items Projecting Through or Mounted on Roofing: Flash and seal weathertight with plastic cement.
- F. Shingles and Shakes:
  - 1. Apply dip type preservative treatment before installation; apply one coat to all surfaces.
  - 2. Install using not less than two fasteners for each shingle or shake.
  - 3. On Roofs : Install to produce straight coursing pattern with 5-1/2 inch weather exposure to produce double thickness.
    - a. Install with double course at eaves.
    - b. Project first roofing course 1-1/2 inches (38 mm) beyond face of fascia boards.
    - c. Interleave roof underlayment into roofing courses from eave edge to 4 feet (1.22 m) upslope from eave.
    - d. Install hip and ridge caps on hips, maintaining 5-inch (125 mm) weather exposure; place to avoid exposed nails.

#### 3.04 CLEANING

- A. Clean exposed work upon completion of installation; remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to finish.

#### 3.05 PROTECTION

- A. Do not permit traffic over finished roof surface.

**END OF SECTION**



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**SECTION 07 54 00  
THERMOPLASTIC MEMBRANE ROOFING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Mechanically attached system with thermoplastic roofing membrane.
- B. Insulation, flat and tapered.
- C. Vapor retarder.
- D. Flashings.
- E. Roofing cant strips, stack boots.

**1.02 REFERENCE STANDARDS**

- A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus 2019.
- C. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board 2022.
- D. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation 2022.
- E. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus 2021.
- F. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation 2022.
- G. ASTM C728 - Standard Specification for Perlite Thermal Insulation Board 2017a (Reapproved 2022).
- H. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board 2022a.
- I. ASTM D1929 - Standard Test Method for Determining Ignition Temperature of Plastics 2020.
- J. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness 2015 (Reapproved 2021).
- K. ASTM D4434/D4434M - Standard Specification for Poly(Vinyl Chloride) Sheet Roofing 2021.
- L. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing 2021.
- M. ASTM D7877 - Standard Guide for Electronic Methods for Detecting and Locating Leaks in Waterproof Membranes 2014.
- N. ASTM D8231 - Standard Practice for the Use of a Low Voltage Electronic Scanning System for Detecting and Locating Breaches in Roofing and Waterproofing Membranes 2019.
- O. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023.



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- P. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022a.
- Q. ASTM E303 - Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester 1993 (Reapproved 2018).
- R. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces 2011 (Reapproved 2019).
- S. NRCA (RM) - The NRCA Roofing Manual 2022.
- T. NRCA (WM) - The NRCA Waterproofing Manual 2021.
- U. UL (DIR) - Online Certifications Directory Current Edition.
- V. UL (FRD) - Fire Resistance Directory Current Edition.

#### 1.03 SUBMITTALS

- A. Product Data: Provide data indicating each type of product in this section.
- B. Shop Drawings: Provide manufacturers standard details and approved shop drawings for the roof system specified.
- C. Samples for Verification: Submit two samples of insulations, fasteners, membrane materials and accessories.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- F. Installer's qualification statement.
  - 1. Installer should provide written documentation from the manufacturer of their authorization to install the roof system, and eligibility to obtain the warranty specified in this section.
- G. Warranty Documentation:
  - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
  - 2. Submit installer's written verification that installation complies with warranty conditions for waterproof membrane.

#### 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of this section with at least three years of documented experience.
- C. Source Limitations: All components listed in this section shall be provided by a single manufacturer or approved by the primary roofing manufacturer.
- D. Final Inspection: Manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors must be addressed and final punch list completed.



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### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

### 1.06 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F.
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

### 1.07 WARRANTY

- A. Material Warranty: Provide membrane manufacturer's warranty agreeing to replace material that shows manufacturing defects within five years after installation.
- B. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
  - 1. Warranty Term: 20 years.
  - 2. For repair and replacement include costs of both material and labor in warranty.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Thermoplastic Polyolefin (TPO) Membrane Roofing Materials:
  - 1. GAF; EverGuard TPO 60 mil: [www.gaf.com/#sle](http://www.gaf.com/#sle).
  - 2. Johns Manville; JM TPO - 60 mil: [www.jm.com/#sle](http://www.jm.com/#sle).
  - 3. Equal product in accordance with Division 1 requirements for substitutions.



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### **2.02 INSULATION**

- A. Rigid polyisocyanurate board, with a glass-reinforced cellulosic felt facer. Conforms to or exceeds the requirements of ASTM C 1289 Type II, Class 1, Grade 2.
  - 1. Board Thickness: 1.2 inches
  - 2. Thermal Resistance (LTTR value): 6.8
  - 3. Board Size: 4 feet x 8 feet
  - 4. Compressive Strength: 20 PSI

### **2.03 COVER BOARD**

- A. Rigid polyisocyanurate cover board, with coated polymer-bonded glass fiber mat facers on both major surfaces of the core foam conforming to or exceeding the requirements of ASTM C 1289, Type 2, Class 4, Grade 1.
  - 1. Board Thickness 1/2 inch.
  - 2. Board Size: 4 feet x 8 feet.
  - 3. Minimum Compressive Strength: 80 PSI.
  - 4. Thermal Resistance (LTTR value): >2.5

### **2.04 MEMBRANE MATERIALS**

- A. Membrane Roofing Materials:
  - 1. TPO: Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M, smooth type, polyester scrim reinforced thermoplastic polyolefin membrane for use as a single ply roofing membrane.
    - a. Thickness: 60 mil, 0.045 inch (1.1 mm), minimum.
  - 2. Sheet Width:
    - a. Adhered Application: Limit width to 120 inches (3,048 mm), maximum, when ambient temperatures are less than 40 degrees F (4.4 degrees C) for extended period of time during installation.
  - 3. Color: Gray.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Vapor Retarder: Material approved by roof manufacturer complying with requirements of fire rating classification; compatible with roofing and insulation materials.
  - 1. Fire-retardant adhesive.

### **2.05 FLASHING MATERIAL AND ACCESSORIES**

- A. Same material as membrane.
- B. Flashing Membrane: Smooth type, polyester scrim reinforced thermoplastic polyolefin membrane for use as a single ply roofing membrane complying with ASTM D-6878.
- C. 24 gauge steel with 0.025 inch thick TPO based film as required for fabrication into metal gravel stop and drip edge profiles, metal base and curb flashings, sealant pans, and scupper sleeves.
- D. Extruded aluminum termination bar with angled lip caulk receiver and lower leg bulb stiffener. Pre-punched slotted holes at 6 inches on center, 3/4 inch x 10 feet with 0.090 inch cross section.



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- E. Unreinforced thermoplastic polyolefin membrane: 0.055 inch thick smooth type, for use as a conforming membrane seal over T-joints in 60 mil membrane applications.

#### **2.06 ROOF EDGE ACCESSORIES**

- A. 6-inch wide, smooth type, heat-weldable polyester scrim reinforced thermoplastic polyolefin membrane strip for use as a cover strip over non-coated metal edges and flanges.

#### **2.07 WALL AND CURB ACCESSORIES**

- A. Reinforced TPO membrane (0.045 inch) with pressure sensitive adhesive, to be installed on horizontal surfaces using plates and fasteners as a base attachment in adhered systems.
- B. 55 mil TPO membrane and 24 gauge coated metal prefabricated into standard and custom size thru wall scuppers.
- C. 0.060 inch thick reinforced TPO membrane fabricated corners.
- D. 0.055 inch molded TPO membrane inside corners of base and curb flashing. Hot-air welds directly to TPO membrane.
- E. 8" diameter, nominal 0.050 inch vacuum formed unreinforced TPO membrane for use in flashing outside corners of base and curb flashings.

#### **2.08 PENETRATION ACCESSORIES**

- A. 0.075 inch thick molded TPO membrane sized to accommodate most common pipe and conduits and square tube. Hot-air welded directly to TPO membrane, supplied with stainless steel clamping rings.
- B. 0.070 thick molded penetration pocket to provide structure and foundation for the application of a pourable sealant for a variety of roof penetrations.

#### **2.09 ADHESIVES, SEALANTS AND PRIMERS**

- A. Sprayable, Low VOC solvent-based contact adhesive used for bonding smooth TPO membranes.
- B. Two component, low rise polyurethane foam adhesive. VOC free and contains no solvents. Dispensed using low pressure pump that equally mixes Part 1 and Part 2.
- C. Low VOC solvent based primer for preparing surfaces to receive butyl based adhesive tapes.
- D. Low VOC TPO cleaner designed to clean exposed or contaminated seams prior to heat welding to remove any residual soap or revitalize aged membranes. Contains only 50 grams per liter of VOC and formulated using a blend of primarily VOC-exempt ingredients to be in compliance with air quality regulations for single ply roofing products.
- E. One part butyl based high viscosity sealant suitable for sealing between flashing membrane and substrate surface behind exposed termination bars and for sealing between roofing membrane and drain flange.
- F. One-part, moisture-cure, self-leveling sealant design for use in pitch pans on single ply roof systems.

#### **2.10 FASTENERS AND PLATES**

- A. Mechanical Fasteners and Plates:



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1. #12 Fastener: Standard duty alloy steel insulation fastener with CR-10 coating with a .220" diameter thread. Factory Mutual Standard 4470 Approved, #3 Phillips head for use on steel and wood decks.
2. Insulation Plates: Galvalume, 3 inch diameter, suitable for use with standard and HD screws and spikes.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.
- F. All defects in roof deck must be corrected prior to the start of new roofing work.

### 3.02 PREPARATION - WOOD DECK

- A. Verify flatness and tightness of joints in wood decking; fill knot holes with latex filler.
- B. Confirm dry deck by moisture meter with 12 percent moisture maximum.
- C. Prepare substrate surfaces thoroughly prior to application of new roofing materials. Provide a smooth, even, sound, clean, and dry substrate.

### 3.03 INSTALLATION, GENERAL

- A. Perform work in accordance with manufacturer's instructions, NRCA (RM), and NRCA (WM) applicable requirements.
- B. Do not apply roofing membrane during cold or wet weather conditions.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

### 3.04 INSTALLATION - VAPOR RETARDER AND INSULATION, UNDER MEMBRANE

- A. Install vapor retarder to deck surface with adhesive in accordance with manufacturer's instructions.
  1. Extend vapor retarder under cant strips and blocking to deck edge.
  2. Install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.
- B. Lay subsequent layers of insulation with joints staggered minimum 6 inches (152 mm) from joints of preceding layer.



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- C. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- D. Do not install more insulation than can be covered with membrane in same day.

#### **3.05 INSTALLATION - MEMBRANE**

- A. TPO membrane shall be installed in accordance with manufacturer's instructions.
- B. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- C. Shingle joints on sloped substrate in direction of drainage.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches (76 mm). Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- E. At intersections with vertical surfaces:
  - 1. Extend membrane over cant strips and up a minimum of 4 inches (102 mm) onto vertical surfaces.
  - 2. Fully adhere flexible flashing over membrane and up to nailing strips.
- F. Around roof penetrations, seal flanges and flashings with flexible flashing.
- G. Coordinate installation of roof drains and sumps and related flashings.

#### **3.06 INSTALLATION – FLASHINGS**

- A. All penetrations must be at least 24 inches from curbs, walls, and edges to provide adequate space for proper flashing.
- B. Flash all perimeter, curb, and penetration conditions with coated metal, membrane flashing, and flashing accessories as appropriate to the site conditions.
- C. All coated metal and membrane flashing corners shall be reinforced with performed corners or non-reinforced membrane.
- D. Hot-air weld all flashing membranes, accessories, and coated metal. A minimum 2" wide hand weld or minimum 1 – 1/2 inch automatic machine weld.
- E. Non-coated metal edge details must be installed in accordance with current manufacturer details and requirements.
- F. All cut edges of reinforced membrane must be sealed with cut-edge sealant.

#### **3.07 CLEANING**

- A. See Section 017000 - Execution and Closeout Requirements for additional requirements.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- D. Repair or replace defaced or damaged finishes caused by work of this section.

#### **3.08 PROTECTION**

- A. Protect installed roofing and flashings from construction operations.



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- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.
- C. Stage materials in such a manner that minimizes foot traffic over completed roof areas.

**3.09 CLEAN-UP**

- A. All work areas are to be kept clean, clear and free of debris at all times.
- B. Do not allow trash, waste, or debris to collect on the roof. These items shall be removed from the roof on a daily basis.
- C. All tools and unused materials must be collected at the end of each workday and stored properly off of the finished roof surface and protected from exposure to the elements.
- D. Dispose of or recycle all trash and excess material in a manner conforming to current regulations and requirements.
- E. Properly clean the finished roof surface after completion.
- F. Clean and restore all damaged surfaces to their original condition.

**END OF SECTION**



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**SECTION 08 52 00**  
**WOOD WINDOWS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. This Section includes the following:
  - 1. Site-built wood windows.
  - 2. Glazing.
  - 3. Metal infill panels.
  - 4. Operating hardware.
  - 5. Wood trim for exterior finishing.
- B. Description of Work: Provide all labor, materials, equipment and services required to complete wood window restoration as specified herein and required by existing conditions and authorities having jurisdiction.
  - 1. It is the specific intent of this section that repairs will maximize the retention of historic fabric while making the windows weather resistant for long-term use and serviceable for cyclical maintenance.
- C. Wood Window Restoration may include, but is not limited to, the following:
  - 1. Restore damaged and inoperable wood window sash while maintaining current profiles.
  - 2. Restore existing and provide new window balance hardware at all operable sash to accommodate use.
  - 3. Replace all broken and unsound sash cord.
  - 4. Restore existing window hardware and provide new in-kind window hardware where existing hardware is missing or is too damaged or deteriorated to be restorable.
  - 5. Restore all window trim disturbed for work of this Section to sound condition and existing appearance.
  - 6. Paint and finish all wood elements as necessary to match original finishes.
  - 7. Replace cracked, broken or missing glass.
  - 8. Remove all deteriorated putty and replace with new.
  - 9. Consolidate and repair deteriorated wood sills, framing members and sash rails and stiles.
  - 10. Replace all broken or deteriorated parting strips.
  - 11. Reinstall repaired window sash.
  - 12. Clean all glass.



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#### 1.03 REFERENCE STANDARDS

- A. AAMA/WDMA/CSA 101/I.S.2/A440 - North American Fenestration Standard/Specification for Windows, Doors, and Skylights 2017.
- B. AAMA 502 - Voluntary Specification for Field Testing of Newly Installed Fenestration Products 2021.
- C. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- D. ASTM E783 - Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors 2002 (Reapproved 2018).
- E. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference 2015 (Reapproved 2023).
- F. ASTM E2112 - Standard Practice for Installation of Exterior Windows, Doors and Skylights 2019c.
- G. ASTM F588 - Standard Test Methods for Measuring the Forced Entry Resistance of Window Assemblies, Excluding Glazing Impact 2017.
- H. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition 2014, with Errata (2016).
- I. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards 2021, with Errata.

#### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Knowledge of Site: Bidders shall visit site prior to bid and carefully examine Project scope and conditions that may affect proper execution of work in this Section and determine or verify dimensions and quantities. Contractor's submission of bid shall be acknowledgement that they are thoroughly familiar with Project scope and site conditions.
- B. Preinstallation Meeting: Convene one week before starting work of this section.

#### 1.05 SUBMITTALS

- A. General: Submit the following in compliance with Division 01.
- B. Product Data: Show component dimensions, anchorage and fasteners, glass, internal drainage details, and test reports and certificates verifying the product complies with specified requirements.
- C. Documentation: Photographs showing the existing condition of all elements of windows to be removed for work of this Section, all elements adjacent to elements that are to be removed, and all other window elements that will be in any way affected by work of this Section. Show overall trim and details of all damage or deterioration that might be attributed to damage resulting from work of this Section.
- D. Shop Drawings: Indicate opening dimensions, framed opening tolerances, affected related work and installation requirements.
- E. Samples: For each product specified.
- F. Operating Hardware: Two samples of each type of operating hardware.



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- G. Manufacturer's Certificate: Certify that products furnished meet or exceed specified requirements.
- H. Field Quality Control Submittals: Report of field testing for water penetration and air leakage.
- I. Manufacturer's qualification statement.
- J. Installer's qualification statement.
- K. Specimen warranty.

#### 1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with not less than three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
  - 1. Wood window restoration shall be carried out by a steady crew of skilled craftspeople who are thoroughly experienced with materials and methods specified.
  - 2. Knowledge of Site: Bidders shall visit site prior to bid and carefully examine Project scope and conditions that may affect proper execution of work in this Section and determine or verify dimensions and quantities. Contractor's submission of bid shall be acknowledgement that they are thoroughly familiar with Project scope and site conditions.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle all products and materials to prevent damage, deterioration, or degradation and intrusion of foreign material.
- B. Discard and remove from site deteriorated or contaminated materials and products that have exceeded their expiration dates. Replace with fresh materials.

#### 1.08 FIELD CONDITIONS

- A. Protection of Window Opening: After removal of the sash, all window openings shall be closed with plywood fitted to each individual window and secured by non-destructive anchoring system. The panel shall be adequately weathertight and not permit moisture to enter the building.
- B. Protection of Building: Protect building elements and finishes from damage or deterioration caused by work of this Section. Repair any damage to materials or finishes to Owner's satisfaction at no additional cost.
- C. Do not install sealants when ambient temperature is less than 40 degrees F (5 degrees C).
- D. Hazardous Materials:
  - 1. Perform all work that disturbs hazardous materials in compliance with all applicable federal, state, and local laws and regulations for identification, removal, labeling, handling, containerization, transportation, and disposal of hazardous materials.
  - 2. Prior to demolition refer to Hazardous Material Abatement Report prepared by M3 dated 3/31/2022 and remove all deemed hazardous materials.



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### PART 2 PRODUCTS

#### 2.01 MATERIALS, GENERAL

- A. Grade and Quality: Materials shall conform to requirements of this Section and shall be new, free from defects, and of recent manufacture.
- B. Manufacturer's Instructions: Comply with material manufacturer's instructions for use of products (including surface preparation, mixing, applying, drying, etc). In case of conflict with requirements of this Section, the more stringent requirements shall govern.

#### 2.02 WOOD WINDOWS

- A. Wood Materials:
  - 1. Wood trim shall be of sound stock, solid wood without finger joints or other joints within members, thoroughly seasoned, and kiln-dried to a moisture content not exceeding 8 percent.
  - 2. Wood shall be free from defects or blemishes on surfaces exposed to view that will show after paints and finishes have been applied. Materials that do not comply with specifications for quality and grade or are in any way defective or not in proper condition will be rejected.
  - 3. Wood for new sash as necessary, other new elements, or repairs of existing elements shall match profile and grade of existing windows in species, quality, cut, and grain pattern in kind.
  - 4. Preservative treatment shall be used for new wood after machining.
- B. Wood Windows: Wood frame and sash, factory fabricated and assembled.
  - 1. Exterior Finish: Unfinished, for opaque finish.
  - 2. Interior Finish: Unfinished, for opaque finish.
  - 3. Color: As indicated on drawings.
  - 4. Configuration: As indicated on drawings.
  - 5. Window Product Types: AP - Awning, hopper, projected window, C - Casement window, and FW - Fixed window, in accordance with AAMA/WDMA/CSA 101/I.S.2/A440.
  - 6. Factory glazed; dry glazing method.
  - 7. Wood Species: Fir, preservative treated using treatment type suitable for required finish.
  - 8. Frame and Sash Members: Mortise and tenon joints. Glue and steel pin joints to hairline fit, weather tight.
  - 9. Clearances and Shim Spacing: Minimum required for installation and dynamic movement of perimeter seal.
  - 10. Fasteners: Concealed from view.
  - 11. Internal Drainage of Glazing Spaces to Exterior: Weep holes.
  - 12. Operable Units: Single weatherstripped.

#### 2.03 COMPONENTS

- A. Glazing: Single glazed to match existing, clear, with glass thicknesses to match existing conditions.



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- B. Frames: Sized to match existing; flush solid wood glass stops of screw fastened type, sloped for positive drainage.
- C. Sills: Sized to match existing; wood, sloped for positive drainage; fits under sash and projects at least 1/2 inch (12 mm) beyond exterior face of wall; single piece full width of opening.
- D. Sash:
  - 1. Coordinate dimensions with actual measurements of window openings and adjacent construction to match in kind.
  - 2. Fabricate components to match originals in kind.
  - 3. Join moldings to match construction of original sash.
  - 4. Machine sash elements to receive glazing panels. Machine sash elements to movable sash to receive weatherstripping, if appropriate, and hardware.
- E. Stools: Sized to match existing; wood; fit under sash to project 1/2 inch (12 mm) beyond interior wall face; one piece full width of opening.
- F. Muntins/Grilles: Grilles permanently installed on outside and inside faces of glass..
  - 1. Pattern: Custom design to match existing, see drawings.
  - 2. Bar Width: 3/4 inch (19 mm). Sized to match existing.
  - 3. Color: Match interior and exterior of frame.
- G. Paint: Premium quality and matching existing color exactly.
  - 1. Primer shall be 100% acrylic.
  - 2. Glazing putty to be best quality available.
- H. Operable Sash Weatherstripping: Wool pile; permanently resilient, profiled to effect weather seal.
- I. Fasteners: Stainless steel or nonferrous metal of appropriate size and configuration.
- J. Sealant and Backing Materials:
  - 1. Perimeter Sealant: Appropriate for application.
  - 2. Sealant Used Within System (Not Used for Glazing): Appropriate for application.
  - 3. Sealant for Setting Sills, Stools, Aprons, and Sill Flashing: non-curing butyl type.
- K. Wood for Casings and Trim: Clear fir, clear preservative treated, of type suitable for required finish.
- L. Flashing: Provide related flashings, with necessary anchors and attachment devices.
- M. Adhesives
  - 1. Adhesive for dutchman repairs, member replacement, and fabrication of new sash: Epoxy resin glue designed for use with wood.
  - 2. Adhesive for glass repair: Provide HXTA NYL-1 Epoxy adhesive.
- N. Sash lock: Lever handle with cam lock.
- O. Projecting Sash Arms: Cadmium plated steel, friction pivot joints with nylon bearings, removable pivot clips for cleaning.
- P. Window Opening Control Devices (WOCD): Provide operable window sash hardware that limits openings to only allow passage of 4 inch (102 mm) diameter rigid sphere or less, and are easily releasable to fully open without use of keys, tools, or special knowledge.



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### 2.04 HARDWARE AND ACCESSORIES

- A. General: Provide each restored window with full complement of hardware and fasteners matching functionality of original windows. Use salvaged, restored existing hardware where possible and new hardware to compliment existing hardware where hardware is missing or existing hardware is damaged or deteriorated so as to be unrestorable.
  - 1. Restored Existing Hardware: Restore all existing hardware to be reused.
  - 2. New Hardware: Provide new hardware and fasteners to match existing hardware and fasteners finish and functionality.
  - 3. Sash Locks: Restore any existing sash lifts where possible and new sash locks to match existing sash locks in material, configuration, size and finish where existing sash locks are missing or damaged so as to be non-restorable.
  - 4. Screws for Attaching Restored Existing Hardware: Provide new screws to match existing attachments in material, size and configuration.
- B. Hardware Restoration Materials:
  - 1. Non-metallic cleaning pads: Scotch-Brite pads, extra fine, manufactured by 3M Co. or approved equal.
  - 2. Wadding Cloth: "Never-Dull Magic Wadding Polish." Manufactured by the George Basch Co., Inc.
  - 3. Paste Wax for Cold Application: White or clear paste wax, mixtures of microcrystalline wax, carnuba wax, and mild solvent, in paste form, such as Trewax clear, or Butcher's Bowling Alley Paste Wax available from White Diamond Co. Do not use emulsion-type waxes or amber-tinted waxes.
  - 4. Thinner: Mineral spirits or turpentine.
  - 5. Lacquer: Clear, non-yellowing, acrylic emulsion, water-based coating, formulated with corrosion inhibitor benzotriazole, such as #11650 Eco-Borne clear lacquer as manufactured by GJ Nikolas & Co. Inc.
  - 6. Approved equal of the above in accordance with Division 01.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine the areas and conditions where window restoration is to be executed. Take all necessary field measurements. Notify the Owner of conditions detrimental to the proper and timely completion of the Work.
- B. Document all elements of windows to be restored for work of this Section, all elements that are to be removed, and all other window elements that will be in any way affected work of this Section. Show overall window elements and details of all damage or deterioration that might be considered as resulting from work of this Section. Key all notes to photographs clearly identifying portions of existing elements included in each photograph.
- C. Verify wall openings and adjoining water-resistive barrier materials are ready to receive wood windows.



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#### 3.02 REMOVAL

- A. General: Remove all window components that required removal for restoration or for proper installation.
  - 1. To minimize breakage, paint lines at the edges of window stops and parting strips must be cut/scribed first with a sharp knife before moldings are removed.
  - 2. Identify and label each component that is to be removed and repaired for reinstallation with window opening designator and location in jamb. Record numbers and locations of components.
  - 3. Remove adjacent elements as required to modify or replace elements of window jambs, heads, and sills that must be altered to accommodate new window sash. Use all care necessary to prevent damage or deterioration of elements removed and elements remaining in place. Restore or replace all elements damaged during work of this Section.
  - 4. Store removed elements to be reinstalled in a secure location safe from theft, damage, and deterioration.
  - 5. Protect window openings to prevent water entry or human intrusion.
  - 6. Glass Removal: All glass will be removed to accommodate sash restoration.
  - 7. Paint Removal: All paint will be removed from sash as needed to in order to insure successful adhesion of new paint.
    - a. All paint removal shall be executed in compliance with all applicable federal, state, and local regulations.
    - b. Steam or heat will be used to carefully remove the paint while limiting the damage to wood substrate.
  - 8. Hardware Removal: All hardware will be removed as needed in order to restore sash and hardware.
    - a. Scribe paint around hardware so that removal of hardware does not splinter adjacent wood. Remove paint from hardware so that any screws may be loosened.

#### 3.03 REPAIRS

- A. General: Provide dutchman repairs where wood is structurally compromised. Wood repairs will not be made for aesthetic purposes. Dutchman repairs shall provide continuous smooth surfaces matching planes and profiles of wood members being repaired. Dutchman shall match wood being repaired in specie and cut.
- B. Preparation: Neatly cut out existing opening as required to provide a prismatic void. Wherever possible create voids that will provide mechanical attachments as in dovetails. The amount of wood removed should be minimized but the amount should include all damaged wood and extend just past damaged wood to prevent spread of any fungus contained therein. Cut away area will provide ample glue surface.
- C. Dutchman: Cut dutchman to exactly fit void, with exposed portion matching original profile of woodwork and just slightly proud of original surface. Orient grain of dutchman parallel to grain of element being patched. Where deterioration or loss at end of component required dutchman repair, use a diagonal scarf joint for end to end joint between dutchman and remaining portion of component.



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- D. Installation: Clean glue surfaces with acetone or denatured alcohol. Insert dutchman using specified adhesive and clamp in place until glue is set. Where clamping is not feasible, use small brads; remove brads and fill holes until after adhesive has set.
- E. Surfacing: Plane or scrape dutchman to provide smooth continuous surface coplanar with adjacent wood. Do not damage or alter profile or finish of adjacent wood.
- F. All repairs should be prepared to receive paint to match existing.
- G. Dutchman repairs should only be used where small areas are damaged and repairing the wood is more practical than completely replacing the window component.

#### 3.04 COMPONENT REPLACEMENT

- A. General: Fabricate new components for any components that are deteriorated in entirety and cannot be otherwise repaired.
- B. In kind replacement: Except as specifically indicated otherwise, provide replacement elements of same specie with configurations, profiles, dimensions, and joinery exactly matching those existing elements.
  - 1. Profiles: Remove coatings from profiles of existing elements before recording profiles to produce molding cutters to match existing profiles.
- C. Machining and Surfacing: Machine and surface all new and replacement wood elements to provide smooth even surfaces without saw marks or plane marks. Wood with surface irregularities, including but not limited to scratches, saw marks, and plane knife marks, visible after finish has been applied will be rejected and shall be replaced with properly finished wood elements at no additional cost.

#### 3.05 INSTALLATION

- A. Install window components in accordance with ASTM E2112.
- B. Where indicated on Drawings, attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
- C. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances and alignment with adjacent work.
- D. Install sills, stools, aprons, and sash at locations indicated by Drawings.
  - 1. Sash Installation: Install new and restored sash where indicated by Drawings. At completion of installation, windows shall be complete with all components and with unblemished paint and finish coats. All operating sash shall function smoothly over entire height, and weatherstripping, if specified, shall provide weatherproof seal.
  - 2. Sash Hardware: Install any hardware on restored sash in the same locations originally. Adjust sash locks for easy operation and firm, secure locking.
  - 3. Weatherstripping: Where indicated, install weatherstripping following manufacturer's requirements to ensure smooth operation and weathertight closure.
- E. Set sill members and sill flashing in continuous bead of sealant.



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#### **3.06 TOLERANCES**

- A. Maximum Variation from Level or Plumb: 1/16 inch per 3 ft (1.6 mm per m) non-cumulative or 1/8 inch per 10 ft (3.2 mm per 3 m), whichever is less.

#### **3.07 ADJUSTING**

- A. Adjust hardware for smooth operation and secure weathertight closure.

#### **3.08 GLAZING**

- A. General: Re-glaze all window lites as indicated on Drawings. Glazing points shall be used to set glass.
- B. Clean glass prior to glazing with non-ammoniated formula before installation.
- C. Panes with fractures shall be replaced in kind.

#### **3.09 CLEANING**

- A. Remove protective material from factory finished surfaces.
- B. Clean interior and exterior surfaces promptly after installation. Take care to avoid damage to protective coatings and finishes.
- C. Wash surfaces by method recommended and acceptable to window manufacturer; rinse and wipe surfaces clean.
- D. Remove excess glazing sealant by moderate use of mineral spirits or other solvent acceptable to sealant manufacturer.
- E. Use only cleaners which do not contain ammonia.

#### **3.10 PAINTING**

- A. General: Paint and finish new and restored elements of frames and trim to match original finishes as indicated on Drawings. Prime and sash in controlled environment according to manufacturer's instructions.
- B. Prepare substrates for repairs by hand sanding.
- C. After substrate is sanded, vacuum all surfaces and remove remaining dust with damp dust-free cloth. Allow surfaces to dry completely before priming.
- D. Apply water repellant wood preservative to all surfaces of sash.
- E. Apply one coat of alkyd or 100% acrylic primer to all surfaces of the sash including putty beds (shellac based paint cannot be applied over glazing). On all window sash, extend primer and paint 1/16 inch onto glass to seal glazing. If sash is operable, it is important to paint bottom edge to prevent water intrusion.
- F. Lightly sand surfaces after the primer has dried and clean of all dust.
- G. Apply two topcoats of premium quality 100% acrylic paint to all surfaces. Color to match existing exactly unless otherwise specified.
- H. Immediately after installation touch-up any disturbed areas of paint.



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### **3.11 HARDWARE RESTORATION**

- A. Where possible, restore and reuse existing hardware.
- B. Remove lacquer coatings with acetone or lacquer thinner.
- C. Stripe paint coatings by dipping in chemical paint stripper.
- D. After removal of paint and other coatings, thoroughly rinse in appropriate solvent and wipe dry with soft clothes.
- E. Replacement parts: Provide replacement parts, including operating parts and fasteners, matching original parts in metal and alloy, configuration, size, functionality and finish for all missing or damaged parts.
- F. Remove scratches and buff surfaces using like metal cleaning and polishing pads and polishing compound as necessary. Do not scratch finish with abrasive pads or wire brushes.
- G. Lubricate operating parts.
- H. Store units in protective packaging.
- I. Provide all missing fasteners for hardware.

### **3.12 PROTECTION**

- A. Protect windows from damage or deterioration until time of substantial completion.

**END OF SECTION**



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### SECTION 09 90 00 PAINTING AND COATING

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division Specification Sections, apply to this Section.

##### 1.02 SUMMARY

- A. This Section includes surface preparation and the field application of paint systems as specified at the end of this Section.
- B. Provide all labor, materials, and equipment necessary for Painting where shown on the contract drawings and specified herein including the following:
  - 1. Ferrous metal surfaces not galvanized or primed
  - 2. Galvanized metal surfaces
  - 3. Factory-primed metals
  - 4. Interior gypsum board walls, soffits, and ceiling surfaces
  - 5. Mechanical and/or electrical equipment without complete factory finish
  - 6. All surfaces of wood doors, including top, bottom and side edges
  - 7. All surfaces of metal door frames
  - 8. All surfaces of metal doors
  - 9. Exposed structural steel
  - 10. Interior surfaces of ducts visible through grilles and registers
  - 11. All exposed factory primed piping and vehicle service equipment
- C. Surface preparation.
- D. Field application of paints, stains, and other coatings.
- E. Paint all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated
- F. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Floors, unless specifically so indicated.
  - 6. Glass.
  - 7. Concealed pipes, ducts, and conduits.
- G. See Painting Schedule at end of this document.

##### 1.03 RELATED REQUIREMENTS

- A. Section 07 62 00 Sheet Metal Flashing and Trim
- B. Section 07 90 00 Joint Sealers



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C. Section 09 24 00 Cement Plastering

### 1.04 REFERENCE STANDARDS

- A. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2014.
- B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.
- C. GreenSeal GS-II - Paints and Coatings; 2013.
- D. Conform to ASTM D 16 for interpretation of terms used in this section.

### 1.05 DEFINITIONS

- A. VOC: Volatile Organic Compounds.
- B. Gloss Levels as follows, according to ASTM D523:
  - 1. Flat: Gloss Level 1 (not more than 5 units at 60 degrees and 10 units at 85 degrees).
  - 2. Low-Sheen: Gloss Level 3 (10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees).
  - 3. Semi-Gloss: Gloss Level 5 (35 to 70 units at 60 degrees).
  - 4. Gloss: Gloss Level 6 (70 to 85 units at 60 degrees) unless indicated otherwise.

### 1.06 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each type of product. Indicate preparation requirements and application instructions. Provide data on all finishing products, including VOC content.
- C. Samples: Submit three drawdown samples of selected colors for review.
  - 1. Provide samples on rigid backing, 8 inches square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for Location and application area.
- D. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and Schedules.
  - 2. VOC content.
- E. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.
- F. Certification: By manufacturer that all paints and coatings do not contain any of the prohibited chemicals specified; GreenSeal GS-II certification is not required but if provided shall constitute acceptable certification.
- G. Materials must be compliant with the VOC restrictions of specification section 01 6116 – Volatile Organic Compound (VOC) Content Restrictions.



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### **1.07 QUALITY ASSURANCE**

- A. Single-Source Responsibility: Provide primer, undercoat, and finish coat paint products as manufactured by a single manufacturer as part of a complete paint system.
- B. Material quality: Provide manufacturer's premium grade (eg highest quality) paint material for the various paint systems specified.
- C. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum five years of documented experience.
- D. Installer Qualifications: Company specializing in application of paints and coatings with minimum 5 years of experience.

### **1.08 REGULATORY REQUIREMENTS**

- A. Conform to applicable code requirements for products and finishes including
- B. Air Pollution Control District regulations and federal lead content laws.
- C. VOC Compliance regulations
- D. Conform to California Air Resources Board (CARB) Rules, especially 1113
- E. Woodworking Institute (W.I.).

### **1.09 MOCK-UP**

- A. See Section 01 40 00 - Quality Requirements, for general requirements for mock-up.
- B. Before proceeding with paint application, finish one complete surface of each color scheme required, clearly indicating selected colors, finish texture, materials and work quality. If approved, sample area will serve as a minimum standard for work throughout.
  - 1. Locate where directed.
  - 2. If approved, mock-up may remain as part of the Work.
- C. Color Samples
  - 1. Required for each type of paint material and color, four 8 /12 inch x 11 inch swatches, to be submitted to the Engineer for approval not less than 7 days prior to start of painting. For stain or natural finish on wood, samples shall be submitted on type and quality of wood used on the project as approved by the Engineer.
  - 2. Revise and resubmit each sample as requested by the Engineer until approval is achieved. Approved samples will become standards of color and finish for accepting or rejecting the work of this Section.
  - 3. Finish painting shall not commence until approved samples are on file at the job-site.

### **1.10 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in a dry, clean, and ventilated area, and as required by manufacturer's instructions.



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- D. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F or as otherwise recommended in paint manufacturer's written instructions.

**I.II FIELD CONDITIONS AND COORDINATION WITH OTHER WORK**

- A. Review other Sections of these Specifications in which prime paints are to be provided. Where requested by those trades performing Work in other Sections, provide information regarding paint products specified in this Section to ensure compatibility of overall painting system.
  - 1. Surface preparation, priming, and coats of paint specified in this Section are in addition to surface preparation and shop priming specified in other Sections of these Specifications.
  - 2. Where prime paints specified in other Sections of these Specifications are incompatible with prime or topcoats specified in these Section, provide barrier coats, or remove and reprime as required.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
  - 1. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
  - 2. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
  - 3. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
  - 4. Provide lighting level of 80 ft candles measured mid-height at substrate surface.



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#### 1.12 EXTRA MATERIALS

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Furnish extra materials from the same product run (batch mix) as materials applied and that are packaged for storage and identified with label describing contents.
- C. Quantity: Furnish an additional 5 percent, but not less than one gallon of each material and color applied.

## PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints and Stains:
  - 1. Benjamin Moore & Co: [www.benjaminmoore.com](http://www.benjaminmoore.com).
  - 2. Sherwin Williams: [www.sherwin-williams.com](http://www.sherwin-williams.com)
  - 3. Dunn Edwards Paints: [www.dunnedwards.com](http://www.dunnedwards.com).
- C. Substitutions: See Section 01 60 00 - Product Requirements.

#### 2.02 PAINTS AND COATINGS – GENERAL

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- C. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- D. Volatile Organic Compound (VOC) Content:
  - 1. Provide coatings that comply with the most stringent requirements specified in the 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
  - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- E. Color schedules as indicated on drawings.



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#### 2.03 ACCESSORY MATERIALS

- A. Elastomeric Sealant: Single-component, non-sag, paintable joint sealant complying with ASTM C 920 classifications as follows:
  - 1. Type: S (single component).
  - 2. Grade: NS (nonsag)
  - 3. Class: 12.5

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- D. Perform ph and moisture content tests on substrates where indicated by manufacturer.
- E. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- F. Test shop-applied primer for compatibility with subsequent cover materials.
- G. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Gypsum Wallboard: 12 percent.
  - 2. Plaster and Stucco: 12 percent.
  - 3. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
  - 4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
  - 5. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.
- H. Do not begin until unacceptable conditions have been corrected.
- I. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
  - 1. Portland Cement Plaster and Gypsum Plaster Substrates: Verify that plaster is fully cured.
  - 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
  - 3. Application of coating indicates acceptance of substrates and conditions.

#### 3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Clean surfaces thoroughly and correct defects prior to coating application.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- D. Remove surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.



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2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- E. Correct defects and clean surfaces which affect work of this section.
- F. Seal surfaces that might cause bleed through or staining of topcoat.
- G. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- H. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- I. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- J. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- K. Aluminum Surfaces to be Painted: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- L. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- M. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- N. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- O. Interior Wood Surfaces to Receive Stain and Transparent Sealer: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill holes and cracks after sealer has dried; sand lightly between coats. Stain entire surface. Prime concealed surfaces with transparent sealer.
- P. Exterior Cementitious Surfaces to be Painted: Remove dust, grit, and foreign matter. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- Q. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.
- R. Wood Substrates:
  1. Scrape and clean knots, and apply coat of knot sealer recommended in writing by topcoat manufacturer for use in paint system indicated.
  2. Sand surfaces that will be exposed to view and dust off.
  3. Prime edges, ends, faces, undersides, and backsides of wood immediately upon delivery to Project site.
  4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

### 3.03 PREPARATION – EXISTING PAINTED SUBSTRATES

- A. Exterior: Mechanically clean surface using high-pressure water-wash or other feasible means to remove dirt, contaminants, rust scale, and loose and peeling paint.



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1. Remove mildew with a solution of one part household bleach to three parts water, as required to leave an uncontaminated, clean surface. Where necessary, increase strength of solution and scrub with a soft bristle brush.
- B. Cement Plaster: Patch voids and cracks with elastomeric sealant, matching existing finish texture of surrounding cement plaster.
  1. Using wire brush or other suitable method, prepare surface of cracks required to obtain a firm surface.
  2. Cracks 1/64 to 1/32 Inch Wide: Apply elastomeric sealant system over area of crack.
  3. Cracks Wider Than 1/32 Inch: Rout out crack to dimensions of 1/4 inch wide by 1/4 inch deep. Flush crack out to remove all grinding dust. Install bond breaker tape at bottom surface to prevent three-point adhesion.
  4. In areas where existing paint adhesion problems occur, preform pH tests to assure acceptable pH level of 8 to 10 prior to application of paint.

#### 3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Sand wood and metal surfaces lightly between coats to achieve required finish.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
- H. Where previous paint coatings have been applied, test for adhesion of the substrate prior to application of new coatings. Remove any substrate that fails to adhere to the coatings below it. Sand surfaces to achieve uniform finish.

#### 3.04 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Paint shop-primed equipment, where indicated.
- B. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- C. Finish equipment, piping, conduit, and exposed duct work in utility areas in colors according to the color coding scheme indicated.
- D. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

#### 3.05 WORK QUALITY

- A. All materials shall be applied free from runs, sags, wrinkles, streaks, shiners, holidays, and brush marks.
- B. All materials shall be applied uniformly. If any reduction on the coating's viscosity is necessary, it shall be done in accordance with the manufacturer's label directions.



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- C. Carry all finish coats to natural breaks and transitions.
- D. Allow each coat to dry before re-coating, adjusting manufacturer's MINIMUM time recommendations between coats to job conditions.
- E. Apply each coat to achieve the specified dry film thickness per coat. Achieving the total system recommended dry mil thickness with application rates in excess of those recommended and fewer coats than specified will not be accepted.
- F. Apply each coat of paint slightly darker (or lighter depending on the finish color) than the preceding coat unless otherwise approved.
- G. Enamels and undercoats are to be sanded smooth prior to topcoating.
- H. Tops, bottoms, and sides of doors and garage doors are to be finished with the same number of coats as the face.
- I. Where spray application is used, backrolling should immediately follow. Spraying alone without backrolling is unacceptable. Wet film gauges are to be used after backrolling to insure acceptable wet film thickness.
- J. A quality control log, recording weather and surface conditions must be completed each day prior to beginning painting. Paint batches are to be recorded as used showing which building each is applied to and when.

#### 3.06 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

#### 3.07 PROTECTION

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.
- C. Tops, bottoms, and sides of all doors are to be finished with the same number of coats as the face.

#### 3.08 SCHEDULE - SURFACES TO BE FINISHED

- A. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically noted.
  - 2. Fire rating labels, equipment serial number and capacity labels.
  - 3. Stainless steel items.
  - 4. Ceramic Tile
  - 5. Casework
- B. Paint the surfaces described below under Schedule - Paint Systems.
  - 1. Mechanical and Electrical: Use paint systems defined for the substrates to be finished.
    - a. Paint all insulated and exposed pipes occurring in finished areas to match background surfaces, unless otherwise indicated.
    - b. Paint shop-primed items occurring in finished areas.
    - c. Paint interior surfaces of air ducts and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
    - d. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
  - 2. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.



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#### C. SCHEDULE - PAINT SYSTEMS

1. All exposed interior and exterior surfaces are to have a finished surface. Surfaces omitted from the following schedule but otherwise normally painted are assumed to be painted, request clarification from Architect for paint system to be used.
2. Exterior:
  - a. Exterior metal, (aluminum, ferrous with or without galvanizing):
    - 1) First Coat: Ultra Spec 500 D.T.M
    - 2) Second Coat: Ultra Spec 500 D.T.M., semi-gloss finish
    - 3) Third Coat: Ultra Spec 500 D.T.M., if needed, semi-gloss finish
  - b. Exterior metal, (aluminum or galvanized on roof):
    - 1) First Coat: Ultra Spec 500 D.T.M
    - 2) Second Coat: Ultra Spec 500 D.T.M., semi-gloss finish
    - 3) Third Coat: Ultra Spec 500 D.T.M., if needed, semi-gloss finish
  - c. Exterior Wood:
    - 1) First Coat: Ultra Spec N558 Acrylic blended latex Primer
    - 2) Second Coat: Ultra Spec Exterior, 100% Acrylic Semi-gloss finish
    - 3) Third Coat: 2406 Dulux Professional Ext. 100% Acrylic Semi-gloss Finish
  - d. Cement Plaster:
    - 1) Ultra Spec masonry acrylic sealer #608 100% acrylic system - Refer to Specification Section 09 24 00.
    - 2) Ultra Spec Elastomeric #360, low luster.
3. Interior:
  - a. Ferrous metal - semi-gloss enamel (SGE):
    - 1) First Coat: Ultra Spec D.T.M HP29 Direct-to Metal Primer and Finish
    - 2) Second Coat: 4216 High Performance Waterborne Acrylic SGE
    - 3) Third Coat: 4216 High Performance Waterborne Acrylic SGE
  - b. Gypsum drywall - semi-gloss enamel (SGE):
    - 1) First Coat: Ultra Spec 500 Primer N534
    - 2) Second Coat: Ultra Spec 500 N539 Acrylic, Semi-gloss interior wall and trim enamel
    - 3) Third Coat: Ultra Spec 500 N539 Acrylic, Semi-gloss interior wall and trim enamel.
  - c. Gypsum drywall at 'wet' areas - semi-gloss enamel (SGE):
    - 1) First Ultra Spec 500 Primer N534
    - 2) Second Coat: Ultra Spec 500 N539 Acrylic, semi-gloss interior wall and trim enamel.
    - 3) Third Coat: Ultra Spec 500 N539 Acrylic, semi-gloss interior wall and trim enamel.
  - d. Gypsum drywall - epoxy coating
    - 1) First Coat: Fresh Start N023 Acrylic
    - 2) Second Coat: Corotech Acrylic Epoxy V450
    - 3) Third Coat: Corotech Acrylic Epoxy V450
  - e. Gypsum drywall - egg shell enamel (ESE):
    - 1) First Coat: Ultra Spec 500 Primer N534
    - 2) Second Coat: Ultra Spec 500 N538 Acrylic, Eggshell Finish wall and trim enamel.
    - 3) Third Coat: Ultra Spec 500 N538 Acrylic, Eggshell Finish wall and trim enamel.
  - f. Wood:
    - 1) Manufacturer's standard stain for color selection by Architect.

#### D. SCHEDULE - LOCATIONS



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- a. Interior
  - 1) Hollow metal doors and frames: PTN-2E
  - 2) See finish schedule and interior elevations.
- b. Exterior
  - 1) See finish schedule and exterior elevations.

**END OF SECTION**



**SECTION 20 27 00**

**ON-SITE MOVING AND STORAGE**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division Specification Sections, apply to this Section.

**1.02 SUMMARY**

A. This Section includes the selective removal and on-site storage of items to include but not limited to the following:

1. Harrison Memorial Library – Interior Painting

i. Selective temporary removal and storage of wall art, computer equipment, and furniture; refer to drawings.

**1.03 PROJECT OVERVIEW**

A. The selected moving company will be responsible for packing, loading, relocating to another location on-site for temporary storage, as well as moving, unpacking, and replacing the items once painting is complete. The following tasks are included in this project:

1. Pack and wrap all items carefully and securely, using appropriate materials and techniques to protect them during moving and storage.

2. Label each item clearly with its location to ensure that it is put back in the correct location after return from the temporary storage location.

3. Load the items into the storage location, ensuring that they are arranged safely and securely to prevent any damage.

4. Move the items to the temporary storage location, using safe and efficient techniques and following all rules and regulations.

5. Unload the items at the temporary storage location, ensuring that they are placed in their correct location according to the labeling.

6. Store the items securely at the temporary location, ensuring that they are protected from damage and theft.



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7. Retrieve the items from the temporary storage location and move them back to the original location in the library once the painting is complete.
8. Unpack the items and remove all packaging materials, disposing of them appropriately.
9. Replace all items in their original locations. Re-hang all wall art securely.

**1.04 SUBMITTALS**

A. Qualification Data: For moving firm.

B. Schedule of Selective Moving Activities Indicating the Following:

1. Detailed sequence of packing and moving work, with starting and ending dates for each activity. Coordinate to avoid interruptions to Owner's on-site operations.
2. Locations of temporary protection and means of egress, including for staff affected by selective moving operations, if applicable.
3. Coordination of Owner's continuing occupancy of portions of the building and partial use of premises, if applicable.
4. Dust and noise control measures.

C. Inventory: After selective moving is complete, submit a list of items that have been moved and stored.

D. Pre-moving Photographs: Show existing conditions of site, including wall art, furnishings, and finish surfaces that might be misconstrued as damage caused by selective moving operations. Submit before Work begins.

**1.05 QUALITY ASSURANCE**

A. Moving Firm Qualifications: An experienced firm that has specialized in moving work similar in material and extent to that indicated for this Project.



**APPENDIX A:**  
**BID FORMS FOR SUBMITTAL**





CITY OF CARMEL-BY-THE-SEA  
DEPARTMENT OF PUBLIC WORKS

**BID COVER SHEET**

FOR

**2023 FACILITY RENOVATION PROJECTS  
Project Code 22-23-007**

Submit the following items unbound:

| <u>ITEM</u>   | <u>INCLUDED</u> |
|---|-----------------|
| 1. Bid Cover Sheet (this sheet)   | _____           |
| 2. Signed Bid Submission  | _____           |
| 3. Bid Schedule   | _____           |
| 4. Declaration of Bidder, Acknowledgement of<br>Addenda, and Example Projects | _____           |
| 5. References   | _____           |
| 6. Subcontractors List  | _____           |
| 7. Non-collusion Declaration  | _____           |
| 8. Debarment and Suspension Certification                                     | _____           |
| 9. Bid Bond   | _____           |
| 10. Certification of Worker's Compensation<br>Insurance                       | _____           |

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

By: \_\_\_\_\_  
Company Name Signature





CITY OF CARMEL-BY-THE-SEA  
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS  
FOR

**2023 FACILITY RENOVATION PROJECTS**  
**Project Code 22-23-007**

**BID PROPOSAL**

To the Honorable City Council  
City of Carmel-by-the-Sea  
City Clerk  
Eastside of Monte Verde  
Between Ocean and Seventh Avenues  
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for the lump sums and unit prices set forth in the following schedule.

BID APPROVAL:

\_\_\_\_\_  
PRINCIPAL/ OWNER

\_\_\_\_\_  
COMPANY

DATE: \_\_\_\_\_



**2023 FACILITY RENOVATION PROJECTS**  
**Project Code 22-23-007**

\_\_\_\_\_  
COMPANY

**BID SCHEDULE**

| Item No.  | Description   | Approx. Quantity | Unit               | Unit Price | Amount |
|---|---|------------------|--------------------|------------|--------|
| 1   | Mobilization and Demobilization   | 1                | LS                 |            | \$     |
| 2   | City Hall Roofing Replacement   | 1                | LS                 |            |        |
| 3   | Sunset Center Exterior Painting   | 1                | LS                 |            | \$     |
| 4   | Sunset Center Cottages Window Repair  | 1                | LS                 |            | \$     |
| 5   | Harrison Memorial Library Exterior Painting   | 1                | LS                 |            | \$     |
| 6   | Dry Rot Allowance   | 1                | SF                 | \$         | \$ TBD |
| 7   | HazMat Sampling, Testing, and Reporting   | 1                | LS                 |            | \$     |
| 8   | Record Drawings   | 1                | LS                 |            | \$     |
| BASE BID SUBTOTAL (SUBTOTAL A):                     |   |                  |                    |            | \$     |
| Additive Bid Items                                  |   |                  | \$                 |            |        |
| 9   | Harrison Memorial Library Interior Painting   | 1                | LS                 |            | \$     |
| ADDITIVE BID SUBTOTAL (SUBTOTAL B):                 |   |                  |                    |            | \$     |
| Deductive Bid Items                                 |   |                  | \$                 |            |        |
| 10  | Presidential Shake TL/AR Composition Shingle Roof (in lieu of wood shingles) at City Hall | 1                | LS                 |            | \$     |
| 11  | Landmark TL/AR Composition Shingle Roof (in lieu of wood shingles) at City Hall           | 1                | LS                 |            | \$     |
| DEDUCTIVE BID SUBTOTAL (SUBTOTAL C):                |   |                  |                    |            | \$     |
| GRAND TOTAL (SUBTOTAL A + SUBTOTAL B - SUBTOTAL C): |   |                  |                    |            | \$     |
| BASIS OF AWARD: (In Words)                          |   |                  | (In Figures)<br>\$ |            |        |

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.



**DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. \_\_\_\_\_, Class: \_\_\_\_\_, Expiration date: \_\_\_\_\_.

**THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN**

\_\_\_\_\_ COUNTY, CALIFORNIA, ON \_\_\_\_\_, 201\_\_\_\_.

Name of Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

\_\_\_\_\_  
Signature Printed Name and Title

**The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:**

**ADDENDA**

|          | <b><u>DATE RECEIVED</u></b> | <b><u>INITIAL</u></b> |
|----------|-----------------------------|-----------------------|
| 1. _____ | _____                       | _____                 |
| 2. _____ | _____                       | _____                 |
| 3. _____ | _____                       | _____                 |
| 4. _____ | _____                       | _____                 |

**EXAMPLE PROJECTS**

Bidder shall list at least three (3) jobs of a similar nature completed by Bidder's organization within the past three (3) years. (Please include Reference Contact Information on the following page.)

| Date Completed | Dollar Amount | Organization | Job Type | Project Location |
|----------------|---------------|--------------|----------|------------------|
|                |               |              |          |                  |
|                |               |              |          |                  |
|                |               |              |          |                  |



**REFERENCES**

List at least three (3) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

**ORGANIZATION**

|                |          |      |       |     |  |
|----------------|----------|------|-------|-----|--|
| Contact Person | Title    |      |       |     |  |
| Address        | P.O. Box | City | State | Zip |  |
| Phone Number   | Email    |      |       |     |  |

**ORGANIZATION**

|                |          |      |       |     |  |
|----------------|----------|------|-------|-----|--|
| Contact Person | Title    |      |       |     |  |
| Address        | P.O. Box | City | State | Zip |  |
| Phone Number   | Email    |      |       |     |  |

**ORGANIZATION**

|                |          |      |       |     |  |
|----------------|----------|------|-------|-----|--|
| Contact Person | Title    |      |       |     |  |
| Address        | P.O. Box | City | State | Zip |  |
| Phone Number   | Email    |      |       |     |  |

**REFERENCE CHECKS:**

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.



**SUBCONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

| Name of Subcontractor | California Contractor License Number | California DIR Registration Number | Location of Place of Business | Trade or Portion of Work  |
|-----------------------|--------------------------------------|------------------------------------|-------------------------------|---|
|                       |                                      |                                    |                               | <b>Hazardous Materials Remediation (Required)</b>                     |
|                       |                                      |                                    |                               | <b>Hazardous Materials Remediation Testing Consultant (Required)*</b> |
|                       |                                      |                                    |                               |   |
|                       |                                      |                                    |                               |   |
|                       |                                      |                                    |                               |   |
|                       |                                      |                                    |                               |   |
|                       |                                      |                                    |                               |   |

\*This project requires that the Contractor submit information with the Bid Proposal including firm name, licenses, and qualifications of the independent, third party Hazardous Materials Testing consulting firm that will be overseeing the HazMat remediation contractor.



**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [City], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company



**DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company



**BID BOND**

**(To be Submitted with Bid)**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Carmel-by-the-Sea** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **2023 FACILITY RENOVATION PROJECTS (Code 22-23-007)**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to ten percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by their duly authorized agents or representatives.

|  |
|--|
| <div style="text-align: center;">_____<br/><b>(Bidder/Principal Name)</b></div><br><div>By: _____<br/>(Signature)</div><br><div>_____</div> <div>(Typed or Printed Name)</div><br><div>Title: _____</div><br><div><b>(Attach Notary Public Acknowledgement of Principal's Signature)</b></div> |
|--|

|  |
|--|
| <div style="text-align: center;">_____<br/><b>(Surety Name)</b></div><br><div>By: _____<br/>(Signature of Attorney-In-Fact for Surety)</div><br><div>_____</div> <div>(Typed or Printed Name of Attorney-In-Fact)</div><br><div><b>(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)</b></div> |
|--|

|  |
|--|
| <div style="text-align: center;"><b>Contact name, address, telephone number and email address for notices to the Surety</b></div><br><div>_____<br/>(Contact Name)</div><br><div>_____<br/>(Street Address)</div><br><div>_____<br/>(City, State &amp; Zip Code)</div><br><div>(_____) _____ (_____) _____<br/>Telephone Fax</div><br><div>_____<br/>(Email address)</div> |
|--|



**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

3. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

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

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

\_\_\_\_\_  
(Company)



**APPENDIX B:**  
**SAMPLE CONTRACT,**  
**PERFORMANCE BOND,**  
**AND PAYMENT BOND**



## **SAMPLE CONTRACT**

### **CITY OF CARMEL-BY-THE-SEA AGREEMENT FOR CONTRACTOR SERVICES**

**Contractor name**  
**Project Service**  
**Contract #**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of \_\_\_\_\_, 20\_\_\_\_, between the City of Carmel-by-the-Sea, a municipal corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_, ("Contractor") whose current and valid Contractor's License # \_\_\_\_\_, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement will commence on \_\_\_\_\_ and will remain and continue in effect until tasks described herein are completed, but in no event later than \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Contractor must perform the tasks described and set forth in Exhibit "A," attached hereto and incorporated herein as though set forth in full. Contractor must complete the tasks according to the schedule of performance which is also set forth in Exhibit "A." Exhibit "A" may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor. ("Contract Documents".)

3. **PERFORMANCE**

(a) Contractor must at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

(b) Contractor must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and must comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor will be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and must post danger signs warning against known or reasonably foreseeable or unusual hazards.

(c) Contractor acknowledges that it is familiar with City's policies for the protection of trees and agrees to take all reasonable precautions to protect trees not subject to trimming or removal from damage which might be cause during the work to be performed. (See Carmel-by-the-Sea Municipal Code Chapter 12.28).

(d) At all times during the term of this Agreement, Contractor must have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

(e) The Contractor will obtain a valid City Business License and must maintain said Business License for the term of this Agreement and any extensions thereof.

(f) Contractor will keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor must at all times observe and comply with all such laws and regulations. City, its officers and employees, will not be liable at law or in equity occasioned by failure of Contractor to comply



with this Section. Contractor further agrees to indemnify and hold City, its officers and employees harmless for any such violation of law or regulation, as further set out under paragraph 11 of this agreement.

(g) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

(h) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf may refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Contractor acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

(i) Contractor must maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "D" attached to and part of this agreement. To insure performance, Contractor and any subcontractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the Contract.

(j) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Carmel-by-the-Sea in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Carmel-by-the-Sea will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section will be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

#### 4. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "E" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement will take precedence over those contained in the Contractor's proposals.

#### 5. CITY MANAGEMENT

The Public Works Director or Project Manager will represent City in all matters pertaining to the administration of this Agreement, review and approve of all products submitted by Contractor. However, the Public Works Director nor the Project Manager will not have the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Administrator or his designee, will be authorized to act on City's behalf and to execute all necessary change order documents which enlarge the Tasks to Be Performed, or change Contractor's compensation subject to Section 6 hereof.

#### 6. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "B", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount may not exceed \_\_\_\_\_ (\$\_\_\_\_\_) which sum will include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.



(b) The City Administrator's Contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any Contract amendments that exceed the total threshold, require City Council approval. Any Contracts, including Contract amendments that exceed the total threshold, which have not received prior City Council approval, will be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices must be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment will be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it will give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

#### 7. INSPECTION

City may at all times have the right to inspect the work and materials supplied by Contractor. Contractor will furnish all reasonable aid and assistance required by City for the proper examination of the work, materials and parts thereof. Such inspection will not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications of the Contract or any modifications thereof and in compliance with the law.

#### 8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of intention to terminate. Upon receipt of said notice, the Contractor must immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination will not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City will pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is consistent with the provisions of the Contract Documents. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 6(c).

#### 9. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement will constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City will have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it will not be considered a default.

(b) In the event that the City Administrator or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she may cause to be served upon Contractor a written notice of the default. Contractor will have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City will have the right, but not the obligation, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

#### 10. OWNERSHIP OF DOCUMENTS

(a) Contractor must maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor must maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records must be maintained in accordance with generally accepted accounting principles and must be clearly identified and readily accessible. Contractor must provide free



access to the representatives of City or its designees at reasonable times to such books and records; must give City the right to examine and audit said books and records at \_\_\_\_\_; will permit City to make copies and transcripts there from as necessary; and must allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, will be maintained at the City of Carmel-by-the-Sea City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement will become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor will make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

#### 11. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor must indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor will bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor will not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor must indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and will survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor will not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.



12. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor must immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and must indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

13. INSURANCE

(a) Contractor must submit and maintain prior to the beginning of and for the duration of this Agreement insurance coverage covering the Contractor and designating the City, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It must be stated, in the Additional Insured Endorsement, that Contractor's insurance policies will be primary as respects any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants will be non-contributory. The Additional Insured Endorsement will not apply to the Professional Liability Insurance.

General Liability:

|                                     |             |
|-------------------------------------|-------------|
| a. General Aggregate                | \$2,000,000 |
| b. Products Comp/Op Aggregate       | \$2,000,000 |
| c. Personal & Advertising Injury    | \$1,000,000 |
| d. Each Occurrence                  | \$1,000,000 |
| e. Fire Damage (any one fire)       | \$ 50,000   |
| f. Medical Expense (any one person) | \$ 5,000    |

Workers' Compensation:

|                               |                  |
|-------------------------------|------------------|
| a. Workers' Compensation      | Statutory Limits |
| b. EL Each Accident           | \$1,000,000      |
| c. EL Disease - Policy Limit  | \$1,000,000      |
| d. EL Disease - Each Employee | \$1,000,000      |

Automobile Liability

|                                       |             |
|---------------------------------------|-------------|
| a. Any vehicle, combined single limit | \$2,000,000 |
|---------------------------------------|-------------|

(b) Other Insurance Requirements

(1) All insurance required under this Agreement must be written by an insurance company admitted to do business in California with a current A.M. Best rating of no less than A: VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

(2) Each insurance policy required by this Agreement must be endorsed to state that CITY must be given notice in writing at least thirty (30) days in advance of any cancellation thereof, except CITY must be given TEN (10) days' notice for nonpayment of the premium.

(3) The general liability and auto policies must:

(a) Provide an endorsement naming CITY, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent.

(b) Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by CITY.

(c) Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.



(d) Provide for a waiver of any subrogation rights against CITY via an ISO CG 24 01 10 93 or its equivalent.

(e) Prior to the start of work under this Agreement Contractor must file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Administrator. Contractor must file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

(f) The Contractor must immediately advise the City of any litigation and/or open claims that may affect these insurance policies.

14. INDEPENDENT CONTRACTOR

(a) Contractor is and will at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor will at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents may have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor may not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor may not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits will be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City will not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City will not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or subcontractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, will be considered employees or subcontractors of Contractor only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or subcontractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or subcontractors, while so engaged in any of the work or services provided for or rendered herein will not be City's obligation.

15. PREVAILING WAGE

(a) Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to City for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

(b) Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website: <http://www.dir.ca.gov/OPRL/dprewagedetermination.htm>.

(c) Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City's Department of Public Works and available to Contractor and any other interested party upon request.

(d) Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code §



1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

(e) Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to City for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

(f) Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

(g) Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a) and the payroll record keeping requirements of Labor Code Section 1776. City hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>.

(h) Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code section 1725.5. Contractor must obtain proof of such registration from all such subcontractors."

(i) If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

#### 16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, may have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

#### 17. CONFLICT OF INTEREST

(a) Contractor must at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

(b) Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or may acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest may be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not Contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or



partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its subcontractors will provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

(c) If City determines Contractor comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Contractor must complete and file and must require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

18. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement will not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

19. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement will be considered confidential and may not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, may not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor must promptly notify City, though the City Attorney's office, should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with the City and City Attorney's office and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City or the City Attorney's office to control, direct, or rewrite said response.

20. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: \_\_\_\_\_  
\_\_\_\_\_

To Contractor: \_\_\_\_\_  
\_\_\_\_\_

21. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement may be construed to create, and the parties do not intend to create, any rights in third parties.



22. ASSIGNMENT

Contractor may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

23. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California will govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement will take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive persona and in rem jurisdiction and venue of the aforementioned courts.

24. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action may be entitled to a reasonable attorney's fee which may be fixed by the judge, mediator or arbitrator hearing the case, and such fee will be included in the judgment together with all costs.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and will be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. CLAYTON AND CARTWRIGHT ACT ASSIGNMENTS.

In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor will be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.



29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement will remain in effect.

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

**CITY OF CARMEL-BY-THE-SEA:**

By: \_\_\_\_\_  
City Administrator

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

**CONTRACTOR:**

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

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

**ATTEST:**

By: \_\_\_\_\_  
Nova Romero, MMC, City Clerk

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Brian A. Pierik, City Attorney

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



**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

PREMIUM: \_\_\_\_\_

WHEREAS, The City of Carmel-by-the-Sea, (hereinafter designated as "Obligee") and \_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, and identified as project

\_\_\_\_\_ is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and \_\_\_\_\_ as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of Fifty Thousand Dollars (\$ 50,000) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees as determined by the Court, incurred by obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the Plans or Specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

By \_\_\_\_\_

PRINCIPAL

By: \_\_\_\_\_

PRINCIPAL

By: \_\_\_\_\_

ATTORNEY-IN-FACT



**PAYMENT (LABOR AND MATERIALS) BOND**

BOND NO.:

---

KNOW ALL MEN/WOMEN BY THESE PRESENCE that we, \_\_\_\_\_ as  
Principal (also referred to herein as "Contractor"), and \_\_\_\_\_ as  
Surety, are held and firmly bound unto City of Carmel-by-the-Sea, hereinafter called  
"OWNER," in the sum of

Fifty Thousand Dollars (\$ 50,000) for the payment of which sum, well and truly to be made, we  
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded  
and is about to enter into the annexed Contract with the City of Carmel-by-the-Sea for the On-  
Call Tree Maintenance Services, in accordance with OWNER's Call for Bids documents and  
Principal's Bid Dated \_\_\_, and to which reference is hereby made for all particulars, and  
is required by said City of Carmel-by-the-Sea to give this bond in connection with the execution  
of said Contract;

NOW, THEREFORE, if said Contractor, its Subcontractors, its heirs, executors,  
administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions,  
equipment, or other supplies used in, upon, for or about the performance of the WORK  
contracted to be done under the Contract, or (b) for any work or labor thereon of any kind  
contracted to be done under the Contract, or (c) for amounts due under the Unemployment  
Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any  
amounts required to be deducted, withheld, and paid over to the Employment Development  
Department from the wages of employees of the Contractor and its Subcontractors under  
Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in  
each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of  
the State of California and acts amendatory thereof, and sections of other codes of the State of  
California referred to therein and acts amendatory thereof, and provided that the persons,  
companies, corporations or other entities so furnishing said materials, provisions, provender,  
equipment, or other supplies, appliances, or power used in, upon, for, or about performance of  
the Work contracted to be executed or performed, or any person, company, corporation or entity  
renting or hiring implements or machinery or power for or contributing to said Work to be done,  
or any person who performs work or labor upon the same, or any person, company, corporation  
or entity who supplies both work and materials therefor, shall have complied with the provisions  
of said laws, then said Surety will pay in full the same in an amount not exceeding the sum  
hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable  
attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all  
persons named in Section 9100 of the Civil Code of the State of California so as to give a right  
of action to them or their assigns in any suit brought upon this bond.



PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

|                                   |                                   |
|-----------------------------------|-----------------------------------|
| _____<br>Surety                   | _____<br>Principal                |
| By: _____                         | By: _____                         |
| _____<br>Print Name/Title         | _____<br>Print Name/Title         |
| _____<br>Address                  | _____<br>Address                  |
| (_____) _____<br>Telephone Number | (_____) _____<br>Telephone Number |
| _____<br>Email Address            | _____<br>Email Address            |

**NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.**



**APPENDIX C**

**HAZARDOUS MATERIALS  
TESTING RESULTS**

**CITY OF  
CARMEL-BY-THE-SEA**



**APPENDIX C.1**

**HAZARDOUS MATERIALS TESTING RESULTS**

**AT**

**CITY HALL**

**CITY OF CARMEL-BY-THE-SEA**





November 23, 2022

Mr. Robert Harary, PE  
Director of Public Works  
City of Carmel by the Sea  
P.O. Box CC  
Carmel-by-the-Sea, CA 93921

Via email:  
[rhary@ci.carmel.ca.us](mailto:rhary@ci.carmel.ca.us)  
[diane@ausonio.com](mailto:diane@ausonio.com)

Re: Asbestos and Lead Testing for the Reroofing Project at Carmel City Hall Located at Monte Verde Street, 2 Northeast of 7<sup>th</sup> Avenue in Carmel, California.  
M<sup>3</sup> Project No. 22407.0 Task 1

Dear Mr. Harary:

At your request, M<sup>3</sup> Environmental LLC (M<sup>3</sup>) conducted an inspection for suspect asbestos-containing material (ACM) and lead containing paint (LCP) for the reroofing project at Carmel City Hall located at Monte Verde Street, 2 NE of 7<sup>th</sup> Avenue in Carmel, California. It is to M<sup>3</sup>'s understanding that sampling was requested preceding reroofing of the building.

The inspection was performed on October 21, 2022, by Mr. Luke Somsel, California Department of Public Health (CDPH) Certified Lead in Construction Sampling Technician No. 9753, and Environmental Technician with M<sup>3</sup>, under the direction of Mr. Chris Gatward, CAC No. 92-0216.

The asbestos inspection was performed to meet the requirements of the Monterey Bay Air Resources District (MBARD) and the California Occupational Safety and Health Administration (Cal-OSHA) asbestos construction standard. The lead inspection was performed to meet the requirements of the Cal/OSHA lead standard and EPA disposal requirements.

### **Building Description**

Exterior finishes in the area of concern consisted of composition shingle and thermoplastic polyolefin (TPO) roofing, with metal flashing and nailed-down penetrations.

### **Sampling and Analysis**

#### **Asbestos**

A total of 10 ACM bulk samples were collected and analyzed by PLM using the EPA Method (600/R-93/116, July 1993) "Method for the Determination of Asbestos in Bulk Building Materials". Results of analysis are presented as estimated percentages of asbestos by type (e.g., amosite, chrysotile, crocidolite), as well as types of non-asbestos fibrous materials identified or non-detect (ND).

#### **Lead**

A total of two paint chips or bulk samples were collected and analyzed for lead. The samples were analyzed in accordance with EPA Method-SW 846-7420 FAA. Results are presented in percent lead by weight (wt%) for paint, parts per million (ppm) for bulk, and below the reporting limit (BRL) if non-lead containing.

All samples were analyzed by EMC Labs, Inc. in Phoenix, Arizona.

### **Results**

The laboratory results of the materials sampled during the field investigation are included in the attached appendices.



Asbestos

| Material No. | Material Description                     | Material Location | Asbestos Content |
|--------------|--|-------------------|------------------|
| 1            | Gray composition shingle – shallow pitch | Roof              | ND               |
| 2            | Vapor barrier under composition shingle  | Roof              | ND               |
| 3            | Gray flashing mastic                     | Roof              | ND               |
| 4            | Gray composition shingle – steep pitch   | Roof              | ND               |
| 5            | Gray TPO with mastic                     | Roof              | ND               |

Lead

| Sample No. | Color | Substrate | Component | Lead Content |
|------------|-------|-----------|-----------|--------------|
| L1         | Cream | Wood      | Fascia    | BRL          |
| L2         | Cream | Metal     | Flashing  | BRL          |

Conclusions/Recommendations

- None of the materials tested were determined to contain detectable concentrations of asbestos or lead.
- If any other suspect ACM or LCP not identified in this report is found during any renovation or demolition, work should cease and additional sampling and analysis should be performed.

Limitations

A reasonable effort is made by M<sup>3</sup> personnel to locate and sample suspect materials. However, for any facility the existence of unique or concealed hazardous material debris is a possibility. M<sup>3</sup> does not warrant, guarantee or profess to have the ability to locate or identify all hazardous material in a facility. M<sup>3</sup>'s hazardous material testing, results are applicable for the time that testing was conducted and for the condition of surfaces at the time they were tested. During demolition/renovation operations, materials may be uncovered which were not identified during our assessment. Personnel in charge of demolition/renovations should be alerted to note materials uncovered during these operations, which differ substantially from those included in this assessment. M<sup>3</sup> does not guarantee or warrant that the areas surveyed are safe, nor does M<sup>3</sup>'s involvement in this property relieve the Owner of any continuing responsibility of providing a safe environment. M<sup>3</sup> is not, and has no responsibility as a generator, operator, treater, storer, transporter or disposer of hazardous materials or waste found or identified as a result of M<sup>3</sup>'s work.

Thank you for the opportunity to perform these services for you. Please call M<sup>3</sup> at 831.649.4623 with any questions.

Sincerely,  
M<sup>3</sup> Environmental LLC



Luke Somsel  
Environmental Technician



Chris Gatward  
Principal  
California CAC No. 92-0216



Attachments:

Appendix A – Asbestos Laboratory Results and Chain of Custody

Appendix B – Lead Laboratory Results and Chain of Custody



**APPENDIX A**  
**ASBESTOS LABORATORY RESULTS**  
**AND**  
**CHAIN OF CUSTODY**



**EMC LABS, INC.**

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report  
**0281550**

**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

|               |                                 |                |                  |
|---------------|---------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.          | Job# / P.O. #: | 22407.0          |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100  | Date Received: | 10/24/2022       |
|               | MONTEREY CA 93940               | Date Analyzed: | 10/27/2022       |
| Collected:    | 10/21/2022                      | Date Reported: | 10/27/2022       |
| Project Name: | CITY OF CARMEL-CARMEL CITY HALL | EPA Method:    | EPA 600/R-93/116 |
| Address:      | REROOFING PROJECT-ACM/Pb RENO   | Submitted By:  | LUKE SOMSEL      |
|               |                                 | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description        | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents              |
|---------------------|--------------------|---|----------------------|----------------------|---|
| 0281550-001<br>1A   |                    | LAYER 1<br>Composite Shingle, Gray/ Black | No                   | None Detected        | Fibrous Glass 15%                         |
|                     |                    |   |                      |                      | Carbonates<br>Quartz<br>Binder/Filler 85% |
|                     |                    | LAYER 2<br>Roofing, Black                 | No                   | None Detected        | Cellulose Fiber 40%                       |
|                     |                    |   |                      |                      | Carbonates<br>Gypsum<br>Binder/Filler 60% |
|                     |                    | LAYER 3<br>Roofing, Black                 | No                   | None Detected        | Fibrous Glass 15%                         |
|                     |                    |   |                      |                      | Carbonates<br>Quartz<br>Binder/Filler 85% |
|                     |                    | LAYER 1<br>Composite Shingle, Gray/ Black | No                   | None Detected        | Fibrous Glass 15%                         |
|                     |                    |   |                      |                      | Carbonates<br>Quartz<br>Binder/Filler 85% |
|                     |                    | LAYER 2<br>Roofing, Black                 | No                   | None Detected        | Cellulose Fiber 40%                       |
| 0281550-002<br>1B   |                    |   |                      |                      | Carbonates<br>Gypsum<br>Binder/Filler 60% |
|                     |                    | LAYER 3<br>Roofing, Black                 | No                   | None Detected        | Fibrous Glass 15%                         |
|                     |                    |   |                      |                      | Carbonates<br>Quartz<br>Binder/Filler 85% |
|                     |                    | Vapor Barrier, Gray                       | No                   | None Detected        | Synthetic Fiber 70%                       |
|                     |                    |   |                      |                      | Carbonates<br>Gypsum<br>Binder/Filler 30% |
|                     |                    |   |                      |                      |   |
|                     |                    | Vapor Barrier, Gray                       | No                   | None Detected        | Synthetic Fiber 45%                       |
|                     |                    |   |                      |                      | Carbonates<br>Quartz<br>Binder/Filler 55% |
|                     |                    |   |                      |                      |   |



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NVLAP#101926-0

|               |                                 |                |                  |
|---------------|---------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.          | Job# / P.O. #: | 22407.0          |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100  | Date Received: | 10/24/2022       |
|               | MONTEREY CA 93940               | Date Analyzed: | 10/27/2022       |
| Collected:    | 10/21/2022                      | Date Reported: | 10/27/2022       |
| Project Name: | CITY OF CARMEL-CARMEL CITY HALL | EPA Method:    | EPA 600/R-93/116 |
| Address:      | REROOFING PROJECT-ACM/Pb RENO   | Submitted By:  | LUKE SOMSEL      |
|               |                                 | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description        | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                             |            |
|---------------------|--------------------|---|----------------------|----------------------|--|------------|
| 0281550-005<br>3A   |                    | Flashing Mastic, Gray                     | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler                    | 100%       |
| 0281550-006<br>3B   |                    | Flashing Mastic, Gray                     | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler                    | 100%       |
| 0281550-007<br>4A   |                    | LAYER 1<br>Composite Shingle, Gray/ Black | No                   | None Detected        | Fibrous Glass<br>Carbonates<br>Quartz<br>Binder/Filler   | 15%<br>85% |
|                     |                    | LAYER 2<br>Roofing, Black                 | No                   | None Detected        | Cellulose Fiber<br>Carbonates<br>Gypsum<br>Binder/Filler | 40%<br>60% |
|                     |                    | LAYER 3<br>Roofing, Black                 | No                   | None Detected        | Fibrous Glass<br>Carbonates<br>Quartz<br>Binder/Filler   | 15%<br>85% |
| 0281550-008<br>4B   |                    | LAYER 1<br>Composite Shingle, Gray/ Black | No                   | None Detected        | Fibrous Glass<br>Carbonates<br>Quartz<br>Binder/Filler   | 15%<br>85% |
|                     |                    | LAYER 2<br>Roofing, Black                 | No                   | None Detected        | Cellulose Fiber<br>Carbonates<br>Gypsum<br>Binder/Filler | 40%<br>60% |
|                     |                    | LAYER 3<br>Roofing, Black                 | No                   | None Detected        | Fibrous Glass<br>Carbonates<br>Quartz<br>Binder/Filler   | 15%<br>85% |



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**0281550**

**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

|               |                                 |                |                  |
|---------------|---------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.          | Job# / P.O. #: | 22407.0          |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100  | Date Received: | 10/24/2022       |
|               | MONTEREY CA 93940               | Date Analyzed: | 10/27/2022       |
| Collected:    | 10/21/2022                      | Date Reported: | 10/27/2022       |
| Project Name: | CITY OF CARMEL-CARMEL CITY HALL | EPA Method:    | EPA 600/R-93/116 |
| Address:      | REROOFING PROJECT-ACM/Pb RENO   | Submitted By:  | LUKE SOMSEL      |
|               |                                 | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents          |      |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|---------------------------------------|------|
| 0281550-009<br>5A   |                    | LAYER 1<br>TPO, Gray               | No                   | None Detected        | Synthetic Fiber                       | 25%  |
|                     |                    |                                    |                      |                      | Carbonates<br>Gypsum<br>Binder/Filler | 75%  |
|                     |                    | LAYER 2<br>Mastic, Gray            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler | 100% |
|                     |                    |                                    |                      |                      |                                       |      |
| 0281550-010<br>5B   |                    | LAYER 1<br>TPO, Gray               | No                   | None Detected        | Synthetic Fiber                       | 25%  |
|                     |                    |                                    |                      |                      | Carbonates<br>Gypsum<br>Binder/Filler | 75%  |
|                     |                    | LAYER 2<br>Mastic, Gray            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler | 100% |
|                     |                    |                                    |                      |                      |                                       |      |



Analyst - Matt Kettler



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.



# CHAIN OF CUSTODY

EMC Labs, Inc.  
9830 S. 51<sup>ST</sup> St., Ste B-109  
Phoenix, AZ 85044  
(800) 362-3373 Fax (480) 893-1726

Appendix C: Hazmat Info, Page 9

**LAB#:** 281550

**TAT:** 3 Days

**Rec'd:** OCT 24 P.M.

COMPANY NAME: M3 Environmental Cons.  
9821 Blue Larkspur Ln, Ste 100  
Monterey, CA 93940  
 CONTACT: Luke Somsel  
 Phone/Fax: (831) 649-4623  
 Email: luke@m3environmental.com

BILL TO: \_\_\_\_\_  
 (If Different Location)

Now Accepting: **VISA – MASTERCARD**

Price Quoted: \$ \_\_\_\_\_ / Sample \$ \_\_\_\_\_ / Layers

**COMPLETE ITEMS 1-4:** (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. **TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

\*\*\*\*Prior confirmation of turnaround time is required

\*\*\*\*Additional charges for rush analysis (please call marketing department for pricing details)

\*\*\*\*Laboratory analysis may be subject to delay if credit terms are not met

2. **TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]

3. **DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]  
 (If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

| 4. <b>Project Name:</b> <u>City of Carmel - Carmel City Hall Reroofing Project - ACM Pb reno</u> |                    |                                       |                           |                                 |   |
|--|--------------------|---------------------------------------|---------------------------|---------------------------------|---|
| <b>P.O. Number:</b> _____  |                    | <b>Project Number:</b> <u>22407.0</u> |                           |                                 |   |
| EMC<br>SAMPLE #  | CLIENT<br>SAMPLE # | DATE & TIME<br>SAMPLED                | LOCATION/MATERIAL<br>TYPE | Samples<br>Accepted<br>Yes / No | AIR SAMPLE INFO / COMMENTS<br>ON OFF FLOW<br>RATE |
| <u>1</u>   | <u>1A</u>          |                                       | PLEASE SEE ATTACHED LOG   | <u>Y</u> N                      |   |
| <u>5</u>   | <u>5</u>           |                                       | <u>10</u>                 | <u>Y</u> N                      |   |
| <u>10</u>  | <u>5B</u>          |                                       |                           | <u>Y</u> N                      |   |
|  |                    |                                       |                           | <u>Y</u> N                      |   |
|  |                    |                                       |                           | <u>Y</u> N                      |   |
|  |                    |                                       |                           | <u>Y</u> N                      |   |
|  |                    |                                       |                           | <u>Y</u> N                      |   |
|  |                    |                                       |                           | <u>Y</u> N                      |   |
|  |                    |                                       |                           | <u>Y</u> N                      |   |
|  |                    |                                       |                           | <u>Y</u> N                      |   |
|  |                    |                                       |                           | <u>Y</u> N                      |   |
|  |                    |                                       |                           | <u>Y</u> N                      |   |
|  |                    |                                       |                           | <u>Y</u> N                      |   |
|  |                    |                                       |                           | <u>Y</u> N                      |   |

**SPECIAL INSTRUCTIONS:**

Sample Collector: (Print) Luke Somsel

(Signature) [Signature]

Relinquished by: Luke Somsel

Date/Time: 10/21/22 1700

Received by: Diana Federico

Date/Time: 10/24/22 940

Relinquished by: Diana Federico

Date/Time: 10/24/22 1200

Received by: [Signature]

Date/Time: 10/24/22 1200

Relinquished by: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Received by: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\*\* In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

Rev. 09/01/08



Client: City of Carmel  
 Project Name: ACM Pb  
 Site Address: Carmel City Hall  
 Building: \_\_\_\_\_  
 Project No. 22407.0 Task \_\_\_\_\_

Sample Date: 20/21/22  
 Inspector: Luke Somsel  
 CAC No. \_\_\_\_\_  
 SST No. \_\_\_\_\_

| Sample No. | Building / Floor | Area No. | Area Name | Material Description                     | Estimated Quantity |    |  | Notes |
|------------|------------------|----------|-----------|--|--------------------|----|--|-------|
| 1 1A       |                  |          |           | Gray composition shingle (shallow pitch) |                    | SF |  |       |
|            |                  |          |           |  |                    | LF |  |       |
|            |                  |          |           |  |                    | EA |  |       |
| 2 1B       |                  |          |           |  |                    | SF |  |       |
|            |                  |          |           |  |                    | LF |  |       |
|            |                  |          |           |  |                    | EA |  |       |
| 3 2A       |                  |          |           | Vapor barrier under composition shingle  |                    | SF |  |       |
|            |                  |          |           |  |                    | LF |  |       |
|            |                  |          |           |  |                    | EA |  |       |
| 4 2B       |                  |          |           |  |                    | SF |  |       |
|            |                  |          |           |  |                    | LF |  |       |
|            |                  |          |           |  |                    | EA |  |       |
| 5 3A       |                  |          |           | Gray Flashing Mastic                     |                    | SF |  |       |
|            |                  |          |           |  |                    | LF |  |       |
|            |                  |          |           |  |                    | EA |  |       |
| 6 3B       |                  |          |           |  |                    | SF |  |       |
|            |                  |          |           |  |                    | LF |  |       |
|            |                  |          |           |  |                    | EA |  |       |
| 7 4A       |                  |          |           | Gray composition shingle (steep pitch)   |                    | SF |  |       |
|            |                  |          |           |  |                    | LF |  |       |
|            |                  |          |           |  |                    | EA |  |       |
| 8 4B       |                  |          |           |  |                    | SF |  |       |
|            |                  |          |           |  |                    | LF |  |       |
|            |                  |          |           |  |                    | EA |  |       |
| 9 5A       |                  |          |           | Gray TPO with mastic                     |                    | SF |  |       |
|            |                  |          |           |  |                    | LF |  |       |
|            |                  |          |           |  |                    | EA |  |       |
| 10 5B      |                  |          |           |  |                    | SF |  |       |
|            |                  |          |           |  |                    | LF |  |       |
|            |                  |          |           |  |                    | EA |  |       |

ACP - Acoustic ceiling panel  
 ACT - Acoustic ceding tile  
 CT - Ceramic tile  
 CWT - Ceramic wall tile

CFT - Ceramic floor tile  
 CMU - Concrete Masonry Unit  
 CWT - Ceramic Wall Tile  
 HVAC - Heating Ventilation Air Condition

O.D. - Outsider Diameter  
 PM - Penetration Mastic  
 RSF - Resilient Sheet Flooring  
 SAACM - Spray Applied Acoustic Ceiling Material

SU - Sink Undercoating  
 TSI - Thermal System Insulation  
 VBB - Vinyl Baseboard  
 VFT - Vinyl floor tile

WB/JC - wallboard/joint compound (composite)  
 T&G - Tar and gravel



**APPENDIX B**

**LEAD LABORATORY RESULTS**  
**AND**  
**CHAIN OF CUSTODY**





9830 South 51<sup>st</sup> Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726  
[emclab@emclabs.com](mailto:emclab@emclabs.com)

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|  |                        |                                   |                        |   |                      |
|--|------------------------|-----------------------------------|------------------------|---|----------------------|
| <b>EMC LAB #:</b> L94085   |                        | <b>DATE RECEIVED:</b> 10/24/22    |                        |   |                      |
| <b>CLIENT:</b> M3 Environmental Consultants  |                        | <b>REPORT DATE:</b> 10/27/22      |                        |   |                      |
|  |                        | <b>DATE OF ANALYSIS:</b> 10/27/22 |                        |   |                      |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940            |                        | <b>P.O. NO.:</b>                  |                        |   |                      |
| <b>PROJECT NAME:</b> City of Carmel-Carmel City Hall Reroofing Project-<br>ACM Pb Reno |                        | <b>PROJECT NO.:</b> 22407.02      |                        |   |                      |
| <b>EMC #</b><br>L94085-  | <b>SAMPLE DATE /22</b> | <b>CLIENT SAMPLE #</b>            | <b>DESCRIPTION</b>     | <b>REPORTING LIMIT</b><br>(%Pb by weight) | <b>%Pb BY WEIGHT</b> |
| 1  | 10/21                  | L1                                | Cream/Wood/Fascia/E    | 0.031                                     | BRL                  |
| 2  | 10/21                  | L2                                | Cream/Metal/Flashing/E | 0.035                                     | BRL                  |

^ = Dilution Factor Changed \* = Excessive Substrate May Bias Sample Results **BRL** = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results. EMC Labs, Inc. (ID 101586) is accredited by the AIHA Laboratory Accreditation Programs, LLC (AIHA-LAP, LLC) in the Environmental Lead accreditation program(s) for Paint, Settled Dust by Wipe, Soil and Airborne Dust Fields of Testing as documented by the Scope of Accreditation Certificate and associated Scope. AIHA-LAP, LLC accreditation complies with the ISO/IEC Standard 17025:2017 requirements. The customer provides the Project number, name, address, sampling date, identification, and description. EMC Labs, Inc. is an EPA Recognized Testing Lab.

These reports are for the exclusive use of the addressed client and are rendered upon the condition that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. Samples not destroyed in testing are retained a maximum of sixty (60) days.

**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler



# CHAIN OF CUSTODY

EMC Labs, Inc.  
9830 S. 51<sup>ST</sup> St., Ste B-109  
Phoenix, AZ 85044  
(800) 362-3373 Fax (480) 893-1726

Appendix C - HazMat Info, Page 13

**LAB#** 294085

**TAT:** 3-day

**Rec'd:** OCT 24 2022

COMPANY NAME: M3 Environmental Cons.  
9821 Blue Larkspur Ln, Ste 100  
Monterey, CA 93940

CONTACT: Luke Somsel

Phone/Fax: (831) 649-4623

Email: luke@m3environmental.com

BILL TO: (If Different Location)

Now Accepting: VISA - MASTERCARD Price Quoted: \$ \_\_\_\_\_ / Sample \$ \_\_\_\_\_ / Layers

**COMPLETE ITEMS 1-4:** (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. **TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

\*\*\*\*Prior confirmation of turnaround time is required

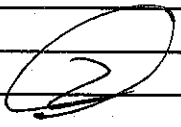
\*\*\*\*Additional charges for rush analysis (please call marketing department for pricing details)

\*\*\*\*Laboratory analysis may be subject to delay if credit terms are not met

2. **TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]


3. **DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]

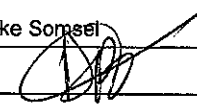

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

| 4. Project Name: <u>City of Carmel - Carmel City Hall Reroofing Project - ACM Pb reno</u> |                    |                                |   |                                 |   |
|---|--------------------|--------------------------------|---|---------------------------------|---|
| P.O. Number: _____  |                    | Project Number: <u>22407.0</u> |   |                                 |   |
| EMC<br>SAMPLE #   | CLIENT<br>SAMPLE # | DATE & TIME<br>SAMPLED         | LOCATION/MATERIAL<br>TYPE   | Samples<br>Accepted<br>Yes / No | AIR SAMPLE INFO / COMMENTS<br>ON OFF FLOW<br>RATE |
|   |                    |                                | PLEASE SEE ATTACHED LOG   | <u>Y</u> N                      |   |
|   |                    |                                |  | Y N                             |   |
|   |                    |                                |   | Y N                             |   |
|   |                    |                                |   | Y N                             |   |
|   |                    |                                |   | Y N                             |   |
|   |                    |                                |   | Y N                             |   |
|   |                    |                                |   | Y N                             |   |
|   |                    |                                |   | Y N                             |   |
|   |                    |                                |   | Y N                             |   |
|   |                    |                                |   | Y N                             |   |
|   |                    |                                |   | Y N                             |   |
|   |                    |                                |   | Y N                             |   |
|   |                    |                                |   | Y N                             |   |

**SPECIAL INSTRUCTIONS:** \_\_\_\_\_

Sample Collector: (Print) Luke Somsel (Signature) 

Relinquished by: Luke Somsel Date/Time: 10/21/22 1700 Received by:  Date/Time: 10/21/22

Relinquished by:  Date/Time: 10/21/22 Received by:  Date/Time: 10/21/22

Relinquished by: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\*\* In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.





## Lead Bulk Sampling Log

Client: City of Carmel  
Project Name: ACM Pb  
Site Address: Carmel City Hall  
Building: \_\_\_\_\_  
Project No.: 22407.0

Sample Date: 10/21/22

Inspector: Luke Somsel  
CDPH No. 9753

[illegible]



**APPENDIX C.2**

**HAZARDOUS MATERIALS TESTING RESULTS**

**AT**

**SUNSET CENTER**

**CITY OF CARMEL-BY-THE-SEA**





March 31, 2022

Mr. Cleve J. Waters  
City of Carmel by the Sea  
Carmel Public Works  
Facilities Maintenance Division Supervisor  
831.620.2075 (c)

Via email:  
cwaters@ci.carmel.ca.us

Re: Limited Exterior Asbestos and Lead Inspection for the Exterior Painting Project at the Sunset Center Located on San Carlos Street in Carmel, California.  
M<sup>3</sup> Project No. 22089.0 Task 1

Dear Mr. Waters:

At your request, M<sup>3</sup> Environmental LLC (M<sup>3</sup>) conducted a limited exterior inspection for suspect asbestos-containing material (ACM) and lead containing paint (LCP) at the Sunset Center located on San Carlos Street in Carmel, California. It is to M<sup>3</sup>'s understanding that the sampling was requested prior to repainting the exterior and repairing windows on portions of the main building (north and theater buildings) and two outbuildings (Yoga Shala and Harriet Roundtree cottage).

The inspection was performed on March 16, 2022, by Mr. Alex Superko, Certified Site Surveillance Technician (CSST) No. 13-5062, California Department of Public Health (CDPH) Certified Lead in Construction Sampling Technician No. 7864, and Environmental Technician with M<sup>3</sup>, under the direction of Mr. Chris Gatward, CAC No. 92-0216, and Principal of M<sup>3</sup>.

The asbestos inspection was performed to meet the requirements of the Monterey Bay Air Resources District (MBARD) and the California Occupational Safety and Health Administration (Cal-OSHA) asbestos construction standard. The lead inspection was performed to meet the requirements of the Cal/OSHA lead standard and EPA disposal requirements.

### **Building Description**

#### ***Main Building***

The subject building was a multi-story, wood framed theater building. The exterior was stucco with a composition shingle roof. While the building is one contiguous structure sampling was collected independently from exteriors of the North Main Building and the Theater Building (South Main Building).

#### ***Yoga Shala by the Sea (Sunset Cottages II, Yoga Building on plans)***

The subject building was a single-story, wood framed, public building. The exterior was clapboard wood siding with a composition shingle roof.

#### ***Harriet Rountree Cottage (Sunset Cottages I, Bach & Pottery Building on plans)***

The subject building was a two-story, wood framed, public building. The exterior was clapboard wood siding with a composition shingle roof.

### **Sampling and Analysis**

#### **Asbestos**

A total of 31 ACM bulk samples were collected and analyzed by PLM using the EPA Method (600/R-93/116, July 1993) "Method for the Determination of Asbestos in Bulk Building Materials". Results of analysis are presented as estimated percentages of asbestos by type (e.g., amosite, chrysotile, crocidolite), as well as types of non-asbestos fibrous materials identified or non-detect (ND).



**Lead**

A total of 48 paint chip samples was collected and analyzed for lead. The sample was analyzed in accordance with EPA Method-SW 846-7420 FAA. Results are presented in percent lead by weight (wt%) for paint, parts per million (ppm) for bulk, and below the reporting limit (BRL) if non-lead containing.

All samples were analyzed by EMC Labs, Inc. in Phoenix, Arizona. The laboratory results of the materials sampled during the field investigation are included in Appendix A. The sample location map from the materials sampled during the investigation are included in Appendix B.

**Results****Asbestos***North Main Building*

| Material No. | Material Description | Material Location | Asbestos Content |
|--------------|----------------------|-------------------|------------------|
| 2            | Window putty         | Exterior          | 2%               |

*Theater Building (South Main Building)*

None of the materials collected were determined to contain detectable concentrations of asbestos

*Yoga Shala by the Sea*

None of the materials collected were determined to contain detectable concentrations of asbestos.

*Harriet Rowntree Cottage*

| Material No. | Material Description | Material Location | Asbestos Content |
|--------------|----------------------|-------------------|------------------|
| 1            | Window putty         | Exterior          | 2%               |

**Non-Asbestos***North Main Building*

| Material No. | Material Description | Material Location |
|--------------|----------------------|-------------------|
| 1            | Stucco               | Exterior          |
| 3            | Door frame caulk     | Exterior          |

*Theater Building (South Main Building)*

| Material No. | Material Description | Material Location |
|--------------|----------------------|-------------------|
| 1            | Stucco               | Exterior          |
| 2            | Tan crack caulking   | Exterior          |
| 3            | Window putty         | Exterior          |
| 4            | Door frame caulk     | Exterior          |

*Yoga Shala by the Sea*

| Material No. | Material Description | Material Location |
|--------------|----------------------|-------------------|
| 1            | Fireplace grout      | Exterior          |
| 2            | Window putty         | Exterior          |



*Harriet Rowntree Cottage*

| Material No. | Material Description | Material Location |
|--------------|----------------------|-------------------|
| 2            | Door frame caulk     | Exterior          |

Lead*North Main Building*

| Sample No. | Color       | Substrate | Component             | Lead Content |
|------------|-------------|-----------|-----------------------|--------------|
| L2         | Brown       | Wood      | Exterior window       | 0.288        |
| L3         | Brown       | Wood      | Exterior window frame | 5.81         |
| L5         | Brown       | Wood      | Exterior door frame   | 18.5         |
| L7         | Brown       | Wood      | Exterior pillar       | 6.16         |
| L8         | Brown       | Wood      | Exterior beam         | 12.1         |
| L9         | Brown       | Wood      | Exterior eave         | 3.82         |
| L10        | Light brown | Wood      | Exterior window       | 0.305        |
| L11        | Light brown | Wood      | Exterior window frame | 0.176        |
| L12        | Light brown | Wood      | Exterior pillar       | 35.6         |
| L13        | Light brown | Wood      | Exterior beam         | 21.2         |
| L14        | Light brown | Metal     | Downspout             | 0.236        |
| L15        | Tan         | Concrete  | Exterior ramp         | 12.0         |

*Theater Building (South Main Building)*

| Sample No. | Color | Substrate | Component           | Lead Content |
|------------|-------|-----------|---------------------|--------------|
| L1         | Tan   | Stucco    | Wall                | 0.106        |
| L6         | Brown | Wood      | Exterior door frame | 2.49         |
| L8         | Brown | Wood      | Exterior vent       | 9.275        |

*Yoga Shala by the Sea*

| Sample No. | Color | Substrate | Component                 | Lead Content |
|------------|-------|-----------|---------------------------|--------------|
| L1         | Tan   | Wood      | Exterior clapboard siding | 9.76         |
| L2         | Brown | Wood      | Exterior door             | 0.206        |
| L3         | Brown | Wood      | Exterior door frame       | 5.67         |
| L4         | Brown | Wood      | Exterior window           | 5.27         |
| L5         | Brown | Wood      | Exterior window frame     | 3.91         |
| L6         | Tan   | Metal     | Exterior downspout        | 9.297        |
| L7         | Brown | Wood      | Exterior fascia           | 7.10         |
| L9         | Brown | Wood      | Exterior eave             | 7.10         |
| L11        | Brown | Wood      | Exterior beam             | 9.22         |

*Harriet Rowntree Cottage*

| Sample No. | Color | Substrate | Component             | Lead Content |
|------------|-------|-----------|-----------------------|--------------|
| L1         | Tan   | Wood      | Clapboard siding      | 2.77         |
| L2         | Brown | Wood      | Exterior window       | 2.09         |
| L3         | Brown | Wood      | Exterior window frame | 3.29         |



| Sample No. | Color | Substrate | Component           | Lead Content |
|------------|-------|-----------|---------------------|--------------|
| L4         | Brown | Wood      | Exterior door       | 0.220        |
| L5         | Brown | Wood      | Exterior door frame | 13.3         |
| L7         | Tan   | Wood      | Eave                | 11.2         |
| L8         | Tan   | Wood      | Exterior beam       | 2.25         |
| L9         | Brown | Wood      | Fascia              | 0.046        |
| L12        | Black | Metal     | Exterior railing    | 10.2         |

**Non-Lead****North Main Building**

| Sample No. | Color | Substrate | Component     | Lead Content |
|------------|-------|-----------|---------------|--------------|
| L1         | Tan   | Stucco    | Exterior wall | BRL          |
| L4         | Brown | Wood      | Exterior door | BRL          |
| L6         | Black | Metal     | Banister      | BRL          |
| L16        | Tan   | Metal     | Rollup        | BRL          |
| L17        | Brown | Wood      | Garage door   | BRL          |

**Theater Building (South Main Building)**

| Sample No. | Color | Substrate | Component             | Lead Content |
|------------|-------|-----------|-----------------------|--------------|
| L2         | Brown | Wood      | Exterior Trim         | BRL          |
| L3         | Brown | Wood      | Exterior Window       | BRL          |
| L4         | Brown | Wood      | Exterior Window frame | BRL          |
| L5         | Brown | Wood      | Exterior door         | BRL          |
| L7         | Black | Metal     | Exterior rail         | BRL          |

**Yoga Shala by the Sea**

| Sample No. | Color | Substrate | Component        | Lead Content |
|------------|-------|-----------|------------------|--------------|
| L8         | Black | Metal     | Exterior railing | BRL          |
| L10        | Brown | Metal     | Exterior gutter  | BRL          |

**Harriet Rowntree Cottage**

| Sample No. | Color | Substrate | Component       | Lead Content |
|------------|-------|-----------|-----------------|--------------|
| L10        | Tan   | Metal     | Exterior gutter | BRL          |
| L11        | Tan   | Metal     | Exterior flu    | BRL          |

**Conclusions/Recommendations****Asbestos**

- Prior to renovation activities that will impact the materials identified in this report as containing or assumed asbestos containing at any level the materials must be removed and disposed of by a registered asbestos abatement contractor using proper engineering controls and worker protection.
- If any other suspect ACM not identified in this report is found during any renovation or demolition, work should cease, and additional sampling and analysis should be performed to determine if the materials contain asbestos.





- Contractors and others responsible for any renovation or demolition activities on the property should be notified as to the presence of the asbestos so that compliance with regulatory requirements may be met in any planning and bidding phases.
- Abatement contractors must notify the nearest Cal/OSHA district office at least 24 hours prior to any asbestos related work.
- Notification to the appropriate Planning and Building Department advising that this survey has been conducted.

#### Lead

- Prior to impacting any painted components determined to be lead containing, all flaking, peeling paint should be removed and disposed of from a licensed abatement contractor using CDPH certified workers using protection and proper engineering controls. All other paint/materials in good condition may remain in place during renovation or demolition.
- Lead related activities shall not include the use of wire brushing, flame torching, dry scraping, sanding, stripping, abrasive methods, or the use of heat guns unless proper engineering controls and worker protection are in place.
- At the time of removal of any LCP, samples of the lead containing/contaminated waste should be collected and analyzed by the TTLC, STLC, and TCLP in order to determine whether wastes are classified as non-hazardous solid or hazardous waste in California or as defined under the RCRA before transportation and disposal to either a Class I, II, or III landfill.
- Contractors bidding for renovation work should be compliant with the requirements of the Cal/OSHA Lead in Construction Standard (Title 8 CCR 1532.1).

#### Limitations

A reasonable effort is made by M<sup>3</sup> personnel to locate and sample suspect materials. However, for any facility the existence of unique or concealed hazardous material debris is a possibility. M<sup>3</sup> does not warrant, guarantee or profess to have the ability to locate or identify all hazardous material in a facility. M<sup>3</sup>'s hazardous material testing, results are applicable for the time that testing was conducted and for the condition of surfaces at the time they were tested. During demolition/renovation operations, materials may be uncovered which were not identified during our assessment. Personnel in charge of demolition/renovations should be alerted to note materials uncovered during these operations, which differ substantially from those included in this assessment. M<sup>3</sup> does not guarantee or warrant that the areas surveyed are safe, nor does M<sup>3</sup>'s involvement in this property relieve the Owner of any continuing responsibility of providing a safe environment. M<sup>3</sup> is not, and has no responsibility as a generator, operator, treater, storer, transporter or disposer of hazardous materials or waste found or identified as a result of M<sup>3</sup>'s work.



Thank you for the opportunity to perform these services for you. Please call M<sup>3</sup> at 831.649.4623 with any questions.

Sincerely,  
M<sup>3</sup> Environmental LLC



Alex Superko  
Environmental Technician  
CSST No. 13-5062  
CDPH No. 7864



Chris Gatward  
Principal  
California CAC No. 92-0216

**Attachments:**

Appendix A – Laboratory Results and Chain of Custody  
Appendix B – Sample Location Maps



**APPENDIX A**  
**LABORATORY RESULTS**  
**AND**  
**CHAIN OF CUSTODY**





**EMC LABS, INC.**

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

**Laboratory Report****0269965****Bulk Asbestos Analysis by Polarized Light Microscopy****NVLAP#101926-0**

|               |                                 |                |                  |
|---------------|---------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.          | Job# / P.O. #: | 22089.0 T1       |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100  | Date Received: | 03/17/2022       |
|               | MONTEREY CA 93940               | Date Analyzed: | 03/24/2022       |
| Collected:    | 03/16/2022                      | Date Reported: | 03/24/2022       |
| Project Name: | CITY OF CARMEL-HARRIET ROWNTREE | EPA Method:    | EPA 600/R-93/116 |
| Address:      | COTTAGE-EXTERIOR ACM/Pb         | Submitted By:  | ALEX SUPERKO     |
|               |                                 | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description    | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                  |
|---------------------|--------------------|---------------------------------------|----------------------|----------------------|---|
| 0269965-001<br>1A   | EXTERIOR           | Window Putty, White/ Tan              | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269965-002<br>1B   | EXTERIOR           | Window Putty, White/ Tan              | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269965-003<br>1C   | EXTERIOR           | Window Putty, White/ Tan              | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269965-004<br>1D   | EXTERIOR           | Window Putty, White/ Tan              | Yes                  | Chrysotile 2%        | Carbonates<br>Quartz<br>Binder/Filler<br>98%  |
| 0269965-005<br>2A   | EXTERIOR           | Door Frame Caulk, White/ Off<br>White | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269965-006<br>2B   | EXTERIOR           | Door Frame Caulk, White/ Off<br>White | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |



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**Laboratory Report**  
**0269965**

**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

|               |                                 |                |                  |
|---------------|---------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.          | Job# / P.O. #: | 22089.0 T1       |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100  | Date Received: | 03/17/2022       |
|               | MONTEREY CA 93940               | Date Analyzed: | 03/24/2022       |
| Collected:    | 03/16/2022                      | Date Reported: | 03/24/2022       |
| Project Name: | CITY OF CARMEL-HARRIET ROWNTREE | EPA Method:    | EPA 600/R-93/116 |
| Address:      | COTTAGE-EXTERIOR ACM/Pb         | Submitted By:  | ALEX SUPERKO     |
|               |                                 | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|------------------------------|
|---------------------|--------------------|------------------------------------|----------------------|----------------------|------------------------------|



Analyst - Mark Steiner



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.



**EMC Labs, Inc.**  
**9830 S. 51<sup>ST</sup> St., Ste B-109**  
**Phoenix, AZ 85044**  
**(800) 362-3373 Fax (480) 893-1726**

LAB#: 269965  
TAT: SDays  
Rec'd: MAR 17 PM

**BILL TO:** (If Different Location)

**Price Quoted: \$\_\_\_\_\_ / Sample \$\_\_\_\_\_ / Layers**

**1. TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

\*\*\*\*Laboratory analysis may be subject to delay if credit terms are not met

**3. DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]

*(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)*

**P.O. Number:** \_\_\_\_\_ **Project Number:** 22089.0 - T1

[illegible]

(Signature

Relinquished by: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date/Time: 1870

Rev. 09/01/08







**EMC LABS, INC.**

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report

**0269966****Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

|               |                                |                |                  |
|---------------|--------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.         | Job# / P.O. #: | 22089.0 T1       |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100 | Date Received: | 03/17/2022       |
|               | MONTEREY CA 93940              | Date Analyzed: | 03/20/2022       |
| Collected:    | 03/16/2022                     | Date Reported: | 03/24/2022       |
| Project Name: | CITY OF CARMEL-THEATER BLDG    | EPA Method:    | EPA 600/R-93/116 |
| Address:      | (S. MAIN)-EXTERIOR ACM/Pb      | Submitted By:  | ALEX SUPERKO     |
|               |                                | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                                    |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|---|
| 0269966-001<br>1A   | EXTERIOR           | LAYER 1<br>Stucco, Gray            | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Texture, Tan            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100%                   |
|                     |                    | LAYER 1<br>Stucco, Gray            | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Texture, Tan            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100%                   |
| 0269966-002<br>1B   | EXTERIOR           | LAYER 1<br>Stucco, Gray            | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Texture, Tan            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100%                   |
|                     |                    | LAYER 1<br>Stucco, Gray            | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Texture, Tan            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100%                   |
| 0269966-003<br>1C   | EXTERIOR           | LAYER 1<br>Stucco, Gray            | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Texture, Tan            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100%                   |
|                     |                    | LAYER 1<br>Stucco, Gray            | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Texture, Tan            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100%                   |



**EMC LABS, INC.**

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 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report  
**0269966**

**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

|               |                                |                |                  |
|---------------|--------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.         | Job# / P.O. #: | 22089.0 T1       |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100 | Date Received: | 03/17/2022       |
|               | MONTEREY CA 93940              | Date Analyzed: | 03/20/2022       |
| Collected:    | 03/16/2022                     | Date Reported: | 03/24/2022       |
| Project Name: | CITY OF CARMEL-THEATER BLDG    | EPA Method:    | EPA 600/R-93/116 |
| Address:      | (S. MAIN)-EXTERIOR ACM/Pb      | Submitted By:  | ALEX SUPERKO     |
|               |                                | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                  |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|---|
| 0269966-004<br>2A   | EXTERIOR           | Caulking, White                    | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269966-005<br>2B   | EXTERIOR           | Caulking, White                    | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269966-006<br>3A   | EXTERIOR           | Window Putty, White                | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269966-007<br>3B   | EXTERIOR           | Window Putty, White                | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269966-008<br>3C   | EXTERIOR           | Window Putty, White                | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269966-009<br>4A   | EXTERIOR           | Door Frame Caulk, White            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269966-010<br>4B   | EXTERIOR           | Door Frame Caulk, White            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |



**EMC LABS, INC.**

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 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

**Laboratory Report****0269966****Bulk Asbestos Analysis by Polarized Light Microscopy****NVLAP#101926-0**

|               |                                |                |                  |
|---------------|--------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.         | Job# / P.O. #: | 22089.0 T1       |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100 | Date Received: | 03/17/2022       |
|               | MONTEREY CA 93940              | Date Analyzed: | 03/20/2022       |
| Collected:    | 03/16/2022                     | Date Reported: | 03/24/2022       |
| Project Name: | CITY OF CARMEL-THEATER BLDG    | EPA Method:    | EPA 600/R-93/116 |
| Address:      | (S. MAIN)-EXTERIOR ACM/Pb      | Submitted By:  | ALEX SUPERKO     |
|               |                                | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|------------------------------|
|---------------------|--------------------|------------------------------------|----------------------|----------------------|------------------------------|


**Analyst - Dustin White**

**Signatory - Lab Director - Kurt Kettler**

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.



Page \_\_\_\_ of \_\_\_\_

**CHAIN OF CUSTODY**

EMC Labs, Inc.  
9830 S. 51<sup>ST</sup> St., Ste B-109  
Phoenix, AZ 85044  
(800) 362-3373 Fax (480) 893-1726

LAB#: 269966  
TAT: 5 Days  
Rec'd: MAR 17 PM

COMPANY NAME: M3 Environmental Cons.  
9821 Blue Larkspur Ln, Ste 100  
Monterey, CA 93940  
CONTACT: Alex Superko  
Phone/Fax: (831) 917-0797 / (831) 649-4623  
Email: Alex @m3environmental.com

BILL TO: (If Different Location)

Now Accepting: **VISA - MASTERCARD**

Price Quoted: \$ \_\_\_\_ / Sample \$ \_\_\_\_ / Layers

**COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)**1. **TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

\*\*\*\*Prior confirmation of turnaround time is required

\*\*\*\*Additional charges for rush analysis (please call marketing department for pricing details)

\*\*\*\*Laboratory analysis may be subject to delay if credit terms are not met

2. **TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]3. **DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]  
(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)4. **Project Name:** City of Carmel - Theater Bldg (S. Main) - Exterior ACM/Pb

P.O. Number: \_\_\_\_\_

Project Number: 22089.0 - T1

| EMC<br>SAMPLE # | CLIENT<br>SAMPLE # | DATE & TIME<br>SAMPLED | LOCATION/MATERIAL<br>TYPE | Samples<br>Accepted<br>Yes / No | AIR SAMPLE INFO / COMMENTS |     |              |
|-----------------|--------------------|------------------------|---------------------------|---------------------------------|----------------------------|-----|--------------|
|                 |                    |                        |                           |                                 | ON                         | OFF | FLOW<br>RATE |
| 1               | 1A                 | 3/16/22                |                           | Y N                             |                            |     |              |
| 2               | 1                  |                        |                           | Y N                             |                            |     |              |
| 3               | 1                  |                        |                           | Y N                             |                            |     |              |
| 10              | 4B                 |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |

PLEASE SEE THE ATTACHED LOG  
ACM: 3/16/22  
Pb: 3/17/22

**SPECIAL INSTRUCTIONS:**Sample Collector: (Print) Alex Superko(Signature) [Signature]Relinquished by: [Signature] Date/Time: 3/16/22 Received by: Diana Federico Date/Time: 3/17/22Relinquished by: Diana Federico Date/Time: 3/17/22 Received by: [Signature] Date/Time: 3/17/22

Relinquished by: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\*\* In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.





## Asbestos Bulk Sampling Log

269966

Client: City of Carmel  
 Project Name: Ltd. ACM/Pb  
 Site Address: Sunset Center  
 Building: Inez  
 Project No.: 22089.0 - T1

Sample Date: 3/16/22  
 Inspector: Alex  
 CAC No.             
 SST No.           

| Sample No. | Building / Floor | Area No. | Area Name | Material Description | Estimated Quantity |    |    | Notes |
|------------|------------------|----------|-----------|----------------------|--------------------|----|----|-------|
| 1          |                  |          | Exterior  | Stucco               | SF                 | LF | EA |       |
| 2          |                  |          |           |                      | SF                 | LF | EA |       |
| 3          |                  |          |           |                      | SF                 | LF | EA |       |
| 4          |                  |          |           | Tan crack caulking   | SF                 | LF | EA |       |
| 5          |                  |          |           |                      | SF                 | LF | EA |       |
| 6          |                  |          |           | Window Putty         | SF                 | LF | EA |       |
| 7          |                  |          |           |                      | SF                 | LF | EA |       |
| 8          |                  |          |           |                      | SF                 | LF | EA |       |
| 9          |                  |          |           | Door frame Caulk     | SF                 | LF | EA |       |
| 10         |                  |          |           |                      | SF                 | LF | EA |       |



**EMC LABS, INC.**

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report

**0269967****Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

|               |                                |                |                  |
|---------------|--------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.         | Job# / P.O. #: | 22089.0 T1       |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100 | Date Received: | 03/17/2022       |
|               | MONTEREY CA 93940              | Date Analyzed: | 03/24/2022       |
| Collected:    | 03/16/2022                     | Date Reported: | 03/24/2022       |
| Project Name: | CITY OF CARMEL-NORTH MAIN BLDG | EPA Method:    | EPA 600/R-93/116 |
| Address:      | EXTERIOR ACM/Pb                | Submitted By:  | ALEX SUPERKO     |
|               |                                | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                                    |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|---|
| 0269967-001<br>1A   | EXTERIOR           | LAYER 1<br>Stucco, Gray            | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Texture, Off White      | No                   | None Detected        | Carbonates<br>Quartz<br>Gypsum<br>Binder/Filler<br>100%         |
|                     |                    | LAYER 1<br>Stucco, Gray            | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Texture, Off White      | No                   | None Detected        | Carbonates<br>Quartz<br>Gypsum<br>Binder/Filler<br>100%         |
| 0269967-002<br>1B   | EXTERIOR           | LAYER 1<br>Stucco, Gray            | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Texture, Off White      | No                   | None Detected        | Carbonates<br>Quartz<br>Gypsum<br>Binder/Filler<br>100%         |
|                     |                    | LAYER 1<br>Stucco, Gray            | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Texture, Off White      | No                   | None Detected        | Carbonates<br>Quartz<br>Gypsum<br>Binder/Filler<br>100%         |
| 0269967-003<br>1C   | EXTERIOR           | LAYER 1<br>Stucco, Gray            | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Texture, Off White      | No                   | None Detected        | Carbonates<br>Quartz<br>Gypsum<br>Binder/Filler<br>100%         |
|                     |                    | LAYER 1<br>Stucco, Gray            | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Texture, Off White      | No                   | None Detected        | Carbonates<br>Quartz<br>Gypsum<br>Binder/Filler<br>100%         |



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 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report

**0269967****Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

|               |                                |                |                  |
|---------------|--------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.         | Job# / P.O. #: | 22089.0 T1       |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100 | Date Received: | 03/17/2022       |
|               | MONTEREY CA 93940              | Date Analyzed: | 03/24/2022       |
| Collected:    | 03/16/2022                     | Date Reported: | 03/24/2022       |
| Project Name: | CITY OF CARMEL-NORTH MAIN BLDG | EPA Method:    | EPA 600/R-93/116 |
| Address:      | EXTERIOR ACM/Pb                | Submitted By:  | ALEX SUPERKO     |
|               |                                | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                  |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|---|
| 0269967-004<br>2A   | EXTERIOR           | Window Putty, Off White            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269967-005<br>2B   | EXTERIOR           | Window Putty, Off White            | Yes                  | Chrysotile 2%        | Carbonates<br>Quartz<br>Binder/Filler<br>98%  |
| 0269967-006<br>2C   | EXTERIOR           | Window Putty, Off White            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269967-007<br>2D   | EXTERIOR           | Window Putty, Off White            | Yes                  | Chrysotile 2%        | Carbonates<br>Quartz<br>Binder/Filler<br>98%  |
| 0269967-008<br>2E   | EXTERIOR           | Window Putty, Off White            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |
| 0269967-009<br>3A   | EXTERIOR           | Door Frame Caulk, Clear            | No                   | None Detected        | Silicone<br>100%                              |
| 0269967-010<br>3B   | EXTERIOR           | Door Frame Caulk, Black            | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100% |



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Laboratory Report

**0269967****Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

|               |                                |                |                  |
|---------------|--------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.         | Job# / P.O. #: | 22089.0 T1       |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100 | Date Received: | 03/17/2022       |
|               | MONTEREY CA 93940              | Date Analyzed: | 03/24/2022       |
| Collected:    | 03/16/2022                     | Date Reported: | 03/24/2022       |
| Project Name: | CITY OF CARMEL-NORTH MAIN BLDG | EPA Method:    | EPA 600/R-93/116 |
| Address:      | EXTERIOR ACM/Pb                | Submitted By:  | ALEX SUPERKO     |
|               |                                | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|------------------------------|
|---------------------|--------------------|------------------------------------|----------------------|----------------------|------------------------------|



Analyst - Dustin White



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.



Page \_\_\_\_ of \_\_\_\_

**CHAIN OF CUSTODY**

EMC Labs, Inc.  
9830 S. 51<sup>ST</sup> St., Ste B-109  
Phoenix, AZ 85044  
(800) 362-3373 Fax (480) 893-1726

LAB#: 269967  
TAT: 5 Days  
Rec'd MAR 17 P.M.

COMPANY NAME: M3 Environmental Cons.

BILL TO: (If Different Location)

9821 Blue Larkspur Ln, Ste 100Monterey, CA 93940

CONTACT:

Alex SuperkoPhone/1<sup>st</sup>.2<sup>nd</sup>:(831) 917-0797 / (831) 649-4623

Email:

Alex@m3environmental.comNow Accepting: **VISA - MASTERCARD**

Price Quoted: \$ \_\_\_\_ / Sample \$ \_\_\_\_ / Layers

**COMPLETE ITEMS 1-4:** (Failure to complete any items may cause a delay in processing or analyzing your samples)1. **TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

\*\*\*\*Prior confirmation of turnaround time is required

\*\*\*\*Additional charges for rush analysis (please call marketing department for pricing details)

\*\*\*\*Laboratory analysis may be subject to delay if credit terms are not met

2. **TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]3. **DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. **Project Name:** City of Carmel - North Main Building - Exterior ACM/Pb**P.O. Number:** \_\_\_\_\_ **Project Number:** 22089.0 - T1

| EMC<br>SAMPLE # | CLIENT<br>SAMPLE # | DATE & TIME<br>SAMPLED | LOCATION/MATERIAL<br>TYPE | Samples<br>Accepted<br>Yes / No | AIR SAMPLE INFO / COMMENTS |     |              |
|-----------------|--------------------|------------------------|---------------------------|---------------------------------|----------------------------|-----|--------------|
|                 |                    |                        |                           |                                 | ON                         | OFF | FLOW<br>RATE |
| 1               | 1A                 | 3/16/22                |                           | Y N                             |                            |     |              |
| 1               | 1                  |                        |                           | Y N                             |                            |     |              |
| 10              | 3B                 |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |

**SPECIAL INSTRUCTIONS:**Sample Collector: (Print) Alex Superko(Signature) Alex SuperkoRelinquished by: Alex Superko Date/Time: \_\_\_\_\_ Received by: Diana Federico Date/Time: 3/17/22Relinquished by: Diana Federico Date/Time: 3/17/22 Received by: [Signature] Date/Time: 3/17/22Relinquished by: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date/Time: 180

\*\* In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.





ENVIRONMENTAL  
CONSULTING LLC

## Asbestos Bulk Sampling Log

Client: City of Carmel  
Project Name: Ltd. ACM/Pb  
Site Address: Sunset Center  
Building: W. Main  
Project No.: 22089.0 - T1

Sample Date: 3/16/22  
Inspector: Alex  
CAC No.:  
SST No.:

| Sample No. | Building / Floor | Area No. | Area Name | Material Description | Estimated Quantity |    |    |    | Notes |
|------------|------------------|----------|-----------|----------------------|--------------------|----|----|----|-------|
|            |                  |          |           |                      |                    | SF | LF | EA |       |
| 1A         |                  |          | Exterior  | Bumpy Stucco         |                    |    |    |    |       |
| 1B         |                  |          |           |                      |                    |    |    |    |       |
| 1C         |                  |          |           |                      |                    |    |    |    |       |
| 2A         |                  |          |           | Window Pctty         |                    |    |    |    |       |
| 2B         |                  |          |           |                      |                    |    |    |    |       |
| 2C         |                  |          |           |                      |                    |    |    |    |       |
| 2D         |                  |          |           |                      |                    |    |    |    |       |
| 2E         |                  |          |           |                      |                    |    |    |    |       |
| 3A         |                  |          |           | Door frame Caulk     |                    |    |    |    |       |
| 3B         |                  |          |           |                      |                    |    |    |    |       |

269967



**EMC LABS, INC.**

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report

**0269968****Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

|               |                                  |                |                  |
|---------------|----------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.           | Job# / P.O. #: | 22089.0 T1       |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100   | Date Received: | 03/17/2022       |
|               | MONTEREY CA 93940                | Date Analyzed: | 03/24/2022       |
| Collected:    | 03/16/2022                       | Date Reported: | 03/24/2022       |
| Project Name: | CITY OF CARMEL-YOGA SHALA BY THE | EPA Method:    | EPA 600/R-93/116 |
| Address:      | SEA-EXTERIOR ACM/Pb              | Submitted By:  | ALEX SUPERKO     |
|               |                                  | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                                    |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|---|
| 0269968-001<br>1A   | EXTERIOR           | LAYER 1<br>Grout, Tan              | No                   | None Detected        | Gypsum<br>Quartz<br>Carbonates<br>Mica<br>Binder/Filler<br>100% |
|                     |                    | LAYER 2<br>Grout, Gray             | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
| 0269968-002<br>1B   | EXTERIOR           | Grout, Gray                        | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
| 0269968-003<br>2A   | EXTERIOR           | Window Putty, White/ Tan           | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100%                   |
| 0269968-004<br>2B   | EXTERIOR           | Window Putty, White/ Tan           | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100%                   |
| 0269968-005<br>2C   | EXTERIOR           | Window Putty, White/ Tan           | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler<br>100%                   |



**EMC LABS, INC.**

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 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

**Laboratory Report**  
**0269968**

**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

|               |                                  |                |                  |
|---------------|----------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.           | Job# / P.O. #: | 22089.0 T1       |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100   | Date Received: | 03/17/2022       |
|               | MONTEREY CA 93940                | Date Analyzed: | 03/24/2022       |
| Collected:    | 03/16/2022                       | Date Reported: | 03/24/2022       |
| Project Name: | CITY OF CARMEL-YOGA SHALA BY THE | EPA Method:    | EPA 600/R-93/116 |
| Address:      | SEA-EXTERIOR ACM/Pb              | Submitted By:  | ALEX SUPERKO     |
|               |                                  | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|------------------------------|
|---------------------|--------------------|------------------------------------|----------------------|----------------------|------------------------------|



Analyst - Mark Steiner



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.



LAB#: 269568  
TAT: 5 Days  
Rec'd: MAR 17 P.M.

Rev. 09/01/08







9830 South 51<sup>st</sup> Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726[emclab@emclabs.com](mailto:emclab@emclabs.com)

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|                        |   |                          |              |
|------------------------|---|--------------------------|--------------|
| <b>EMC LAB #:</b>      | L90395  | <b>DATE RECEIVED:</b>    | 03/17/22     |
| <b>CLIENT:</b>         | M3 Environmental Consultants                                | <b>REPORT DATE:</b>      | 03/24/22     |
|                        |   | <b>DATE OF ANALYSIS:</b> | 03/18/22     |
| <b>CLIENT ADDRESS:</b> | 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940        | <b>P.O. NO.:</b>         |              |
| <b>PROJECT NAME:</b>   | City of Carmel – Yoga Shala by the Sea – Exterior<br>ACM/Pb | <b>PROJECT NO.:</b>      | 22089.0 – T1 |

| EMC #<br>L90395- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                       | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|-----------------------------------|---------------------------------------|------------------|
| 1                | 03/16              | L1                 | Tan – Wood – Clapboard Siding – E | 0.14                                  | 9.76^            |
| 2                | 03/16              | L2                 | Brown – Wood – Door – E           | 0.106                                 | 0.206            |
| 3                | 03/16              | L3                 | Brown – Wood – Door Frame – E     | 0.23                                  | 5.67^            |
| 4                | 03/16              | L4                 | Brown – Wood – Window – E         | 0.24                                  | 5.27^            |
| 5                | 03/16              | L5                 | Brown – Wood – Window Frame – E   | 0.11                                  | 3.91^            |
| 6                | 03/16              | L6                 | Tan – Metal – Downspout – E       | 0.194                                 | 0.297            |

^ = Dilution Factor Changed \* = Excessive Substrate May Bias Sample Results BRL = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

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**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler





9830 South 51<sup>st</sup> Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726  
 emclab@emclabs.com

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|  |  |                                   |  |
|--|--|-----------------------------------|--|
| <b>EMC LAB #:</b> L90395   |  | <b>DATE RECEIVED:</b> 03/17/22    |  |
| <b>CLIENT:</b> M3 Environmental Consultants                                      |  | <b>REPORT DATE:</b> 03/24/22      |  |
|  |  | <b>DATE OF ANALYSIS:</b> 03/18/22 |  |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940      |  | <b>P.O. NO.:</b>                  |  |
| <b>PROJECT NAME:</b> City of Carmel – Yoga Shala by the Sea – Exterior<br>ACM/Pb |  | <b>PROJECT NO.:</b> 22089.0 – T1  |  |

| EMC #<br>L90395- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                 | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|-----------------------------|---------------------------------------|------------------|
| 7                | 03/16              | L7                 | Brown – Wood – Fascia – E   | 0.10                                  | 12.0^            |
| 8                | 03/16              | L8                 | Black – Metal – Railing – E | 0.096                                 | BRL              |
| 9                | 03/16              | L9                 | Brown – Wood – Eave – E     | 0.20                                  | 7.10^            |
| 10               | 03/16              | L10                | Brown – Metal – Gutter – E  | 0.138                                 | BRL              |
| 11               | 03/16              | L11                | Brown – Wood – Beam – E     | 0.21                                  | 9.22^            |

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**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler



**EMC Labs, Inc.**  
**9830 S. 51<sup>ST</sup> St., Ste B-109**  
**Phoenix, AZ 85044**  
**(800) 362-3373 Fax (480) 893-1726**

LAB#: 290395  
TAT: 5 days  
Rec'd: 3/17/22

**BILL TO:** (If Different Location)

**Price Quoted: \$\_\_\_\_\_ / Sample \$\_\_\_\_\_ / Layers**

**P.O. Number:** \_\_\_\_\_ **Project Number:** 22089.0 - T1

[illegible]

(Signature)

Rev. 09/01/08





Client: City of Carmel  
Project Name: ACM/Pb Demo  
Site Address: Sunset Center  
Building: Vol 1 Shale by the sea  
Project No.: 22089.0 - T1

## Lead Bulk Sampling Log

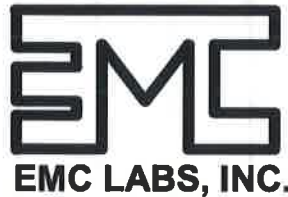
Sample Date: 7/1/21  
Inspector: Alex Superko  
CDPH No. 25105

| Sample No. | Color | Substrate | Building Component | Sample Location (interior/exterior) | Notes/Result |
|------------|-------|-----------|--------------------|-------------------------------------|--------------|
| 1          | Tan   | wood      | clapboard siding   | exterior                            |              |
| 2          | Brown | wood      | door               |                                     |              |
| 3          | Brown | wood      | door frame         |                                     |              |
| 4          | Brown | wood      | window             |                                     |              |
| 5          | Brown | wood      | window frame       |                                     |              |
| 6          | Tan   | metal     | down spout         |                                     |              |
| 7          | Brown | wood      | fascia             |                                     |              |
| 8          | Black | metal     | Rail               |                                     |              |
| 9          | Brown | wood      | eave               |                                     |              |
| 10         | Brown | metal     | Gutter             |                                     |              |
| 11         | Brown | wood      | beam               |                                     |              |
|            |       |           |                    |                                     |              |

Page 1 of 1

290395





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[emclab@emclabs.com](mailto:emclab@emclabs.com)

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|   |  |                                   |  |
|---|--|-----------------------------------|--|
| <b>EMC LAB #:</b> L90396  |  | <b>DATE RECEIVED:</b> 03/17/22    |  |
| <b>CLIENT:</b> M3 Environmental Consultants   |  | <b>REPORT DATE:</b> 03/24/22      |  |
|   |  | <b>DATE OF ANALYSIS:</b> 03/21/22 |  |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940         |  | <b>P.O. NO.:</b>                  |  |
| <b>PROJECT NAME:</b> City of Carmel – Harriet Rowntree Cottage – Exterior<br>ACM/Pb |  | <b>PROJECT NO.:</b> 22089.0-T1    |  |

| EMC #<br>L90396- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                   | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|-------------------------------|---------------------------------------|------------------|
| 1                | 03/16              | L1                 | Tan – Wood – Clapboard Siding | 0.14                                  | 2.77^            |
| 2                | 03/16              | L2                 | Brown Wood – Window           | 0.15                                  | 2.09^            |
| 3                | 03/16              | L3                 | Brown – Wood – Window Frame   | 0.15                                  | 3.29^            |
| 4                | 03/16              | L4                 | Brown – Wood – Door           | 0.020                                 | 0.220            |
| 5                | 03/16              | L5                 | Brown – Wood – Door Frame     | 0.17                                  | 13.3^            |
| 6                | 03/16              | L6                 | Red – Wood – Door             | 0.076                                 | BRL              |

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**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler





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 emclab@emclabs.com

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|  |  |                                   |  |
|--|--|-----------------------------------|--|
| <b>EMC LAB #:</b> L90396   |  | <b>DATE RECEIVED:</b> 03/17/22    |  |
| <b>CLIENT:</b> M3 Environmental Consultants                                      |  | <b>REPORT DATE:</b> 03/24/22      |  |
|  |  | <b>DATE OF ANALYSIS:</b> 03/21/22 |  |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940      |  | <b>P.O. NO.:</b>                  |  |
| <b>PROJECT NAME:</b> City of Carmel – Harriet Rowntree Cottage – Exterior ACM/Pb |  | <b>PROJECT NO.:</b> 22089.0-T1    |  |

| EMC #<br>L90396- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION             | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|-------------------------|---------------------------------------|------------------|
| 7                | 03/16              | L7                 | Tan – Wood – Eave       | 0.26                                  | 11.2^            |
| 8                | 03/16              | L8                 | Tan – Wood – Beam       | 0.037                                 | 2.25             |
| 9                | 03/16              | L9                 | Brown – Wood – Fascia   | 0.016                                 | 0.046            |
| 10               | 03/16              | L10                | Tan – Metal – Gutter    | 0.200                                 | BRL              |
| 11               | 03/16              | L11                | Tan – Metal – Flu       | 0.034                                 | BRL              |
| 12               | 03/16              | L12                | Black – Metal – Railing | 0.78                                  | 10.2^            |

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**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler



Page \_\_\_\_ of \_\_\_\_

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EMC Labs, Inc.  
9830 S. 51<sup>ST</sup> St., Ste B-109  
Phoenix, AZ 85044  
(800) 362-3373 Fax (480) 893-1726

LAB#: 290396  
TAT: 5-days  
Rec'd: 3/17/22

COMPANY NAME: M3 Environmental Cons.

BILL TO: (If Different Location)

9821 Blue Larkspur Ln, Ste 100Monterey, CA 93940

CONTACT:

Alex SuperkoPhone/1<sup>st</sup>.2<sup>nd</sup>:(831) 917-0797 / (831) 649-4623

Email:

Alex @m3environmental.comNow Accepting: **VISA – MASTERCARD**

Price Quoted: \$ \_\_\_\_ / Sample \$ \_\_\_\_ / Layers

**COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)****1. TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]\*\*\*\*Prior confirmation of turnaround time is required

\*\*\*\*Additional charges for rush analysis (please call marketing department for pricing details)

\*\*\*\*Laboratory analysis may be subject to delay if credit terms are not met

**2. TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]**3. DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]  
(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)**4. Project Name:** City of Carmel - Harriet Rowntree Cottage - Exterior ACM/Pb

P.O. Number: \_\_\_\_\_

Project Number: 22089.0 - T1

| EMC<br>SAMPLE # | CLIENT<br>SAMPLE # | DATE & TIME<br>SAMPLED | LOCATION/MATERIAL<br>TYPE | Samples<br>Accepted<br>Yes / No | AIR SAMPLE INFO / COMMENTS |     |              |
|-----------------|--------------------|------------------------|---------------------------|---------------------------------|----------------------------|-----|--------------|
|                 |                    |                        |                           |                                 | ON                         | OFF | FLOW<br>RATE |
| <u>1-12</u>     | <u>L1-L12</u>      | <u>3/16/22</u>         |                           | <u>Y</u> N                      |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |

PLEASE SEE THE ATTACHED LOG

ACM

PB

**SPECIAL INSTRUCTIONS:**Sample Collector: (Print) Alex Superko

(Signature)

Relinquished by: [Signature]Date/Time: 3/16/22Received by: [Signature]Date/Time: 3/17/22Relinquished by: [Signature]Date/Time: 3/17/22 5PMReceived by: [Signature]Date/Time: 3/17/22 5PM

Relinquished by: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Received by: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\*\* In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.





Client: City of Carmel  
Project Name: ACM/Pb Demo  
Site Address: Sunset Center  
Building: Hammel Rowntree Cottage  
Project No.: 22089.0 - T1

### Lead Bulk Sampling Log

Sample Date: 7/1/21  
Inspector: Alex Superko  
CDPH No. 25105

| Sample No. | Color | Substrate | Building Component | Sample Location (interior/exterior) | Notes/Result |
|------------|-------|-----------|--------------------|-------------------------------------|--------------|
| L1         | Tan   | wood      | e lapboard siding  | Hammel Rowntree Cottage             |              |
| L2         | Brown | wood      | window             |                                     |              |
| L3         | Brown | wood      | window frame       |                                     |              |
| L4         | Brown | wood      | door               |                                     |              |
| L5         | Brown | wood      | door frame         |                                     |              |
| L6         | Red   | wood      | door               |                                     |              |
| L7         | Tan   | wood      | eave               |                                     |              |
| L8         | Tan   | wood      | beam               |                                     |              |
| L9         | Brown | wood      | facia              |                                     |              |
| L10        | tan   | metal     | Gutter             |                                     |              |
| L11        | tan   | metal     | flc                |                                     |              |
| L12        | Black | metal     | Railing            |                                     |              |

Page 1 of 1





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**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|                        |   |                          |            |
|------------------------|---|--------------------------|------------|
| <b>EMC LAB #:</b>      | L90397  | <b>DATE RECEIVED:</b>    | 03/17/22   |
| <b>CLIENT:</b>         | M3 Environmental Consultants                                  | <b>REPORT DATE:</b>      | 03/24/22   |
|                        |   | <b>DATE OF ANALYSIS:</b> | 03/21/22   |
| <b>CLIENT ADDRESS:</b> | 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940          | <b>P.O. NO.:</b>         |            |
| <b>PROJECT NAME:</b>   | City of Carmel – Theater Bldg. (S. Main) – Exterior<br>ACM/Pb | <b>PROJECT NO.:</b>      | 22089.0-T1 |

| EMC #<br>L90397- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                 | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|-----------------------------|---------------------------------------|------------------|
| 1                | 03/16              | L1                 | Tan – Stucco – Wall         | 0.049                                 | 0.106            |
| 2                | 03/16              | L2                 | Brown – Wood – Trim         | 0.022                                 | BRL              |
| 3                | 03/16              | L3                 | Brown – Wood – Window       | 0.033                                 | BRL              |
| 4                | 03/16              | L4                 | Brown – Wood – Window Frame | 0.023                                 | BRL              |
| 5                | 03/16              | L5                 | Brown – Wood – Door         | 0.034                                 | BRL              |
| 6                | 03/16              | L6                 | Brown – Wood – Door Frame   | 0.032                                 | 2.49             |

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**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler





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**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|  |  |                                   |  |
|--|--|-----------------------------------|--|
| <b>EMC LAB #:</b> L90397   |  | <b>DATE RECEIVED:</b> 03/17/22    |  |
| <b>CLIENT:</b> M3 Environmental Consultants  |  | <b>REPORT DATE:</b> 03/24/22      |  |
|  |  | <b>DATE OF ANALYSIS:</b> 03/21/22 |  |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940        |  | <b>P.O. NO.:</b>                  |  |
| <b>PROJECT NAME:</b> City of Carmel – Theater Bldg. (S. Main) – Exterior<br>ACM/Pb |  | <b>PROJECT NO.:</b> 22089.0-T1    |  |

| EMC #<br>L90397- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION          | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|----------------------|---------------------------------------|------------------|
| 7                | 03/16              | L7                 | Black – Metal – Rail | 0.027                                 | BRL              |
| 8                | 03/16              | L8                 | Brown – Wood – Vent  | 0.021                                 | 0.275            |

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**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler



Page \_\_\_\_ of \_\_\_\_

**CHAIN OF CUSTODY**

EMC Labs, Inc.  
9830 S. 51<sup>ST</sup> St., Ste B-109  
Phoenix, AZ 85044  
(800) 362-3373 Fax (480) 893-1726

|        |         |
|--------|---------|
| LAB#:  | 290397  |
| TAT:   | 5 days  |
| Rec'd: | 3-17-22 |

COMPANY NAME: M3 Environmental Cons.  
9821 Blue Larkspur Ln, Ste 100  
Monterey, CA 93940  
 CONTACT: Alex Superko  
 Phone/1<sup>st</sup>, 2<sup>nd</sup>: (831) 917-0797 / (831) 649-4623  
 Email: Alex@m3environmental.com

BILL TO: (If Different Location)

Now Accepting: **VISA - MASTERCARD**

Price Quoted: \$\_\_\_\_ / Sample \$\_\_\_\_ / Layers

**COMPLETE ITEMS 1-4:** (Failure to complete any items may cause a delay in processing or analyzing your samples)**1. TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

\*\*\*\*Prior confirmation of turnaround time is required

\*\*\*\*Additional charges for rush analysis (please call marketing department for pricing details)

\*\*\*\*Laboratory analysis may be subject to delay if credit terms are not met

**2. TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]**3. DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

**4. Project Name:** City of Carmel - Theater Bldg (S. Main) - Exterior ACM/PbP.O. Number: \_\_\_\_\_ Project Number: 22089.0 - T1

| EMC<br>SAMPLE # | CLIENT<br>SAMPLE # | DATE & TIME<br>SAMPLED | LOCATION/MATERIAL<br>TYPE | Samples<br>Accepted<br>Yes / No | AIR SAMPLE INFO / COMMENTS<br>ON OFF FLOW<br>RATE |  |  |
|-----------------|--------------------|------------------------|---------------------------|---------------------------------|---|--|--|
| 1-8             | 41-48              | 3/16/22                |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |
|                 |                    |                        |                           | Y N                             |   |  |  |

PLEASE SEE THE ATTACHED LOG

ACM

Pb

**SPECIAL INSTRUCTIONS:**Sample Collector: (Print) Alex SuperkoRelinquished by: [Signature] Date/Time: 3/16/22 Received by: [Signature] Date/Time: 3/17/22Relinquished by: [Signature] Date/Time: 3/17/22 Received by: [Signature] Date/Time: 3/18/22

Relinquished by: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\*\* In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.





Client: City of Carmel  
Project Name: ACM/Pb Demo  
Site Address: Sunset Center  
Building: Theater (Main)  
Project No.: 22089.0 - T1

## Lead Bulk Sampling Log

Sample Date: 7/1/21  
Inspector: Alex Superko  
CDPH No. 25105

| Sample No. | Color | Substrate | Building Component | Sample Location (interior/exterior) | Notes/Result |
|------------|-------|-----------|--------------------|-------------------------------------|--------------|
| C1         | Tan   | Stucco    | Wall               |                                     |              |
| C2         | Brown | Wood      | Trim               |                                     |              |
| C3         | Brown | Wood      | Window             |                                     |              |
| C4         | Brown | Wood      | Window frame       |                                     |              |
| C5         | Brown | Wood      | door               |                                     |              |
| C6         | Brown | Wood      | door frame         |                                     |              |
| C7         | Black | metal     | Rail               |                                     |              |
| C8         | Brown | wood      | vent               |                                     |              |
|            |       |           |                    |                                     |              |
|            |       |           |                    |                                     |              |
|            |       |           |                    |                                     |              |
|            |       |           |                    |                                     |              |
|            |       |           |                    |                                     |              |

2903917





9830 South 51<sup>st</sup> Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726  
 emclab@emclabs.com

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|                        |   |                          |              |
|------------------------|---|--------------------------|--------------|
| <b>EMC LAB #:</b>      | L90398  | <b>DATE RECEIVED:</b>    | 03/17/22     |
| <b>CLIENT:</b>         | M3 Environmental Consultants                              | <b>REPORT DATE:</b>      | 03/24/22     |
|                        |   | <b>DATE OF ANALYSIS:</b> | 03/23/22     |
| <b>CLIENT ADDRESS:</b> | 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940      | <b>P.O. NO.:</b>         |              |
| <b>PROJECT NAME:</b>   | City of Carmel – North Main Building – Exterior<br>ACM/Pb | <b>PROJECT NO.:</b>      | 22089.0 – T1 |

| EMC #<br>L90398- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                              | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT  |
|------------------|--------------------|--------------------|--|---------------------------------------|-------------------|
| 1                | 03/16              | L1                 | Tan – Stucco – Wall – N. Main E.         | 0.018                                 | BRL               |
| 2                | 03/16              | L2                 | Brown – Wood – Window – N. Main E.       | 0.041                                 | 0.388             |
| 3                | 03/16              | L3                 | Brown – Wood – Window Frame – N. Main E. | 0.27                                  | 5.81 <sup>^</sup> |
| 4                | 03/16              | L4                 | Brown – Wood – Door – N. Main E.         | 0.090                                 | BRL               |
| 5                | 03/16              | L5                 | Brown – Wood – Door Frame – N. Main E.   | 0.28                                  | 18.5 <sup>^</sup> |
| 6                | 03/16              | L6                 | Black – Metal – Banister – N. Main E.    | 0.043                                 | BRL               |

<sup>^</sup> = Dilution Factor Changed \* = Excessive Substrate May Bias Sample Results BRL = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results. EMC Labs, Inc. (ID 101586) is accredited by the AIHA Laboratory Accreditation Programs, LLC (AIHA-LAP, LLC) in the Environmental Lead accreditation program(s) for Paint, Settled Dust by Wipe, Soil and Airborne Dust Fields of Testing as documented by the Scope of Accreditation Certificate and associated Scope. AIHA-LAP, LLC accreditation complies with the ISO/IEC Standard 17025:2017 requirements. The customer provides the Project number, name, address, sampling date, identification, and description. EMC Labs, Inc. is an EPA Recognized Testing Lab.

These reports are for the exclusive use of the addressed client and are rendered upon the condition that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. Samples not destroyed in testing are retained a maximum of sixty (60) days.

**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler





9830 South 51<sup>st</sup> Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726  
 emclab@emclabs.com

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|  |  |                                   |  |
|--|--|-----------------------------------|--|
| <b>EMC LAB #:</b> L90398   |  | <b>DATE RECEIVED:</b> 03/17/22    |  |
| <b>CLIENT:</b> M3 Environmental Consultants                                    |  | <b>REPORT DATE:</b> 03/24/22      |  |
|  |  | <b>DATE OF ANALYSIS:</b> 03/23/22 |  |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940    |  | <b>P.O. NO.:</b>                  |  |
| <b>PROJECT NAME:</b> City of Carmel – North Main Building – Exterior<br>ACM/Pb |  | <b>PROJECT NO.:</b> 22089.0 – T1  |  |

| EMC #<br>L90398- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                                    | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT   |
|------------------|--------------------|--------------------|--|---------------------------------------|--------------------|
| 7                | 03/16              | L7                 | Brown – Wood – Pillar – N. Main E.             | 0.068                                 | 6.16               |
| 8                | 03/16              | L8                 | Brown – Wood – Beam – N. Main E.               | 0.60                                  | 12.1 <sup>^</sup>  |
| 9                | 03/16              | L9                 | Brown – Wood – Eave – N. Main E.               | 0.031                                 | 3.82               |
| 10               | 03/16              | L10                | Light Brown – Wood – Window – N. Main E.       | 0.016                                 | 0.305              |
| 11               | 03/16              | L11                | Light Brown – Wood – Window Frame – N. Main E. | 0.035                                 | 0.176              |
| 12               | 03/16              | L12                | Light Brown – Wood – Pillar – N. Main E.       | 1.1                                   | 35.6 <sup>^^</sup> |

<sup>^</sup> = Dilution Factor Changed \* = Excessive Substrate May Bias Sample Results BRL = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

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**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler



9830 South 51<sup>st</sup> Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726[emclab@emclabs.com](mailto:emclab@emclabs.com)

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|                        |   |                          |              |
|------------------------|---|--------------------------|--------------|
| <b>EMC LAB #:</b>      | L90398  | <b>DATE RECEIVED:</b>    | 03/17/22     |
| <b>CLIENT:</b>         | M3 Environmental Consultants                              | <b>REPORT DATE:</b>      | 03/24/22     |
|                        |   | <b>DATE OF ANALYSIS:</b> | 03/23/22     |
| <b>CLIENT ADDRESS:</b> | 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940      | <b>P.O. NO.:</b>         |              |
| <b>PROJECT NAME:</b>   | City of Carmel – North Main Building – Exterior<br>ACM/Pb | <b>PROJECT NO.:</b>      | 22089.0 – T1 |

| EMC #<br>L90398- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                                  | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|--|---------------------------------------|------------------|
| 13               | 03/16              | L13                | Light Brown – Wood – Beam – N. Main E.       | 0.19                                  | 21.2^            |
| 14               | 03/16              | L14                | Light Brown – Metal – Downspout – N. Main E. | 0.043                                 | 0.236            |
| 15               | 03/16              | L15                | Tan – Concrete – Ramp – N. Main E.           | 0.020                                 | 0.027            |
| 16               | 03/16              | L16                | Tan – Metal – Rollup – N. Main E.            | 0.083                                 | BRL              |
| 17               | 03/16              | L17                | Brown – Wood – Garage Door – N. Main E.      | 0.033                                 | BRL              |

^ = Dilution Factor Changed \* = Excessive Substrate May Bias Sample Results BRL = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

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Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results. EMC Labs, Inc. (ID 101586) is accredited by the AIHA Laboratory Accreditation Programs, LLC (AIHA-LAP, LLC) in the Environmental Lead accreditation program(s) for Paint, Settled Dust by Wipe, Soil and Airborne Dust Fields of Testing as documented by the Scope of Accreditation Certificate and associated Scope. AIHA-LAP, LLC accreditation complies with the ISO/IEC Standard 17025:2017 requirements. The customer provides the Project number, name, address, sampling date, identification, and description. EMC Labs, Inc. is an EPA Recognized Testing Lab.

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**ANALYST:**
  
 Jason Thompson
**QA COORDINATOR:**
  
 Kurt Kettler



Page \_\_\_\_ of \_\_\_\_

**CHAIN OF CUSTODY**

EMC Labs, Inc.  
9830 S. 51<sup>ST</sup> St., Ste B-109  
Phoenix, AZ 85044  
(800) 362-3373 Fax (480) 893-1726

LAB#: 290398  
TAT: 5 day  
Rec'd: 3/17/22

COMPANY NAME: M3 Environmental Cons.

BILL TO: (If Different Location)

9821 Blue Larkspur Ln, Ste 100Monterey, CA 93940

CONTACT:

Alex Superko

Phone/Fax:

(831) 917-0797 / (831) 649-4623

Email:

Alex @m3environmental.comNow Accepting: **VISA – MASTERCARD**

Price Quoted: \$ \_\_\_\_ / Sample \$ \_\_\_\_ / Layers

**COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)****1. TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]\*\*\*\*Prior confirmation of turnaround time is required

\*\*\*\*Additional charges for rush analysis (please call marketing department for pricing details)

\*\*\*\*Laboratory analysis may be subject to delay if credit terms are not met

**2. TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]**3. DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

**4. Project Name:** City of Carmel - North Main Building - Exterior ACM/Pb

P.O. Number: \_\_\_\_\_

Project Number: 22089.0 - T1

| EMC<br>SAMPLE # | CLIENT<br>SAMPLE # | DATE & TIME<br>SAMPLED | LOCATION/MATERIAL<br>TYPE | Samples<br>Accepted<br>Yes / No | AIR SAMPLE INFO / COMMENTS |     |              |
|-----------------|--------------------|------------------------|---------------------------|---------------------------------|----------------------------|-----|--------------|
|                 |                    |                        |                           |                                 | ON                         | OFF | FLOW<br>RATE |
| <u>1-17</u>     | <u>U-L17</u>       | <u>3/16/22</u>         |                           | <u>(Y)</u>                      |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |

PLEASE SEE THE ATTACHED LOG

ACM 12Pb (12)**SPECIAL INSTRUCTIONS:**Sample Collector: (Print) Alex Superko(Signature) [Signature]Relinquished by: [Signature] Date/Time: 3/16/22 Received by: [Signature] Date/Time: 3/17/22Relinquished by: [Signature] Date/Time: 3/16/22 Received by: [Signature] Date/Time: 3/17/22

Relinquished by: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\*\* In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.





Client: City of Carmel  
Project Name: ACM/Pb Demo  
Site Address: Sunset Center  
Building: North Main  
Project No.: 22089.0 - T1

## Lead Bulk Sampling Log

Sample Date: July 31 2011  
Inspector: Alex Superko  
CDPH No. 25105

| Sample No. | Color       | Substrate | Building Component | Sample Location (interior/exterior) | Notes/Result |
|------------|-------------|-----------|--------------------|-------------------------------------|--------------|
| L1         | Tan         | Stucco    | wall               | Main E                              |              |
| L2         | Brown       | wood      | window             |                                     |              |
| L3         | Brown       | wood      | window frame       |                                     |              |
| L4         | Brown       | wood      | door               |                                     |              |
| L5         | Brown       | wood      | door frame         |                                     |              |
| L6         | Black       | mehl      | banister           |                                     |              |
| L7         | Brown       | wood      | pillar             |                                     |              |
| L8         | Brown       | wood      | beam               |                                     |              |
| L9         | Brown       | wood      | eave               |                                     |              |
| L10        | light brown | wood      | window             |                                     |              |
| L11        | light brown | wood      | window frame       |                                     |              |
| L12        | light brown | wood      | pillar             |                                     |              |

Page 1 of 2





|               |                |
|---------------|----------------|
| Client:       | City of Carmel |
| Project Name: | ACM/Pb Demo    |
| Site Address: | Sunset Center  |
| Building:     |                |
| Project No.:  | 22089.0 - T1   |

Sample Date: 7/18/21

Inspector: Alex Suparto

CDPH No. 25105

[illegible]

Page 2 of 2



## **APPENDIX B**

### **SAMPLE LOCATION MAPS**

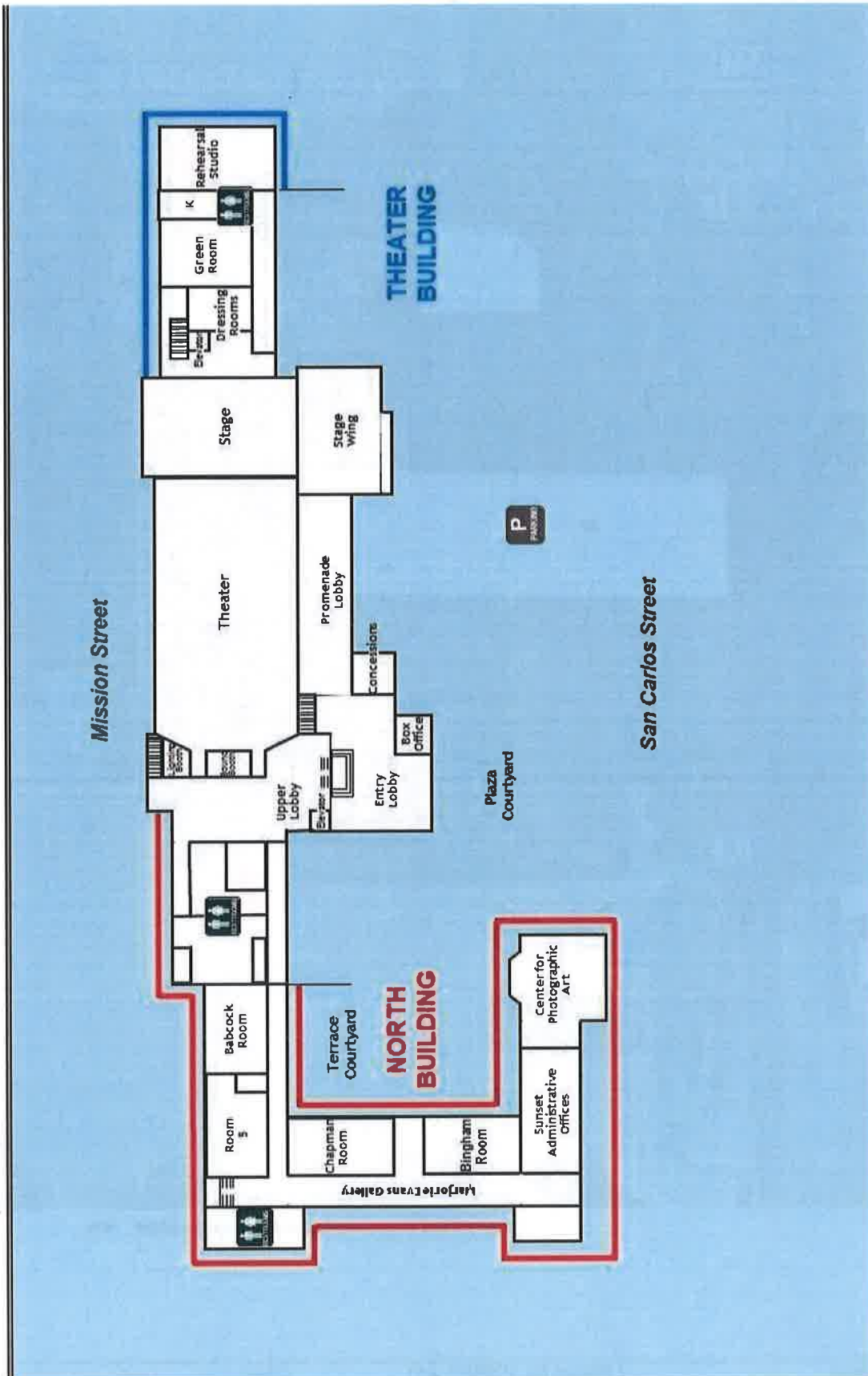











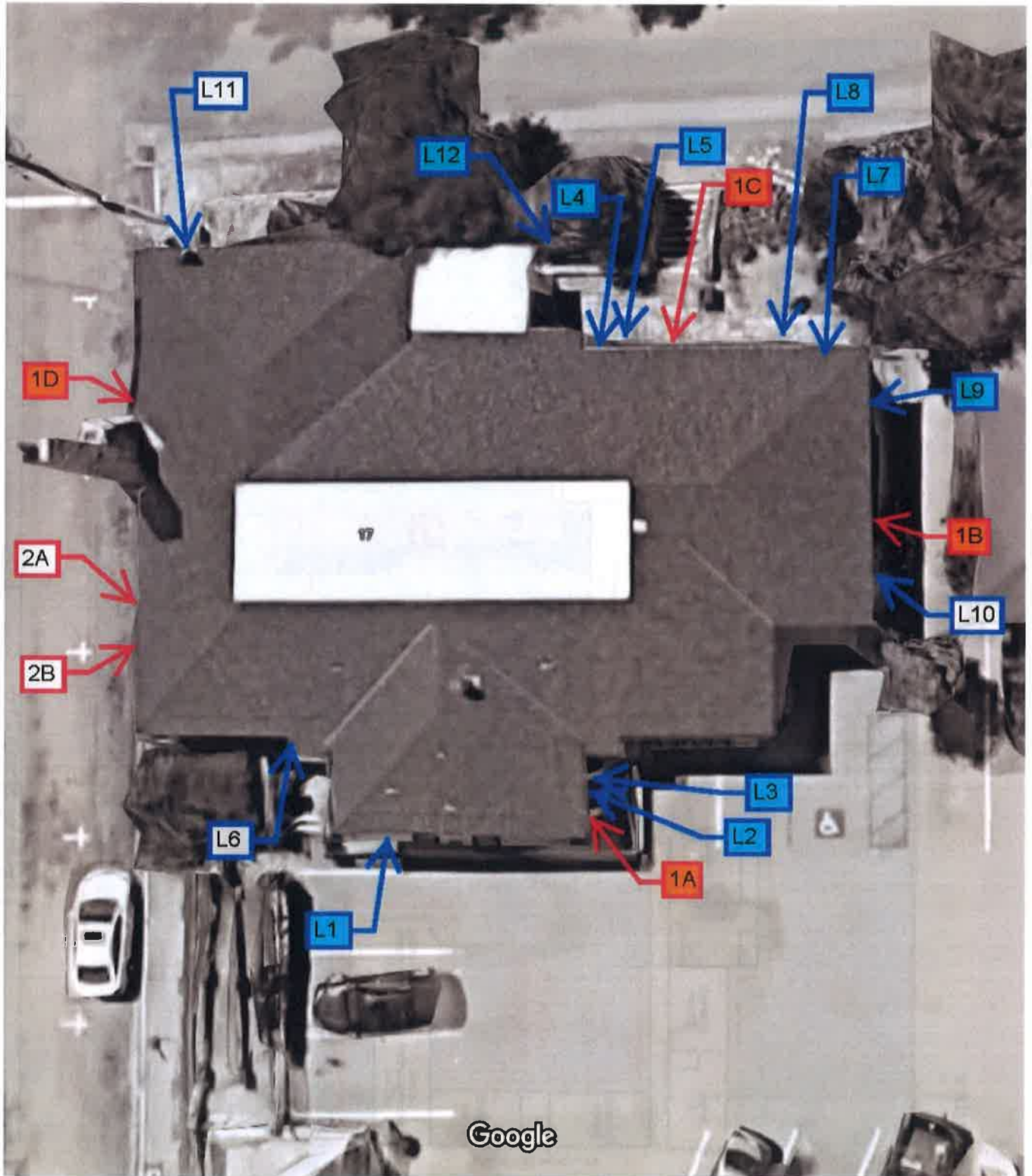
# Site Map

Hazardous Materials Testing Areas



|  |                          |   |   |
|--|--------------------------|---|---|
| Client: City of Camel                    | Project No. 22089.0 – T1 |     |  ENVIRONMENTAL LLC |
| Project Name: Exterior Lead and Asbestos | Date: February 3/16/22   |   |   |
| Location: Sunset Center                  |                          |   |   |
| Floor: Main Building (North and South)   |                          | Key:<br>Asbestos sample<br>Lead sample<br>Positive material   |   |





Imagery ©2022 Google, Map data ©2022, Map data ©2022 5 m

Client: City of Carmel  
 Project Name: Exterior Lead and Asbestos  
 Location: Sunset Center  
 Floor: Harriet Rountree Cottage

Project No. 22089.0 – T1  
 Date: February 3/16/22

Key:  
 Asbestos sample  
 Lead sample  
 Positive material







Imagery ©2022 Google, Map data ©2022, Map data ©2022 2 m

Client: City of Carmel  
 Project Name: Exterior ACM/Pb  
 Location: Sunset Center  
 Floor: Yoga Shala by the Sea

Project No. 22089.0 – T1  
 Date: 3/16/22

Key:  
 Asbestos sample  
 Lead sample  
 Positive material





**APPENDIX C.3**

**HAZARDOUS MATERIALS TESTING RESULTS**

**AT**

**HARRISON MEMORIAL LIBRARY**

**CITY OF CARMEL-BY-THE-SEA**





June 16, 2022

Mr. Cleve J. Waters  
 City of Carmel by the Sea  
 Carmel Public Works  
 Facilities Maintenance Division Supervisor  
 831.620.2075 (c)

Via email:  
[cwaters@ci.carmel.ca.us](mailto:cwaters@ci.carmel.ca.us)

Re: Limited Asbestos and Lead Inspection for the Painting Project at the Harrison Library  
 Located on Ocean and Lincoln Street in Carmel, California.  
 M<sup>3</sup> Project No. 22207.0 Task 1

Dear Mr. Waters:

At your request, M<sup>3</sup> Environmental LLC (M<sup>3</sup>) conducted a limited interior and exterior inspection for suspect asbestos-containing material (ACM) and lead containing paint (LCP) at the Harrison Library located on Ocean Avenue and Lincoln Street in Carmel, California. It is to M<sup>3</sup>'s understanding that the sampling was requested prior to repainting the interior and exterior of the building. At your request sampling was limited to materials that may be impacted by the painting process.

The inspection was performed on June 2, 2022, by Mr. Alex Superko, Certified Site Surveillance Technician (CSST) No. 13-5062, California Department of Public Health (CDPH) Certified Lead in Construction Sampling Technician No. 7864, and Environmental Technician with M<sup>3</sup>, under the direction of Mr. Chris Gatward, CAC No. 92-0216, and Principal of M<sup>3</sup>.

### **Building Description**

The subject building was a two-story, wood framed library with a basement. Interior finishes included plaster, wallboard with joint compound (WB/JC), vinyl floor tiles (VFT), and carpet. The exterior was stucco with a Spanish tile roof.

### **Sampling and Analysis**

#### **Asbestos**

A total of 10 ACM bulk samples were collected and analyzed by PLM using the EPA Method (600/R-93/116, July 1993) "Method for the Determination of Asbestos in Bulk Building Materials". Results of analysis are presented as estimated percentages of asbestos by type (e.g., amosite, chrysotile, crocidolite), as well as types of non-asbestos fibrous materials identified or non-detect (ND).

#### **Lead**

A total of 45 paint chip samples was collected and analyzed for lead. The sample was analyzed in accordance with EPA Method-SW 846-7420 FAA. Results are presented in percent lead by weight (wt%) for paint, parts per million (ppm) for bulk, and below the reporting limit (BRL) if non-lead containing.

All samples were analyzed by EMC Labs, Inc. in Phoenix, Arizona. The laboratory results of the materials sampled during the field investigation are included in Appendix A. The sample location map from the materials sampled during the investigation are included in Appendix B.

### **Results**

#### **Asbestos**

None of the materials collected were determined to contain detectable concentrations of asbestos.



**Non-Asbestos**

| Material No. | Material Description | Material Location |
|--------------|----------------------|-------------------|
| 1            | Window putty         | Exterior          |
| 2            | Stucco               | Exterior          |

**Lead**

| Sample No. | Color       | Substrate | Component             | Lead Content |
|------------|-------------|-----------|-----------------------|--------------|
| L1         | Tan         | Plaster   | Interior wall         | 0.133        |
| L2         | Tan         | Wood      | Interior door         | 0.412        |
| L3         | Tan         | Wood      | Interior door         | 0.819        |
| L4         | Tan         | Wood      | Interior window       | 0.314        |
| L5         | Tan         | Wood      | Interior window frame | 0.305        |
| L6         | Tan         | Metal     | Fire extinguisher box | 0.032        |
| L7         | Tan         | Metal     | Pipe                  | 0.050        |
| L8         | Tan         | Wood      | Baseboard             | 0.145        |
| L9         | Tan         | Wood      | Shelving              | 0.045        |
| L13        | Brown       | Wood      | Cabinetry             | 0.094        |
| L14        | Brown       | Wood      | Baseboard             | 0.317        |
| L15        | Tan         | Wood      | Cabinetry             | 0.170        |
| L17        | Tan         | Plaster   | Fireplace             | 0.506        |
| L18        | Brown       | Wood      | Window frame          | 0.609        |
| L19        | Light brown | Wood      | Beam                  | 0.654        |
| L23        | Light brown | Wood      | Post                  | 1.58         |
| L24        | Tan         | Metal     | Grate                 | 0.383        |
| L25        | Brown       | Wood      | Door frame            | 2.23         |
| L27        | Green       | Wood      | Exterior beam         | 2.44         |
| L28        | Blue        | Wood      | Exterior beam         | 1.49         |
| L29        | Red         | Wood      | Exterior post         | 17.1         |
| L30        | Off-white   | Wood      | Exterior rail         | 0.036        |
| L32        | Black       | Wood      | Exterior Post         | 4.66         |
| L33        | Tan         | Wood      | Exterior door         | 1.38         |
| L34        | Tan         | Wood      | Exterior door frame   | 3.17         |
| L35        | Tan         | Stucco    | Exterior wall         | 0.059        |
| L36        | Tan         | Wood      | Exterior window       | 1.31         |
| L37        | Tan         | Wood      | Exterior window frame | 1.88         |
| L38        | Tan         | Metal     | Exterior downspout    | 0.422        |
| L39        | Black       | Metal     | Exterior rail         | 5.21         |
| L40        | Light blue  | Wood      | Exterior window       | 1.27         |
| L41        | Light blue  | Wood      | Exterior window trim  | 0.631        |
| L42        | Tan         | Metal     | Exterior pipe         | 0.124        |
| L43        | Blue        | Wood      | Exterior door         | 3.91         |
| L45        | Off-white   | Wood      | Exterior flagpole     | 3.70         |



Non-Lead

| Sample No. | Color       | Substrate | Component       | Lead Content |
|------------|-------------|-----------|-----------------|--------------|
| L10        | Tan         | Metal     | Dumbwaiter      | BRL          |
| L11        | Tan         | Metal     | Dumbwaiter trim | BRL          |
| L12        | Black       | Metal     | Handrail        | BRL          |
| L16        | Light brown | Plaster   | Fireplace       | BRL          |
| L20        | Off-white   | Wood      | Ceiling         | BRL          |
| L21        | Light brown | Metal     | Pipe            | BRL          |
| L22        | Tan         | Wb/JC     | Wall            | BRL          |
| L26        | Off-white   | WB/JC     | Wall            | BRL          |
| L31        | Off-white   | Wood      | Exterior Deck   | BRL          |
| L44        | Tan         | Wood      | Exterior beam   | BRL          |

Conclusions/RecommendationsAsbestos

- None of the materials tested were determined to contain detectable concentrations of asbestos.
- No further action is required.
- If any other suspect ACM not identified in this report is found during any renovation or demolition, work should cease, and additional sampling and analysis should be performed to determine if the materials contain asbestos.

Lead

- Prior to impacting any painted components determined to be lead containing, all flaking, peeling paint should be removed and disposed of from a licensed abatement contractor using CDPH certified workers using protection and proper engineering controls. All other paint/materials in good condition may remain in place during renovation or demolition.
- Lead related activities shall not include the use of wire brushing, flame torching, dry scraping, sanding, stripping, abrasive methods, or the use of heat guns unless proper engineering controls and worker protection are in place.
- At the time of removal of any LCP, samples of the lead containing/contaminated waste should be collected and analyzed by the TTLC, STLC, and TCLP in order to determine whether wastes are classified as non-hazardous solid or hazardous waste in California or as defined under the RCRA before transportation and disposal to either a Class I, II, or III landfill.
- Contractors bidding for renovation work should be compliant with the requirements of the Cal/OSHA Lead in Construction Standard (Title 8 CCR 1532.1).

Limitations

A reasonable effort is made by M<sup>3</sup> personnel to locate and sample suspect materials. However, for any facility the existence of unique or concealed hazardous material debris is a possibility. M<sup>3</sup> does not warrant, guarantee or profess to have the ability to locate or identify all hazardous material in a facility. M<sup>3</sup>'s hazardous material testing, results are applicable for the time that testing was conducted and for the condition of surfaces at the time they were tested. During demolition/renovation operations, materials may be uncovered which were not identified during our assessment. Personnel in charge of demolition/renovations should be alerted to note materials uncovered during these operations, which differ substantially from those included in this assessment. M<sup>3</sup> does not guarantee or warrant that the areas surveyed are safe, nor does M<sup>3</sup>'s involvement in this property relieve the Owner of any continuing responsibility of providing a safe environment. M<sup>3</sup> is not, and has no responsibility as a generator, operator, treater, storer, transporter or disposer of hazardous materials or waste found or identified as a result of M<sup>3</sup>'s work.



Thank you for the opportunity to perform these services for you. Please call M<sup>3</sup> at 831.649.4623 with any questions.

Sincerely,  
M<sup>3</sup> Environmental LLC



Alex Superko  
Environmental Technician  
CSST No. 13-5062  
CDPH No. 7864



Chris Gatward  
Principal  
California CAC No. 92-0216

**Attachments:**

Appendix A – Laboratory Results and Chain of Custody  
Appendix B – Sample Location Maps



**APPENDIX A**  
**LABORATORY RESULTS**  
**AND**  
**CHAIN OF CUSTODY**



**EMC LABS, INC.**

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report

**0273951****Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

|               |                                    |                |                  |
|---------------|------------------------------------|----------------|------------------|
| Client:       | M3 ENVIRONMENTAL CONS.             | Job# / P.O. #: | 22207.0 T1       |
| Address:      | 9821 BLUE LARKSPUR LN, STE 100     | Date Received: | 06/03/2022       |
|               | MONTEREY CA 93940                  | Date Analyzed: | 06/08/2022       |
| Collected:    | 06/02/2022                         | Date Reported: | 06/08/2022       |
| Project Name: | CITY OF CARMEL-OCEAN & LINCOLN ST. | EPA Method:    | EPA 600/R-93/116 |
| Address:      | CARMEL-LTD ACM/Pb PAINTING         | Submitted By:  | ALEX SUPERKO     |
|               |                                    | Collected By:  |                  |

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                                     |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|--|
| 0273951-001<br>1A   | EXTERIOR           | Window Putty, Beige/ Gray          | No                   | None Detected        | Cellulose Fiber 65%<br>Carbonates<br>Gypsum<br>Binder/Filler 35% |
| 0273951-002<br>1B   | EXTERIOR           | Window Putty, White/ Tan           | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler 100%                       |
| 0273951-003<br>1C   | EXTERIOR           | Window Putty, White/ Tan           | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler 100%                       |
| 0273951-004<br>1D   | EXTERIOR           | Window Putty, White/ Tan           | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler 100%                       |
| 0273951-005<br>1E   | EXTERIOR           | Window Putty, White/ Tan           | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler 100%                       |
| 0273951-006<br>1F   | EXTERIOR           | Window Putty, White/ Tan           | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler 100%                       |
| 0273951-007<br>1G   | EXTERIOR           | Window Putty, White/ Tan           | No                   | None Detected        | Carbonates<br>Quartz<br>Binder/Filler 100%                       |



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 Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report

**0273951****Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client: M3 ENVIRONMENTAL CONS. Job# / P.O. #: 22207.0 T1  
 Address: 9821 BLUE LARKSPUR LN, STE 100 Date Received: 06/03/2022  
 MONTEREY CA 93940 Date Analyzed: 06/08/2022  
 Collected: 06/02/2022 Date Reported: 06/08/2022  
 Project Name: CITY OF CARMEL-OCEAN & LINCOLN ST. EPA Method: EPA 600/R-93/116  
 Address: CARMEL-LTD ACM/Pb PAINTING Submitted By: ALEX SUPERKO  
 Collected By:

| Lab ID<br>Client ID | Sample<br>Location | Layer Name /<br>Sample Description | Asbestos<br>Detected | Asbestos Type<br>(%) | Non-Asbestos<br>Constituents                                    |
|---------------------|--------------------|------------------------------------|----------------------|----------------------|---|
| 0273951-008<br>2A   | EXTERIOR           | Stucco, Beige/ Gray                | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
| 0273951-009<br>2B   | EXTERIOR           | Stucco, Beige/ Gray                | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |
| 0273951-010<br>2C   | EXTERIOR           | Stucco, Beige/ Gray                | No                   | None Detected        | Quartz<br>Gypsum<br>Mica<br>Carbonates<br>Binder/Filler<br>100% |

  
 Analyst - Dustin White

  
 Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.



Page \_\_\_\_ of \_\_\_\_

**CHAIN OF CUSTODY**

EMC Labs, Inc.  
9830 S. 51<sup>ST</sup> St., Ste B-109  
Phoenix, AZ 85044  
(800) 362-3373 Fax (480) 893-1726

LAB#: 273951  
TAT: 3 Days  
Rec'd: JUN 08 PM

COMPANY NAME: **M3 Environmental Cons.**

BILL TO:

(If Different Location)

9821 Blue Larkspur Ln, Ste 100

Monterey, CA 93940

CONTACT:

Alex Superko

Phone/Fax: 2nd:

(831) 917-0797 / (831) 649-4623

Email:

Alex @m3environmental.com

Now Accepting: **VISA – MASTERCARD**

Price Quoted: \$ \_\_\_\_\_ / Sample \$ \_\_\_\_\_ / Layers

**COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)****1. TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

\*\*\*\*Prior confirmation of turnaround time is required

\*\*\*\*Additional charges for rush analysis (please call marketing department for pricing details)

\*\*\*\*Laboratory analysis may be subject to delay if credit terms are not met

**2. TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]**3. DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

**4. Project Name:** City of Carmel - Ocean and Lincon St., Carmel - Ltd. ACM/Pb Painting**P.O. Number:** \_\_\_\_\_ **Project Number:** 22207.0 - T1

| EMC<br>SAMPLE # | CLIENT<br>SAMPLE # | DATE & TIME<br>SAMPLED | LOCATION/MATERIAL<br>TYPE | Samples<br>Accepted<br>Yes / No | AIR SAMPLE INFO / COMMENTS |     |              |
|-----------------|--------------------|------------------------|---------------------------|---------------------------------|----------------------------|-----|--------------|
|                 |                    |                        |                           |                                 | ON                         | OFF | FLOW<br>RATE |
| 1               | 1A                 | 6/2/22                 |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
| 10              | 2C                 |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |
|                 |                    |                        |                           | Y N                             |                            |     |              |

PLEASE SEE THE ATTACHED LOG  
ACM 10  
Pb 45

**SPECIAL INSTRUCTIONS:**

Sample Collector: (Print) Alex Superko

(Signature)

Relinquished by: Diana Federico Date/Time: 6/2/22 Received by: Diana Federico Date/Time: 6/3/22 1010

Relinquished by: Diana Federico Date/Time: 6/3/22 210 Received by: 722 Date/Time: 6/3/22

Relinquished by: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date/Time: 110

\*\* In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.



273951



# Asbestos Bulk Sampling Log

Client: City of Carmel  
 Project Name: Ltd. ACM/Pb  
 Site Address: Ocean and Lincoln, Carmel  
 Building: Harrison Library  
 Project No.: 22207.0 - T1

Sample Date: 6/2/22  
 Inspector: Alex Superko  
 CAC No.                       
 SST No.                     

| Sample No. | Building / Floor | Area Name | Material Description | Estimated Quantity |    |    | Notes |
|------------|------------------|-----------|----------------------|--------------------|----|----|-------|
|            |                  |           |                      |                    | SF | LF |       |
| 1          |                  | Exterior  | Window Putty         |                    |    |    |       |
| 2          |                  |           |                      |                    |    |    |       |
| 3          |                  |           |                      |                    |    |    |       |
| 4          |                  |           |                      |                    |    |    |       |
| 5          |                  |           |                      |                    |    |    |       |
| 6          |                  |           |                      |                    |    |    |       |
| 7          |                  |           |                      |                    |    |    |       |
| 8          |                  |           |                      |                    |    |    |       |
| 9          |                  |           |                      |                    |    |    |       |
| 10         |                  |           |                      |                    |    |    |       |





9830 South 51<sup>st</sup> Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726  
 emclab@emclabs.com

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|   |  |                                   |  |
|---|--|-----------------------------------|--|
| <b>EMC LAB #:</b> L91670  |  | <b>DATE RECEIVED:</b> 06/03/22    |  |
| <b>CLIENT:</b> M3 Environmental Consultants   |  | <b>REPORT DATE:</b> 06/08/22      |  |
|   |  | <b>DATE OF ANALYSIS:</b> 06/07/22 |  |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940                 |  | <b>P.O. NO.:</b>                  |  |
| <b>PROJECT NAME:</b> City of Carmel -Ocean and Lincoln St., Carmel -Ltd.<br>ACM/Pb Painting |  | <b>PROJECT NO.:</b> 22207.0 -T1   |  |

| EMC #<br>L91670- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                             | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|---|---------------------------------------|------------------|
| 1                | 06/02              | L1                 | Tan / Plaster / Wall / I                | 0.050                                 | 0.133            |
| 2                | 06/02              | L2                 | Tan / Wood / Door / I                   | 0.021                                 | 0.412            |
| 3                | 06/02              | L3                 | Tan / Wood / Door Frame / I             | 0.019                                 | 0.819            |
| 4                | 06/02              | L4                 | Tan / Wood / Window / I                 | 0.031                                 | 0.314            |
| 5                | 06/02              | L5                 | Tan / Wood / Window Frame / I           | 0.010                                 | 0.305            |
| 6                | 06/02              | L6                 | Tan / Metal / Fire Extinguisher Box / I | 0.020                                 | 0.032            |

^ = Dilution Factor Changed \* = Excessive Substrate May Bias Sample Results BRL = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results. EMC Labs, Inc. (ID 101586) is accredited by the AIHA Laboratory Accreditation Programs, LLC (AIHA-LAP, LLC) in the Environmental Lead accreditation program(s) for Paint, Settled Dust by Wipe, Soil and Airborne Dust Fields of Testing as documented by the Scope of Accreditation Certificate and associated Scope. AIHA-LAP, LLC accreditation complies with the ISO/IEC Standard 17025:2017 requirements. The customer provides the Project number, name, address, sampling date, identification, and description. EMC Labs, Inc. is an EPA Recognized Testing Lab.

These reports are for the exclusive use of the addressed client and are rendered upon the condition that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. Samples not destroyed in testing are retained a maximum of sixty (60) days.

**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler





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 emclab@emclabs.com

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|   |  |                                   |  |
|---|--|-----------------------------------|--|
| <b>EMC LAB #:</b> L91670  |  | <b>DATE RECEIVED:</b> 06/03/22    |  |
| <b>CLIENT:</b> M3 Environmental Consultants   |  | <b>REPORT DATE:</b> 06/08/22      |  |
|   |  | <b>DATE OF ANALYSIS:</b> 06/07/22 |  |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940                 |  | <b>P.O. NO.:</b>                  |  |
| <b>PROJECT NAME:</b> City of Carmel -Ocean and Lincoln St., Carmel -Ltd.<br>ACM/Pb Painting |  | <b>PROJECT NO.:</b> 22207.0 -T1   |  |

| EMC #<br>L91670- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                        | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|------------------------------------|---------------------------------------|------------------|
| 7                | 06/02              | L7                 | Tan / Metal / Pipe / I             | 0.023                                 | 0.050            |
| 8                | 06/02              | L8                 | Tan / Wood / Baseboard / I         | 0.025                                 | 0.145            |
| 9                | 06/02              | L9                 | Tan / Wood / Shelving / I          | 0.029                                 | 0.045            |
| 10               | 06/02              | L10                | Tan / Metal / Dumb Waiter / I      | 0.067                                 | BRL              |
| 11               | 06/02              | L11                | Tan / Metal / Dumb Waiter Trim / I | 0.096                                 | BRL              |
| 12               | 06/02              | L12                | Black / Metal / Hand Rail / I      | 0.068                                 | BRL              |

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**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler





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[emclab@emclabs.com](mailto:emclab@emclabs.com)

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

| <b>EMC LAB #:</b> L91670  |                    |                    | <b>DATE RECEIVED:</b> 06/03/22        |                                       |                  |
|---|--------------------|--------------------|---------------------------------------|---------------------------------------|------------------|
| <b>CLIENT:</b> M3 Environmental Consultants   |                    |                    | <b>REPORT DATE:</b> 06/08/22          |                                       |                  |
|   |                    |                    | <b>DATE OF ANALYSIS:</b> 06/07/22     |                                       |                  |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940                 |                    |                    | <b>P.O. NO.:</b>                      |                                       |                  |
| <b>PROJECT NAME:</b> City of Carmel -Ocean and Lincoln St., Carmel -Ltd.<br>ACM/Pb Painting |                    |                    | <b>PROJECT NO.:</b> 22207.0 -T1       |                                       |                  |
| EMC #<br>L91670-  | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                           | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
| 13  | 06/02              | L13                | Brown / Wood / Cabinetry / I          | 0.076                                 | 0.094            |
| 14  | 06/02              | L14                | Brown / Wood / Baseboard / I          | 0.064                                 | 0.317            |
| 15  | 06/02              | L15                | Tan / Wood / Cabinetry / I            | 0.064                                 | 0.170            |
| 16  | 06/02              | L16                | Light Brown / Plaster / Fireplace / I | 0.048                                 | BRL              |
| 17  | 06/02              | L17                | Tan / Plaster / Fireplace / I         | 0.072                                 | 0.506            |
| 18  | 06/02              | L18                | Brown / Wood / Window Frame / I       | 0.048                                 | 0.609            |

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**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler





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[emclab@emclabs.com](mailto:emclab@emclabs.com)

**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|   |  |                                   |  |
|---|--|-----------------------------------|--|
| <b>EMC LAB #:</b> L91670  |  | <b>DATE RECEIVED:</b> 06/03/22    |  |
| <b>CLIENT:</b> M3 Environmental Consultants   |  | <b>REPORT DATE:</b> 06/08/22      |  |
|   |  | <b>DATE OF ANALYSIS:</b> 06/07/22 |  |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940                 |  | <b>P.O. NO.:</b>                  |  |
| <b>PROJECT NAME:</b> City of Carmel -Ocean and Lincoln St., Carmel -Ltd.<br>ACM/Pb Painting |  | <b>PROJECT NO.:</b> 22207.0 -T1   |  |

| EMC #<br>L91670- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                    | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|--------------------------------|---------------------------------------|------------------|
| 19               | 06/02              | L19                | Light Brown / Wood / Beam / I  | 0.048                                 | 0.654            |
| 20               | 06/02              | L20                | Off-White / Wood / Ceiling / I | 0.065                                 | BRL              |
| 21               | 06/02              | L21                | Light Brown / Metal / Pipe / I | 0.022                                 | BRL              |
| 22               | 06/02              | L22                | Tan / WB/JC / Wall / I         | 0.077                                 | BRL              |
| 23               | 06/02              | L23                | Light Brown / Wood / Post / I  | 0.071                                 | 1.58             |
| 24               | 06/02              | L24                | Tan / Metal / Grate / I        | 0.025                                 | 0.383            |

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**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|   |  |                                   |  |
|---|--|-----------------------------------|--|
| <b>EMC LAB #:</b> L91670  |  | <b>DATE RECEIVED:</b> 06/03/22    |  |
| <b>CLIENT:</b> M3 Environmental Consultants   |  | <b>REPORT DATE:</b> 06/08/22      |  |
|   |  | <b>DATE OF ANALYSIS:</b> 06/07/22 |  |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940                 |  | <b>P.O. NO.:</b>                  |  |
| <b>PROJECT NAME:</b> City of Carmel -Ocean and Lincoln St., Carmel -Ltd.<br>ACM/Pb Painting |  | <b>PROJECT NO.:</b> 22207.0 -T1   |  |

| EMC #<br>L91670- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                   | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|-------------------------------|---------------------------------------|------------------|
| 25               | 06/02              | L25                | Brown / Wood / Door Frame / I | 0.060                                 | 2.33             |
| 26               | 06/02              | L26                | Off-White / WB/JC / Wall / I  | 0.073                                 | BRL              |
| 27               | 06/02              | L27                | Green / Wood / Beam / E       | 0.15                                  | 2.44^            |
| 28               | 06/02              | L28                | Blue / Wood / Beam / E        | 0.033                                 | 1.49             |
| 29               | 06/02              | L29                | Red / Wood / Post / E         | 0.42                                  | 17.1^            |
| 30               | 06/02              | L30                | Off-White / Wood / Rail / E   | 0.020                                 | 0.036            |

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**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|   |  |                                   |  |
|---|--|-----------------------------------|--|
| <b>EMC LAB #:</b> L91670  |  | <b>DATE RECEIVED:</b> 06/03/22    |  |
| <b>CLIENT:</b> M3 Environmental Consultants   |  | <b>REPORT DATE:</b> 06/08/22      |  |
|   |  | <b>DATE OF ANALYSIS:</b> 06/07/22 |  |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940                 |  | <b>P.O. NO.:</b>                  |  |
| <b>PROJECT NAME:</b> City of Carmel -Ocean and Lincoln St., Carmel -Ltd.<br>ACM/Pb Painting |  | <b>PROJECT NO.:</b> 22207.0 -T1   |  |

| EMC #<br>L91670- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                 | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|-----------------------------|---------------------------------------|------------------|
| 31               | 06/02              | L31                | Off-White / Wood / Deck / E | 0.156                                 | BRL              |
| 32               | 06/02              | L32                | Black / Wood / Post / E     | 0.10                                  | 4.66^            |
| 33               | 06/02              | L33                | Tan / Wood / Door / E       | 0.020                                 | 1.38             |
| 34               | 06/02              | L34                | Tan / Wood / Door Frame / E | 0.036                                 | 3.17             |
| 35               | 06/02              | L35                | Tan / Stucco / Wall / E     | 0.057                                 | 0.059            |
| 36               | 06/02              | L36                | Tan / Wood / Window / E     | 0.015                                 | 1.31             |

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**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|   |  |                                   |  |
|---|--|-----------------------------------|--|
| <b>EMC LAB #:</b> L91670  |  | <b>DATE RECEIVED:</b> 06/03/22    |  |
| <b>CLIENT:</b> M3 Environmental Consultants   |  | <b>REPORT DATE:</b> 06/08/22      |  |
|   |  | <b>DATE OF ANALYSIS:</b> 06/07/22 |  |
| <b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100<br>Monterey, CA 93940                 |  | <b>P.O. NO.:</b>                  |  |
| <b>PROJECT NAME:</b> City of Carmel -Ocean and Lincoln St., Carmel -Ltd.<br>ACM/Pb Painting |  | <b>PROJECT NO.:</b> 22207.0 -T1   |  |

| EMC #<br>L91670- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                         | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|-------------------------------------|---------------------------------------|------------------|
| 37               | 06/02              | L37                | Tan / Wood / Window Frame / E       | 0.10                                  | 1.88^            |
| 38               | 06/02              | L38                | Tan / Metal / Downspout / E         | 0.114                                 | 0.422            |
| 39               | 06/02              | L39                | Black / Metal / Rail / E            | 0.053                                 | 5.21             |
| 40               | 06/02              | L40                | Light Blue / Wood / Window / E      | 0.020                                 | 1.27             |
| 41               | 06/02              | L41                | Light Blue / Wood / Window Trim / E | 0.018                                 | 0.631            |
| 42               | 06/02              | L42                | Tan / Metal / Pipe / E              | 0.030                                 | 0.124            |

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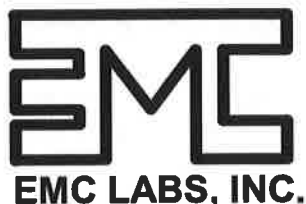
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**LEAD (Pb) IN PAINT CHIP SAMPLES**  
**EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420**

|   |  |                                   |  |
|---|--|-----------------------------------|--|
| <b>EMC LAB #:</b> L91670  |  | <b>DATE RECEIVED:</b> 06/03/22    |  |
| <b>CLIENT:</b> M3 Environmental Consultants   |  | <b>REPORT DATE:</b> 06/08/22      |  |
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| <b>PROJECT NAME:</b> City of Carmel -Ocean and Lincoln St., Carmel -Ltd.<br>ACM/Pb Painting |  | <b>PROJECT NO.:</b> 22207.0 -T1   |  |

| EMC #<br>L91670- | SAMPLE<br>DATE /22 | CLIENT<br>SAMPLE # | DESCRIPTION                     | REPORTING<br>LIMIT<br>(%Pb by weight) | %Pb BY<br>WEIGHT |
|------------------|--------------------|--------------------|---------------------------------|---------------------------------------|------------------|
| 43               | 06/02              | L43                | Blue / Wood / Door / E          | 0.030                                 | 3.91             |
| 44               | 06/02              | L44                | Tan / Wood / Beam / E           | 0.107                                 | BRL              |
| 45               | 06/02              | L45                | Off-White / Wood / Flagpole / E | 0.28                                  | 3.70^            |

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**ANALYST:**

Jason Thompson

**QA COORDINATOR:**

Kurt Kettler



LAB#: L91670  
TAT: 3 days  
Rec'd JUN 03 2022

Rev. 09/01/08





# Lead Bulk Sampling Log

Client: City of Carmel  
 Project Name: Ltd. ACM/Pb  
 Site Address: Ocean and Lincoln St., Carmel  
 Building: Harrison Library  
 Project No.: 22207.0 - T1

Sample Date: 6/2/22  
 Inspector: Alex Superko  
 CDPH No. 25105

| Sample No. | Color | Substrate | Building Component    | Sample Location (interior/exterior) | Notes/Result |
|------------|-------|-----------|-----------------------|-------------------------------------|--------------|
| L1         | Tan   | Plaster   | wc /                  | I                                   |              |
| L2         | 1     | wood      | door                  |                                     |              |
| L3         |       |           | door frame            |                                     |              |
| L4         |       |           | window                |                                     |              |
| L5         |       |           | Window frame          |                                     |              |
| L6         |       | metal     | fire extinguisher Box |                                     |              |
| L7         |       |           | pipe                  |                                     |              |
| L8         |       | wood      | baseboard             |                                     |              |
| L9         |       |           | shelving              |                                     |              |
| L10        |       | metal     | Dumb waiter           |                                     |              |
| L11        |       |           | Dumb waiter trim      |                                     |              |
| L12        | Black |           | hand Rail             |                                     |              |





## Lead Bulk Sampling Log

Client: City of Carmel  
Project Name: Ltd. ACM/Pb  
Site Address: Ocean and Lincoln St., Carmel  
Building: Harrison Library  
Project No.: 22207.0 - T1

Sample Date: 6/2/22  
Inspector: Alex Superko  
CDPH No. 25105

| Sample No. | Color       | Substrate | Building Component | Sample Location (Interior/exterior) | Notes/Result |
|------------|-------------|-----------|--------------------|-------------------------------------|--------------|
| L13        | Brown       | wood      | Cabinetry          | I                                   |              |
| L14        |             |           | baseboard          |                                     |              |
| L15        | Tan         |           | Cabinetry          |                                     |              |
| L16        | light brown | Plaster   | fireplace          |                                     |              |
| L17        | Tan         |           |                    |                                     |              |
| L18        | Brown       | wood      | window frame       |                                     |              |
| L19        | light brown | wood      | beam               |                                     |              |
| L20        | off-white   | wood      | ceiling            |                                     |              |
| L21        | light Brown | metal     | Pipe               |                                     |              |
| L22        | Tan         | WB/JC     | wall               |                                     |              |
| L23        | light Brown | wood      | Post               |                                     |              |
| L24        | Tan         | metal     | Grate              |                                     |              |

Page 2 of 4





## Lead Bulk Sampling Log

Client: City of Carmel  
Project Name: Ltd. ACM/Pb  
Site Address: Ocean and Lincoln St., Carmel  
Building: Harrison Library  
Project No.: 22207.0 - T1

Sample Date: 6/2/22  
Inspector: Alex Superko  
CDPH No. 25105

| Sample No. | Color     | Substrate | Building Component | Sample Location (interior/exterior) | Notes/Result |
|------------|-----------|-----------|--------------------|-------------------------------------|--------------|
| L25        | Brown     | wood      | door frame         | D                                   |              |
| L26        | off-white | WB/X      | wall               |                                     |              |
| L27        | Green     | wood      | beam               | E                                   |              |
| L28        | Blue      | wood      | beam               |                                     |              |
| L29        | Red       | wood      | in Post            |                                     |              |
| L30        | off-white | wood      | Rail               |                                     |              |
| L31        | off-white | wood      | deck               |                                     |              |
| L32        | Black     | wood      | Post               |                                     |              |
| L33        | Tan       | wood      | door               |                                     |              |
| L34        | Tan       |           | door frame         |                                     |              |
| L35        | Tan       | straw     | wall               |                                     |              |
| L36        |           | wood      | wind               |                                     |              |

Page 3 of 4





## Lead Bulk Sampling Log

Client: City of Carmel  
Project Name: Ltd. ACM/Pb  
Site Address: Ocean and Lincoln St., Carmel  
Building: Harrison Library  
Project No.: 22207.0 - T1

Sample Date: 6/2/22  
Inspector: Alex Superko  
CDPH No. 25105

| Sample No. | Color      | Substrate | Building Component | Sample Location (Interior/exterior) | Notes/Result |
|------------|------------|-----------|--------------------|-------------------------------------|--------------|
| L37        | Tan        | wood      | window frame       | E                                   |              |
| L38        |            | metal     | oversight          |                                     |              |
| L39        | Black      | metal     | Roof               |                                     |              |
| L40        | light grey | wood      | window             |                                     |              |
| L41        |            |           | window trim        |                                     |              |
| L42        | Tan        | metal     | fire               |                                     |              |
| L43        | Black      | wood      | door               |                                     |              |
| L44        | Tan        | wood      | beam               |                                     |              |
| L45        | off-white  | wood      | flag pole          |                                     |              |
|            |            |           |                    |                                     |              |
|            |            |           |                    |                                     |              |
|            |            |           |                    |                                     |              |

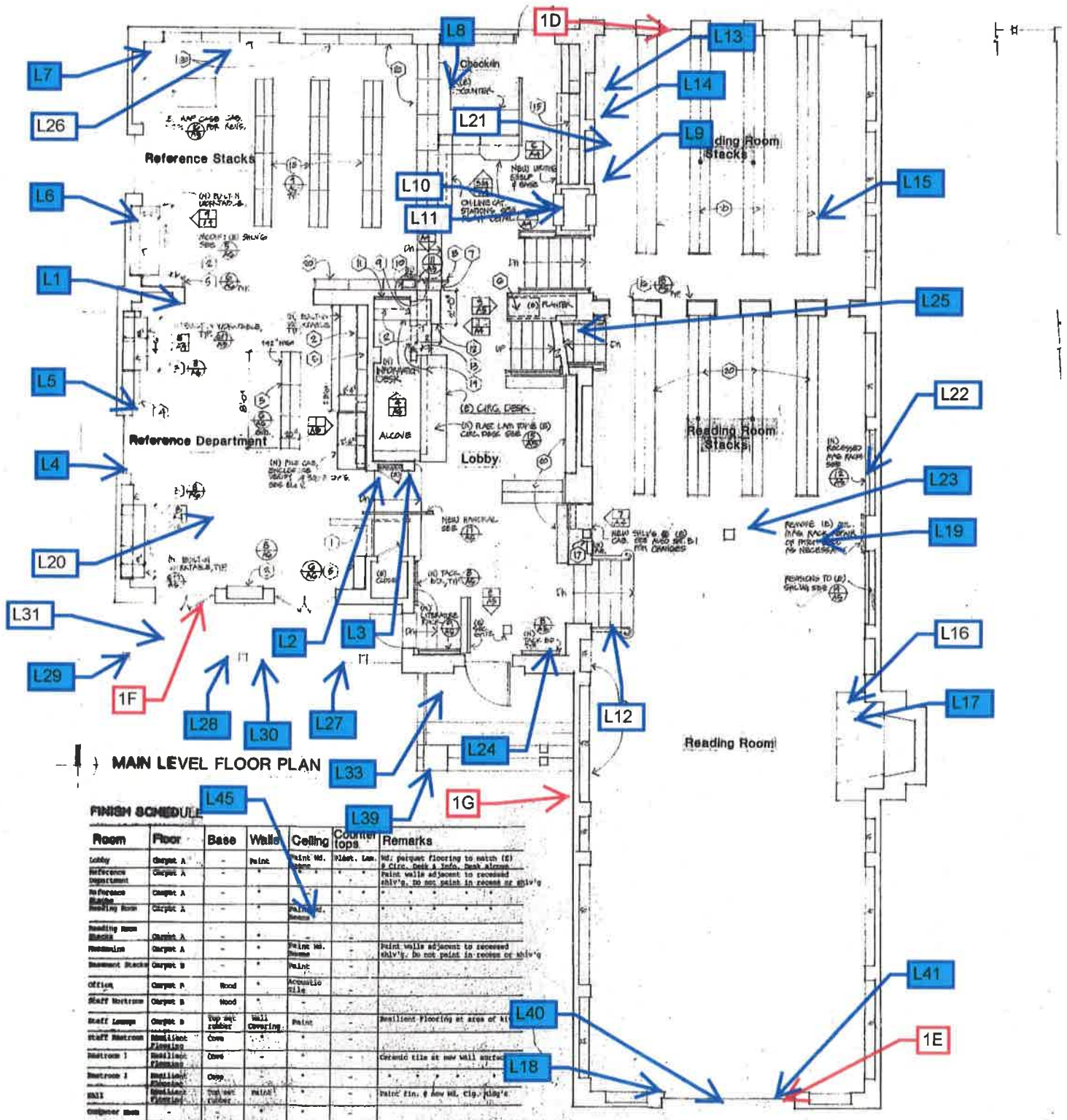
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## **APPENDIX B**

### **SAMPLE LOCATION MAPS**





Client: City of Carmel  
 Project Name: ACM/Pb Reno  
 Location: Harris Library  
 Floor: Upstairs

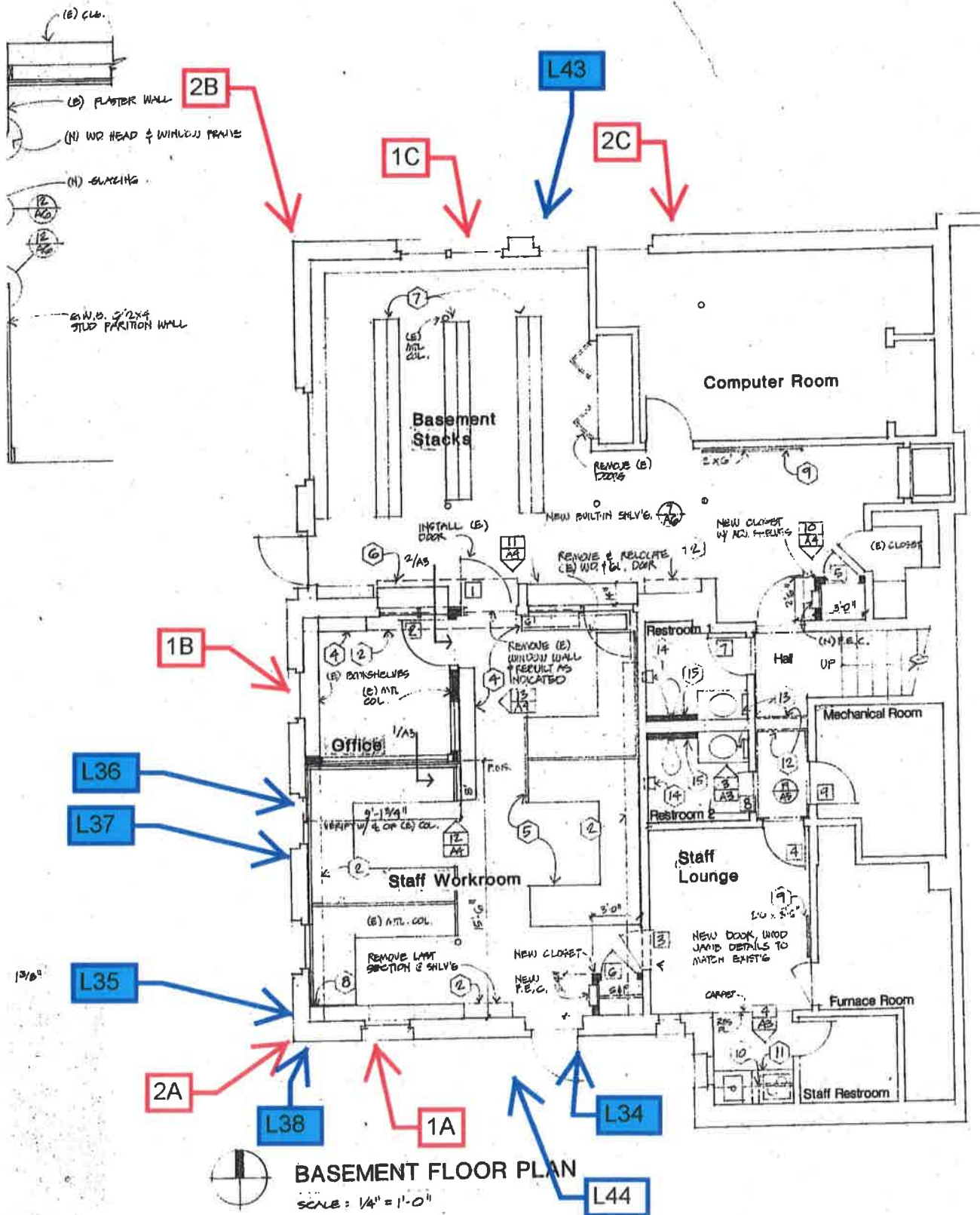
Project No. 22207.0 - T1  
 Date: 6/2/22

Key:  
 Asbestos sample  
 Lead sample  
 Positive material

1A  
 L1  
 1A  
 L1

**M<sup>3</sup>**  
 ENVIRONMENTAL LLC





# **SHEET NOTES**

1. Not used.
2. Remove (E) shelving units attached to wall. Contractor to move unused units to storage area.

9. New tack board, sizes as indicated.
10. Revise (E) cabinet for installation of microwave oven.
11. Remove (E) undercounter refrigerator, install new refrigerator.

Client: City of Carmel  
 Project Name: ACM/Pb Reno  
 Location: Harrison Library  
 Floor: Basement

Project No. 22207.0 - T1  
 Date: June 2, 2022

Key:  
 Asbestos sample  
 Lead sample  
 Positive material

