

PUBLIC WORKS CONTRACT (Informal Bid)

Demolition/Dismantle and Removal for Recycling at Modular Building at 399 Madison Street Project  
(30c0817)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 6 day of June 2016, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and ZL CONSTRUCTION CORPORATION hereinafter referred to as the "Contractor";

**WITNESSETH:**

WHEREAS, the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Plans, Specifications, and Addenda and Contractor's proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for **Demolition/Dismantle and Removal for Recycling at Modular Building at 399 Madison Street Project**. Work is to be as set out in the Plans, Specifications, and Addenda on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated March 29, 2016, for the Total Bid (Items 1 through 4), in an amount not to exceed **Forty Seven Thousand Seven Hundred Fifty dollars (\$47,750.00)** plus a sum of up to 10% for such contingencies as the City Manager, or his designee, deems appropriate.
2. **TIME OF PERFORMANCE.** The work under this contract shall commence within fourteen (14) calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of thirty (30) calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. 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. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
  - A. Plans, Specifications, and Addenda
  - B. Accepted Proposal
  - C. Performance Bond
  - D. Payment Bond (labor and materials)
  - E. Non-Collusion Declaration
  - F. Debarment and Suspension Certification
  - G. Certification(s) of Good Faith Effort to Hire Local Residents

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

CITY OF MONTEREY:

By:

City Manager, or his designee

ZL CONSTRUCTION CORPORATION

By:

Tisza Lorincz, President

T00013-CA (v. 2.2 - 9/18/2015)





CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS

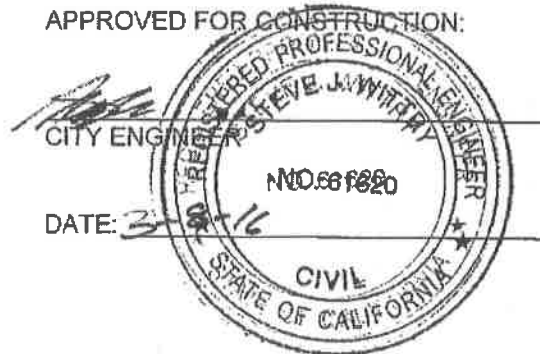
FOR

**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF  
MODULAR BUILDING AT 399 MADISON STREET (30C0817)**

INFORMAL BID

This is a Capital Improvement Project

APPROVED FOR CONSTRUCTION:



DATE: 3/27/16

Master Specification Revision: 09/21/2015

Project Specification Revision:



**PUBLIC WORKS CONTRACT (Informal Bid)**

**Demolition/Dismantle and Removal for Recycling at Modular Building at 399 Madison Street Project  
(30c0817)**

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and ZL CONSTRUCTION CORPORATION hereinafter referred to as the "Contractor";

**WITNESSETH:**

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4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
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  - G. Certification(s) of Good Faith Effort to Hire Local Residents

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

CITY OF MONTEREY:

By: \_\_\_\_\_  
City Manager, or his designee

ZL CONSTRUCTION COPORATION

By:  \_\_\_\_\_  
Tisza Lorincz, President

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**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDING  
AT 399 MADISON STREET (30C0817)**

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**CITY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS  
MONTEREY, CALIFORNIA**

**PART I: NOTICE TO CONTRACTORS**

Sealed unbound bid proposals will be received in the office of the City Engineer, attention Elvie Camacho, 580 Pacific Street, Room 7, City of Monterey, California, until 2:00 p.m., March 29, 2016, at which time they will be publicly opened and read in the City Council Chambers, for furnishing all labor, materials, tools, equipment and incidentals necessary to complete a project entitled "**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDING AT 399 MADISON STREET (30C0817)**" in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited, to installation of temporary 8' high chainlink fence with colored plastic around the perimeter of the project, installation of tree protection and storm water protection BMP's and demolition/dismantling and removal for recycling the modular building located at 399 Madison Street, Monterey, California 93940.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class A, B, or C21 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.

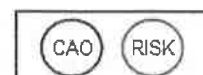
**SPECIFICATIONS AND BID FORMS**

Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line from the City's website located at <http://monterey.org/en-us/Business/Bids-and-RFPs>. In order to download project documents, you must register as a document (plan) holder on EbidBoard at no cost through the City web site. Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid. They are also advised to check the City's web site noted above periodically and prior to submitting their bid. Submit **unbound** bid proposals (see Appendix A) in sealed envelopes clearly marked on the exterior with the project name, bid opening date and bid opening time for which the bid proposal is being submitted. 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.

**PREVAILING WAGES**

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City 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 fifteen thousand dollars (\$15,000). Local wage rates may be obtained from City of Monterey, Capital Projects Office, 353 Camino El Estero, Monterey, CA, (831-646-3997) or the Director, Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Bidder contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

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. **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 Monterey 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 days of the award. 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 of the contractor, 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 DIR specifies that aids in the administration and enforcement of this chapter.

### **BID BOND**

A bid bond is not required for this project.

### **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 in Monterey City Code §28-26 et seq., and the City's Purchasing Manual, both of which are available on-line on the City's website located at <http://monterey.org>. Payment of a bid protest filing fee in the amount set forth in the City Code and Purchasing Manual shall be prerequisite to the filing of any such protest.

### **INTERPRETATION OF SPECIFICATIONS**

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. If found necessary, interpretation or correction will be made by written addendum, a copy of which will be sent to each plan holder. 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 proposal. The Engineer 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 Engineer reserves the right to make decisions on extending the bid period.



**DEFINITIONS**

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

**CITY:** The term City refers to and indicates the City of Monterey, Monterey County, State of California.

**ENGINEER OR CITY ENGINEER** The term Engineer or City Engineer refers to and indicates the Public Works Director of the City of Monterey or his duly authorized representative.

**BIDDER:** Party submitting a bid for consideration by the City of Monterey.

**CONTRACTOR:** The term Contractor refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.

**COUNCIL OR CITY COUNCIL:** The City Council of the City of Monterey.

**PLANS:** The project plans referred to herein.

**SPECIAL PROVISIONS:** Part IV of these Specifications.

**SPECIFICATIONS:** This document, in its entirety.

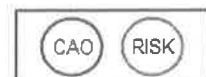
**STANDARD SPECIFICATIONS:** Specifications entitled "State of California, Department of Transportation, Standard Specifications" of latest publication on file in the office of the City Clerk of the City of Monterey.

**STANDARD PLANS:** Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.

**ADA:** Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013.

**CBC:** California Building Codes, latest edition as adopted by the City of Monterey.

**IBC:** International Building Codes, latest edition.



**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDING AT  
399 MADISON STREET (30C0817)**

**CITY OF MONTEREY**

**PART II: PROPOSAL**

To the Honorable City Council  
City of Monterey  
City Hall  
Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans 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 Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

**BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Environmental Protection Compliance	1	LS		
3	Install Temporary Chainlink Fence with screen	1	LS		
4	Demolish/Dismantle and Removal for Recycling of Building	1	LS		
<p align="center"><b>TOTAL BID (ITEMS 1 THROUGH 4) (In Words)</b></p> <hr/>					<p align="center"><b>(In Figures)</b></p> <p align="center">\$</p>

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid on the Total Bid (Items 1 through 4).



## **BID ITEM DESCRIPTIONS**

This section covers details of individual items of the Bid Schedule to insure 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 Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. 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) subcontractor's Certificate of Good Faith Effort to hire local, and 8) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

### **2. Environmental Protection Compliance**

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 for the implementation of the requirements under "Environmental/Pollution Prevention Requirements", Tree Protection and Air Pollution Protection of these Specifications and as directed by the Engineer. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

### **3. Install Temporary Chainlink Fence and Screen**

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum price shall include furnishing all labor, materials, tools and equipment to install and maintain temporary 8' high chainlink fence with colored plastic screen around the perimeter of the worksite as shown on the plan. Also included is the removal of the fence after demolition.

### **4. Demolish/Dismantle and Removal for Recycling of Building**

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum price shall include furnishing all labor, tools and equipment necessary to demolish/dismantle, remove, recycle and dispose of the modular building in a legal manner. This payment shall include the preparation and implementation of a recycling plan approved by the Engineer. The bid shall reflect the recycling of a minimum of 50% of the total quantity (by weight or by volume) of materials with the exception of hazardous materials. Also included in this pay item is cutting and capping existing water and sewer lateral.

## **ANCILLARY ITEMS**

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

## **LUMP SUM PRICE BREAKDOWN**

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer 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 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.

For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

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. If a bid item amount is zero, enter zero. If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey 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 by the Engineer.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, 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 **Noncollusion Declaration** included in this document shall be executed and submitted with each bid. The **Local Hire Certification** included in this document shall be executed and submitted with each bid, except in the following cases: 1) informal bids (i.e., under \$65,000); 2) whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or 3) whenever the City, in accordance with the requirements of the City Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or 4) whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project.



**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



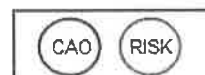
**ACKNOWLEDGEMENT OF ADDENDA**

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**

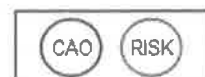
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____



**BIDDER'S STATEMENT OF QUALIFICATIONS**

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name





**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



**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 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



**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, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be 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



**LOCAL HIRING REQUIREMENT**

All Contractors who submit bids, or proposals, to construct or provide work on any City of Monterey Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Monterey City Code Article 2 of Chapter 28, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of Monterey's Local Hiring Requirement Ordinance is available at the City Clerk's Office; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.

Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to Section 28-78 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

The local hiring requirement shall not apply under the following circumstances:

- (a) Informal Bids, or
- (b) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or
- (c) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (d) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project. An example would be marine-related pile drivers.



**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor – To be Submitted with Bid)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



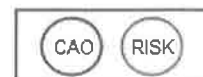
**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



**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:

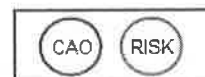
- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a 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.

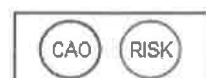
\_\_\_\_\_  
(Contractor Name)

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

\_\_\_\_\_



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**PART III: GENERAL PROVISIONS**  
**INFORMAL BID (under \$65,000)**

**BIDDING****JOB SITE AND DOCUMENT EXAMINATION**

The bidder is required to thoroughly examine the job site, Plans and Specifications including Contract Form (See Part III, Page 2) for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the requirements of the plans and 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 therefor with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, or erasures. All submitted documents must be in original form (no photocopies or faxes).
2. When required in Part I, 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 of Monterey. 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 Finance Director may order the return of all bid bonds except that of the two (2) lowest bidders prior to the award.

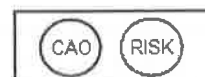
**CONTRACT AWARD AND EXECUTION****CONTRACT AWARD**

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 unless a different bid validity period is specified in Part I, Bid Validity. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected.

**CONTRACT EXECUTION**

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

1. Award of the contract by the City.
2. Execution of a written agreement by the Contractor, on the form set forth herein, within fifteen (15) calendar days after written notice that the contract has been awarded to him.
3. Delivery by the Contractor to the City of Monterey, the contract bonds and certificates of insurance as required by these specifications.



**PUBLIC WORKS CONTRACT (Informal Bid)**

**Demolition/Dismantle and Removal for Recycling of Modular Building at 399 Madison Street (30C0817)**

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and [INSERT CONTRACTOR NAME] hereinafter referred to as the "Contractor";

**WITNESSETH:**

WHEREAS, the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Plans and Specifications and Contractor's proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for **Demolition/Dismantle and Removal for Recycling of Modular Building**. Work is to be as set out in the Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated [ *Insert Month Day, Year* ], in an **amount not to exceed [ *Insert amount in words* ] dollars (\$###,###.00) plus a sum of up to 10% for such contingencies as the City Manager, or his designee, deems appropriate.**
2. TIME OF PERFORMANCE. The work under this contract shall commence within fourteen (14) calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of thirty (30) calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. 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. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 

A. Plans and Specifications	E. Non-Collusion Declaration
B. Accepted Proposal	F. Debarment and Suspension Certification
C. Performance Bond	G. Certification(s) of Good Faith Effort to Hire
D. Payment Bond (labor and materials)	Local Residents

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

CITY OF MONTEREY:

[ *INSERT CONTRACTOR NAME* ]:

By: \_\_\_\_\_  
City Manager, or his designee

By: \_\_\_\_\_  
[ *Insert Name, Title* ]



**SCOPE OF WORK**

**INTENT**

The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools, equipment, incidentals and machinery except as otherwise specified, which are necessary and required to complete the contract in a satisfactory and workmanlike manner.

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or 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**

Changes and extra work shall be in accordance with Section 4-1.05, Changes and Extra Work, of the Standard Specifications.

The Engineer reserves 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 Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer 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" in accordance with the Standard Specifications. 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, Construction 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 of Monterey and/or government Representative 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 street and/or other 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 or the Engineer shall be furnished by the Contractor and approved by the Engineer before any work relating to the shop drawings is performed unless approval is waived in writing by the Engineer.

It is mutually agreed that shop drawing approval by the Engineer 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 Engineer 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 Engineer, except by direction of the Engineer.

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

#### ENGINEER'S AUTHORITY

The Engineer 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 plans and 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 Engineer's response shall be final and the Engineer shall have executive authority to enforce and make effective such responses.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer. Responses to RFI's shall be in writing and deemed part of the contract documents. Contractor shall comply with response explanation or interpretation so far as may be consistent with the intent of the plans, specifications and amendments thereto.

In the event of doubt or question relative to the true meaning of the plans and specifications, reference shall be made to the City Manager, or his designee, whose decision thereon shall be final.

#### ASSIGNMENT

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

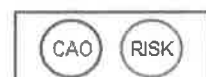
#### SUBCONTRACTING

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, plans and specifications.

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



REPRESENTATIVE

The Contractor shall assign a representative per Section 5-1.16, Representative, of the Standard Specifications and submit contact information (name, telephone number) to the City of Monterey Capital Projects Division. 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 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 Engineer 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 Engineer's instructions are in conflict with the contract, the Contractor shall immediately bring it to the attention of the Engineer in writing.

The Contractor shall provide and maintain an office in the City of Monterey near the site of the work and shall allot such space to the Engineer or his representative as is required for proper keeping of records and plans of work, if required by the plans or specifications.

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 Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer 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 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 therefor.

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.

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 Engineer and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Engineer, 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 Engineer made under the provisions of this article, the Engineer 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 of modern construction 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 Engineer 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

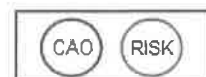
##### GENERAL

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or the Engineer. No material shall be used until it has been approved by the Engineer.

All tests of materials ordered by the Engineer 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 plans and 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 Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have 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 Engineer. The Engineer 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 Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Engineer.

#### 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 of Monterey. Upon receipt of notice from the Engineer 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 (when required, 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, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty (20) percent of the total contract amount including adjustments or the original performance bond, whichever is greater.

#### 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 of Monterey 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 of Monterey, which shall be considered for the purpose of contract to which the plans and 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.

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, and Section 28-20(e) of the Monterey City 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 fifteen thousand dollars (\$15,000).

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 at the City of Monterey, Capital Projects Office, 353 Camino El Estero, Monterey, CA, (831-646-3997). General prevailing wage rates are also available from the California Department of Industrial Relations' Internet 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

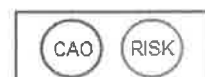
Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker 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 of Monterey Capital Projects Division office. 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 Engineer 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 Engineer 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 in the office of the City Engineer.

Contractor is to notify the Engineer 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 City Engineer shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

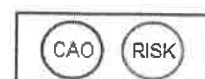
If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

#### 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.

#### 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.



### 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 of Monterey.

### INCREASED FORCE

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

### 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 Engineer, 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 Engineer, within the time specified in such notice, the Engineer 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 Engineer 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 construction of the work and for the completion thereof; 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 City Manager shall be binding on all parties to the contract.

### SUSPENSIONS AND DELAYS

Suspensions of work and delays shall be in accordance with Section 8-1.06, Suspensions, and Section 8-1.07, Delays, of the Standard Specifications.



The Engineer shall have the authority to suspend the work wholly or in part, for such period as the Engineer 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 Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

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 to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights-of-way or easements unless otherwise especially provided. 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 to be constructed, 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

Attention is directed to Section 9, Payment, of the Standard Specifications on file in the office of the City Engineer, the provisions of which shall govern unless other and conflicting provisions are set forth in these specifications and/or the plans.

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 plans and 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 Engineer 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 Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in the judgment of the Engineer, 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 Engineer shall retain five percent (5%) of the value of the materials 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 Engineer shall also retain five percent (5%) of the value of all work done.

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 Engineer shall promptly make such inspection, and when the work is found to be acceptable under the contract and the contract fully performed, the Engineer 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.

**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDING AT 399 MADISON STREET (30C0817)**

**PART IV: SPECIAL PROVISIONS**

**GENERAL**

In general, the work consists of, but is not limited, to installation of temporary 8' high chainlink fence with colored plastic around the perimeter of the project, installation of tree protection and storm water protection BMP's and demolition/dismantling and removal for recycling modular building located at 399 Madison Street, Monterey, California 93940.

**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 **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 **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.

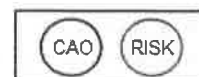
The Contractor, at the time of signing and executing any contract in excess of twenty-five thousand dollars (\$25,000), shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of 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 will be issued upon receipt of the foregoing documents. The Contractor shall begin work within fourteen (14) calendar days after the effective date of the Notice to Proceed.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of **thirty (30) calendar days** from the effective date of the Notice to Proceed.

**LICENSES AND PERMITS**

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Monterey Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction.

City permits shall be issued at no charge, except for construction parking permits. Construction parking permits are as follows for dashboard permits (commercial vehicles only):

\$10 per vehicle/space per day (meter space):

Cannery Row Area  
Wharf Area  
Waterfront Area  
Foam Street  
Scott/Oliver Streets

\$5 per vehicle/space per day (non meter space):

Lighthouse Avenue  
Downtown Area  
All other restricted/enforced area on-street.

Paper construction parking permits may be obtained at the Parking Division office, 340 Tyler Street, Monterey, CA 93940 (831.646.3953).

Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from the Building Permit and Inspection Division. Contractor shall provide a copy of the completed permit(s) to the Capital Projects Division no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived. Where applicable, the City shall submit permit applications.

**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.

**CONSTRUCTION SURVEYS**

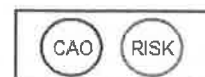
Construction surveys, when required, shall be provided by and paid for by the contractor and no additional compensation shall be made.

The Contractor shall preserve all stakes and points set for lines, grades, or measurement of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

**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. Contractor shall comply with the applicable portions of Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance" of the Standard Specifications.

## 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, 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:

Air Quality by others

- b. Materials and Materials Certification:  
Recycling certificate

- c. 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.

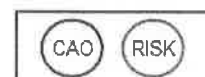
## GUARANTEE

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. Any materials installed in Army Buildings (with City of Monterey approval) shall issue warranty (if exists) to the United States Army prior to formal acceptance of work, and deliver to the City of Monterey, Capital Projects Division Office.

## 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 Plans and 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. Monterey City Code, as amended,
3. California Building Code, latest edition as adopted by the City of Monterey (2013 Edition),
4. California Electrical Code, latest edition as adopted by the City of Monterey (2013 Edition),
5. California Mechanical Code, latest edition as adopted by the City of Monterey (2013 Edition),
6. California Plumbing Code, latest edition as adopted by the City of Monterey (2013 Edition),
7. California Green Building Standards Code, latest edition as adopted by the City of Monterey,
8. California Historic Building Code, latest edition as adopted by the City of Monterey,
9. California Occupational Safety and Health Administrative Code, latest edition,
10. California Government Code Section 4216, Protection of Underground Infrastructure,
11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
12. The California Labor Code.

#### **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 construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. 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 of Monterey, 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 of Monterey.

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, 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 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 incident 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. Contractor's Pollution Legal Liability ("PLL") and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. Such coverage shall include coverage for transport of hazardous materials if transport of hazardous materials services are being provided as a part of the Agreement. The policy will not include lead-based paint or asbestos exclusions when performing lead-based paint or asbestos related identification, removal and/or remediation. The policy will not include mold exclusions when performing mold related identification, removal and/or remediation. The definition of mold shall include microbial matter, including mold.

If the PLL policy is written on a claims-made basis, Contractor will maintain tail coverage providing the City with additional covered part status for five (5) years after the contract period: Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination/expiration of the Agreement or any amendments thereto. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement's effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after termination/expiration of the Agreement.

If Contractor maintains higher limits than the minimums shown above, the City of Monterey requires and shall be entitled to coverage for the 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 of Monterey.

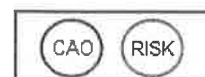
### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. 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.

### OTHER INSURANCE PROVISIONS

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

1. **The City of Monterey, 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 of Monterey, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey, 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 of Monterey.

#### 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 of Monterey for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's 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 of Monterey. 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 of Monterey 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 Monterey 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 of Monterey 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 of Monterey 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 of Monterey 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 of Monterey 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.

PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City Council's Chamber, 580 Pacific Street, Monterey, CA 93940. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3921 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 the project shall be submitted to the City prior to or during the preconstruction conference.

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 of Monterey 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 of Monterey the sum of **\$1,200 (One Thousand Two Hundred Dollars)** 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 of Monterey 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 Engineer 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. "Unusually severe weather" means that which is considered outside the normal average for the Monterey area as determined by historical weather records. The



Contractor will not receive a time extension for normal or below normal precipitation.

### CONSTRUCTION PROCEDURE

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain his approval before beginning work. The Engineer will be especially interested in:

1. Install temporary fencing with colored plastic before start of work
2. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer 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. 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.
7. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Engineer.

### TRAFFIC CONTROL

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.

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.

A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Capital Projects Division Office (831.646.3997) a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

The following shall be incorporated into the Traffic Control Plan:

1. Two (2) travel lanes shall be open during non-working hours.
2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.
3. Access to driveways shall be left open unless work is actually being performed in areas fronting the driveway. All driveways shall be accessible during non-working hours. See Construction Procedure





elsewhere in these specifications.

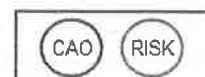
4. No trench shall be left open during non-working hours.
5. Parking restrictions will be acceptable when and where needed. (All require prior approval of the Engineer).

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: <http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf>
2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.
3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.
4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.
5. If a sidewalk or path is obstructed, contractor must then submit an ADA compliant pedestrian detour plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to: <http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf>
6. Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.
7. Show all parking restriction zones and signs, as appropriate. Telephone the Parking Division Office (831.646.3953) if restricting parking in time-limit or metered zones. Temporary "NO PARKING" signs shall be posted seventy-two (72) hours prior to commencing work.
8. Indicate on the TCP the duration of the construction work, including dates and times.
9. Indicate on the TCP the Contractor's name, address and telephone number. Include the Contractor's during and after hours Representative's contact information (name, telephone number).
10. It is the Contractor's responsibility to assure that all Traffic Control Plans (TCP) and traffic control devices are in compliance with the 2014 CA MUTCD as adopted by Caltrans.

Traffic Control Plans shall contain the following notes:

1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base, not center.
2. The City Traffic Engineer or his representative has the authority to make any field changes to assure public safety.
3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.
4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.
5. Any road closure also requires notification be provided to the City of Monterey Fire Department and Police Department. Notifications may be made at the non-emergency telephone number,



831.646.3914.

6. All temporary traffic delineation (delineators and cones) used shall be a minimum of twenty-four (24) inches tall. Retroreflective bands are required for night time traffic.
7. Any work that disturbs normal traffic signal operations shall be coordinated with the Signal Traffic Technician.
8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.
9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, his representative, Field Inspector or Police Department personnel.

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.

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 Engineer 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 Engineer, the City may furnish and install same and charge the Contractor therefor.

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 Engineer for the proper execution of the work.

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

### **CONSTRUCTION PROJECT SIGNS**

For Neighborhood Improvement Projects (NIP), the Contractor shall post temporary Neighborhood Improvement Project signs, one at each end of the blocks or at entrances to project sites, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes. Sign panels and posts, if provided by the City, shall be returned to the City in good condition.

### **REMOVAL OF OBSTRUCTIONS**

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the construction called for in the plans, specifications, and as required by the Engineer.

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 Engineer 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 new construction. The Plans show the approximate location of underground facilities in the project area as they have been provided to the City. Repair of damage to any utility line shown on the Plans with reasonable



accuracy shall be made at the Contractor's expense. 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 Plans and 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 office of the City Engineer, City Hall, Monterey, California.

#### **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 may provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Engineer. Existing City-owned sanitary facilities may be used.

#### **INSPECTION OF WORK**

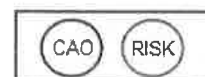
It is the responsibility of the contractor to call for all required inspections within the required time lines. The City of Monterey reserves the right to perform random inspections at any time.

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

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

#### **RECORD DRAWINGS**

A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the record (As-Built) condition of the work must be received before the work is considered complete. Existing utilities exposed during construction are to be



located, including invert or top elevation, and shown on the Record (As-Built) drawings.

The Record (As-Built) Drawings shall be completed for the Engineer's acceptance before final payment and Notice of Completion on this contract will be made.

### **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, City Code Chapter 31.5 Storm Water Management Section 31.5-12. Prohibition of Illegal Discharges, states,

*"No person or entity shall discharge or cause to be discharged into the municipal Storm Drain System or waters of the state any materials, including but not limited to Pollutants or waters containing any Pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."*

Regardless of project size, the Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Monterey Municipal Code Chapter 31.5 Storm Water Management, and City Phase II Storm Water Permit requirements as prescribed by the 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. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage and handling, and waste management. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, 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;
- Minimization of site disturbance shall be kept to that portion necessary for construction only.
- Soil stabilization of graded areas shall be in place where construction activities have temporarily and/or permanently ceased.
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first.
- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind.
- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site.
- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers.
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations.



Best management practices (BMPs) are required to be employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Erosion and Sediment Control Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

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

- At all times, Contractor shall 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, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current 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 exist locations;
  - Vehicle parking and storage areas;
  - Disturbed areas of the construction site,
  - Areas that have not been finally stabilized,
  - Areas used for storage of materials that are exposed to wind or precipitation,
  - Equipment and staging areas that are exposed to wind or precipitation; and,
  - All waste storage and handling devices and areas.

Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- 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 entering waterways or the drainage system, or
  - Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup.

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by



the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall supply the City with NOI and Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information can be found at the State Water Resources Control Board CGP website: [http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml)

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.

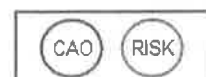
In addition to inspections performed by the City, the City's Environmental Compliance Division representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to the Contractor. 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**

The following guidelines are established pursuant to Section 37-2.5 of the Monterey City Code, which states:

*All public or private construction projects requiring acquisition of a building permit shall comply with the tree protection guidelines established by the City in order to safeguard and protect any trees affected by said construction.*

1. These Tree Protection Guidelines apply to all "Protected Trees" in the City of Monterey, defined as:
  - a. trees located on a vacant private parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade; and,
  - b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade.
2. These standards do not apply to unprotected trees or trees previously approved for removal.
3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' - 0". The diameter of a tree shall be measured at four feet six inches (4' - 6") above the surrounding grade [Diameter at Standard Height (DSH)].
4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the



fencing be located closer than 3' - 0" from the outside edge of the trunk or further than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.

5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' - 0", sprayed with Astro or Dagnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.
7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.
8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
  - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
  - b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
  - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
  - d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
  - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
  - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent



watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.

9. Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.
10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.
11. Chapter 37, Preservation of Trees and Shrubs, is available at [www.monterey.org](http://www.monterey.org) or <http://www.codepublishing.com/ca/monterey>





**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING A MODULAR BUILDING AT  
399 MADISON STREET (30C0817)**

**TECHNICAL SPECIFICATIONS**

**PERMITS**

Contractor shall obtain a Notification of Demolition and Renovation permit, Appendix D, from the Monterey Bay Unified Air Pollution Control District (MBUAPCD) and City Building Permit Appendix C.

Contractor shall be responsible to pay demolition fee assessed by MBUAPCD. A no-cost City Building Permit is required. The Building Permit application has been submitted and conditions of approval have been included in these Specifications, Contractor shall obtain the permit from the City Building Permit and Inspection before start of work.

**PREPARATORY WORK**

Contractor shall install 8' chainlink fence around the project site. Chainlink fence shall be draped with colored plastic to minimize migration of airborne particle outside the work area. Contractor shall remove light fixtures, Freon from all air conditioning units and other material deemed necessary to be removed before demolition work.

Contractor shall submit recycling plan for approval before start of work. At least 50 % of the material removed or demolished shall be recycled. Contractor shall submit receipt of the recycled materials to the Engineer as part of the close out documents.

Contractor shall install tree protection and necessary storm water pollution best management practices. All storm drain inlet at the immediate vicinity of the project and the first downstream inlet shall be protected with catch basin inlet filters.

**DEMOLITION WORK**

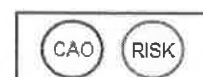
Hazardous Material Survey reports are as shown on Appendix B, Asbestos is not detected and lead is below the reporting level on the building; however, mold is detected on the inside walls, furniture and other areas inside the building. Contractor shall be responsible to provide their worker with adequate protective gear to avoid exposure. At a minimum Contractor shall wear Cal-OSHA approved mask described in the hazardous material survey report during preparatory work and demolition work.

Contractor shall comply with all Building and Demolition permits conditions of approval. Project site is located around an active office buildings, Contractor shall take necessary precautions to ensure safety of the general public.

A third party consultant will be collecting air sampling before, during and after demolition work. Contractor shall coordinate work with the Engineer and the third party consultant.

Sidewalk along Madison is heavily used by Monterey High School; contractor shall provide pedestrian detour sign during construction.

Demolition shall be done in accordance with these plans and specifications and demolition permit and notification. Contractor shall remove and dispose light tubes and ballast and remove and recycle freon from air conditioning units. Building materials generated from demolition including pier blocks, slabs, foundation, tires and other components of the modular building and furniture and debris inside the building shall become the property of the contractor and shall be removed from the project site for recycling and or disposal. Ground depressions and bumps from the demolition and removal of the modular building shall be backfilled or leveled to minimize ground irregularities. Backfill material shall be clean top soil. Digging outside the building footprint is prohibited.



Landscaping shall be done by City crew after demolition and not included in thi contract.

Contractor shall cleanup everyday around the work area and shall secure the work area at the end of the day or when construction crews are not on the worksite.



**APPENDIX A: BID PROPOSAL FORMS**



CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

**BID PROPOSAL COVER SHEET**

FOR

**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING A MODULAR BUILDING  
AT 399 MADISON STREET (30C0817)**

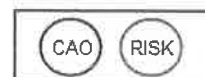
Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Declaration of Bidder	_____
4. Acknowledgement of Addenda (If applicable)	_____
5. Bidder's Statement of Qualifications	_____
6. Sub-Contractor's List	_____
7. Noncollusion Declaration	_____
8. Debarment and Suspension Certification	_____
9. Certification of Good-Faith Effort (Prime)	_____
10. Certification of Workers' Compensation 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.

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

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



**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDING AT  
399 MADISON STREET (30C0817)**

**CITY OF MONTEREY**

To the Honorable City Council  
City of Monterey  
City Hall  
Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans 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 Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

**BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Environmental Protection Compliance	1	LS		
3	Install Temporary Chainlink Fence with screen	1	LS		
4	Demolish/Dismantle and Removal for Recycling of Building	1	LS		
<b>TOTAL BID (ITEMS 1 THROUGH 4) (In Words)</b>					<b>(In Figures)</b>
_____					\$

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid on the Total Bid (Items 1through 4).



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

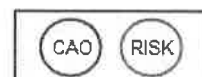
Email: \_\_\_\_\_

(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



**ACKNOWLEDGEMENT OF ADDENDA**

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**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

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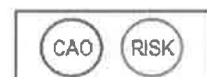
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**BIDDER'S STATEMENT OF QUALIFICATIONS**

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

<b>Project Name</b>	<b>Owner Name</b>	<b>Address</b>	<b>Telephone Number/Email</b>	<b>Contact Name</b>



**SUB-CONTRACTOR'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





**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 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



**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, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be 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



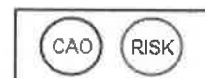
**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor – To be Submitted with Bid)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



**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.

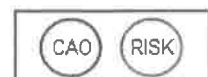
\_\_\_\_\_  
(Contractor Name)

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

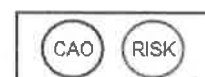
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**APPENDIX B: HAZARDOUS MATERIALS REPORT**





**ENVIRONMENTAL  
CONSULTING LLC**

February 26, 2016

Ms. Elvie Camacho  
Senior Engineer  
City of Monterey  
Capital Projects Division  
353 Camino El Estero  
Monterey, California 93940  
831.646.3783 (t)  
831.760.2275 (c)

via e-mail:  
[camacho@monterey.org](mailto:camacho@monterey.org)

Subject: Mold, Asbestos, and Lead Investigation at the Commercial Building Located at 399  
Madison Street in Monterey, California  
M<sup>3</sup> Project Number: 16060.0 Task 1

Dear Ms. Camacho:

At your request, M<sup>3</sup> Environmental Consulting (M<sup>3</sup>) conducted an inspection for hazardous materials (primarily asbestos-containing materials [ACM], lead-containing paint [LCP], and mold) prior to the demolition of the commercial building located at 399 Madison Street in Monterey, California. M<sup>3</sup> understands the request for this investigation was to ascertain the concentration of mold in the building, as the building has known mold issues and is currently being used to store City property (furniture and files). The purpose of the ACM and LCP inspection was to verify the results of a previous inspection conducted by Benchmark in 2007. The building was vacant at the time of the inspection.

This report presents the results of a visual inspection, air and swab sampling for total mold spore concentrations, and limited sampling for ACM and LCP conducted on February 2, 2016 by Mr. Chris Gatward, Council-certified Microbial Consultant (CMC), California Certified Asbestos Consultant (CAC), and Principal of M<sup>3</sup>.

#### Observations

On the day of the investigation the weather was partly cloudy with no wind. There had been rain earlier in the morning. The outdoor temperature was 56 degrees Fahrenheit (°F) with a relative humidity of 80% as measured with a Fluke<sup>®</sup> 971 Temperature Humidity Meter. Mr. Gatward utilized a Delmhorst<sup>®</sup> BD2100 pin moisture meter to map moisture levels in the building.

Mr. Gatward made the following observations:

- The building was a modular structure with a crawlspace. The indoor temperature during the investigation was 55-56 °F with a relative humidity of 75-83%.
- A strong musty odor was noted at the time of entry.
- A large amount of furniture, files and trash was stored in the building.
- Visible suspect mold was noted on stored office furniture.
- There had been a roof leak in the northeast corner office with visible mold growth on the ceiling tiles and lower vinyl wallpapered wallboard wall.
- Several lower sections of wallboard walls had been removed in the main office area of the building.
- Carpeting had been removed exposing the plywood subfloor in the main office area.





MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT  
NESHAP FEE WORKSHEET

*This fee schedule is valid from 7-1-2015 through 6-30-2016. Please call for a new fee schedule worksheet which is updated annually.*

DEMOLITION FEES

Number of Independent Structures 1 x \$371 or each independent structure  
(Including where no asbestos is present)

\$ 371 Total demolition fee

ASBESTOS REMOVAL FEES

Quantity of Regulated Asbestos

- (circle only one)    \$644 ----- Between 160 and 999 square ft., AND/OR,  
Between 260 and 499 linear ft.  
35 cubic ft. or greater of RACM debris
- \$831 ----- Between 1000 and 1499 square ft., AND/OR,  
Between 500 and 749 linear ft.
- \$1,016 ----- Between 1500 and 1999 square ft., AND/OR,  
Between 750 and 999 linear ft.
- \$1,197 ----- Between 2000 and 4000 square ft., AND/OR,  
Between 1000 and 2000 linear ft.
- \$1,371 ----- Greater than 4000 square ft., AND/OR,  
Greater than 2000 linear ft.

\*\*\*Projects for public schools (K-12 grades) are exempt from the payment of fees\*\*\*

**TOTAL PROJECT FEES**

*Demolition fees and asbestos removal fees are added together to determine the project fees*

Demolition Fee \$ 371, plus

Asbestos Fee \$ 0

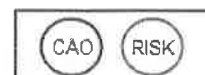
Total Project Fee \$ 371

Please submit this worksheet with your notification. The District will send you a billing statement. Complete the billing details below.

BILL DEMO FEES TO:     Owner  
 Demo Contractor  
 Asbestos Contractor

BILL ASBESTOS FEES TO:     Owner  
 Demo Contractor  
 Asbestos Contractor

BILL TO OTHER: \_\_\_\_\_



### 1. Billing Statement

After determination of the appropriate fee(s), the District shall generate a billing statement for the Asbestos NESHAP fee(s) and transmit it to the appropriate party. This Asbestos NESHAP bill shall be due and payable 30 days after the statement is issued by the District. In the event that all or part of the fee prescribed in the statement is not paid in accordance with these provisions within this 30-day period, the provisions of Section 5.1 of Rule 306 shall apply.

### 2. Asbestos NESHAP Fee Penalties

If any fee payment required pursuant to Part 3 of Rule 306 is not submitted within 30 days of the issuance date of the District's billing statement, it shall be considered delinquent, and penalties for the delinquency shall be imposed as set forth below.

For purposes of this Part any fee payment shall be considered to be timely if it is postmarked on or before the 30th day following the statement issuance date. If the 30th day falls on a Saturday, Sunday, or holiday, the fee payment may be postmarked on the next business day with the same effect as if it had been postmarked on the 30th day.

If no fee payment is submitted within the time prescribed by Section 5.1.1 of Rule 306, a delinquency penalty of 50 percent of the amount of the billed fee, to a maximum of \$5,000, shall be added to the amount of the fee due, and the appropriate party shall thereupon be notified by mail of the increased fee.

If a fee payment is timely paid, but the tendered amount is less than the amount due, the payment shall not be accepted, and the time for proper payment continues to run.

If a fee payment is delinquent and the fee plus the delinquency penalty is not received within 30 days of the District's notification pursuant to Section 5.1.2 of Rule 306, the delinquency penalty shall be increased to 75 percent of the original amount due, to a maximum of \$7,500, and the appropriate party shall thereupon be notified by mail of the increased fee.

If, in the case of a failure to pay Asbestos NESHAP fees required pursuant to Part 3, the delinquent fee plus penalties assessed pursuant to Section 5.1.4 of Rule 306 are not submitted within 30 days of the date of the District's notification, the appropriate party shall be considered to be in default of its Asbestos NESHAP fee obligation and in violation of this Rule. This fee plus penalties constitutes a legal obligation owing to the District for work done in furtherance of the project for which notification was issued to the District, and may be recovered in any appropriate civil action.

### 3. Extension of Payment Period by the APCO

The 30-day payment period for fee payment required pursuant to Part 3 of Rule 306 may be extended for extraordinary circumstances at the discretion of the Air Pollution Control Officer (APCO). The adequacy of cause to extend the period shall be decided on a case-by-case basis by the APCO.

### 4. Waiver of Penalty by the APCO

The penalty for fee delinquency may be waived for extraordinary circumstances at the discretion of the APCO, provided that there have been no prior delinquencies. The adequacy of cause to waive the penalty shall be decided on a case-by-case basis by the APCO.

Sampling**Non-Viable Mold Air Sampling**

Mr. Gatward collected a total of six air samples to be analyzed for total (non-viable) mold spores using Zefon Air-O-Cell® microbial spore trap cassettes.

Of the six samples, one was collected in main office room by room 106, one was collected in main office room in the back corner by room 112, one was collected in room 105 – legal library, one was collected in room 118 – accounts payable, and two samples were collected outdoors (ambient) for comparison.

Air was drawn through the cassettes at a flow rate of approximately 15 liters per minute (lpm) for 5 minutes using a Bio-Pump® with a flow rate measured with a calibrated rotameter. Results are reported in spores per cubic meter (spores/m<sup>3</sup>) of air.

**Non-Viable Mold Swab Sampling**

M<sup>3</sup> collected four swab samples to be analyzed for mold growth and density from the back side of the front door, room 107 ceiling tile, furniture in the main room, and furniture in room 117. The swab samples were collected on a sterile Venturi Transystem© Transport swab over an area of approximately 40 square centimeters. Results are reported as relative density (rare to colony).

All mold samples were submitted to AEMTEK, Inc. in Fremont, California for analysis. Laboratory results are presented in Appendix A. Photographs are presented in Appendix B. A floor plan showing mold sample locations is presented in Appendix C.

**Asbestos**

M<sup>3</sup> collected a total of 22 bulk samples of suspect ACM from the building. The samples were submitted to EMC Labs, Inc. in Phoenix, Arizona and analyzed for asbestos content utilizing polarized light microscopy (PLM). Results are presented in percent asbestos (%) or none detected (ND).

**Lead**

A total of 11 paint chip samples were also collected and prepared in the EMC laboratory in accordance with EPA Method 600/R-93/200, and analyzed in accordance with EPA Method-SW 846-7420 FAA by EMC. Results are presented in lead by percent weight (wt%) or below reporting limit (BRL) if non-detect.

Asbestos and lead results are presented in Appendix D. The Benchmark reports are presented in Appendix E.

Results**Non-Viable Mold Air Sampling**

Results for the samples collected were as follows:

Sample	Location	Spores/m <sup>3</sup>	Predominant Spore Types
22379740	Outdoors – front entry	2,535	Basidiospores – 27% Ascospores – 24% <i>Aspergillus/Penicillium</i> – 12%
22379708	Main room by room 106	354,289	<i>Aspergillus/Penicillium</i> – 100%
22379705	Main room by room 112	179,894	<i>Aspergillus/Penicillium</i> – 100%
21682464	Room 105 – legal library	6,916	<i>Aspergillus/Penicillium</i> – 95%
22112246	Room 118 – accounts payable	886,730	<i>Aspergillus/Penicillium</i> – 100%
22379701	Outdoors – side entry	949	Basidiospores – 26% Ascospores – 22% <i>Aspergillus/Penicillium</i> – 11%

Total non-viable spore concentrations found in the indoor areas tested were significantly higher than outdoor total non-viable spore concentrations, with different relative concentrations of mold species dominating the samples. Indoor samples were dominated by *Aspergillus/Penicillium* spore types.

In a well-maintained building, indoor airborne fungal concentrations will be lower than outdoor concentrations and the type and relative concentrations of fungi will be similar, indicating that indoor fungal reservoirs and/or amplification (growth) sites are not present.

### Swab Sampling

Results for the samples collected are as follows:

Sample	Location	Mold growth and density
SW-1	Back of front door	Aspergillus/Penicillium – Common Cladosporium – Colony Hyphal fragments - TNTC
SW-2	Room 107 – ceiling tile	Aspergillus/Penicillium – TNTC Stachybotrys – Colony Hyphal fragments - TNTC
SW-3	Main room by room 112 - furniture	Aspergillus/Penicillium – Some Stachybotrys - Common Hyphal fragments - Common
SW-4	Room 117 - furniture	Aspergillus/Penicillium – TNTC Stachybotrys - Some Hyphal fragments - TNTC

### Asbestos

Results for the bulk asbestos samples are as follows:

Material No.	Material	Sample Location	Asbestos Content
1	White roofing	Roof field	ND
2	White roofing	Roof parapet	ND
3	White sealant	Roof penetrations	ND
4	White sealant	Roof metal parapet cap	ND
5	White spray applied texture	Exterior siding	ND
6	White spray applied texture	Exterior concrete wall	ND
7	Wallboard/joint compound	Interior	ND
8	Brown cove base and mastic	Interior	ND
9	Leveling compound and carpet mastic	Interior	ND
10	Gray sheet vinyl	Room 119 - closet	ND

### Lead

Sample No.	Color	Substrate	Building Component	Lead Content
L-1	Beige	Wood	Exterior door	BRL
L-2	Beige	Wood	Exterior door trim	BRL
L-3	White	Wood	Exterior siding	BRL
L-4	Beige	Wood	Exterior window trim	BRL
L-5	Beige	Wood	Exterior trellis	BRL
L-6	White	Wood	Exterior lattice HVAC cover	BRL

Sample No.	Color	Substrate	Building Component	Lead Content
L-7	White	Concrete	Block wall	BRL
L-8	White	Metal	Downspout	BRL
L-9	Beige	Wood	Interior door	BRL
L-10	Beige	Wood	Interior door trim	BRL
L-11	Beige	Wood	Interior window trim	BRL

### Conclusions

#### **Mold**

Analytical results of the bioaerosol sampling conducted during this evaluation as well as a visual inspection do suggest an indoor fungal reservoir or amplification site is present inside the building.

#### **Asbestos and Lead**

Analytical results of this inspection as well as a review of the Benchmark reports indicate that there are no asbestos or lead containing materials in the building.

#### **Other hazardous materials**

Fluorescent light tubes were determined to be present in the building.

### Recommendations

#### **Mold**

- Access to the building should be limited to personnel equipped with appropriate respiratory protection (N-95 or higher respirators).
- The furniture throughout the building should be cleaned with an anti-microbial solution or discarded.
- Files and trash should be discarded.
- During building demolition the building materials should be kept wet and a barrier should be erected around the building to limit mold spore migration from the site.
- All work should be performed by an experienced mold remediation contractor using appropriate engineering controls such polyethylene containments and high efficiency particulate air (HEPA) filtered equipment.

#### **Asbestos and Lead**

- Notification to the appropriate Planning and Building Department and MBUAPCD advising that this survey has been conducted.

#### **Other hazardous materials**

- Fluorescent light tubes should be disposed as household hazardous waste. Fixtures should be dismantled and the ballasts inspected for a "non-PCB's" label.

### Limitations

M<sup>3</sup> provided these services consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions. This report is intended for the sole use of the City of Monterey. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document, the findings, conclusions, or recommendations is at the risk of said user. The intent of the report is to aid the building owner, architect, construction manager, general contractors, and potential demolition and abatement contractors in locating fungi growth (mold). This report is not intended to serve as a bidding document nor as a project specification document and actual site conditions and quantities should be field-verified. Although a reasonable attempt has been made to identify suspect microbial contamination in the areas identified, the

inspection techniques used are inherently limited in the sense that only full demolition procedures will reveal all building materials of a structure and therefore all areas of contamination.

Additionally, the passage of time may result in a change in the environmental characteristics at this site. This report does not warrant against future operations or conditions that could affect the recommendations made. The results, findings, conclusions, and recommendations expressed in this report are based only on conditions that were observed at the time of M<sup>3</sup>'s inspection of the site.

Thank you for the opportunity to perform these services for you. Please call me at 831.649.4623 with any questions.

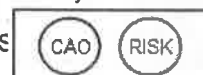
Sincerely,  
M<sup>3</sup> Environmental Consulting LLC



Chris G. Gatward, CMC, CAC, REA  
Principal

- Appendix A – Mold Laboratory Results and Chain of Custody
- Appendix B – Photographs
- Appendix C – Floor Plan
- Appendix D – Asbestos and Lead Results and Chain of Custody
- Appendix E – Benchmark Reports

**Appendix A**  
**Mold Laboratory Results**  
**and**  
**Chain of Custody**





# AEMTEK, INC.

## Laboratory Analysis Report

Exhibit A

46309 Warm Springs Blvd.  
Fremont, CA 94539-7028  
Phone: (510) 979-1979; Fax: (510) 668-1980  
www.aemtek.com; labreports@aemtek.com

Submitted to: **M3 Environmental Consulting LLC**  
**9821 Blue Larkspur Lane, Ste 100**  
**Monterey, CA 93940**  
Attn: **Chris Gatward**

Aemtek No: 1602102

**Purpose:** The purpose of this report is to present laboratory results obtained by analyzing the samples submitted to Aemtek, Inc. The report includes this cover and the data sheet (s).

**Limitations:** The test results presented in this report are only related to the samples supplied by the client and analyzed by Aemtek. This report shall not be reproduced, except in full, without written authorization of Aemtek. Aemtek shall have no liability to anyone with respect to any interpretations or uses of the laboratory report, decisions made or actions taken as a result of or based on the data reported. In no event shall Aemtek's liability with respect to the reported test results exceed the amount paid for the project by the client to Aemtek.

**Sample information:** Sample identification, location, volume, weight, and area are from the client's Chain of Custody. Unless specifically noted, the samples were received in acceptable condition.

**Significant figures:** Because of the nature of the biological samples and analytical methods, the number of significant figures should generally be one or two, although the actual calculation results are reported.

**Sample Custody:** Samples accepted by Aemtek shall remain the property of client while in the custody of Aemtek. Aemtek shall retain preparation or samples for 7 days following the date of issuing this report. After the retention period, the samples shall be sterilized and discarded, unless otherwise requested by the client.

**Confidentiality:** Aemtek shall not provide analytical results or client's project information to any party other than the client, unless requested by the client, in writing, or by law.

**About Aemtek:** Aemtek, Inc. is an environmental microbiology laboratory providing reliable, fast, and expert laboratory services for the detection, identification, and analysis of microorganisms. We are committed to excellence in service, and technology. All analysts are trained and supervised by Ph.D. specialists. The laboratory is accredited by the International Microbiology Laboratory Accreditation Program (IMLAP #167620).

**Project ID :** 16060.0

**Location :** City of Monterey  
399 Madison St.

**Sampling Date :** February 2, 2016

**Sample Received :** February 3, 2016

**Data Reported :** February 5, 2016

**Approved by :**

**Dr. Florence Wu**  
Principal Mycologist

**Dr. Steven Huang**  
Laboratory Director



Aemtek Laboratory Report, Cover Sheet

Note: This report, e-mailed or faxed, contains information that is confidential, proprietary and/or privileged. It is intended only for the company/individual(s) to whom it is addressed. If you are not the intended recipient, please immediately delete/destroy this report and notify Aemtek at 510-979-1979. Thank you for your cooperation.

CAO  
RISK





Data Sheet

46309 Warm Springs Blvd,
Fremont, CA 94539
Phone: 510-979-1979
Fax: 510-668-1980

Project ID : 16060.0
Project Location : City of Monterey
399 Madison St.
Analysis Performed : Fungal Direct Examination (FDE)
Sample Type : Air, Spore Slit Impaction Cassettes

Aemtek No. 1602102

Submitted to :
M3 Environmental Consulting LLC
Monterey, CA 93940

Agreement #: AG-0492 - Page 80 of 171

Table with columns for Sample ID, Location, Air Volume (L), Fungal Identification, Count, Spores/m³, and % of Total. Rows include various fungi like Alternaria, Aspergillus, Basidiospores, etc., and summary rows for Total, Pollen/m³, and Hyphal fragments/m³.

CLD
RISK

Method ID: Aemtek SOP AF101
Sampling Date: 2 / 2 / 2016
Analysis Performed by: Kirandeep Khinda
Date of Analysis: 2 / 3 / 2016
Direct microscopy detection limit: One spore or one hyphal fragment per sample

Reviewed By: [Signature]



Data Sheet

46309 Warm Springs Blvd.  
Fremont, CA 94539  
Phone: 510-979-1979  
Fax: 510-668-1980

Project ID : 16060.0  
Project Location : City of Monterey  
399 Madison St.  
Analysis Performed : Fungal Direct Examination (FDE)  
Sample Type : Swab Sample

Aemtek No. 1602102

Submitted to :  
M3 Environmental Consulting LLC  
Monterey, CA 93940

Agreement #: Ag-5492 - Page 81 of 171

Sample ID	SW-1	SW-2	SW-3	SW-4	
Location	Back of Front Door	Rm 107 - Corner Ceiling Tile	Main Rm by 112 Furniture	Rm 117 - Furniture	
Sample Type	Swab	Swab	Swab	Swab	-
Fungal Identification	Characterization	Characterization	Characterization	Characterization	Characterization
<i>Acremonium</i>	-	-	-	-	-
<i>Alternaria</i>	-	-	-	-	-
Ascospores	-	-	-	-	-
<i>Aspergillus</i>	-	-	-	-	-
<i>Aspergillus/Penicillium-like</i>	Common	TNTC	Some	TNTC	-
<i>Aureobasidium</i>	-	-	-	-	-
Basidiospores	-	-	-	-	-
<i>Bipolaris/Dreschlera</i>	-	-	-	-	-
<i>Botrytis</i>	-	-	-	-	-
<i>Ceratocystis/Ophiostoma</i>	-	-	-	-	-
<i>Chaetomium</i>	-	-	-	-	-
<i>Cladosporium</i>	Colony	-	-	-	-
<i>Curvularia</i>	-	-	-	-	-
<i>Epicoccum</i>	-	-	-	-	-
<i>Myxomycetes/Periconia/Rust/Smut</i>	-	-	-	-	-
<i>Nigrospora</i>	-	-	-	-	-
<i>Penicillium</i>	-	-	-	-	-
<i>Petriella</i>	-	-	-	-	-
<i>Pithomyces</i>	-	-	-	-	-
<i>Stachybotrys</i>	-	Colony	Common *	Some	-
<i>Stemphylium</i>	-	-	-	-	-
<i>Torula</i>	-	-	-	-	-
<i>Triadelphia</i>	-	-	-	-	-
<i>Trichoderma-like</i>	-	-	-	-	-
<i>Ulocladium</i>	-	-	-	-	-
Other hyaline spores	-	-	-	-	-
Other colored spores	-	-	-	-	-
Hyphal fragments	TNTC	TNTC	Common	TNTC	-

Data Interpretation Guideline:

**Rare** 1 to 10 spores observed on sample preparation  
**Some** 11 to 30 spores observed on sample preparation  
**Common** 31-60 spores observed per sample preparation  
**Many** 61 to 100 spores observed per sample preparation  
**Abundant** More than 100 spores observed per sample preparation  
**TNTC** Too numerous to count, but no fruiting structure observed  
**Colony** Abundant or numerous spores and associated fruiting structures observed  
 \* Spores associated with hyphae and/or fruiting structures  
**None Detected** No spore or hyphal fragment observed per sample preparation

Method ID: Aemtek SOP AF102  
 Direct microscopy detection limit: one spore/hyphal fragment per sample.  
 Analysis performed by: Kirandeep Khinda  
 Sampling Date: 2 / 2 / 2016  
 Date of Analysis: 2 / 3 / 2016

Reviewed by:





**AEMTEK, INC.**

**CHAIN OF CUSTODY**

Environmental Microbiology Testing  
46309 Warm Springs Blvd., Fremont, CA 945

Aemtek No.: **1602102**  
Phone: 510-979-1979  
Fax: 510-668-1980

Contact Information				Project Information				Sample Type Codes		
Company: <b>M3 Environmental Consulting LLC</b>		Contact: <b>Chris Getward</b>		Project ID/Phase: <b>16060-D</b>				<b>A - Air</b>	<b>B - Bulk</b>	
Address: <b>9821 Blue Larkspur Lane, Suite 100, Monterey, CA 93940</b>				Site: <b>City of Monterey</b>				<b>C - Culture</b>		<b>D - Dust</b>
Phone: 831-649-4623 Fax: 831-649-4624 E-mail: <a href="mailto:chris@m3environmental.com">chris@m3environmental.com</a>				399 Madison St.				<b>S - Swab</b>		<b>T - Tape</b>
Report preference (circle one): <input type="checkbox"/> e-mail <input type="checkbox"/> both report and invoice				Sampled by: <b>Chris G</b>		Date: <b>2/2/16</b>		<b>W - Water</b>		Other:
Sample ID	Sampling Location	Temp	Method	Media	Volume	Count	Analysis Codes			
22379708	Main Room by 106	75	FDE	Air	3D	1106/56/80	FDE - Fungi Direct Exam: Identifying fungi to genus or spore type. Rush services available.			
22379705	Main Room by 112	↓	↓	↓	↓	1105/55/83	FCG - Fungi Culturable, identified to Genus only.			
22379740	Outdoors - Front entry	↓	↓	↓	↓	1111/56/76	FCS - Fungi Culturable, common Species identification without subculturing.			
21682464	Rm 105 - legal library	↓	↓	↓	↓	1121/52/75	EBC - Environmental Bacteria Count and group/genus ID			
2212246	Rm 118 - acct's paytbl	↓	↓	↓	↓	1130/55/81	EC - Total coliforms and E. coli testing			
22379701	outdoors - side entry	↓	↓	↓	↓	1137/52/80	LED - Legionella Detection and quantification.			
SW-1	Back of front door	40 cm <sup>2</sup>	↓	SWab	↓		SSC - Sewage Screen for total coliforms, E. coli, and enterococci. Please specify qualitative or quantitative.			
SW-2	Rm 107 - corner ceiling tile	↓	↓	↓	↓		Allergen - specify 5-plex, 8-plex, or individual allergen.			
SW-3	Main Rm by 112, furniture	↓	↓	↓	↓		QPQR Panels:			
SW-4	Rm 117 - Furniture	↓	↓	↓	↓		ERM - 36 species.			
							Indoor Mold Panel - 18 species			
							Pathogenic Aspergillus Panel - 10 species			
							Aspen - Chaeto - Stachy Panel			
							Turn Around Time			
							STD - standard/default, 2 days for direct, 7 days for culturable, 2-5 days for bacterial analysis.			
							5D - 5 days	3D - 3 days		
							1D - 1 day	SD - Same day		
							6H - 6 hours	3H - 3 hours		
							WH - Weekend or holiday service. Prior notice required.			
Requisitioned by:		Date: <b>2/2/16</b>		Room: <b>399 Madison St</b>		Time: <b>2/3/16 10:00</b>				
<p>979-1979 or email <a href="mailto:lab@aemtek.com">lab@aemtek.com</a> with your specific analytical needs and concerns. To ensure analytical integrity, we reserve the right to reject inappropriately shipped samples. All analytical services subject to our standard terms and conditions. Swab, culture plates and water samples should be shipped overnight and cold. Around time indicated, standard report time applies. Samples received after 6:00 pm on business days or in the weekend will be logged in the next business day. For "same day" service, samples must be received before 10 am; for "6 hours", 12:00 pm; for "3 hours", 3:00 pm. Our business hours are 9:00 am - 6:00 pm, PST, Monday - Friday. Contact the lab to arrange weekend or holiday analysis. For sampling and shipping information, please visit <a href="http://www.aemtek.com">www.aemtek.com</a>.</p>										

**Appendix B**  
**Photographs**



Front of building



Air sampling in main room by room 106



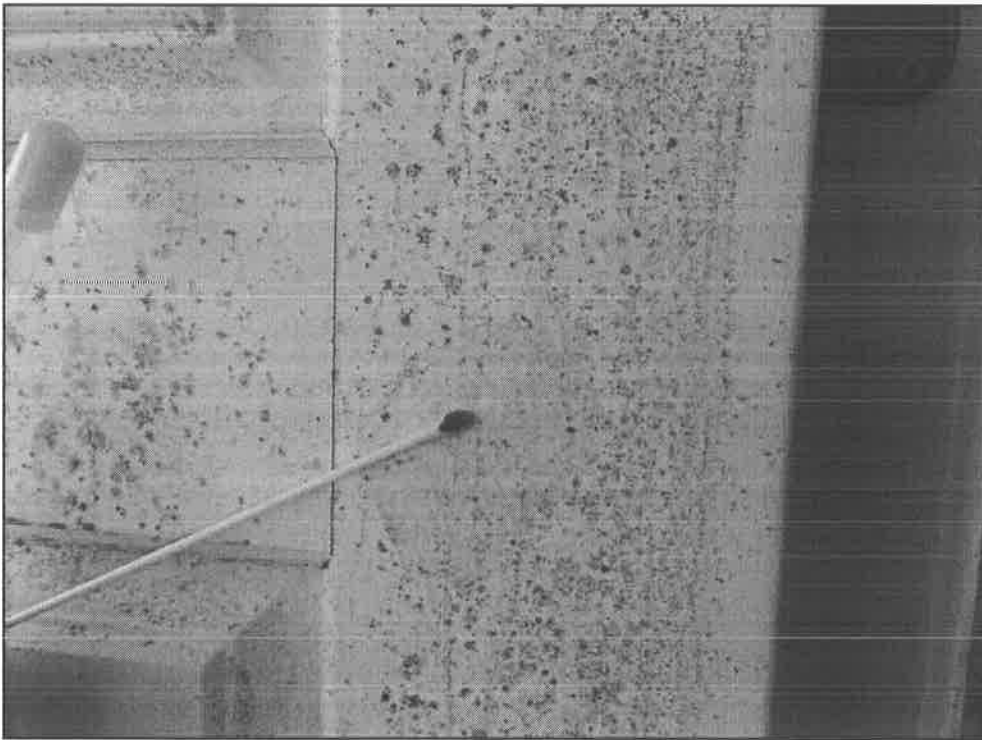
Air sampling in main room by 112



Furniture in main room



Furniture in main room



Swab sample SW-1 collected from front door

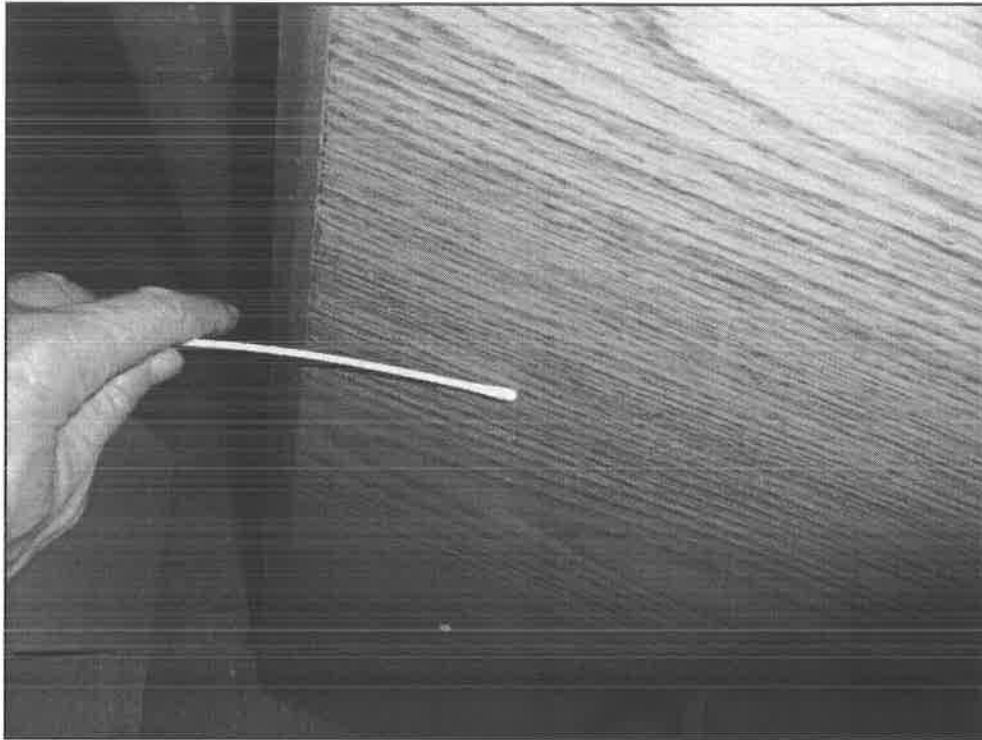


**Mold growth in room 107 - location of swab SW-2**



**Suspect mold film on chair in room 118**





Swab sample SW-4 collected from furniture in room 117



Suspect mold growth on back door

**Appendix C**  
**Floor Plan**



**Appendix D**  
**Asbestos and Lead 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  
**0166121**

**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONSULTING	Job# / P.O. #:	16060.0
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	02/04/2016
	MONTEREY CA 93940	Date Analyzed:	02/09/2016
Collected:	02/03/2016	Date Reported:	02/09/2016
Project Name:	COM-399 MADISON ST, MONTEREY	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	CHRIS GATWARD
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0166121-001 1A	FIELD	LAYER 1 Roofing, White	No	None Detected	Carbonates Binder/Filler	100%
		LAYER 2 Roofing, Black	No	None Detected	Carbonates Binder/Filler	100%
		LAYER 3 Roofing, White/ Gray	No	None Detected	Synthetic Fiber Carbonates Quartz Binder/Filler	15% 85%
0166121-002 1B	SEAM/FIELD	LAYER 1 Roofing, White	No	None Detected	Carbonates Binder/Filler	100%
		LAYER 2 Roofing, Black	No	None Detected	Cellulose Fiber Carbonates Binder/Filler	10% 90%
		LAYER 3 Roofing, White/ Gray	No	None Detected	Synthetic Fiber Carbonates Binder/Filler	15% 85%
0166121-003 1C	FIELD	LAYER 1 Roofing, White	No	None Detected	Carbonates Binder/Filler	100%
		LAYER 2 Roofing, Black	No	None Detected	Cellulose Fiber Carbonates Binder/Filler	10% 90%
		LAYER 3 Roofing, White/ Gray	No	None Detected	Synthetic Fiber Carbonates Binder/Filler	15% 85%

**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  
**0166121**

**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONSULTING	Job# / P.O. #:	16060.0
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	02/04/2016
	MONTEREY CA 93940	Date Analyzed:	02/09/2016
Collected:	02/03/2016	Date Reported:	02/09/2016
Project Name:	COM-399 MADISON ST, MONTEREY	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	CHRIS GATWARD
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0166121-004 2A	PARAPET	LAYER 1 Roofing, White	No	None Detected	Carbonates Binder/Filler 100%
		LAYER 2 Roofing Mastic, Yellow	No	None Detected	Cellulose Fiber <1% Carbonates Binder/Filler 99%
		LAYER 3 Roofing, White/ Gray	No	None Detected	Synthetic Fiber 15% Carbonates Binder/Filler 85%
0166121-005 2B	PARAPET	LAYER 1 Roofing, White	No	None Detected	Carbonates Binder/Filler 100%
		LAYER 2 Roofing Mastic, Yellow	No	None Detected	Carbonates Binder/Filler 100%
		LAYER 3 Roofing, White/ Gray	No	None Detected	Synthetic Fiber 15% Carbonates Quartz Binder/Filler 85%
0166121-006 2C	PARAPET	LAYER 1 Roofing, White	No	None Detected	Carbonates Binder/Filler 100%
		LAYER 2 Roofing, White/ Gray	No	None Detected	Synthetic Fiber 15% Carbonates Binder/Filler 85%
		LAYER 3 Roofing Mastic, Yellow	No	None Detected	Carbonates Binder/Filler 100%

**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  
**0166121**

**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONSULTING	Job# / P.O. #:	16060.0
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	02/04/2016
	MONTEREY CA 93940	Date Analyzed:	02/09/2016
Collected:	02/03/2016	Date Reported:	02/09/2016
Project Name:	COM-399 MADISON ST, MONTEREY	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	CHRIS GATWARD
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0166121-007 3A	VENT PIPE	LAYER 1 Sealant/ Coating- Inner, Black/ Off White	No	None Detected	Carbonates Binder/Filler 100%
		LAYER 2 Wrap, White/ Off White	No	None Detected	Synthetic Fiber 85% Carbonates Binder/Filler 15%
		LAYER 3 Sealant/ Coating- Outer, White/ Off White	No	None Detected	Carbonates Quartz Binder/Filler 100%
0166121-008 3B	SKYLIGHT	LAYER 1 Sealant/ Coating- Inner, White/ Off White	No	None Detected	Carbonates Binder/Filler 100%
		LAYER 2 Wrap, White/ Off White	No	None Detected	Synthetic Fiber 85% Carbonates Binder/Filler 15%
		LAYER 3 Sealant/ Coating- Outer, White/ Off White	No	None Detected	Carbonates Quartz Binder/Filler 100%
0166121-009 4A	METAL PARAPET CAP	Sealant/ Coating, White/ Silver/ Black	No	None Detected	Carbonates Quartz Binder/Filler 100%
0166121-010 4B	METAL PARAPET CAP	Sealant/ Coating, White/ Silver/ Black	No	None Detected	Carbonates Quartz Binder/Filler 100%

**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  
**0166121**

**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONSULTING	Job# / P.O. #:	16060.0
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	02/04/2016
	MONTEREY CA 93940	Date Analyzed:	02/09/2016
Collected:	02/03/2016	Date Reported:	02/09/2016
Project Name:	COM-399 MADISON ST, MONTEREY	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	CHRIS GATWARD
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0166121-011 5A	EXTERIOR	Spray Applied Texture, White/ Off White	No	None Detected	Quartz Carbonates Mica Binder/Filler 100%
0166121-012 5B	EXTERIOR	Spray Applied Texture, White/ Off White	No	None Detected	Quartz Carbonates Mica Binder/Filler 100%
0166121-013 5C	EXTERIOR	Spray Applied Texture, White/ Off White	No	None Detected	Quartz Carbonates Mica Binder/Filler 100%
0166121-014 6A	WALL	Spray Applied Texture, White/ Off White	No	None Detected	Quartz Carbonates Mica Binder/Filler 100%
0166121-015 6B	WALL	Spray Applied Texture, White/ Off White	No	None Detected	Quartz Carbonates Mica Binder/Filler 100%
0166121-016 7A	RM 106	Wallboard/ Joint Compound Composite, White/ Lt. Brown/ Off White Note: COMPOSITE ANALYSIS REQUESTED BY CLIENT	No	None Detected	Cellulose Fiber Gypsum Carbonates Mica Quartz Perlite Binder/Filler 11% 89%



**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  
**0166121**

**Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONSULTING	Job# / P.O. #:	16060.0
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	02/04/2016
	MONTEREY CA 93940	Date Analyzed:	02/09/2016
Collected:	02/03/2016	Date Reported:	02/09/2016
Project Name:	COM-399 MADISON ST, MONTEREY	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	CHRIS GATWARD
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0166121-017 7B	RM 104	Wallboard/ Joint Compound Composite, White/ Lt. Brown/ Off White Note: COMPOSITE ANALYSIS REQUESTED BY CLIENT	No	None Detected	Cellulose Fiber Gypsum Carbonates Mica Quartz Perlite Binder/Filler	11%      89%
0166121-018 7C	HALL-104 EXT	Wallboard/ Joint Compound Composite, White/ Lt. Brown/ Off White Note: COMPOSITE ANALYSIS REQUESTED BY CLIENT	No	None Detected	Cellulose Fiber Gypsum Carbonates Mica Quartz Perlite Binder/Filler	11%      89%
0166121-019 8A	MAIN RM	LAYER 1 Cove Base, Brown	No	None Detected	Carbonates Quartz Binder/Filler	100%
		LAYER 2 Mastic, Brown	No	None Detected	Wollastonite Gypsum Carbonates Binder/Filler	8%   92%
0166121-020 9A	MAIN RM	LAYER 1 Carpet Mastic, Yellow	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler	2%   98%
		LAYER 2 Leveling Compound, White/ Off White	No	None Detected	Cellulose Fiber Gypsum Carbonates Mica Binder/Filler	<1%    99%
		LAYER 3 Mastic, Yellow/ Brown	No	None Detected	Cellulose Fiber Gypsum Carbonates Binder/Filler	1%   99%

**EMC LABS, INC.**9830 S. 51st Street, Suite B109, Phoenix, AZ 85044  
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726Laboratory Report  
**0166121****Bulk Asbestos Analysis by Polarized Light Microscopy**

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONSULTING	Job# / P.O. #:	16060.0
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	02/04/2016
	MONTEREY CA 93940	Date Analyzed:	02/09/2016
Collected:	02/03/2016	Date Reported:	02/09/2016
Project Name:	COM-399 MADISON ST, MONTEREY	EPA Method:	EPA 600/R-93/116
Address:		Submitted By:	CHRIS GATWARD
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0166121-021 9B	HALL	LAYER 1 Leveling Compound, White/ Off White	No	None Detected	Gypsum Carbonates Mica Binder/Filler 100%
		LAYER 2 Mastic, Yellow/ Brown	No	None Detected	Cellulose Fiber 2% Gypsum Carbonates Quartz Binder/Filler 98%
0166121-022 10A	RM 119-CLOSET	LAYER 1 Sheet Vinyl, Gray/ Lt. Gray	No	None Detected	Cellulose Fiber 10% Synthetic Fiber 5% Wollastonite 3% Fibrous Glass 2% Carbonates Quartz Binder/Filler 80%
		LAYER 2 Mastic, Gray	No	None Detected	Cellulose Fiber 3% Wollastonite 1% Gypsum Quartz Binder/Filler 96%



Analyst - Kenneth Scheske



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

LAB#: 166121 Exhibit A  
 TAT: 3 day  
 Rec'd: FEB 04 P.M.

COMPANY NAME: M3 Environmental Cons.  
9821 Blue Larkspur Ln, Ste 100  
Monterey, CA 93940  
 CONTACT: Chris Gatward  
 Phone/Fax: (831) 649-4623 / (831) 649-4624  
 Email: chris@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 Monterey, 399 Madison St, Monterey  
**P.O. Number:** \_\_\_\_\_ **Project Number:** 160600

EMC SAMPLE #	CLIENT SAMPLE #	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS		
				ON	OFF	FLOW RATE
1	1A	White roofing core - field	Y N			
2	1B	Seam/field	Y N			
3	1C	field	Y N			
4	2A	parapet	Y N			
5	2B		Y N			
6	2C		Y N			
7	3A	White Sealant - Vent pipe	Y N			
8	3B	" " - skylight	Y N			
9	4A	" " - metal parapet cap	Y N			
10	4B	" " " " "	Y N			
11	5A	White spray texture - exterior	Y N			
12	5B	"	Y N			
13	5C	"	Y N			
14	6A	" " concrete wall	Y N			
15	6B	" " " "	Y N			

**SPECIAL INSTRUCTIONS:**

Sample Collector: (Print) Chris Gatward (Signature) \_\_\_\_\_

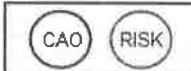
Relinquished by: [Signature] Date/Time: 2/3/16 Received by: Dianna Federico Date/Time: 2/4/16

Relinquished by: Dianna Federico Date/Time: 2/4/16 Received by: [Signature] Date/Time: 2/4/16

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 Arizona and prevailing party will be entitled to attorney's fees and court costs.

Agreement #: Ag-5492 - Page 98 of 171



In Phoenix,

# 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#:	Exhibit A
TAT:	1/6/16
Rec'd:	

COMPANY NAME: M3 Environmental Cons.  
9821 Blue Larkspur Ln, Ste 100  
Monterey, CA 93940  
 CONTACT: Chris Gatward  
 Phone/Fax: (831) 649-4623 / (831) 649-4624  
 Email: chris@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 Monterey, 399 Madison St, Monterey</u>		P.O. Number: _____		Project Number: <u><del>16060.0</del> 16060.0</u>		
EMC SAMPLE #	CLIENT SAMPLE #	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS		
				ON	OFF	FLOW RATE
16	7A	Wallboard/joint cpd - <del>650</del> Rm 106	Y N			
17	7B	↓ Rm 104	Y N			
18	7C	↓ main Rm -	Y N			
		-hall-104 ext.	Y N			
19	8A	Brown base + mastic - main Rm	Y N			
20	9A	leveling cpd + carpet mastic - main Rm	Y N			
21	9B	" " " " - hall	Y N			
22	10A	gray sheet vinyl - Rm 119 - closed	Y N			
			Y N			
			Y N			
			Y N			
			Y N			
			Y N			
			Y N			

SPECIAL INSTRUCTIONS: \_\_\_\_\_  
 Sample Collector: (Print) Chris Gatward (Signature) \_\_\_\_\_  
 Relinquished by: CSG Date/Time: 2/3/16 Received by: Diana Federico Date/Time: 2/4/16  
 Relinquished by: Diana Federico Date/Time: 2/4/16 Received by: [Signature] Date/Time: 2/4/16  
 Relinquished by: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Received by: \_\_\_\_\_ Date/Time: \_\_\_\_\_





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> L58591		<b>DATE RECEIVED:</b> 02/04/16			
<b>CLIENT:</b> M3 Environmental Cons.		<b>REPORT DATE:</b> 02/09/16			
		<b>DATE OF ANALYSIS:</b> 02/09/16			
<b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Ln, Ste 100 Monterey, CA 93940		<b>P.O. NO.:</b>			
<b>PROJECT NAME:</b> City of Monterey, 399 Madison St., Monterey		<b>PROJECT NO.:</b> 16060.0			
EMC # L58591-	SAMPLE DATE /16	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT
1	02/03	L-1	Beige Ext. Door – Wood	0.022	BRL
2	02/03	L-2	Beige Ext. Door Trim – Wood	0.020	BRL
3	02/03	L-3	White Ext. Texture Coat – Wood	0.010	BRL
4	02/03	L-4	Beige Ext. Window Trim – Wood	0.013	BRL
5	02/03	L-5	Beige Ext. Trellis – Wood	0.013	BRL
6	02/03	L-6	White Lattice HVAC Cover – Wood	0.019	BRL
7	02/03	L-7	White Texture on Block Wall	0.010	BRL
8	02/03	L-8	White Paint on Metal Downspout	0.025	BRL
9	02/03	L-9	Beige Interior Door Paint – Wood	0.050	BRL
10	02/03	L-10	Beige Interior Door Trim – Wood	0.079	BRL
11	02/03	L-11	Beige Interior Window Trim – Wood	0.105	BRL

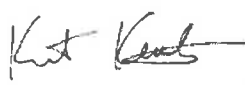
^ = Dilution Factor Changed \* = Excessive Substrate May Bias Sample Results BRL = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

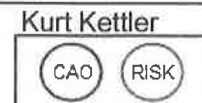
This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing 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.

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

LAB#: <u>258591</u> <small>Exhibit A</small>
TAT: <u>3day</u>
Rec'd: <u>2/4/16</u>

COMPANY NAME: M3 Environmental Cons.  
9821 Blue Larkspur Ln, Ste 100  
Monterey, CA 93940  
 CONTACT: Chris Gatward  
 Phone/Fax: (831) 649-4623 / (831) 649-4624  
 Email: chris@m3environmental.com

BILL TO: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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 Monterey, 399 Madison St, Monterey</u>		Project Number: <u>16060.0</u>		
P.O. Number: _____		Project Number: _____		
EMC SAMPLE #	CLIENT SAMPLE #	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS ON OFF FLOW RATE
1	L-1	Biège ext. door - wood	<input checked="" type="checkbox"/> N	
2	L-2	" " " trim - wood	<input checked="" type="checkbox"/> N	
3	L-3	White ext. texture coat - wood	<input checked="" type="checkbox"/> N	
4	L-4	Biège ext window trim - wood	<input checked="" type="checkbox"/> N	
5	L-5	Biège ext trellis - wood	<input checked="" type="checkbox"/> N	
6	L-6	White lattice HVAC cover - wood	<input checked="" type="checkbox"/> N	
7	L-7	White texture on black wall	<input checked="" type="checkbox"/> N	
8	L-8	White paint on metal downspout	<input checked="" type="checkbox"/> N	
9	L-9	Biège interior door paint - wood	<input checked="" type="checkbox"/> N	
10	L-10	" " " trim - wood	<input checked="" type="checkbox"/> N	
11	L-11	" " window trim	<input checked="" type="checkbox"/> N	
			<input type="checkbox"/> N	
			<input type="checkbox"/> N	
			<input type="checkbox"/> N	
			<input type="checkbox"/> N	

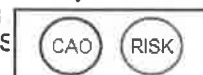
**SPECIAL INSTRUCTIONS:**

Sample Collector: (Print) Chris Gatward (Signature) \_\_\_\_\_  
 Relinquished by: [Signature] Date/Time: 2/3/16 Received by: [Signature] Date/Time: 2/4/16  
 Relinquished by: [Signature] Date/Time: 2/4/16 Received by: [Signature] Date/Time: 2/4/16  
 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 shall lie in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.



**Appendix E**  
**Benchmark Reports**



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Exhibit A

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**ASBESTOS  
DEMOLITION/RENOVATION  
SURVEY REPORT**

**399 Madison Street  
Monterey, CA**

**Benchmark PROJECT NO. E07-1116-AS**

**Site Visit Date: September 18, 2007**

**Type of Structure: Modular/portable office structure**

**On-site Technician: Dale S. Seiber**

*PREPARED FOR*

Robert Sitzman  
City of Monterey - Public Works Construction  
353 Camino El Estero  
Monterey, CA 93940

*PREPARED BY*

Benchmark Environmental Engineering  
3732-A Charter Park Drive  
San Jose, CA 95136

Terri MacFarlane, CAC #00-2747  
Environmental Field Service Manager





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## BACKGROUND

### Introduction

Benchmark Environmental Engineering was retained by Robert Sitzman, of City of Monterey - Public Works Construction, to conduct an asbestos demolition/renovation survey at 399 Madison Street, Monterey, CA.

Authorization to perform this survey was received via written agreement, by Benchmark, from Robert Sitzman.

### Background

399 Madison Street is a modular/portable office structure located in Monterey, CA. Benchmark understood that the structure is to be demolished.

The structure was constructed prior to 1980, and as such, asbestos containing materials are presumed to be located on the property site. Prior to renovation/demolition activities, Benchmark was requested to conduct an asbestos survey.

Suspect asbestos containing materials observed on site included, wallboard/joint compound, acoustical ceiling material, vinyl flooring/floor tiles, thermal system insulation (TSI), cove base/mastic, and exterior stucco. Nineteen (19) samples of suspect asbestos containing materials were collected on the property site and submitted for laboratory analysis.

### Scope of Services

Asbestos sampling was performed by a trained technician working under the supervision of a Certified Asbestos Consultant (CAC). The survey was conducted in general accordance with procedures described by the Environmental Protection Agency in 125CFR 763 (ASHERA) guidelines to determine the presence of exposed or accessible suspect asbestos-containing materials (ACM).

Bulk asbestos samples obtained from the facility were analyzed in the laboratory using Polarized Light Microscopy (PLM) with dispersion staining. The results of these analyses are presented in the Findings and Observations - Asbestos Laboratory Analytical Results Table.

Fluorescent light fixtures were observed throughout the interior of the building. The ballasts may contain PCBs (polychlorinated biphenyls). Disposal of such ballasts must be conducted in accordance with local, state, and federal regulations. All light fixtures were intact with no evidence of leaking.

## FINDINGS AND OBSERVATIONS

### Asbestos

Materials are considered by the EPA to be asbestos-containing if at least one sample collected from the area shows asbestos present in an amount greater than one percent (> 1%). Asbestos-containing materials (ACM) are regulated by federal, state, and local agencies.

The EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) requires an inspection and identification for asbestos on facilities that are to undergo demolition or renovation work. Materials found to contain asbestos may need to be removed prior to the start of such demolition/renovation work.

### Findings

None of the materials tested contained Asbestos

### Assumed Asbestos Containing Materials (AACM):

No presumed or assumed materials were identified on the property site



---

**APPENDIX A -- LABORATORY RESULTS**

---





# Bulk Asbestos Analysis

(EPA Method 600/R-93-116, Visual Area Estimation)

Benchmark Environmental  
Project Manager

3732-A Charter Park Drive  
San Jose, CA 95136

Client ID: 3565  
Report Number: B104034  
Date Received: 09/20/07  
Date Analyzed: 09/24/07  
Date Printed: 09/24/07  
First Reported: 09/24/07

Job ID/Site: E07-1116 - 399 Madison St., Monterey, CA

FASI Job ID: 3565

Date(s) Collected:

Total Samples Submitted: 19

Total Samples Analyzed: 19

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
1116-9-18-1B	10682204						
Layer: Brown Non-Fibrous Material			ND				
Layer: White Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
1116-9-18-2B	10682205						
Layer: Tan Non-Fibrous Material			ND				
Layer: Brown Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
1116-9-18-3B	10682206						
Layer: Tan Sheet Flooring			ND				
Layer: Fibrous Backing			ND				
Layer: Yellow Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %) Fibrous Glass (5 %) Synthetic (10 %)							
1116-9-18-4B	10682207						
Layer: Tan Sheet Flooring			ND				
Layer: Fibrous Backing			ND				
Layer: Yellow Mastic			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %) Fibrous Glass (5 %) Synthetic (10 %)							
1116-9-18-5B	10682208						
Layer: White Non-Fibrous Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
1116-9-18-6B	10682209						
Layer: White Non-Fibrous Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							



Report Number: B104034

Date Printed: 09/24/07

Client Name: Benchmark Environmental

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
1116-9-18-7B	10682210						
Layer: White Non-Fibrous Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
1116-9-18-8B	10682211						
Layer: Yellow Mastic			ND				
Layer: White Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
1116-9-18-9B	10682212						
Layer: Yellow Mastic			ND				
Layer: White Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
1116-9-18-10B	10682213						
Layer: White Drywall			ND				
Layer: Brown Woven Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %) Fibrous Glass (10 %) Synthetic (Trace)							
1116-9-18-11B	10682214						
Layer: White Drywall			ND				
Layer: Brown Woven Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %) Fibrous Glass (10 %) Synthetic (Trace)							
1116-9-18-12B	10682215						
Layer: White Drywall			ND				
Layer: Brown Woven Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %) Fibrous Glass (10 %) Synthetic (Trace)							
1116-9-18-13B	10682216						
Layer: Yellow Fibrous Material			ND				
Layer: Foil			ND				
Layer: Tan Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (5 %) Fibrous Glass (90 %)							
1116-9-18-14B	10682217						
Layer: Yellow Fibrous Material			ND				
Layer: Foil			ND				
Layer: Tan Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (5 %) Fibrous Glass (90 %)							



Client Name: Benchmark Environmental

Report Number: B104034

Date Printed: 09/24/07

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
1116-9-18-15B	10682218						
Layer: Yellow Fibrous Material			ND				
Layer: Foil			ND				
Layer: Tan Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (5 %) Fibrous Glass (90 %)							
1116-9-18-16B	10682219						
Layer: Tan Fibrous Tile			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (10 %) Fibrous Glass (85 %)							
1116-9-18-17B	10682220						
Layer: Tan Fibrous Tile			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (10 %) Fibrous Glass (85 %)							
1116-9-18-18B	10682221						
Layer: White Non-Fibrous Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
1116-9-18-19B	10682222						
Layer: White Non-Fibrous Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							

*Jim Flores*

James Flores, Laboratory Supervisor, Hayward Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

Analytical results and reports are generated by Forensic Analytical at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by Forensic Analytical to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by Forensic Analytical. The client is solely responsible for the use and interpretation of test results and reports requested from Forensic Analytical. This report must not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government. Forensic Analytical is not able to assess the degree of hazard resulting from materials analyzed. Forensic Analytical reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines. All samples were received in acceptable condition unless otherwise noted.

Agreement #: Ag-0492 Page 109 of 171







3732 Charter Park Drive, Ste. A San Jose CA 95136  
408-448-7594 408-448-3849 (fax)

**BULK CHAIN OF CUSTODY**

Please Include Sample Locations On Laboratory Report

Page: 2 of \_\_\_\_\_

Project #: E07-1116

Date: 9/18/07

Technician: Dele Sciber

Project Address: 399 Madison ST, Monterey, CA

Client Name: \_\_\_\_\_

Company: \_\_\_\_\_

Sample Number	Location	Homogenous Group or Measurement	Material or Component	Results To Be Reported As
1116-9-18-10B	Office #7 @ Entry Wall	Wall board/ Joint Comp.		Contaminated
11B	Main Room @ Low Wall	↓		↓
12B	WOMENS BATH @ Entry Wall			
13B	Electrical closet Vertical pipe	Pipe wrap   TSI		
14B	Electrical closet Vertical pipe	↓		
15B	Electrical closet Vertical pipe			
16B	Main Room - ceiling	Acoustical ceiling panel		
17B	Main Room - ceiling	↓		
18B	EXT. Wall #1	EXT. WALL EXTEN		
19B	EXT. Wall #4			

Circle Project Type <input checked="" type="checkbox"/> Asbestos (Survey/Sample Collection) <input type="checkbox"/> Lead-Based Paint <input type="checkbox"/> Risk Assessment (Lead) <input type="checkbox"/> Mold/Fungus (Baseline) <input type="checkbox"/> Sewage Screen (Baseline) <input type="checkbox"/> Sewage Screen (Post-Remediation) Other: _____	Circle Type of Analysis <input checked="" type="checkbox"/> PLM/Bulk (EPA 600) EPA SW 846-7420 FLAA <input type="checkbox"/> Dust Wipe, Soil, Paint Chip <input type="checkbox"/> GPAA Water (lead) <input type="checkbox"/> Qualitative (MUG) E.Coli/Coliforms (Soil/Swab) <input type="checkbox"/> Direct Microscopic Exam (Tape/Swab) Other: _____	Circle Turnaround Time Same Day/Rush <input type="checkbox"/> 24 Hour <input checked="" type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 5 Day Other: _____
---	--	--

Relinquished By:

Received By:   
DTR

Date/Time: 9/20/07

18-112  
 CAO  RISK



## APPENDIX B -- METHODOLOGY

### General References

Inspection, sampling, and assessment procedures were performed in general accordance with the guidelines published by the EPA in 125CFR Part 763 Subpart E, October 30, 1987. The survey consisted of three major activities: visual inspection, sampling, and analysis. Although these activities are listed separately, they are integrated tasks.

### Visual Inspection

An initial building walkthrough was conducted to determine the presence of suspect materials that were accessible or exposed. Materials that were similar in general appearance were grouped into homogeneous sampling areas.

### Homogenous Material Classification

A preliminary walkthrough of the building was conducted to determine areas of materials that were visually similar in color, texture, and general appearance and that appeared to have been installed at the same time. Such materials are termed "homogeneous materials" by the EPA. During this walkthrough, the approximate locations of these homogeneous materials were noted.

### Sampling Procedures

Following the walkthrough, the inspector collected selected samples of exposed or accessible materials identified as suspect ACM. EPA guidelines were used to determine the sampling protocol. Sampling locations were chosen to be representative of the homogeneous material.

Samples of surfacing material for asbestos were collected in general accordance with the EPA random sampling protocol outlined in the EPA publication, "Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials" (EPA 560/5-85-030a, October 1985). Samples of miscellaneous materials were taken as randomly as possible, while attempting to sample already damaged areas so as to minimize disturbance of the material.

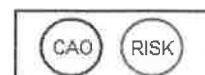
### Methods Of Analysis

#### Asbestos

Analysis was performed by visually observing the bulk sample and preparing slides for microscopic examination and identification. The samples were mounted on slides and then analyzed for asbestos (Chrysotile, Amosite, Crocidolite, Anthophyllite, and Actinolite/Tremolite), fibrous non-asbestos constituents (mineral wool, paper, etc.) and non-fibrous constituents. Asbestos was identified by refractive indices, morphology, color, pleochroism, birefringence, extinction characteristics, and signs of elongation. The same characteristics were used to identify the non-asbestos constituents.

The microscopist used a stereoscope to visually estimate relative amounts of each constituent using a stereoscope to determine the volume of each constituent in proportion to the total volume of the sample.

All bulk samples were analyzed by Polarized Light Microscopy (PLM) with dispersion staining as described by the interim method of the determination of asbestos in bulk insulation, Federal Register, Volume 47, No. 103, May 27, 1982. This is a standard method of analysis in optical mineralogy and the currently accepted method for the determination of asbestos in bulk samples. A suspect material is immersed in a solution of known refractive index and subjected to illumination by polarized light. The characteristic color displays that result enable mineral identification. It should be noted that some ACM may not be accurately identified or quantified by PLM. As an example, the original fabrication of vinyl floor tiles routinely involved milling of asbestos fibers to extremely small sizes. As a result, these fibers may go undetected under the standard polarized light



microscopy method. Transmission Electron Microscopy (TEM) is recommended for a more definitive analysis of these materials.

**Laboratory Quality Control Program**

Forensic Analytical located in Hayward, California, performed the analysis. Forensic maintains an in-house quality control program. This program involves blind reanalysis of ten percent of all samples, precision and accuracy controls, and use of standard bulk reference materials.



---

**APPENDIX C -- WARRANTY**

---

**Warranty**

Benchmark warrants that the findings contained herein have been prepared with the level of care and skill exercised by experienced and knowledgeable environmental consultants who are appropriately licensed or otherwise trained to perform asbestos assessments pursuant to the scope of work required on this Project.

The survey included inspection of suspected materials, such as wall material and flooring material. Benchmark did not inspect or sample inaccessible areas and did not dismantle any part of the structure to survey inaccessible areas. For the purpose of this warranty, inaccessible is defined as areas of the building that could not be tested (sampled) without destruction of the structure or a portion of the structure. Inaccessible materials that are visible to Benchmark's inspectors shall be assumed asbestos containing.



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## Lead-Based Paint Inspection

**399 Madison Street  
Monterey, CA**

**Benchmark Project No:** E07-1116-LI

**Date of Inspection:** September 18, 2007

**Owner's Name:** City of Monterey

**Type of Structure:** Modular/portable office structure

**On-Site Technician:** Dale S. Seiber, DHS#10529

*PREPARED FOR*

Mr. Robert Sitzman  
City of Monterey – Public Works Construction  
353 Camino El Estero  
Monterey, CA 93940

*PREPARED BY*

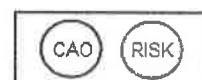
Benchmark Environmental Engineering  
3732-A Charter Park Drive  
San Jose, CA 95136  
1-800-988-7424

Terri MacFarlane  
Environmental Field Service Manager



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## Executive Summary

Benchmark Environmental Engineering was retained by Mr. Robert Sitzman of the City of Monterey, Public Works Construction Dept. to conduct a Lead-based Paint Inspection. The survey was conducted on September 18, 2007.

Written authorization to perform this survey was received by Benchmark.

### Investigation

In order to determine if there was lead-based paint the following inspection was performed:

- A Lead-Based Paint Inspection was conducted which is a surface-by-surface investigation to determine if lead-based paint, as defined by the Environmental Protection Agency, is present on components both insider and on the exterior of a building.
- A visual assessment of the overall paint condition on the exterior was also conducted.

### Findings:

The structure is a modular/portable office structure currently vacant and scheduled for demolition.

### Lead-Based Paint Inspection Results

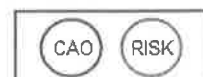
In order to determine if lead based paint is present one hundred ninety four (194) assays were collected using an X-RAY FLOURESCENCE (XRF) instrument. The results indicated that none of the building components were above the EPA and DHS level of 1.0 mg/cm<sup>2</sup> or 5000 PPM.

The lead-based paint inspection was conducted in general accordance with Title 17 of the California Code of Regulations (CCR), Division 1, Chapter 8 and United States Department of Housing and Urban Development (HUD) document entitled Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, published June 1995 (Revised 1997).

All building components identified in the site inspection that may contain lead-based paint/coating were targeted for testing (interior and/or exterior walls, doors and all associated components).

The testing and sampling protocol was comprised of testing with an X-Ray Fluorescence (XRF) analyzer. The XRF instrument was set with a unique identification number, which listed the building components.

The XRF results can be found in APPENDIX A-XRF Results.



## Methodology

### General Reference

Inspection, sampling, and assessment procedures were performed in general accordance with the guidelines published by The Department of Housing and Urban Development's (HUD) 1995 Guidelines, Chapter 7 Paint Inspection, and Chapter 5 Risk Assessment. The survey consisted of three major activities: visual inspection, sampling, and analysis. Although these activities are listed separately, they are integrated tasks.

### Visual Inspection

An inspector that is a Department of Health Services Certified Lead Inspector/Risk Assessor performed the inspection. An initial building walkthrough was conducted to determine the presence of suspect materials that were accessible or exposed.

### Sampling Procedures Lead-Based Paint Inspection (X-Ray Fluorescence (XRF) Analysis)

XRF instruments measure lead-in-paint by directing high energy X-rays and gamma rays into the paint, causing the lead atoms in the paint to emit X-rays which are detected by the instrument and converted to a measurement of the amount of lead in the paint. The EPA approved technology allows for measurement of X-rays without scraping or samples preparation to characterize substrate or matrix effects. The Spectrum Analyzer, Metals Analysis Probe (MAP 4) is combined with a microprocessor system that enables field-testing with a high degree of quality control and speed. Sample locations, descriptions, conditions, and measurement results are automatically recorded by the instrument and easily downloaded to a PC or laptop.

All results were compared to the State and Federal Guidelines:  
 $1.0 \text{ mg/cm}^2 = \text{XRF-Lead-based Paint}$

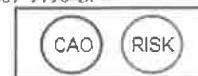
### Quality Control Program

Benchmark Environmental Engineering utilizes only DHS approved inspectors, which are certified to use radioactive instruments. The MAP 4 Spectrum Analyzer has on-board calibration routines, which continuously operate, and self-correct to minimized sampling error. This is known as substrate correcting software.

## General Information

### General Information

All of the painted components have some level of lead base-paint on the surfaces (please refer to Appendix A--XRF Results Table). If any surface, (i.e. walls, doors, windows, floors), interior or exterior is disturbed, proper precautionary measures using the current standards outlined in the HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, needs to be followed. This is to include obtaining state lead certified painters; carpenters and workers. Not taking proper precautionary measures in any part of the residence where the risk assessment was conducted can result in lead based paint exposure to the current owners, friends and neighbors.

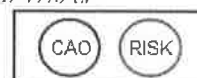


## APPENDIX A -- XRF RESULTS

Walls are referenced as 1, 2, 3, and 4

Wall 1 is the street side of the building

Walls 2, 3 and 4 are numbered clockwise





Benchmark

# Preliminary XRF

Customer: City of Monterey-Public Works  
353 Camino El Estero  
Monterey, CA 93940

Project Name: 399 Madison Street  
Monterey, CA 93940

Site Name: Int./Ext.

Action Level 0.900 mg/cm2      Lab 0.900 mg/cm2

Total Assays Reported      194

Agreement #	Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result
5292	0001	Calibration	*	* *			*	0.000 X	0.000 X	0	ID	
5293	0001	Calibration	*	* *			*	1.207 K	0.957 L	0	TEST	Pos
5294	0001	Calibration	*	* *			*	1.246 K	0.955 L	0	TEST	Pos
5295	0001	Calibration	*	* *			*	0.955 K	1.088 L	0	TEST	Incl
5296	0001	Calibration	*	* *			*	1.040 K	0.995 L	0	TEST	Incl
5297	0001	Calibration	*	* *			*	1.070 K	1.011 L	0	TEST	Incl
5298	0001	Calibration	*	* *			*	0.000 X	0.000 X	0	ID	
5299	0001	City Atty. RM	1	1	Paneling	Wood	Good	0.218 K	0.233 L	0	UNLM	Neg
5300	0001	City Atty. RM	1	1	Baseboard	Vinyl/Plastic	Good	0.283 K	0.204 L	0	UNLM	Neg
5301	0001	City Atty. RM	1	1	Door Jamb	Wood	Good	0.370 K	0.134 L	0	UNLM	Neg
5302	0001	City Atty. RM	1	1	Door Jamb	Metal	Good	0.327 K	0.529 L	0	UNLM	Neg
5303	0001	City Atty. RM	1	1	Door	Wood	Good	-0.184 K	-0.017 L	0	UNLM	Neg
5304	0001	City Atty. RM	1	3	Wall	Sheetrk	Good	-0.013 K	-0.106 L	0	UNLM	Neg
5305	0001	City Atty. RM	1	3	Door Jamb	Wood	Good	-0.189 K	0.307 L	0	UNLM	Neg
5306	0001	City Atty. RM	1	3	Door	Wood	Good	-0.450 K	-0.656 L	0	UNLM	Neg
5307	0001	City Atty. RM	1	3	Paneling	Wood	Good	0.210 K	-0.175 L	0	UNLM	Neg
CAO RISK	0001	City Atty. RM	1	4	Paneling	Wood	Good	0.186 K	0.230 L	0	UNLM	Neg
	0001	City Atty. RM	1	4	Door Jamb	Wood	Good	0.268 K	0.157 L	0	UNLM	Neg
	0001	City Atty. RM	1	4	Door	Wood	Good	-0.087 K	-0.281 L	0	UNLM	Neg
	0001	Finance	1	1	Paneling	Wood	Good	-0.354 K	-0.627 L	0	UNLM	Neg

Exhibit A

Benchmark

# Preliminary XRF

Customer: City of Monterey-Public Works  
353 Camino El Estero  
Monterey, CA 93940

Project Name: 399 Madison Street  
Monterey, CA 93940

Site Name: Int./Ext.

Action Level 0.900 mg/cm2

Lab 0.900 mg/cm2

Total Assays Reported

194

Agreement #	Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result
55312	0001	Finance	1	1	Window Frame	Wood	Good	-0.150 K	0.088 L	0	UNLM	Neg
55313	0001	Finance	1	1	Paneling	Wood	Good	0.274 K	0.074 L	0	UNLM	Neg
55314	0001	Finance	1	2	Paneling	Wood	Good	0.080 K	0.276 L	0	UNLM	Neg
55315	0001	Finance	1	3	Paneling	Wood	Good	0.116 K	-0.026 L	0	UNLM	Neg
55316	0001	Finance	1	3	Door	Wood	Good	-0.185 K	-0.039 L	0	UNLM	Neg
55317	0001	Finance	1	3	Door Jamb	Wood	Good	-0.038 K	0.114 L	0	UNLM	Neg
55318	0001	Finance	1	4	Paneling	Wood	Good	-0.037 K	0.161 L	0	UNLM	Neg
55319	0001	Finance	1	4	Window Frame	Wood	Good	-0.349 K	0.246 L	0	UNLM	Neg
55320	0001	Accts. Payable	1	1	Paneling	Wood	Good	-0.115 K	-0.472 L	0	UNLM	Neg
55321	0001	Accts. Payable	1	1	Window Frame	Wood	Good	0.159 K	0.024 L	0	UNLM	Neg
55322	0001	Accts. Payable	1	1	Ceiling Molding	Wood	Good	-0.240 K	0.060 L	0	UNLM	Neg
55323	0001	Accts. Payable	1	2	Paneling	Wood	Good	0.256 K	0.027 L	0	UNLM	Neg
55324	0001	Accts. Payable	1	2	Baseboard	Vinyl/Plastic	Good	0.290 K	0.180 L	0	UNLM	Neg
55325	0001	Accts. Payable	1	3	Paneling	Wood	Good	-0.122 K	0.140 L	0	UNLM	Neg
55326	0001	Accts. Payable	1	3	Door Jamb	Wood	Good	0.025 K	0.392 L	0	UNLM	Neg
55327	0001	Accts. Payable	1	3	Door	Wood	Good	-0.355 K	0.293 L	0	UNLM	Neg
CAO RISK	0001	Accts. Payable	1	4	Paneling	Wood	Good	0.236 K	0.506 L	0	UNLM	Neg
	0001	Accts. Payable	1	4	Baseboard	Vinyl/Plastic	Good	0.502 K	0.359 L	0	UNLM	Incl
	0001	Men's Bath	1	1	Paneling	Wood	Good	-0.474 K	0.525 L	0	UNLM	Neg
	0001	Men's Bath	1	1	Baseboard	Vinyl/Plastic	Good	0.025 K	0.357 L	0	UNLM	Neg

Exhibit A

Benchmark

# Preliminary XRF

Customer: City of Monterey-Public Works  
353 Camino El Estero  
Monterey, CA 93940

Project Name: 399 Madison Street  
Monterey, CA 93940

Site Name: Int./Ext.

Action Level 0.900 mg/cm2 Lab 0.900 mg/cm2

Total Assays Reported 194

Ag-5462-Page 1 of 7	Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result
55332	0001	Men's Bath	1	1	Floor	Vinyl/Plastic	Good	-0.243 K	-0.055 L	0	UNLM	Neg
55333	0001	Men's Bath	1	1	Ceiling	Sheetrk	Good	-0.089 K	0.365 L	0	UNLM	Neg
55334	0001	Men's Bath	1	1	Ceiling Molding	Wood	Good	-0.029 K	0.117 L	0	UNLM	Neg
55335	0001	Men's Bath	1	2	Paneling	Wood	Good	0.218 K	0.018 L	0	UNLM	Neg
55336	0001	Men's Bath	1	2	Door Jamb	Wood	Good	-0.014 K	0.222 L	0	UNLM	Neg
55337	0001	Men's Bath	1	2	Door	Wood	Good	-0.796 K	0.833 L	0	UNLM	Neg
55338	0001	Men's Bath	1	3	Paneling	Wood	Good	-0.062 K	0.251 L	0	UNLM	Neg
55339	0001	Men's Bath	1	4	Paneling	Wood	Good	0.251 K	0.331 L	0	UNLM	Neg
55340	0001	Woman's Bath	1	1	Paneling	Wood	Good	0.256 K	0.077 L	0	UNLM	Neg
55341	0001	Woman's Bath	1	1	Floor	Vinyl/Plastic	Good	-0.108 K	0.284 L	0	UNLM	Neg
55342	0001	Woman's Bath	1	1	Baseboard	Vinyl/Plastic	Good	0.041 K	0.418 L	0	UNLM	Neg
55343	0001	Woman's Bath	1	1	Floor	Vinyl/Plastic	Good	0.217 K	0.197 L	0	UNLM	Neg
55344	0001	Woman's Bath	1	1	Ceiling Molding	Wood	Good	-0.041 K	-0.656 L	0	UNLM	Neg
55345	0001	Woman's Bath	1	1	Ceiling	Sheetrk	Good	-0.175 K	0.074 L	0	UNLM	Neg
55346	0001	Woman's Bath	1	2	Door Jamb	Wood	Good	0.167 K	0.199 L	0	UNLM	Neg
55347	0001	Woman's Bath	1	2	Door	Wood	Good	-0.436 K	-0.247 L	0	UNLM	Neg
CAO	0001	Woman's Bath	1	2	Paneling	Wood	Good	-0.179 K	0.220 L	0	UNLM	Neg
RISK	0001	Woman's Bath	1	3	Countertop	Vinyl/Plastic	Good	0.064 K	0.216 L	0	UNLM	Neg
	0001	Woman's Bath	1	3	Paneling	Wood	Good	-0.609 K	0.294 L	0	UNLM	Neg
	0001	Woman's Bath	1	4	Paneling	Wood	Good	0.058 K	0.313 L	0	UNLM	Neg

Exhibit A

Benchmark

# Preliminary XRF

Customer: City of Monterey-Public Works  
353 Camino El Estero  
Monterey, CA 93940

Project Name: 399 Madison Street  
Monterey, CA 93940

Site Name: Int./Ext.

Action Level 0.900 mg/cm2 Lab 0.900 mg/cm2

Total Assays Reported 194

Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result	
55352	0001	Conference RM	1	1	Paneling	Wood	Good	0.061 K	0.265 L	0	UNLM	Neg
55353	0001	Conference RM	1	1	Baseboard	Vinyl/Plastic	Good	0.355 K	0.183 L	0	UNLM	Neg
55354	0001	Conference RM	1	1	Window Frame	Wood	Good	0.067 K	0.171 L	0	UNLM	Neg
55355	0001	Conference RM	1	1	Ceiling Molding	Wood	Good	0.149 K	-0.050 L	0	UNLM	Neg
55356	0001	Conference RM	1	2	Paneling	Wood	Good	0.339 K	0.186 L	0	UNLM	Neg
55357	0001	Conference RM	1	3	Wall	Sheetrk	Good	0.129 K	-0.134 L	0	UNLM	Neg
55358	0001	Conference RM	1	3	Door Jamb	Wood	Good	0.041 K	-0.020 L	0	UNLM	Neg
55359	0001	Conference RM	1	3	Door	Wood	Good	-0.052 K	-0.281 L	0	UNLM	Neg
55360	0001	Conference RM	1	4	Wall	Sheetrk	Good	0.238 K	0.125 L	0	UNLM	Neg
55361	0001	Office 1	1	1	Paneling	Wood	Good	-0.231 K	0.181 L	0	UNLM	Neg
55362	0001	Office 1	1	1	Window Frame	Wood	Good	-0.063 K	0.277 L	0	UNLM	Neg
55363	0001	Office 1	1	1	Baseboard	Vinyl/Plastic	Good	0.035 K	0.179 L	0	UNLM	Neg
55364	0001	Office 1	1	2	Paneling	Wood	Good	-0.003 K	-0.125 L	0	UNLM	Neg
55365	0001	Office 1	1	3	Paneling	Wood	Good	0.009 K	0.000 L	0	UNLM	Neg
55366	0001	Office 1	1	3	Door Jamb	Wood	Good	0.240 K	0.362 L	0	UNLM	Neg
55367	0001	Office 1	1	3	Door	Wood	Good	0.009 K	0.074 L	0	UNLM	Neg
CAO	0001	Office 1	1	4	Paneling	Wood	Good	0.053 K	-0.127 L	0	UNLM	Neg
RISK	0001	Office 2	1	1	Paneling	Wood	Good	0.275 K	0.183 L	0	UNLM	Neg
	0001	Office 2	1	2	Paneling	Wood	Good	-0.049 K	0.050 L	0	UNLM	Neg
	0001	Office 2	1	3	Paneling	Wood	Good	0.223 K	0.012 L	0	UNLM	Neg

Exhibit A

Benchmark

# Preliminary XRF

Customer: City of Monterey-Public Works  
353 Camino El Estero  
Monterey, CA 93940

Project Name: 399 Madison Street  
Monterey, CA 93940

Site Name: Int./Ext.

Action Level 0.900 mg/cm2

Lab 0.900 mg/cm2

Total Assays Reported

194

Assay #	Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result
55372	0001	Office 2	1	4	Paneling	Wood	Good	-0.014 K	-0.097 L	0	UNLM	Neg
55373	0001	Office 2	1	4	Door Jamb	Wood	Poor	0.319 K	-0.175 L	0	UNLM	Neg
55374	0001	Office 2	1	4	Door	Wood	Good	0.044 K	0.075 L	0	UNLM	Neg
55375	0001	Office 3	1	1	Cabinets	Wood	Good	-0.010 K	-0.378 L	0	UNLM	Neg
55376	0001	Office 3	1	1	Paneling	Wood	Good	0.391 K	0.266 L	0	UNLM	Neg
55377	0001	Office 3	1	2	Paneling	Wood	Good	-0.010 K	0.172 L	0	UNLM	Neg
55378	0001	Office 3	1	3	Paneling	Wood	Good	0.395 K	0.280 L	0	UNLM	Neg
55379	0001	Office 3	1	4	Paneling	Wood	Good	0.193 K	0.001 L	0	UNLM	Neg
55380	0001	Office 3	1	4	Door Jamb	Wood	Good	0.071 K	-0.195 L	0	UNLM	Neg
55381	0001	Office 3	1	4	Door	Wood	Good	-0.834 K	0.004 L	0	UNLM	Neg
55382	0001	Office 4	1	1	Paneling	Wood	Good	-0.250 K	0.230 L	0	UNLM	Neg
55383	0001	Office 4	1	2	Paneling	Wood	Good	0.304 K	0.339 L	0	UNLM	Neg
55384	0001	Office 4	1	3	Paneling	Wood	Good	0.061 K	0.263 L	0	UNLM	Neg
55385	0001	Office 4	1	4	Door	Wood	Good	-0.305 K	-0.993 L	0	UNLM	Neg
55386	0001	Office 4	1	4	Paneling	Wood	Good	-0.070 K	0.224 L	0	UNLM	Neg
55387	0001	Office 5	1	1	Paneling	Wood	Good	0.220 K	0.092 L	0	UNLM	Neg
55388	0001	Office 5	1	2	Paneling	Wood	Good	-0.511 K	0.001 L	0	UNLM	Neg
55389	0001	Office 5	1	3	Paneling	Wood	Good	0.182 K	0.019 L	0	UNLM	Neg
55390	0001	Office 5	1	4	Paneling	Wood	Good	0.128 K	0.299 L	0	UNLM	Neg
55391	0001	Office 5	1	4	Door Jamb	Wood	Good	0.058 K	0.095 L	0	UNLM	Neg

CAO  
RISK

Exhibit A

Benchmark

# Preliminary XRF

Customer: City of Monterey-Public Works  
353 Camino El Estero  
Monterey, CA 93940

Project Name: 399 Madison Street  
Monterey, CA 93940

Site Name: Int./Ext.

Action Level 0.900 mg/cm2 Lab 0.900 mg/cm2

Total Assays Reported 194

Agreement #	Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result
55392	0001	Office 5	1	4	Door	Wood	Good	-0.104 K	0.220 L	0	UNLM	Neg
55393	0001	Office 6	1	1	Paneling	Wood	Good	0.080 K	-0.081 L	0	UNLM	Neg
55394	0001	Office 6	1	1	Door Jamb	Wood	Good	0.136 K	0.013 L	0	UNLM	Neg
55395	0001	Office 6	1	1	Door	Wood	Good	0.016 K	-0.394 L	0	UNLM	Neg
55396	0001	Office 6	1	2	Paneling	Wood	Good	-0.442 K	0.765 L	0	UNLM	Neg
55397	0001	Office 6	1	3	Paneling	Wood	Good	0.031 K	0.150 L	0	UNLM	Neg
55398	0001	Office 6	1	3	Window Frame	Wood	Good	0.260 K	0.623 L	0	UNLM	Neg
55399	0001	Office 6	1	3	Window Sill	Wood	Good	-0.030 K	-0.230 L	0	UNLM	Neg
55400	0001	Office 6	1	3	Ceiling Molding	Wood	Good	-0.241 K	0.282 L	0	UNLM	Neg
55401	0001	Office 6	1	4	Paneling	Wood	Good	-0.212 K	0.095 L	0	UNLM	Neg
55402	0001	Office 7	1	1	Paneling	Wood	Good	0.069 K	0.252 L	0	UNLM	Neg
55403	0001	Office 7	1	1	Door Jamb	Wood	Good	0.359 K	0.571 L	0	UNLM	Neg
55404	0001	Office 7	1	1	Door	Wood	Good	-0.177 K	-0.304 L	0	UNLM	Neg
55405	0001	Office 7	1	2	Paneling	Wood	Good	-0.250 K	0.032 L	0	UNLM	Neg
55406	0001	Office 7	1	3	Paneling	Wood	Good	0.012 K	0.144 L	0	UNLM	Neg
55407	0001	Office 7	1	3	Window Frame	Wood	Good	-0.324 K	-0.048 L	0	UNLM	Neg
<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; flex-direction: column; align-items: center; justify-content: center;"> <div style="border: 1px solid black; border-radius: 50%; width: 15px; height: 15px; display: flex; flex-direction: column; align-items: center; justify-content: center;"> <span>CAO</span> </div> <div style="border: 1px solid black; border-radius: 50%; width: 15px; height: 15px; display: flex; flex-direction: column; align-items: center; justify-content: center;"> <span>RISK</span> </div> </div>	0001	Office 7	1	3	Window Sill	Wood	Good	0.062 K	0.243 L	0	UNLM	Neg
	0001	Office 7	1	4	Paneling	Wood	Good	0.281 K	0.461 L	0	UNLM	Neg
	0001	Main RM	1	1	Paneling	Wood	Good	-0.063 K	0.242 L	0	UNLM	Neg
	0001	Main RM	1	1	Window Frame	Wood	Good	0.088 K	-0.150 L	0	UNLM	Neg

Exhibit A

Benchmark

# Preliminary XRF

Customer: City of Monterey-Public Works  
353 Camino El Estero  
Monterey, CA 93940

Project Name: 399 Madison Street  
Monterey, CA 93940

Site Name: Int./Ext.

Action Level 0.900 mg/cm2 Lab 0.900 mg/cm2

Total Assays Reported 194

Agreement #	Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result
5412	0001	Main RM	1	1	Baseboard	Vinyl/Plastic	Good	0.375 K	0.093 L	0	UNLM	Incl
5413	0001	Main RM	1	1	Wall	Sheetrk	Good	0.224 K	0.084 L	0	UNLM	Neg
5414	0001	Main RM	1	2	Paneling	Wood	Good	0.195 K	0.404 L	0	UNLM	Neg
5415	0001	Main RM	1	2	Door Jamb	Wood	Good	-0.025 K	0.143 L	0	UNLM	Neg
5416	0001	Main RM	1	2	Door	Wood	Good	0.063 K	0.158 L	0	UNLM	Neg
5417	0001	Main RM	1	3	Paneling	Wood	Good	0.070 K	0.830 L	0	UNLM	Neg
55418	0001	Main RM	1	3	Door Jamb	Wood	Good	0.038 K	-0.003 L	0	UNLM	Neg
55419	0001	Main RM	1	3	Door	Wood	Good	0.122 K	0.163 L	0	UNLM	Neg
55420	0001	Main RM	1	4	Paneling	Wood	Good	0.057 K	0.162 L	0	UNLM	Neg
55421	0001	Main RM	1	4	Door Jamb	Wood	Good	0.240 K	-0.229 L	0	UNLM	Neg
55422	0001	Main RM	1	4	Door	Wood	Good	0.034 K	-0.472 L	0	UNLM	Neg
55423	0001	Exterior	1	1	Wall	Stucco	Good	0.167 K	0.228 L	0	UNLM	Neg
55424	0001	Exterior	1	1	Window Frame	Wood	Good	-0.326 K	0.091 L	0	UNLM	Neg
55425	0001	Exterior	1	1	Window Sill	Wood	Good	-0.450 K	0.178 L	0	UNLM	Neg
55426	0001	Exterior	1	1	Door Jamb	Wood	Good	-0.288 K	0.243 L	0	UNLM	Neg
55427	0001	Exterior	1	1	Door	Wood	Good	-0.129 K	0.372 L	0	UNLM	Neg
CAO	0001	Exterior	1	1	Post	Wood	Good	0.115 K	-0.058 L	0	UNLM	Neg
RISK	0001	Exterior	1	1	Header/Beam	Wood	Good	-0.230 K	0.368 L	0	UNLM	Neg
	0001	Exterior	1	1	Shutter	Wood	Good	-0.419 K	0.031 L	0	UNLM	Neg
	0001	Exterior	1	1	Downspout	Metal	Good	-0.198 K	0.669 L	0	UNLM	Neg

Exhibit A

Benchmark

# Preliminary XRF

Customer: City of Monterey-Public Works  
353 Camino El Estero  
Monterey, CA 93940

Project Name: 399 Madison Street  
Monterey, CA 93940

Site Name: Int./Ext.

Action Level 0.900 mg/cm2 Lab 0.900 mg/cm2

Total Assays Reported 194

Agreement #	Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result
55432	0001	Exterior	1	2	Wall	Stucco	Good	-0.567 K	0.329 L	0	UNLM	Neg
55433	0001	Exterior	1	2	Shutter	Wood	Good	0.078 K	0.131 L	0	UNLM	Neg
55434	0001	Exterior	1	2	Window Frame	Wood	Good	0.274 K	0.432 L	0	UNLM	Neg
55435	0001	Exterior	1	2	Window Sill	Wood	Good	0.088 K	0.634 L	0	UNLM	Neg
55436	0001	Exterior	1	3	Wall	Stucco	Good	0.220 K	-0.012 L	0	UNLM	Neg
55437	0001	Exterior	1	3	Downspout	Metal	Good	0.269 K	0.439 L	0	UNLM	Neg
55438	0001	Exterior	1	3	Shutter	Wood	Good	0.043 K	0.047 L	0	UNLM	Neg
55439	0001	Exterior	1	3	Window Frame	Wood	Good	0.183 K	0.235 L	0	UNLM	Neg
55440	0001	Exterior	1	3	Window Sill	Wood	Poor	0.061 K	-0.366 L	0	UNLM	Neg
55441	0001	Exterior	1	4	Wall	Stucco	Good	0.270 K	0.482 L	0	UNLM	Neg
55442	0001	Exterior	1	4	Shutter	Wood	Good	0.359 K	0.884 L	0	UNLM	Neg
55443	0001	Exterior	1	4	Door	Wood	Good	0.052 K	0.156 L	0	UNLM	Neg
55444	0001	Exterior	1	4	Shutter	Wood	Good	0.249 K	-0.190 L	0	UNLM	Neg
55445	0001	Exterior	1	4	Downspout	Metal	Good	0.308 K	0.250 L	0	UNLM	Neg
55446	0001	Lobby	1	1	Wall	Sheetrk	Good	0.251 K	0.398 L	0	UNLM	Neg
55447	0001	Lobby	1	1	Door	Wood	Good	-0.946 K	0.403 L	0	UNLM	Neg
<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 5px;"> <div style="border: 1px solid black; border-radius: 50%; width: 15px; height: 15px; display: flex; align-items: center; justify-content: center; margin: 2px;">             CAO           </div> <div style="border: 1px solid black; border-radius: 50%; width: 15px; height: 15px; display: flex; align-items: center; justify-content: center; margin: 2px;">             RISK           </div> </div>	0001	Lobby	1	1	Door Jamb	Wood	Good	0.001 K	-0.111 L	0	UNLM	Neg
	0001	Lobby	1	2	Wall	Sheetrk	Good	-0.006 K	0.112 L	0	UNLM	Neg
	0001	Lobby	1	3	Wall	Sheetrk	Good	-0.109 K	-0.054 L	0	UNLM	Neg
	0001	Lobby	1	3	Door Jamb	Wood	Good	-0.089 K	-0.112 L	0	UNLM	Neg

Exhibit A



Benchmark

# Preliminary XRF

Customer: City of Monterey-Public Works  
353 Camino El Estero  
Monterey, CA 93940

Project Name: 399 Madison Street  
Monterey, CA 93940

Site Name: Int./Ext.

Action Level 0.900 mg/cm2

Lab 0.900 mg/cm2

Total Assays Reported

194

Assay #	Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result
55452	0001	Lobby	1	3	Door	Wood	Good	0.162 K	-0.150 L	0	UNLM	Neg
55453	0001	Lobby	1	4	Wall	Sheetrk	Good	0.216 K	0.230 L	0	UNLM	Neg
55454	0001	Break RM	1	1	Wall	Sheetrk	Good	0.388 K	0.234 L	0	UNLM	Neg
55455	0001	Break RM	1	1	Door Jamb	Wood	Good	0.149 K	-0.034 L	0	UNLM	Neg
55456	0001	Break RM	1	1	Door	Wood	Good	0.053 K	0.378 L	0	UNLM	Neg
55457	0001	Break RM	1	2	Cabinets	Wood	Good	0.246 K	-0.152 L	0	UNLM	Neg
55458	0001	Break RM	1	2	Paneling	Wood	Good	0.069 K	0.327 L	0	UNLM	Neg
55459	0001	Break RM	1	2	Countertop	Vinyl/Plastic	Good	0.103 K	0.333 L	0	UNLM	Neg
55460	0001	Break RM	1	3	Paneling	Wood	Good	0.036 K	0.131 L	0	UNLM	Neg
55461	0001	Break RM	1	4	Paneling	Wood	Good	0.101 K	-0.321 L	0	UNLM	Neg
55462	0001	Break RM	1	4	Door Jamb	Wood	Good	-0.068 K	0.783 L	0	UNLM	Neg
55463	0001	Break RM	1	4	Door	Wood	Good	-0.041 K	-0.110 L	0	UNLM	Neg
55464	0001	Break RM	1	4	Ceiling Molding	Wood	Good	0.263 K	-0.679 L	0	UNLM	Neg
55465	0001	Asst. City Atty	1	1	Door Jamb	Wood	Good	0.185 K	0.146 L	0	UNLM	Neg
55466	0001	Asst. City Atty	1	1	Door	Wood	Good	-0.061 K	0.062 L	0	UNLM	Neg
55467	0001	Asst. City Atty	1	1	Door Jamb	Wood	Good	-0.080 K	0.059 L	0	UNLM	Neg
55468	0001	Asst. City Atty	1	1	Ceiling Molding	Wood	Good	0.148 K	0.062 L	0	UNLM	Neg
55469	0001	Asst. City Atty	1	2	Window Frame	Wood	Good	-0.189 K	0.362 L	0	UNLM	Neg
55470	0001	Asst. City Atty	1	2	Window Frame	Wood	Good	-0.138 K	-0.224 L	0	UNLM	Neg
55471	0001	City Atty. RM	1	1	Paneling	Wood	Good	0.041 K	0.191 L	0	UNLM	Neg

CAO  
RISK

Exhibit A

# Preliminary XRF

Customer: City of Monterey-Public Works  
 353 Camino El Estero  
 Monterey, CA 93940

Project Name: 399 Madison Street  
 Monterey, CA 93940

Site Name: Int./Ext.

Action Level 0.900 mg/cm2 Lab 0.900 mg/cm2

Total Assays Reported 194

Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result	
05472	0001	City Atty. RM	1	1	Door Jamb	Wood	Good	0.026 K	0.209 L	0	UNLM	Neg
05473	0001	City Atty. RM	1	1	Baseboard	Vinyl/Plastic	Good	0.491 K	0.134 L	0	UNLM	Incl
05474	0001	City Atty. RM	1	1	Door Jamb	Wood	Good	-0.100 K	0.235 L	0	UNLM	Neg
05475	0001	City Atty. RM	1	1	Door	Wood	Good	0.210 K	-0.035 L	0	UNLM	Neg
05476	0001	City Atty. RM	1	2	Paneling	Wood	Good	0.108 K	0.123 L	0	UNLM	Neg
05477	0001	City Atty. RM	1	3	Paneling	Wood	Good	0.003 K	-0.021 L	0	UNLM	Neg
05478	0001	City Atty. RM	1	4	Paneling	Wood	Good	-0.327 K	0.084 L	0	UNLM	Neg
05479	0001	City Atty. RM	1	4	Window Frame	Wood	Good	0.159 K	-0.031 L	0	UNLM	Neg
05480	0001	Calibration	*	*	*	*	*	0.000 X	0.000 X	0	ID	
05481	0001	Calibration	*	*	*	*	*	1.244 K	0.905 L	0	TEST	Pos
05482	0001	Calibration	*	*	*	*	*	1.156 K	1.106 L	0	TEST	Pos
05483	0001	Calibration	*	*	*	*	*	1.209 K	1.031 L	0	TEST	Pos
05484	0001	Calibration	*	*	*	*	*	1.103 K	0.969 L	0	TEST	Pos
05485	0001	Calibration	*	*	*	*	*	1.244 K	1.068 L	0	TEST	Pos

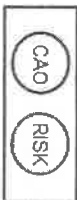




Exhibit A


## APPENDIX B – CERTIFICATIONS/LEAD HAZARD EVALUATION REPORT



**State of California Department of Health Services**

<b>Lead-Related Construction Certificate</b>	<b>Certificate Type</b>	<b>Expiration Date</b>
	<b>Inspector/Assessor</b>	<b>10/18/2007</b>

**Dale S. Seiber**  **ID # 10529**



### LEAD HAZARD EVALUATION REPORT

507-1116

**Section 1 — Date of Lead Hazard Evaluation** September 18<sup>th</sup> 2007

**Section 2 — Type of Lead Hazard Evaluation (Check one box only)**  
 Lead Inspection     Risk assessment     Clearance Inspection     Other (specify) \_\_\_\_\_

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

Address [number, street, apartment (if applicable)] <u>399 Madison ST.</u>		City <u>Monterey</u>	County <u>Monterey</u>	Zip Code <u>93940</u>
Construction date (year) of structure <u>1997?</u>	Type of structure (check one box only)			
	<input type="checkbox"/> Multi-unit building	<input type="checkbox"/> School or daycare	<input type="checkbox"/> Single family dwelling	
	<input checked="" type="checkbox"/> Other (specify) <u>Modular/ Portable Building</u>			

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

Name <u>Robert Sitzman</u> <u>City of Monterey</u>		Telephone number <u>831-646-3997</u>		
Address [number, street, apartment (if applicable)]	City	State	Zip Code	

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

- No lead-based paint detected.     Lead-based paint detected.  
 No lead hazards detected.     Lead hazards detected.

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

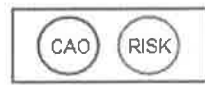
Name <u>Dale Scott Seiber</u>		Telephone number <u>800-988-7424</u>		
Address [number, street, apartment (if applicable)] <u>3732 Charter Park Dr Ste. A</u>	City <u>San Jose</u>	State <u>CA</u>	Zip Code <u>95136</u>	
CDPH certification number <u>10529</u>	Signature <u>Dale Seiber</u>		Date <u>10/1/07</u>	
Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)				
<u>MAP 4</u>	<u>M1433</u>	<u>M1365</u>		

**Section 7 — Attachments**

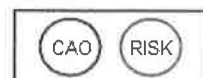
- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;  
 B. Each testing method, device, and sampling procedure used;  
 C. All data collected, including quality control data, laboratory results, including laboratory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

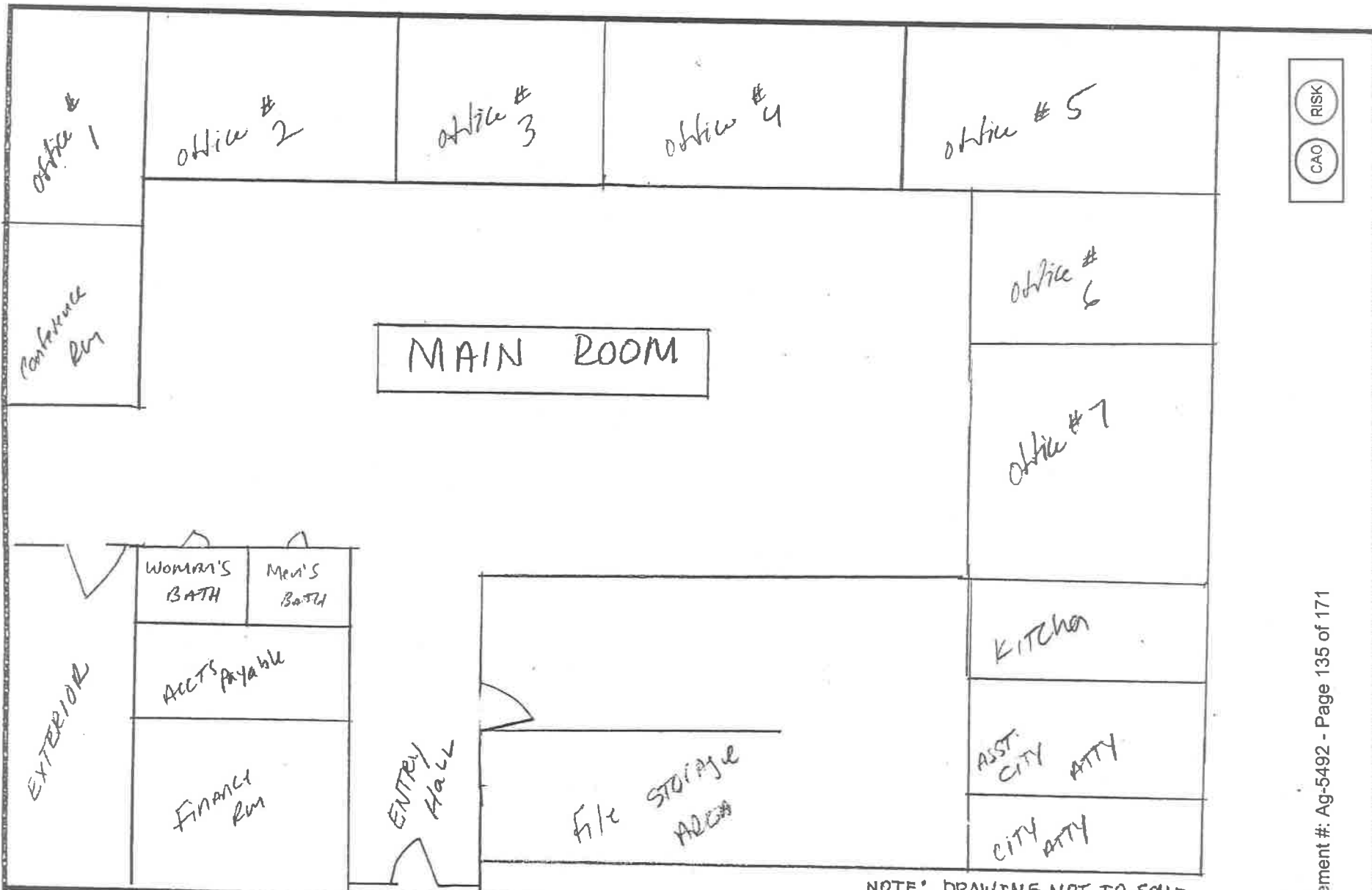
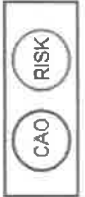
First copy and attachments retained by inspector  
 Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:  
 California Department of Public Health  
 Childhood Lead Poisoning Prevention Branch Reports  
 850 Marina Bay Parkway, Building P, Third Floor  
 Richmond, CA 94804-6403  
 Fax: (510) 620-5656



## APPENDIX C – FIELD LOCATION DRAWING





NOTE: DRAWING NOT TO SCALE

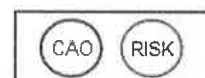


Property Inspections - Environmental Engineering  
 Specilized Training - Contract Management  
 3732 - A Charter Park Drive  
 San Jose, CA 951366  
 Phone: (408) 448-7594 - Fax: (408) 448-3849

PROJECT NAME:  
 399 Madison ST  
 Monterey, CA

DRAFT PERSON:	DATE:	DWG No.
PROJECT No. E07-1116		

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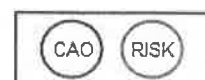




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**APPENDIX C: BUILDING PERMIT APPLICATION**





City of Monterey
Building Permit Application

1# \_\_\_\_\_ Exhibit A

Date: 2/26/2016

Project Address: 399 MADISON ST.

Applicant/Contact: ELVIE CAMACHO
Name

MONTEREY, CA
Phone (831) 760-2275

Description of Work: DEMOLITION, REMOVAL AND RECYCLE
MODULAR BUILDING

Valuation of Project: \$ \_\_\_\_\_

Planning section with questions: Addition of square footage, Any exterior work, new or replacement? Did you obtain a Planning Permit? Is your property designated Historic? Is your property in the Coastal Zone?

Building section with questions: Any addition or changes in water, plumbing fixtures? Commercial/TAMC Current Use: Proposed Use:

Storm Water section with questions: Land/soil disturbance is a part of construction? Land/soil disturbance = 500 SF or 50 cubic yards, or more? Replace or add 2,500 SF or more of "Impervious" surface? Size of Project: Less than one acre, or, One acre, or greater?

Landscape/Water Conservation section with question: New or rehabilitated landscape of 2,500 SF or more? (Rehabilitated Landscape: Any re-landscaping project that requires a permit, plan check, or design review, meets the applicability requirements of the Water Efficient Landscape Ordinance, and the modified landscape area is equal to or greater than 2,500 square feet, is 50% of the total landscape area, and the modifications are complete within one year.)

Other Regulatory Permits section with question: Aware of other Regulatory Permits needed for construction? Such as: Coastal Development Permit, Construction General Permit, Clean Water Act Section 10, 404, 401, Waste Discharge Requirements, CA Fish/Wildlife Code Section 1600, Other (Identify) DEMOLITION PERMIT - MBUAPGD

Declaration Regarding Storm Water Pollution Prevention

I acknowledge the receipt of Best Management Practices (BMPs) Plan Sheet and that I will follow all BMPs for storm water pollution prevention during construction that are applicable to project. In addition:

- All by-products of construction such as trash, debris, dust, and liquids shall be properly managed and disposed of and may not be discharged to the street or storm drain system;
Any permits directly associated with grading, excavation, cut or fill activity shall be obtained prior to commencing activities.
I shall implement BMPs regardless of weather conditions, and shall inspect BMPs regularly, including prior to and after storm events. Applicant shall maintain BMPs in good repair at all times.

Agreement #: Ag-5492 - Page 139 of 171



**Declaration Regarding the Presence of Asbestos**

I have contacted the Monterey Bay Unified Air Pollution Control District (MBUAPCD) at 831.647.9411 to determine if the Federal Asbestos NESHAP is applicable to this project, and (check one):  
 I am attaching a copy of the written notification to MBUAPCD for my project as required by the Federal Asbestos NESHAP regulation in 40 CFR Part 61.15(b); or  
 My project is not subject to the Federal Asbestos NESHAP regulation in 40 CFR Part 61.145.

**Declaration Regarding the Presence of Hazardous Materials**

I have tested the building materials I intend to disturb during this renovation project for hazardous substances and any hazardous materials identified will be removed by individuals or firms certified to handle and dispose of those materials (check and complete as applicable).  
 List of hazardous materials to be removed include:

NONE

The Monterey Bay Unified Air Pollution Control District (MPUAPCD) may be contacted at 831.647.9411 for assistance in determining whether your project is subject to Federal and Local asbestos regulations.

I understand that it is unlawful to place any hazardous materials, including asbestos containing materials, into any Monterey City Disposal Service, Inc. drop box.

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. I understand that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of any permit issued to me".

**Expiration of Plan Review**

Applications for which no permit is issued within 180 days following the date of the application shall expire, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing that circumstances beyond control of the applicant have prevented action from being taken and the extension has been submitted in writing prior to the expiration date.

[Signature]  
Applicant signature

Elvie Camacho  
Print name

**For City Office Use Only**

Nearest Water Bodies and Distance \_\_\_\_\_

Project Threat to Water Quality based on: (1) the amount of sediment that may potentially become discharged; and (2) the risk that discharges pose to a receiving water:

Required # Storm Water BMP Inspections: 0 insp.  N/A  Low  High (including ASBS sites)  
 1 or more  2 or more

Is ESCP applicable?  Yes\*, or  No

\*If YES, applicant required submit a project-specific Erosion and Sediment Control Plan (ESCP) or Stormwater Pollution Prevention Plan (SWPPP) for City review prior to permit issuance.

ESCP/SWPPP Plan Reviewer Name \_\_\_\_\_ Date \_\_\_\_\_  
Notes: \_\_\_\_\_

Is Landscape/Water Conservation Maximum Applied Water Allowance (MAWA) submittal applicable?  Yes\*\*, or  No

\*\*If YES, applicant required to submit a project-specific Water Efficient Landscape Worksheet and Plans to the Monterey Peninsula Water Management District for their Maximum Applied Water Allowance (MAWA) review and approval, and prior to City permit issuance.

Other Applicable Regulatory Permits ? (select all that apply, or, select "Not Applicable"):

- Coastal Development Permit, California Coastal Commission (CDP CCC),
- Construction General Permit, State Water Resource Control Board (CGP SWRCB),
- Clean Water Act Section 10, US Army Corps of Engineers (10 USACE),
- Clean Water Act Section 404, US Army Corps of Engineers (404 USACE),
- Clean Water Act Section 401, Regional Water Quality Control Board (401 RWQCB),
- Waste Discharge Requirements, Regional Water Quality Control Board (WDR RWQCB),
- CA Fish/Wildlife Code Section 1600 Lake/Streambed Alteration Agreement (1600 CDFW)
- Other (Identify) \_\_\_\_\_

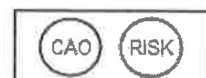
Not Applicable



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**APPENDIX D: MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT DEMOLITION PERMIT APPLICATION**



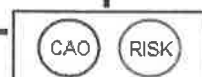
MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT  
 24580 SILVER CLOUD COURT, MONTEREY, CA 93940  
 (831)647-9411 Fax (831)647-1323

NOTIFICATION OF DEMOLITION AND RENOVATION			
1. TYPE OF NOTIFICATION: (Circle One): <u>Original</u> Revised      Cancelled			
2. FACILITY OWNER NAME: <u>CITY OF MONTEREY</u>			
Address: <u>399 MADISON STREET</u>			
City: <u>MONTERET</u>	State: <u>CA</u>	Zip: <u>93940</u>	
Contact: <u>Elvie Camacho</u>	Telephone: <u>(831) 760-2275</u>	Fax #: <u>(831)646-0962</u>	
3. CONTRACTOR: (CIRCLE ONE)      GENERAL      DEMO      ASBESTOS			
Address:			
City:	State:	Zip:	
Contact:	Telephone:	Fax #:	
CONTRACTOR: (CIRCLE ONE)      GENERAL      DEMO      ASBESTOS			
Address:			
City:	State:	Zip:	
Contact:	Telephone:	Fax #:	
4. ASBESTOS REMOVAL DATES      Start:      Complete:			
DEMOLITION DATES      Start:      Complete:			
5. TYPE OF OPERATION (Circle One):      Demo      Ordered Demo      Renovation      Emer. Renovation			
6. FACILITY NAME:			
Address:			
City:	State:	Zip:	
Site Description:	Present Use:	Prior Use:	
Total No. of Buildings:	No. of Floors:	Age in Years:	
Square Footage for each Building:			
7. IS ASBESTOS PRESENT (Circle One):      Yes      No			
8. PROCEDURE USED TO DETECT THE PRESENCE OR ABSENCE OF ASBESTOS MATERIAL: (Circle One) PLM or ASSUMED (INCLUDE COPY OF ANALYTICAL REPORT IF APPLICABLE) Inspected by:			
9. QUANTITY OF ASBESTOS:	RACM TO BE REMOVED	NON FRIABLE ACM TO BE REMOVED	
		Category I ACM	Category II ACM
Pipes (linear ft.)	0		
Surface Area (square ft.)	0		
Vol. RACM off Facility Component (cubic ft.)	0		
10. TOTAL INVESTIGATION FEE AMOUNT (from Schedule of Fees to be billed): \$			
FOR OFFICIAL USE ONLY			
Postmark	Date Received	Fee Paid	Notification #



NOTIFICATION OF DEMOLITION AND RENOVATION (Continued)

11. DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK, INCLUDING METHOD(S) TO BE USED:		
12. DESCRIPTION OF ASBESTOS MATERIALS:		
13. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO PREVENT EMISSIONS OF ASBESTOS AND /OR DUST AT THE DEMOLITION OR RENOVATION SITE:		
14. WASTE TRANSPORTER NAME:		
Address:		
City:	State:	Zip:
Contact Person:		
15. WASTE DISPOSAL SITE NAME:		
Location:		
City:	State:	Zip:
Telephone:		
16. FOR ORDERED DEMOLITIONS:		
Agency Name:		
Contact Name:	Title:	
Date of Order:	Date Ordered to Begin:	
17. FOR EMERGENCY RENOVATIONS		
Date and Hour of Emergency:		
Description of the Sudden, Unexpected Event:		
Explanation of how the event caused unsafe conditions or would cause equipment damage or unreasonable financial burden:		
18. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED ASBESTOS IS FOUND OR PREVIOUSLY NONFRIABLE ASBESTOS MATERIAL BECOMES FRIABLE:		
19. I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT.		
20. I CERTIFY THAT AN INDIVIDUAL TRAINED IN THE PROVISIONS OF THIS REGULATION (40 CFR PART 61, SUBPART M) WILL BE ON-SITE DURING THE DEMOLITION OR RENOVATION INVOLVING RACM AND EVIDENCE THAT THE REQUIRED TRAINING HAS BEEN ACCOMPLISHED BY THIS PERSON WILL BE AVAILABLE FOR INSPECTION DURING NORMAL BUSINESS HOURS:		





**MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT  
NESHAP FEE WORKSHEET**

*This fee schedule is valid from 7-1-2015 through 6-30-2016. Please call for a new fee schedule worksheet which is updated annually.*

**DEMOLITION FEES**

Number of Independent Structures 1 x \$371 or each independent structure  
(Including where no asbestos is present)

\$ 371 Total demolition fee

**ASBESTOS REMOVAL FEES**

Quantity of Regulated Asbestos

- (circle only one)    \$644 -----    Between 160 and 999 square ft., AND/OR,  
Between 260 and 499 linear ft.  
35 cubic ft. or greater of RACM debris
- \$831 -----    Between 1000 and 1499 square ft., AND/OR,  
Between 500 and 749 linear ft.
- \$1,016 -----    Between 1500 and 1999 square ft., AND/OR,  
Between 750 and 999 linear ft.
- \$1,197 -----    Between 2000 and 4000 square ft., AND/OR,  
Between 1000 and 2000 linear ft.
- \$1,371 -----    Greater than 4000 square ft., AND/OR,  
Greater than 2000 linear ft.

\*\*\*Projects for public schools (K-12 grades) are exempt from the payment of fees\*\*\*

**TOTAL PROJECT FEES**

*Demolition fees and asbestos removal fees are added together to determine the project fees*

Demolition Fee \$ 371, plus

Asbestos Fee \$ 0

Total Project Fee \$ 371

Please submit this worksheet with your notification. The District will send you a billing statement. Complete the billing details below.

**BILL DEMO FEES TO:**     Owner  
                                   Demo Contractor  
                                   Asbestos Contractor

**BILL ASBESTOS FEES TO:**     Owner  
   Demo Contractor  
   Asbestos Contractor

BILL TO OTHER: \_\_\_\_\_



## 1. Billing Statement

After determination of the appropriate fee(s), the District shall generate a billing statement for the Asbestos NESHAP fee(s) and transmit it to the appropriate party. This Asbestos NESHAP bill shall be due and payable 30 days after the statement is issued by the District. In the event that all or part of the fee prescribed in the statement is not paid in accordance with these provisions within this 30-day period, the provisions of Section 5.1 of Rule 306 shall apply.

## 2. Asbestos NESHAP Fee Penalties

If any fee payment required pursuant to Part 3 of Rule 306 is not submitted within 30 days of the issuance date of the District's billing statement, it shall be considered delinquent, and penalties for the delinquency shall be imposed as set forth below.

For purposes of this Part any fee payment shall be considered to be timely if it is postmarked on or before the 30th day following the statement issuance date. If the 30th day falls on a Saturday, Sunday, or holiday, the fee payment may be postmarked on the next business day with the same effect as if it had been postmarked on the 30th day.

If no fee payment is submitted within the time prescribed by Section 5.1.1 of Rule 306, a delinquency penalty of 50 percent of the amount of the billed fee, to a maximum of \$5,000, shall be added to the amount of the fee due, and the appropriate party shall thereupon be notified by mail of the increased fee.

If a fee payment is timely paid, but the tendered amount is less than the amount due, the payment shall not be accepted, and the time for proper payment continues to run.

If a fee payment is delinquent and the fee plus the delinquency penalty is not received within 30 days of the District's notification pursuant to Section 5.1.2 of Rule 306, the delinquency penalty shall be increased to 75 percent of the original amount due, to a maximum of \$7,500, and the appropriate party shall thereupon be notified by mail of the increased fee.

If, in the case of a failure to pay Asbestos NESHAP fees required pursuant to Part 3, the delinquent fee plus penalties assessed pursuant to Section 5.1.4 of Rule 306 are not submitted within 30 days of the date of the District's notification, the appropriate party shall be considered to be in default of its Asbestos NESHAP fee obligation and in violation of this Rule. This fee plus penalties constitutes a legal obligation owing to the District for work done in furtherance of the project for which notification was issued to the District, and may be recovered in any appropriate civil action.

## 3. Extension of Payment Period by the APCO

The 30-day payment period for fee payment required pursuant to Part 3 of Rule 306 may be extended for extraordinary circumstances at the discretion of the Air Pollution Control Officer (APCO). The adequacy of cause to extend the period shall be decided on a case-by-case basis by the APCO.

## 4. Waiver of Penalty by the APCO

The penalty for fee delinquency may be waived for extraordinary circumstances at the discretion of the APCO, provided that there have been no prior delinquencies. The adequacy of cause to waive the penalty shall be decided on a case-by-case basis by the APCO.

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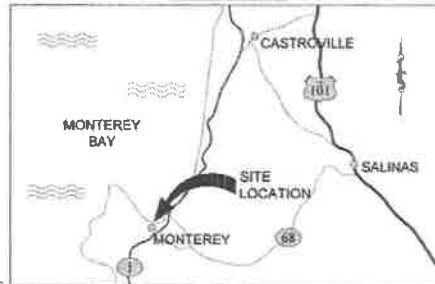
# DEMOLITION /DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDING AT 399 MADISON STREET

FOR USE IN CONJUNCTION WITH THE SPECIFICATIONS FOR DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING  
OF MODULAR BUILDING LOCATED AT 399 MADISON STREET, MONTEREY CALIFORNIA 93940

**GENERAL NOTES**

1. THE EXISTING FACILITIES INDICATED ON THESE PLANS ARE DESIGNATED AS CLOSELY AS POSSIBLE TO REPRESENT EXISTING CONDITIONS. HOWEVER THE CONTRACTOR SHALL VERIFY ELEVATIONS AND DIMENSIONS OF EXISTING FACILITIES TO BE JOINED AND/OR MATCHED PRIOR TO BEGINNING OF WORK.
2. ALL WORK AND MATERIALS SHALL CONFORM TO, AND BE IN ACCORDANCE WITH, THE APPLICABLE PROVISIONS OF THE CITY OF MONTEREY, STANDARD SPECIFICATIONS, ADOPTED CODES, THE SET PLANS, AND THE CONTRACT SPECIFICATIONS.
3. IN THE EVENT OF ANY CONFLICT OF INFORMATION SHOWN ON THE PLANS AND THE SPECIFICATIONS, ANY CONFLICT BETWEEN THE PLAN AND THE INTENT FOR A CONSISTENT AND FUNCTIONAL FACILITY, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING, UPON WHICH TIME THE ENGINEER SHALL RESOLVE THE CONFLICT. THE CONTRACTOR SHALL BEAR FULL COST AND RESPONSIBILITY FOR WORK AFFECTED BY SUCH UNRESOLVED CONFLICTS AND PERFORMED BY THE CONTRACTOR PRIOR TO THE RESOLUTION BY THE ENGINEER.
4. THE CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING TREES, LANDSCAPE, UTILITIES AND/OR SURFACE IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, AND SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE THERE TO.
5. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT FINISHED AREAS OF THE PROJECT ARE PROTECTED FROM ANY DAMAGE, WHICH MAY RESULT FROM ADJACENT AREAS STILL UNDER CONSTRUCTION.
6. ALL WORK SHALL BE SCHEDULED AND COORDINATED BY THE CONTRACTOR WITH THE CONSTRUCTION ACTIVITIES OF ANY OTHER CONTRACTOR(S) WORKING IN THE AREA.
7. THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS, INCLUDING THE SAFETY OF PERSONS AND PROPERTY, DURING CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY AND THE CITY EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE CITY EMPLOYEES.
8. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL MATERIALS, EQUIPMENT, LABOR AND INCIDENTALS FOR THE PROJECT EXCEPT AS SHOWN IN C BY OTHERS (NOT IN THE CONTRACT OR BY OTHERS) OR CITY FURNISHED MATERIAL.
9. ALL MATERIALS TO BE USED ON SITE SHALL BE SUBMITTED TO THE ENGINEER AND ALL SUBMITTALS SHALL BE APPROVED BY THE ENGINEER PRIOR TO THE MATERIALS ARRIVING ON SITE. ANY MATERIALS NOT APPROVED BY THE ENGINEER SHALL BE IMMEDIATELY REMOVED FROM THE JOB SITE.
10. CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH THE ENGINEER PRIOR TO THE EXECUTION OF WORK. NORMAL WORK SCHEDULE IS FROM 0800 - 1700 MONDAY THROUGH FRIDAY, EXCEPT FOR FEDERAL HOLIDAYS. WEEKENDS AFTER HOUR WORK IS PERMITTED SUBJECT TO THE APPROVAL OF THE ENGINEER.
11. DURING CONSTRUCTION THE CONTRACTOR SHALL ENSURE THAT ALL EXISTING FACILITIES, STRUCTURES, EQUIPMENT AND VEGETATION ARE PROTECTED. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES TO EXISTING STRUCTURES CREATED AS A RESULT OF THE EXECUTION OF THIS PROJECT, AND ALL REPAIRS SHALL BE EQUAL OR BETTER THAN EXISTING AND SUBJECT TO ACCEPTANCE OF THE ENGINEER.
12. THE ENGINEER MUST APPROVE ANY AND ALL MODIFICATIONS TO EXISTING PLANS PRIOR TO EXECUTION OF WORK.
13. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT WORK AREA DURING CONSTRUCTION. CONTRACTOR SHALL ENSURE THAT WORK AREA IS CLEAN AND SECURED AT THE END OF EACH DAY.

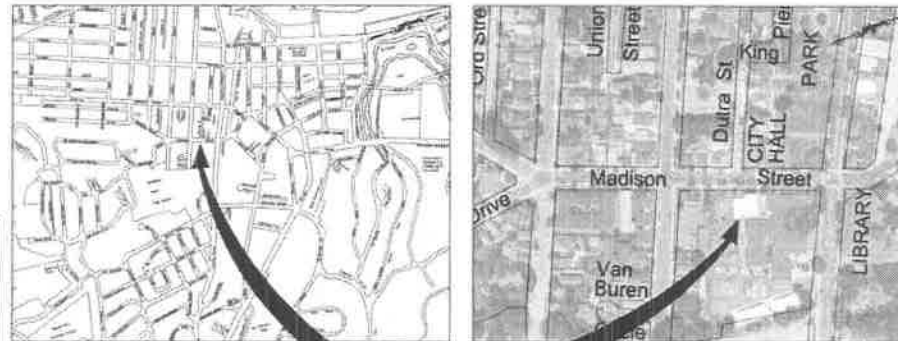
LOCATION MAP



SHEET INDEX

SHEET NO	DESCRIPTION
1	COVER SHEET
2	DEMOLITION PLAN
3	INTERIOR BUILDING PHOTOS
4	INTERIOR BUILDING PHOTOS
5	LANDSCAPING PLAN AND DETAILS

SITE MAP



**SITE INFORMATION**

APN: 001-512-018  
 SITUS ADDRESS: 600 PACIFIC ST.  
 PROJECT LOCATION: 389 MADISON ST.  
 MONTEREY, CA 93940  
 AREA: 3,850 S F  
 OWNER: CITY OF MONTEREY  
 CONTRACTOR: TBD.

APPROVED FOR CONSTRUCTION



CAO

RISK

**CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS**

500 PACIFIC STREET, MONTEREY, CA 93940  
TEL: 831 646 3821 WEBSITE: WWW.MONTEREY.ORG



REVISION	DATE	BY

**DEMOLITION/DISMANTLE AND REMOVAL FOR  
RECYCLING OF MODULAR BUILDING AT  
389 MADISON STREET (30c0817)**

COVER SHEET

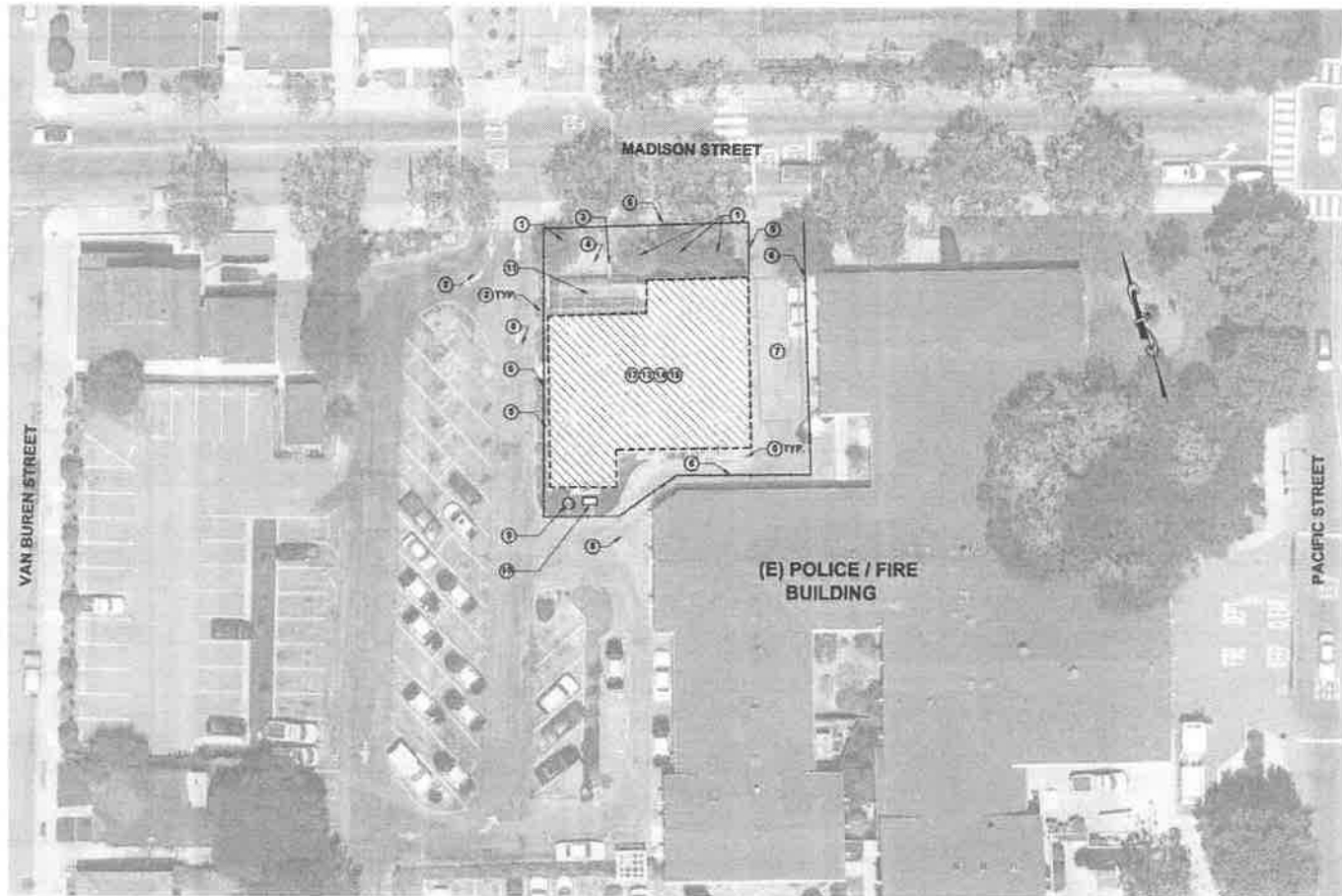


DATE	JAN
REV	MARCH 2018
SHEET	1
SHEET 1 OF 5	

Agreement # Ag-5192 P&P 1493f 1713

**DEMOLITION NOTES:**

- EXISTING TREES TO REMAIN. PROVIDE TREE PROTECTION MEASURES.
- SURROUNDING SHRUBS AND BUSHES TO REMAIN. ANY BUSHES IN CONFLICT WITH DEMOLITION CAN BE REMOVED, VERIFY WITH THE ENGINEER BEFORE UPROOTING.
- EXISTING LOW CONCRETE ( FENCE ) WALL TO REMAIN.
- EXISTING CONCRETE WALKWAYS TO REMAIN.
- EXISTING PERIMETER CONCRETE CURBS TO REMAIN.
- PROVIDE TEMPORARY 8' HIGH CHAIN-LINK FENCING WITH COLORED TARP OR VISQUEEN PRIOR TO DEMOLITION.
- LOADING / STAGING AREA.
- KEEP DRIVEWAYS CLEAR OF OBSTRUCTIONS ( EXCEPT DESIGNATED AS LOADING/STAGING AREA )
- EXISTING LIGHT POLE TO REMAIN, PROTECT DURING DEMOLITION.
- EXISTING ELECTRICAL DISTRIBUTION PANEL TO BE REMOVED.
- EXISTING WOOD TRELLIS, POSTS AND FOUNDATIONS TO REMAIN, PROTECT DURING DEMOLITION.
- DEMOLISH EXISTING MODULAR BUILDING PRIOR TO DEMOLITION OF THE STRUCTURE:
  - REMOVE ALL LIGHT TUBES AND BALLAST.
  - REMOVE AND RECYCLE FRON FROM ALL AIR CONDITIONING UNITS.
  - PROVIDE DUST CONTROL.
- DEMOLISH BUILDING. REMOVE ALL PIER BLOCKS, SLABS, FOUNDATIONS AND OTHER COMPONENTS OF THE MODULAR BUILDING INCLUDING ALL FURNITURE AND EQUIPMENT INSIDE THE BUILDING. SEE SHEETS 3 AND 4 OF THE PLANS FOR PHOTOS OF INSIDE THE BUILDING.
- DISCONNECT SEWER LINE AND WATER LINE. CAP AT LOCATION TO BE DETERMINED ON FIELD.
- LANDSCAPING BY OTHERS. SEE LANDSCAPING PLAN SHEET 5 OF 5.



**DEMOLITION SITE PLAN**  
SCALE: 1" = 20'-0"

CAO  
RISK

**CITY OF MONTEREY**  
**DEPARTMENT OF PLANS AND PUBLIC WORKS**  
580 PACIFIC STREET, MONTEREY, CA 93640  
TEL: 831.646.3621 WEBSITE: WWW.MONTEREY.ORG



DATE	REVISION

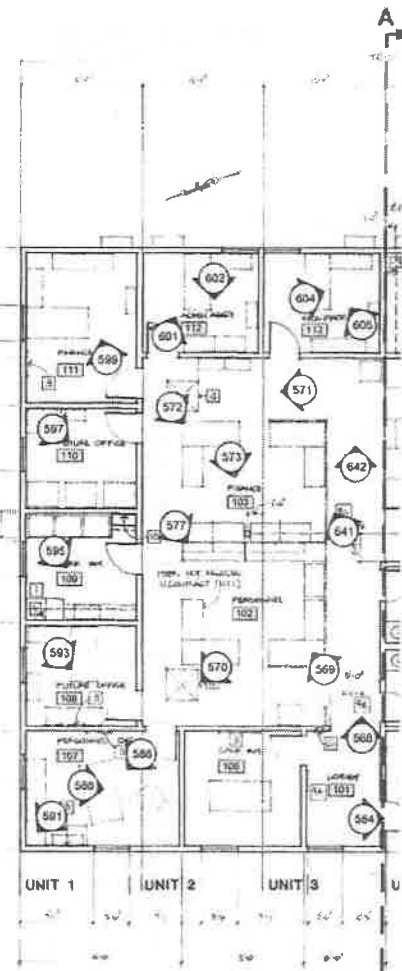
**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDINGS AT 390 MADISON STREET (30-0817)**

**DEMOLITION PLAN**

DATE	1/20
DATE	MARCH 2018
SHEET	2
SHEET 2 OF 8	



DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDINGS



MATCHLINE A-A  
SEE SHEET 4 OF 5



**LEGEND**  
 100 ROOM I.D.  
 600 PHOTO I.D.

**NOTES:**

- 1 REMOVAL AND DISPOSAL/RECYCLING OF ALL FURNITURE AND DEBRIS INSIDE THE BUILDING SHALL BE INCLUDED IN THIS WORK
- 2 MOLD WAS DETECTED ON WALLS AND FURNITURE INSIDE THE BUILDING SEE HAZMAT REPORT IN THE SPECIFICATIONS
- 3 LAYOUT SHOWN ON THE PLAN IS NOT REPRESENTATIVE OF EXISTING CONDITIONS ABOVE PHOTOS SHOW THE INSIDE OF THE BUILDING
- 4 A VIDEO SHOWING THE INSIDE OF THE BUILDING IS AVAILABLE UPON REQUEST FOR INFORMATION ONLY AND IS NOT PART OF THE BIDDING DOCUMENTS

**FLOOR PLAN (PHOTO KEY NOTE)**  
SCALE: NONE

MATCHLINE A-A  
SEE SHEET 4 OF 5

CAO  
RISK

**CITY OF MONTEREY**  
**DEPARTMENT OF PLANS AND PUBLIC WORKS**  
 580 PACIFIC STREET, MONTEREY, CA 93940  
 TEL: 831 646 3921 WEBSITE: WWW.MONTEREY.ORG



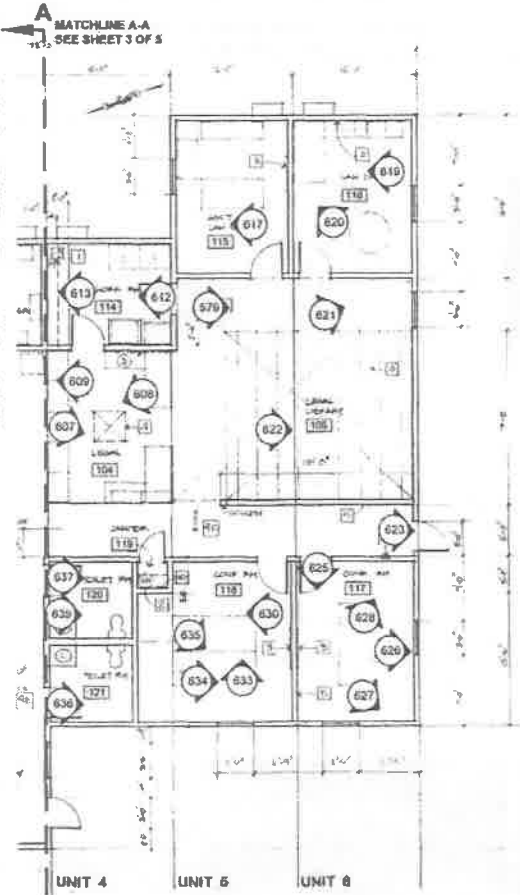
NO.	DATE	REVISION

**DEMOLITION/DISMANTLE AND REMOVAL FOR  
 RECYCLING OF MODULAR BUILDING AT 399  
 MADISON STREET (30C0817)**

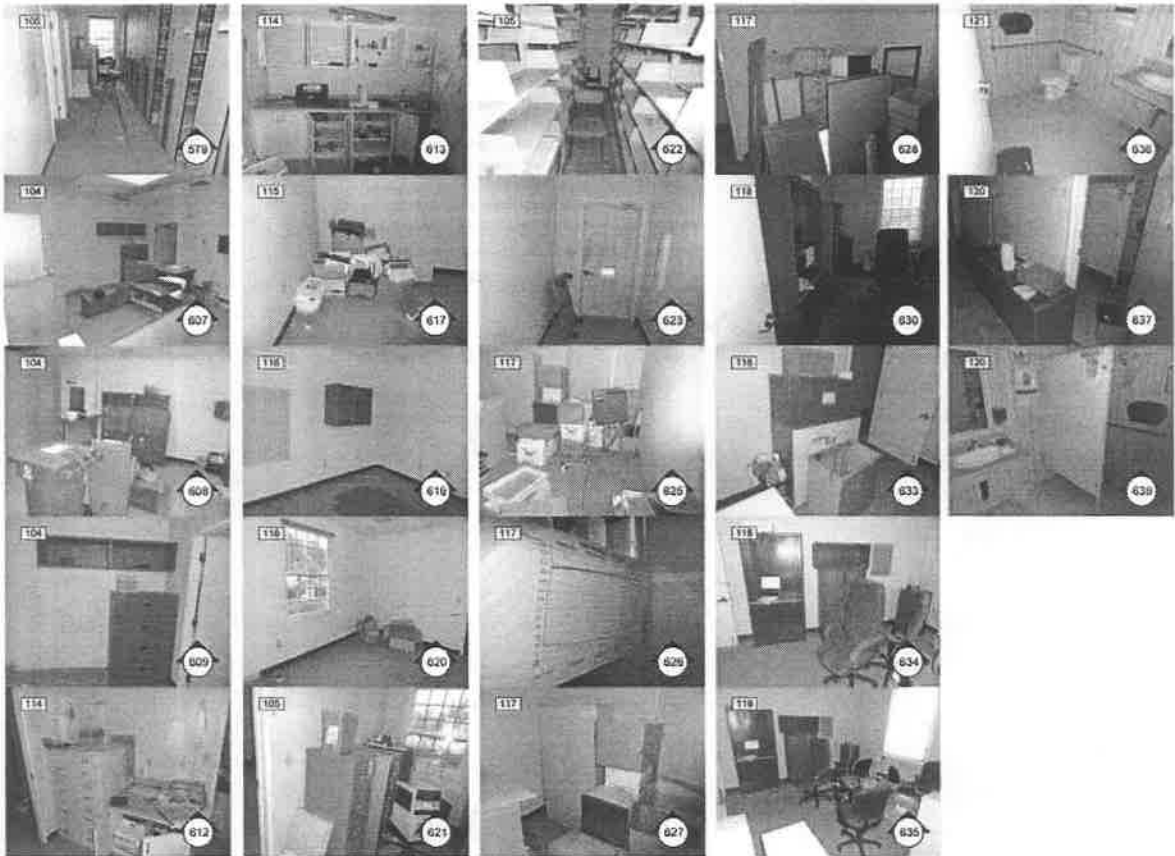
INTERIOR OF THE BUILDING PHOTOS

**811**  
 DATE: MARCH 20 2016  
 SHEET: 3  
 SHEET 3 OF 5

DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDING



**FLOOR PLAN (PHOTO KEY NOTE)**  
SCALE NONE



**LEGEND**

- 100 ROOM I.D
- 600 PHOTO I.D

**NOTES:**

- 1 REMOVAL AND DISPOSAL/RECYCLING OF ALL FURNITURE AND DEBRIS INSIDE THE BUILDING SHALL BE INCLUDED IN THIS WORK.
- 2 MOLD WAS DETECTED ON WALLS AND FURNITURE INSIDE THE BUILDING SEE HAZMAT REPORT IN THE SPECIFICATIONS.
- 3 LAYOUT SHOWN ON THE PLAN IS NOT REPRESENTATIVE OF EXISTING CONDITIONS ABOVE PHOTOS SHOW THE INSIDE OF THE BUILDING.
- 4 A VIDEO SHOWING THE INSIDE OF THE BUILDING IS AVAILABLE UPON REQUEST FOR INFORMATION ONLY AND IS NOT PART OF THE BIDDING DOCUMENTS.

CAO  
RISK

**CITY OF MONTEREY**  
**DEPARTMENT OF PLANS AND PUBLIC WORKS**  
580 PACIFIC STREET, MONTEREY, CA 93940  
TEL: 831.848.3021 WEBSITE: WWW.MONTEREY.ORG



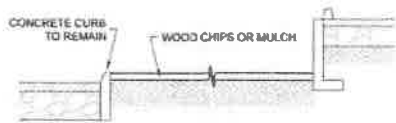
DESIGNED BY	DATE	REVISIONS
ENCAMARSA		
DRAWN BY		
APPROVED BY		
CHECKED BY		
DATE		

**DEMOLITION/DISMANTLE AND REMOVAL FOR  
RECYCLING OF MODULAR BUILDING AT  
388 MADISON STREET (30c0817)**  
  
**INTERIOR OF THE BUILDING PHOTOS**

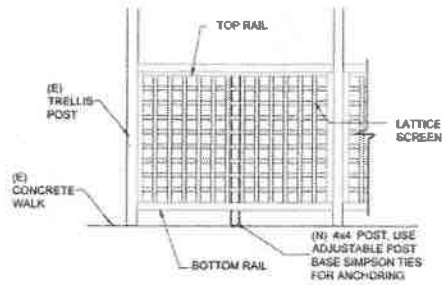
DATE	DATE
SCALE	SCALE
SHEET	SHEET
4	4
SHEET 4 OF 6	



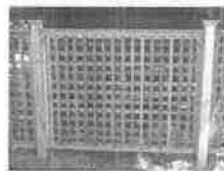
DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDING



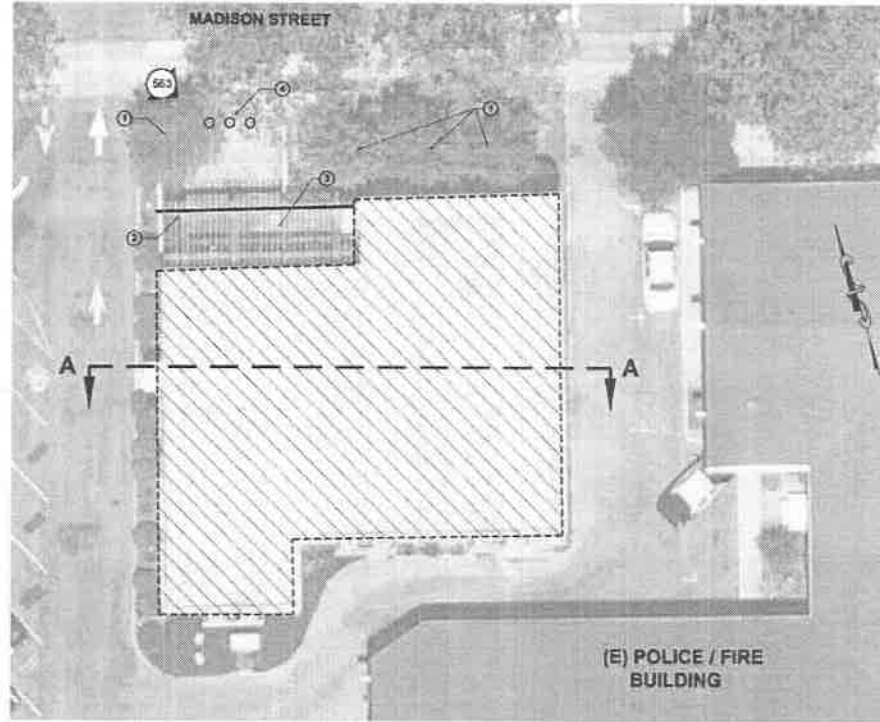
**SECTION A-A**  
SCALE: NONE



**LATTICE DETAIL**  
SCALE: NONE



**LATTICE EXAMPLE**  
SCALE: NONE



**LANDSCAPING PLAN**  
SCALE: 1" = 10'-0"

**LANDSCAPING NOTES (N/C)**

LANDSCAPING SHALL BE DONE BY CITY CREW AFTER DEMOLITION

- 1 EXISTING TREES AND BUSHES TO BE CLEANED AND PRUNED.
- 2 INSTALL REDWOOD 4" HIGH LATTICE SCREEN (SQUARE). LATTICE TO BE SUPPORTED WITH EXISTING POST AND NEW INTERMEDIATE POST. PAINT TO MATCH THE TRELLIS
- 3 EXISTING TRELLIS POST AND NEW LATTICE SCREEN TO BE PAINTED WITH TWO COATS OF WHITE PAINT.
- 4 INSTALL POTTED PLANTS.

CAO

RISK

**CITY OF MONTEREY**  
**DEPARTMENT OF PLANS AND PUBLIC WORKS**

580 PACIFIC STREET, MONTEREY, CA 93940  
TEL: 831.646.3921 WEBSITE: WWW.MONTEREY.ORG



DESIGNED BY	NO.	DATE	REVISION
ERIC ROBERTS			
PROJECT			
DATE			
SCALE			

**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDING AT 399 MADISON STREET (30C0617)**

**LANDSCAPING PLANS AND DETAILS**



SCALE	1" = 10'-0"
DATE	MARCH 2019
SHEET	5
PROJECT	30C0617

DRAWN BY: J. ROBERTS, CHECKED BY: J. ROBERTS, DATE: 3/15/19, SCALE: 1" = 10'-0"





DEPARTMENT OF PLANS AND PUBLIC WORKS  
ENGINEERING DIVISION

DATE: March 17, 2016  
TO: All Plan Holders  
SUBJECT: Demolition/Dismantle and Removal for Recycling of Modular Building at 399 Madison Street  
(30C0817)– ADDENDUM No. 1  
Bid Opening Date: 2:00 p.m. March 29, 2016  
Sent Via: Web Posting on City of Monterey Ebidboard

**Bidder must acknowledge this addendum, and any subsequent addenda, in your bid on Part II, Page 5. Failure to list this addendum may result in a non-responsive bid.**

Plans and Specifications are amended as follows:


Bidders are invited to a non-mandatory pre-bid site visit on March 23, 2016 at 10:00 a.m. Access to the building shall be limited to bidders equipped with appropriate respiratory protection (N-95 or higher respirators). Bidders must submit a fully executed waiver form, attached as Attachment 1, to the Engineer at the site visit before entry to the building.

**All other conditions of the Plans/Specifications/Request for Proposal remain the same.**

**Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., March 29, 2016.**

All questions must be directed to the Project Manager, Elvie Camacho, Senior Engineer, by emailing [engineering-admin@monterey.org](mailto:engineering-admin@monterey.org). The project name must be referenced in all communication.

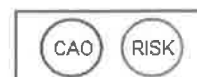
Sincerely,

  
Elvie Camacho, P.E., QSD  
Senior Engineer

Enclosures: Attachment 1: Release of Liability Form

Cc: Finance Department  
City Engineer

Agreement #: Ag-5492 - Page 153 of 171





Please return to:

**MONTEREY PLANS AND PUBLIC WORKS DEPARTMENT**  
580 Pacific Street, Room 7  
Monterey, CA 93940

RELEASE OF LIABILITY FORM  
(READ BEFORE SIGNING)

In consideration of being allowed to participate in entering an abandoned building located at 399 Madison Street for the purpose of non mandatory pre bid inspection, and any related events and activities, I, \_\_\_\_\_, the undersigned, acknowledge, appreciate and agree that:

1. The analytical results of bioaerosol sampling conducted indicate an indoor fungal reservoir (mold) or amplification site is present inside the building shown on the hazardous material report, Appendix B of the Specifications. High concentration of mold may have toxic and dangerous health effects to persons exposed, All entrants shall be responsible to wear protective clothing and equipment, as a minimum entrants shall be equipped with appropriate respiratory protection (N-95 or higher respirators) , however the City does not warrant or guarantee that these protective measures will prevent entrants from exposure to such hazardous substances and cannot guarantee that entrants are at no risk of ill health effects by wearing the recommended protective clothing and equipment.

2. I understand and acknowledge that there is a risk of serious injury from the activities involved, including the potential for permanent injury and death, and while particular skills, equipment and personal discipline may reduce this risk, the risk of serious injury does exist; and,

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

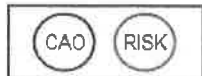
4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation immediately and,

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the City of Monterey, their employees, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessees of premises used for the activity ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY FORM AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

X \_\_\_\_\_ Date Signed: \_\_\_\_\_  
PARTICIPANT'S SIGNATURE

EMERGENCY PHONE #(s): \_\_\_\_\_  
Agreement #: Ag-5492 Page 154 of 171





DEPARTMENT OF PLANS AND PUBLIC WORKS  
ENGINEERING DIVISION

DATE: March 25, 2016  
TO: All Plan Holders  
SUBJECT: Demolition/Dismantle and Removal for Recycling of Modular Building at 399 Madison Street (30C0817)– ADDENDUM No. 2  
Bid Opening Date: 2:00 p.m. March 29, 2016  
Sent Via: Web Posting on City of Monterey Ebidboard

**Bidder must acknowledge this addendum, and any subsequent addenda, in your bid on Part II, Page 5. Failure to list this addendum may result in a non-responsive bid.**

Plans and Specifications are amended as follows:

1. **Plans, Sheet 2 of 5**, are replaced with the attached revised Sheet 2. Revisions include changes in staging and loading areas.
2. **Specifications, Part 1 Page 1, Part II, Page 2 and Part IV, Page 8** are changed to replace 8' high chain link fence with a 6' high chain link fence.
3. Following are questions and answers from the non mandatory pre-bid meeting:

Q. Are notes on Sheet 5 of the plans included in this contract?

A. Sheet 5 of the Plans, "Landscaping" shall be done by others and not included in this contract.

Q. Will the City be responsible for cutting electric, gas and telecommunications?

A. Electric and telecommunications are disconnected and there is no gas line for the building.

Q. Please confirm we can use the west alley and take up to four parking spaces during demolition?

A. See attached revised Sheet 2 of the Plans.

Q. Please confirm your plumber will take care of locating and isolating water as well as a metered service we can utilize for dust control?

A. Water service to 399 Madison has been capped. Contractor may use the hose bib located in front of the Police Building along Madison Street (about 30' away) from the jobsite.



**All other conditions of the Plans/Specifications/Request for Proposal remain the same.  
Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., March 29, 2016.**

All questions must be directed to the Project Manager, Elvie Camacho, Senior Engineer, by emailing [engineering-admin@monterey.org](mailto:engineering-admin@monterey.org). The project name must be referenced in all communication.

Sincerely,



Steve Wittry, P.E.  
City Engineer

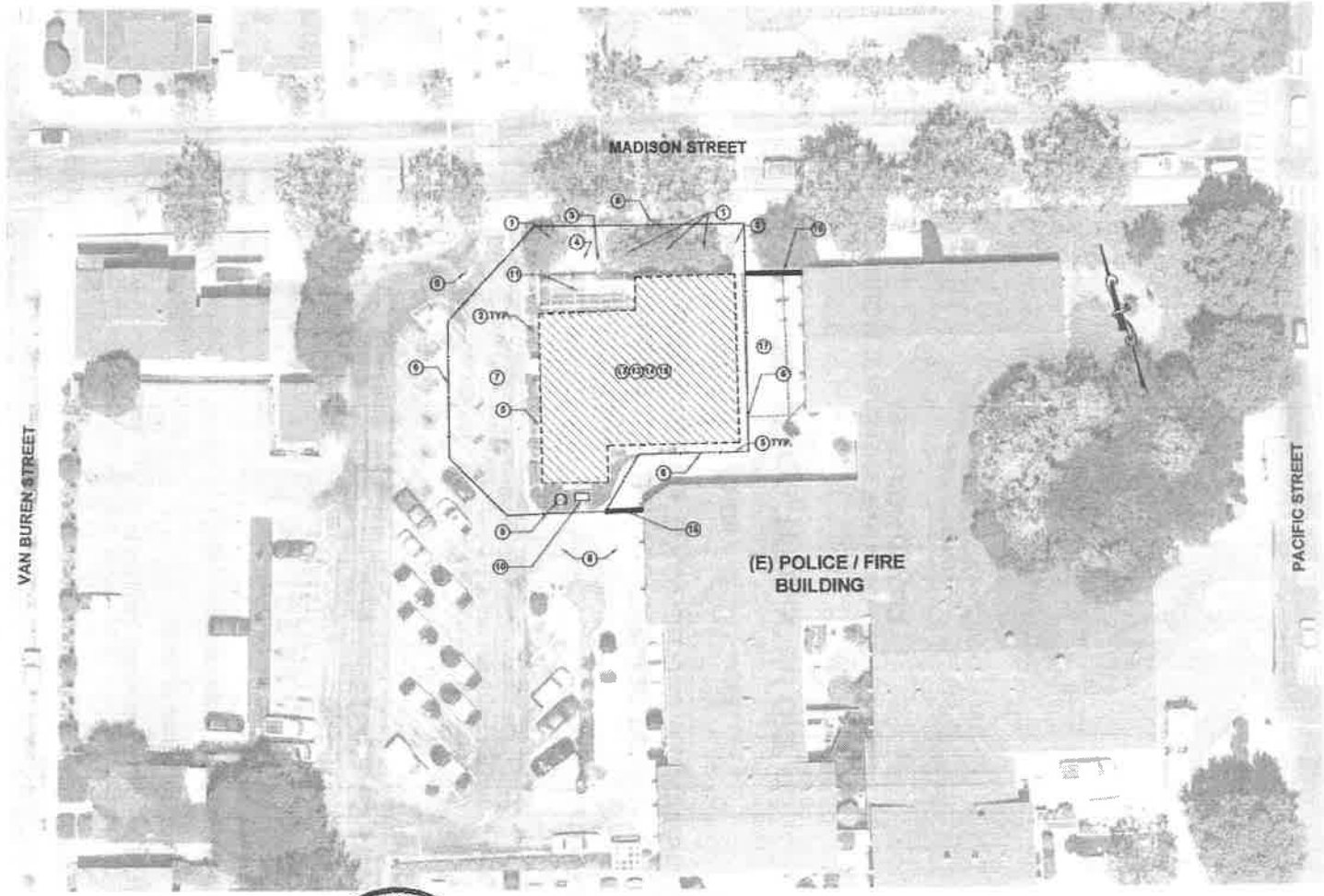
Enclosures: Attachment 1: Revised Sheet 2 of the Plans

Cc: Finance Department  
Elvie Camacho, P.E., Senior Engineer

Agreement

**DEMOLITION NOTES:**

- 1 EXISTING TREES TO REMAIN. PROVIDE TREE PROTECTION MEASURING
- 2 SURROUNDING SHRUBS AND BUSHES TO REMAIN. ANY BUSHES IN CONFLICT WITH DEMOLITION CAN BE REMOVED. VERIFY WITH THE ENGINEER BEFORE CROPPING.
- 3 EXISTING LOW CONCRETE ( PLYCE ) WALL TO REMAIN.
- 4 EXISTING CONCRETE WALKWAYS TO BE REMAIN.
- 5 EXISTING PERIMETER CONCRETE CURBS TO REMAIN.
- 6 PROVIDE TEMPORARY 6' HIGH CHAIN-LINK FENCING WITH COLORED TARP OR VISQUEEN PRIOR TO DEMOLITION.
- 7 LOADING STAGING AREA
- 8 KEEP DRIVEWAYS CLEAR OF OBSTRUCTIONS ( EXCEPT DESIGNATED AS LOADING/STAGING AREA )
- 9 EXISTING LIGHT POLE TO REMAIN, PROTECT DURING DEMOLITION
- 10 EXISTING ELECTRICAL DISTRIBUTION PANEL TO BE REMOVED.
- 11 EXISTING WOOD TRELLIS, POSTS AND FOUNDATIONS TO REMAIN, PROTECT DURING DEMOLITION
- 12 DEMOLISH EXISTING MODULAR BUILDING. PRIOR TO DEMOLITION OF THE STRUCTURE:
  - REMOVE ALL LIGHT TUBES AND BALLAST
  - REMOVE AND RECYCLE FREON FROM ALL AIR CONDITIONING UNITS
  - PROVIDE DUST CONTROL
- 13 DEMOLISH BUILDING, REMOVE ALL PIER BLOCKS, SLABS, FOUNDATIONS AND OTHER COMPONENTS OF THE MODULAR BUILDING INCLUDING ALL FURNITURE AND EQUIPMENT INSIDE THE BUILDING, SEE SHEETS 3 AND 4 OF THE PLANS FOR PHOTOS OF INSIDE THE BUILDING
- 14 DISCONNECT SEWER LINE AND CAP AT LOCATION TO BE DETERMINED ON FIELD.
- 15 LANDSCAPING BY OTHERS. SEE LANDSCAPING PLAN SHEET 5 OF 5
- 16 INSTALL BARRICADES DURING CONSTRUCTION HOURS. CONTRACTOR SHALL REMOVE BARRICADES AT THE END OF THE DAY TO ALLOW POLICE DEPARTMENT ACCESS TO THE DRIVEWAY.
- 17 CONTRACTOR MAY USE THIS AREA FOR STAGING AND LOADING DURING WORK HOURS, SEE NOTE 18 FOR CO



**DEMOLITION SITE PLAN**  
SCALE 1" = 40'-0"



**CITY OF MONTEREY**  
**ARTMENT OF PLANS AND PUBLIC WORKS**  
580 PACIFIC STREET, MONTEREY, CA 93940  
TEL: 831 646.3921 WEBSITE: WWW.MONTEREY.ORG

DESIGNED BY	NO	DATE	REVISION
BMC/evm			
Checked by			
M. Riser			
CREATED BY			
B. M. S.			
CHECKED BY			
J. M. M. (S. Long)			

**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDING AT 399 MADISON STREET (30c0917**

DEMOLITION PLAN

SCALE	1"=40'
DATE	MARCH 2016
SHEET	2
OF	3

**APPENDIX A: BID PROPOSAL FORMS**



CITY OF MONTEREY  
DEPARTMENT OF PLANS AND PUBLIC WORKS

**BID PROPOSAL COVER SHEET**

FOR

**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING A MODULAR BUILDING  
AT 399 MADISON STREET (30C0817)**

Submit the following items unbound:

ITEM

- 1. Bid Proposal Cover Sheet (this sheet)
- 2. Proposal and Bid Schedule
- 3. Declaration of Bidder
- 4. Acknowledgement of Addenda (if applicable)
- 5. Bidder's Statement of Qualifications
- 6. Sub-Contractor's List
- 7. Noncollusion Declaration
- 8. Debarment and Suspension Certification
- 9. Certification of Good-Faith Effort (Prime)
- 10. Certification of Workers' Compensation Insurance

INCLUDED

✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓

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

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By: ZL Construction Corp.  
Company Name

[Signature]  
Signature

3/29/16  
Date



**DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING OF MODULAR BUILDING AT  
399 MADISON STREET (30C0817)**

**CITY OF MONTEREY**

To the Honorable City Council  
City of Monterey  
City Hall  
Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans 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 Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

**BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	4,750	4,750
2	Environmental Protection Compliance	1	LS	3,500	3,500
3	Install Temporary Chainlink Fence with screen	1	LS	2,500	2,500
4	Demolish/Dismantle and Removal for Recycling of Building	1	LS	37,000	37,000
TOTAL BID (ITEMS 1 THROUGH 4) (In Words)					(In Figures)
<u>Forty seven thousand seven hundred and fifty</u>					\$47,750

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid on the Total Bid (Items 1 through 4).

**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. : 890327, Class: A, B, C-21, HA2, ASB Expiration date: 01/31/2017.

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

Contra Costa COUNTY, CALIFORNIA, ON March 29<sup>th</sup>, 2016.

Name of Firm: ZL Construction Corporation


Address: 1765 Arrell Rd, Walnut Creek, CA 94598

Telephone: (925) 465-6163

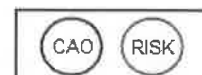
Email: office@zlccorp.com

(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

Tisza Lorincz, President  
Printed Name and Title





**ACKNOWLEDGEMENT OF ADDENDA**

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
1. <u>Addendum No. 1</u>	<u>3/18/2016</u>
2. <u>Addendum No. 2</u>	<u>3/25/2016</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____



**BIDDER'S STATEMENT OF QUALIFICATIONS**

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

Project Name	Owner Name	Address	Telephone Number/Email	Contact Name
Lar Rieu House Demolition	City of Walnut Creek	1666 North Main St, Walnut Creek, CA 94596	(925) 943-5899 challice@walnut-creek.org	Carolynne Challice
Demolition of Greenhouse Buildings Project	City of South San Francisco	400 Grand Ave, South San Francisco, CA 94080	(650) 877-8500 robert.hahn@ssf.net	Robert Hahn
Lead Removal and Demolition	Martinez Unified School District	921 Susana St, Martinez, CA 94553	(925) 671-7717 jon@rgmassociates.com	Jon Novero

**SUB-CONTRACTOR'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
Forrest Transportation Inc.	N/A		730 Tevis Trail, Hollister, CA 95023	Trucking





# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO }

On 4-12-2016 before me, KATY TAYLOR Notary Public,  
Date (here insert name)

personally appeared DAREN EISEMAN

\*\*\*\*\*

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

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

WITNESS my hand and official seal.

Signature: *[Handwritten Signature]* (Seal)



### OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_





American Contractors Indemnity Company  
401 S. Victoria Court, Suite 1000, San Mateo, California 94407  
Phone: (415) 449-0990 Fax: (415) 372-5490

**PREMIUM BASED ON  
FINAL CONTRACT PRICE**

Bond No. 100306750  
Premium: \$ INCLUDED IN PERFORMANCE BOND

**Public Works - Payment**

KNOW ALL MEN BY THESE PRESENTS, That we, Z L CONSTRUCTION CORPORATION

, as Principal, and AMERICAN CONTRACTORS INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of California, and authorized to transact a general surety business in the State of CALIFORNIA, as Surety, are held and firmly bound unto CITY OF MONTEREY

, as Obligee, in the sum of FORTY SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (\$ 47,750.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, that**

**WHEREAS**, the above-bounden Principal has entered into a contract dated \_\_\_\_\_ with said Obligee to do and perform the following work, to wit:

DEMOLITION/DISMANTLE AND REMOVAL FOR RECYCLING AT MODULAR BUILDING AT 388 MADISON STREET PROJECT

**NOW, THEREFORE**, if the above-bounden Principal shall faithfully pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply such person or persons, or subcontractors, with materials and supplies for the carrying on of such work, then this bond shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed and dated this 12TH day of APRIL, 2016

Z L CONSTRUCTION CORPORATION  
Principal  
By [Signature]

AMERICAN CONTRACTORS INDEMNITY COMPANY  
[Signature]  
DAREN EISEMAN  
Attorney-in-Fact



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO }

On 4-12-2016 before me, KATY TAYLOR Notary Public,  
Date (here insert name)

personally appeared DAREN EISEMAN

\*\*\*\*\*

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

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

WITNESS my hand and official seal.



Signature: [Handwritten Signature] (Seal)

### OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_





American Contractors Indemnity Company  
601 S. Figueroa Street, Suite 1800, Los Angeles, California 90017

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

### DAREN EISEMAN

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100306750, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Forty-seven thousand, seven hundred fifty and 00/100 ( \$47,750.00 ).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1<sup>st</sup> day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 1<sup>st</sup> day of December 2014.



State of California  
County of Los Angeles SS:

AMERICAN CONTRACTORS INDEMNITY COMPANY

By: Adam S. Pessin  
Adam S. Pessin, President

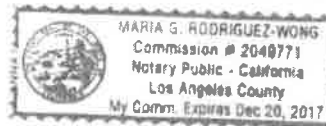
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1<sup>st</sup> day of December 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal,

Signature [Signature] (seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of April, 2016.

Bond No. 100306750

Agency No. 2671



Michael Chalekson  
Michael Chalekson, Assistant Secretary





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

The undersigned declares:

I am the President of ZL Construction Corp., 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 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 29<sup>th</sup> day of March, 2016 in Walnut Creek [city], Contra Costa County, California.

  
Signature

Tizza Lorincz, President  
Printed Name and Title



**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, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be 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.

N/A

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.

N/A

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 29<sup>th</sup> day of March, 2016 in Walnut Creek [city], Contra Costa County, California.



Signature

Tisza Lorincz, President

Printed Name and Title



**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor – To be Submitted with Bid)**

I, Tisza Lomrez, a licensed contractor, or responsible managing officer, of the company known as ZL Construction Corporation, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.



Signature

Tisza Lomrez, President

Printed Name and Title

3/29/2016

Date

