PROJECT MANUAL

BID NO. 24/25-25
Pace Education Center Classroom Renovations
February 6, 2025

DOWNEY UNIFIED SCHOOL DISTRICT
NOTICE CALLING FOR BIDS
Bid No. 24/25-25

CLASSROOM RENOVATIONS AT *PACE EDUCATION CENTER*
9625 Van Ruiten St., Bellflower, CA 90706

BID INFORMATION:

1. Bids Due: March 7, 2025 at 9:00 AM. Bids must be received prior to 9:00 AM.
2. Bid Submission Format: Sealed bids must be submitted on or before 9:00 AM at the District Office Facilities Department, located at T-4, 11627 Brookshire Ave., Downey, CA 90241
3. Bid Documents available at: *https://web.dusd.net/purchasing/#bids*
4. Mandatory Site Visit/Job Walk at Pace Education Center: February 18, 2025 at 7:00 AM. Please meet at address above.
5. License Requirement: Each bidder shall possess a valid Class B license at the time of bid submission and also be registered with the DIR.

SUMMARY OF WORK:

Provide all labor, equipment, and miscellaneous materials to demo sliding file shelves and tall casework along the classroom walls, demo and abate existing flooring, and install new floor tiles in one classroom. Build a wall with two one way observation windows in one classroom to divide the space up for an assessment space per the bid specifications. Work is located at Pace Education Center located at address above.

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Downey Unified School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. **Project.** Bids are requested for a general construction contract, or work described in general, for the following project:

   Pace Education Center Classroom Renovations Project ("Project" or "Contract")
   Estimated Project Cost - $80,000.00

2. **Submittal of Bids.** District will receive sealed Bids from Bidders as indicated in the Invitation to Bid and each Bidder shall ensure that its Bid contains all documents as required herein and is submitted by date and time shown in the Invitation to Bid. Contractors must ensure the District receives its bid, sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids.

3. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids.

4. **Complete Bids.** Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Each Bidder must complete and submit all of the following documents as its Bid:

   - Bid Form
   - Bid Bond or other security
   - Designated Subcontractors List
   - Noncollusion Declaration
   - Iran Contracting Act Certification

   a. **Bid Form.** Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.

   b. **Bid Bond or Other Security.** Bidders must submit their Bid Form with cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of their base Bid amount, including all additive alternates. Required form of corporate surety, Bid Bond, is provided by District and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

   c. **Designated Subcontractors List.** Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the Bidder's total Bid. Failure to fully complete and submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.

   d. **Noncollusion Declaration.** Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.

   e. **Iran Contracting Act Certification.** Bidders shall submit the Iran Contracting Act Certification with their Bids. Bids submitted without the Iran Contracting Act Certification shall be deemed non-responsive and will not be

considered.

5. **Erasures.** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.

6. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are on file with the District and are available to any interested party on request or at **www.dir.ca.gov/oprl/statistics_and_databases.html**.

7. **Contractor Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Bidder and its subcontractors shall comply with Labor Code section 1725.5 to 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 the Contract.

8. **Bidder Diligence.** Submission of Bid signifies careful examination of the Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

    a. Bidder has visited the Project Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

    b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions. Bidder has notified the District if it contends that it requires additional examinations, investigations, explorations, tests, reports, studies, or similar information or data prior to submitting its bid;

    c. Bidder has correlated its knowledge and the results of all observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

    d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;

    e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

    f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by the Instructions to Bidders and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.

g. **Conditions Shown on the Contract Documents**: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.

(1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that this information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make that verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

(2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of this information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Bidder drawn from that information; nor is District responsible for subsurface conditions that are not specifically shown if those subsurface conditions are reasonably determinable by above-ground conditions and observation or as-built conditions (e.g., subsurface soil conditions in areas contiguous to areas where an above-ground condition is shown; utility pipes between a manhole and a water source, etc.).

h. **Conditions Shown in Reports and Drawings Supplied for Informational Purposes**: Reference is made to the document entitled Existing Information and Documentation Regarding Project Site, for identification of:

(1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Project Site that have been utilized by Architect in preparing the Contract Documents; and

(2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Project Site that has been utilized by Architect in preparing the Contract Documents.

(3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Existing Information and Documentation Regarding Project Site, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings.

9. **As-Builts.** Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Information and Documentation Regarding Project Site applies to all supplied "as-built" drawings.

10. **Questions.** All questions about the meaning or intent of the Contract Documents, or requests for substitution of "or equal" product(s) are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to those questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions and requests received after 3:00 PM on February 6, 2024 may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

11. **Addenda.** Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by the District. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from the District.

12. **Alternates.** The Contract may include alternates. Alternates are defined as alternate products, materials, equipment,

systems, methods, or major elements of the construction, that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Invitation to Bid.

13. **Notice of Award.** The Bidder awarded the Contract shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to, among other remedies, make a claim against Bidder's Bid Bond or deposit Bidder's cash, cashier's check, or certified check. The proceeds thereof may be retained by District as liquidated damages, in District's sole discretion.

    a. Agreement: To be executed by successful Bidder. Submit one (1) copy, bearing an original signature.

    b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

    c. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.

    d. Insurance Certificates and Endorsements as required.

    e. Certifications to be Completed by Contractor

    f. Criminal Background Investigation/Fingerprinting Certification.

14. **Notice to Proceed**. District may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Upon receipt of the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation or additional time when the Notice to Proceed is issued within the 3-month period.

    a. The District may postpone issuing the Notice to Proceed beyond the 3-month period, upon reasonable notice to Contractor.

    b. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, the Contractor may, by written notice to District within **SEVEN (7)** calendar days after receipt by Contractor of District's notice of postponement, take one of the following actions:

        (1) **Agree with the postponement**. This would be at no additional cost to the District.

        (2) **Terminate the Contract**. District shall only be obligated to pay Contractor for any Work that Contractor had performed at the time of notification of postponement and that the District had in writing authorized Contractor to perform, if any, prior to issuing a Notice to Proceed.

        (3) **Request additional compensation**. Contractor must submit detailed documentation demonstrating the need for that additional compensation, compared to the calculations and amounts that Contractor used to prepare its bid. If the Parties do not agree on an amount for the requested additional compensation, the Contractor can agree to the postponement without any additional compensation, or either Party may terminate the Contract.

    c. If the Contract is terminated as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible Bidder.

15. **Bid Protests.** Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** Business Day following the date of bid opening.

    a. The protest must contain a complete statement of any and all bases for the protest.

    b. The protest must refer to the specific portions of all documents that form the bases for the protest, including the specific portion(s) of the bid(s) that the Bidder is protesting.

    c. The protest must include the name, address and telephone number of the person representing the protesting party.

    d. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, which must include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

    e. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

16. **Rejection of Bids.** District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any Bidder if District believes that it would not be in the best interest of the District to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an “unbalanced bid” is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).

17. **Bidder’s Representative’s Authority.** Each bid must be executed by an authorized representative of the Bidder. Bidders may be asked to provide documentation of that authority (e.g., an authenticated resolution of its Board of Directors, a power of attorney evidencing the capacity of the person signing the Bid Form to bind the Bidder to its bid, etc.).

18. **Bidder Responsibility.** Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the Contract Time.

END OF DOCUMENT

BID FORM

DOWNEY UNIFIED SCHOOL DISTRICT

PROJECT: Pace Education Center Classroom Renovations ("Project" or "Contract")

1. **Bid.** Contractor will perform the Work defined in the Contract Documents and fully understands the scope of Work required in this bid and accepts in full payment for that Work the following total lump sum amount, all taxes included:

TOTAL BID:	**$ _____**

2. **Allowance(s)**: The Bidder's Base Bid shall NOT include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Allowance:	**$ $15,000.00**

3. **Work.** Contractor has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) described in the Contract Documents.

4. **Schedule.** Contractor agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

5. **Subcontractors.** Contractor shall provide the following for **each** subcontractor that will perform work or labor or render service in or about the construction of the Work or improvement in an amount in excess of one-half of 1 percent (0.5%) of the Contractor's total bid. Use extra sheets/extra space as needed. The District may, in its sole discretion, find Contractor's Bid non-responsive if Contractor fails to include all the information identified below.

6.

Subcontractor Name:	**Portion of Work (Scope):**	**Location of Business:**	**CSLB No.:**
			DIR No.:
Subcontractor Name:	**Portion of Work (Scope):**	**Location of Business:**	**CSLB No.:**
			DIR No.:
Subcontractor Name:	**Portion of Work (Scope):**	**Location of Business:**	**CSLB No.:**
			DIR No.:
Subcontractor Name:	**Portion of Work (Scope):**	**Location of Business:**	**CSLB No.:**
			DIR No.:

7. **Bid Bond.** Contractor shall provide with its bid a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If a bid bond accompanies the bid/proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District and in the form attached hereto. The certified or cashier's check or bond shall be given as a guarantee that Contractor will enter into the Contract if awarded the Work, and in the case of refusal or failure to enter into the Contract, the District shall have the right to award to another bidder. If Contractor fails or refuses to timely enter into the Contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the

proper amount, will result in rejection of the bid.

8. **Noncollusion Declaration.** Contractor shall provide with its bid the Noncollusion Declaration in the form attached hereto.

9. **License.** Contractor certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of Work required under the terms of the Contract Documents. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

10. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations ("DIR") for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are on file and available from the District at the District's office or on the internet (http://www. dir.ca.gov). In addition, if awarded a contract, Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

11. **Contractor Registration.** Contractor shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Reports ("CPR") to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Contractor and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid, be listed in a bid or proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of the Contract.

12. **Bid Protests.** Any bid protest by any Contractor regarding any other bid on this Project must be submitted in writing to the District to Annie Aung, aaung@dusd.net, at before **5:00 P.M.** of the **SECOND (2ND)** business day following the date of bid opening, or the Contractor waives its right to protest. The protest must contain a complete statement of any and all bases for the protest and the Contractor must concurrently transmit a copy of the protest to all other bidders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

13. **Addenda.** Receipt and acceptance of the following addenda is hereby acknowledged.

No.: _____	Date: _____
No.: _____	Date: _____
No.: _____	Date: _____
No.: _____	Date: _____
No.: _____	Date: _____

14. **<u>CONTRACT FORM.</u> DISTRICT'S CONTRACT FORM IS PART OF THE CONTRACT DOCUMENTS. THE SCOPE OF THE PROJECT IS AS DESCRIBED IN EXHIBIT A TO THE CONTRACT. THE SUCCESSFUL CONTRACTOR SHALL, WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE THAT IT HAS BEEN AWARDED THE CONTRACT, BE REQUIRED TO PROVIDE TO THE DISTRICT: INSURANCE CERTIFICATIONS, BONDS, INSURANCE DOCUMENTS, CONSTRUCTION SCHEDULE, SUBCONTRACTOR LIST AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE CONTRACT.**

Contractor hereby certifies to the District that all representations, certifications, and statements made by Contractor, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Signature _____

Signed by (Print Name) _____

Title of Person Signing _____

Name of Bidder _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Bidder's DIR Registration No.: No.:_____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

<u>Submittal of Bids.</u> District will receive sealed Bids from Bidders as indicated in the Notice to Bidders and each Bidder shall ensure that its Bid contains all documents as required herein. Contractors must ensure the District receives its bid, sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids.

BID BOND (SECURITY)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

The undersigned, _____ as Principal ("Principal");

and _____ as Surety ("Surety"; a corporation

organized and existing under and by virtue of the laws of the State of _____

and authorized to do business as a surety in the State of California) are held and firmly bound unto the

Downey Unified School District ("District") as Obligee, in the sum of $ _____ **Dollars,**

lawful money of the United States, for the payment to the District will and truly to be made pursuant to the provisions herein. Principal and Surety each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid and if the District awards the contract to the Principal and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, the Principal enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds (one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law), and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect and the Surety shall immediately issue full payment of the sum stated above to the Obligee upon notification from the Obligee that the Principal has not taken all steps to nullify or void this obligation.

Surety agrees that no change, extension of time, alteration or addition to the terms of the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in that suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on

_____, 20_____

_____
Principal

_____
By (Signature)

_____
Surety

_____
By (Signature)

_____
Name of California Agent of Surety

_____

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

_____
Email of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

NONCOLLUSION DECLARATION
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [**PRINT YOUR TITLE**]

of _____ [**PRINT FIRM NAME**],

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 the following date:

Date: _____

Proper Name of Bidder: _____

City, State: _____, _____

Signature: _____

Print Name: _____

Title: _____

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

Pace Education Center Classroom Renovations Project ("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☐ 1. Bidder's Total Base Bid is less than one million dollars ($1,000,000).

OR

☐ 2. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid**.

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

CONTRACT FOR

PACE EDUCATION CENTER CLASSROOM RENOVATIONS

THIS CONTRACT is made and entered into this _____ day of _____, 20_____ ("**Contract**"), by and between _____ ("**Contractor**") and **Downey Unified School District** ("District"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. **Contract Price & Services.**

   a. After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the repairs, maintenance or construction services identified below and as more fully described in **Exhibit A** attached hereto ("**Services**" or "**Work**") subject to the conditions below and for the price indicated below ("**Contract Price**"):

Contract Price	$ _____ Dollars

   b. **Allowances**: If this Contract includes allowances, an allowance is a value added to the Base Contract amount for scope items defined by the District. Allowance items shall only be used by Contractor with the District's prior written permission. Contractor shall use the change order provisions of this Contract to apply for the use of an Allowance item. All unused allowance values at the end of the Project shall be retained by the District.

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions to Contract ("**Terms and Conditions**") attached hereto.

3. **Sites.** Contractor shall perform the Work at the following District Sites:

   a. Pace Education Center

   (collectively "**Premises**" or "**Sites**"). The "**Project**" is the scope of Work performed at the Sites.

4. **Contract Time & Liquidated Damages.** Work shall be completed by **April 20, 2025**, Work shall be completed **within 20 consecutive calendar days** from the date specified in the District's Notice to Proceed ("**Contract Time**"). Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **$500** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

5. **Materials**. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete all Work pursuant to this Agreement and in compliance with all the procedures, regulations and requirements set forth the by the District.

6. **Standard of Care**. Contractor's Work will be performed in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts and in order to comply with all procedures, regulations and requirements set forth by the District. Contractor's failure to comply with the District guidelines shall be deemed a material breach of this Agreement.

7. **Bonds & Insurance.**

   a. **Payment Bond & Performance Bond:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. The District reserves to waive this requirement in writing at its sole discretion in the event the Contract Price is below $25,000.

b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	$1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	$1,000,000 each occurrence $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000 each incident, disease $2,000,000 policy limit
Sexual Abuse / Molestation	$1,000,000 each incident $2,000,000 policy limit
Builder's Risk (Course of Construction)	Issued for the value and scope of work.

DISTRICT MAY ADJUST THESE LIMITS, IN WRITING, AT THE DISTRICT'S SOLE DISCRETION BASED ON SIZE AND SCOPE OF THE CONTRACT.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

8. **Project Oversight.**
   a. The District representative for the Project is _____.
   b. The project manager on the Project is _____ ("**Project Manager**").

9. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto.

10. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

__X__ Bid Form	__X__ Insurance Certificates and Endorsements
__X__ Bid Bond	__X__ Performance Bond
__X__ Notice to Proceed	__X__ Payment Bond
__X__ Terms and Conditions to Contract	__X__ **Exhibit A** (Scope of Work, Plans and Work Specifications)
__X__ Noncollusion Declaration	
__X__ Certifications to be Completed by Contractor	____ _____ [Other]
__X__ Criminal Background Investigation Certification	

11. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:
Downey Unified School District
11627 Brookshire Ave.,
Downey, CA 90241
Attn: Annie Aung

Contractor:
_____
_____
_____, CA _____
Attn: _____

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____, 20_____	Dated: _____, 20_____
Downey Unified School District	_____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation
____ Limited Liability Company
____ Other: _____

_____
Employer Identification and/or Social Security Number
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. **SITE EXAMINATION:** Contractor has examined the Sites and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Sites. By submitting its bid and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Sites, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Sites.

3. **CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST:** Contractor shall provide the District a Construction Schedule for the Work and a Subcontractor List as indicated in Contractor's Bid Form. Both the Construction Schedule and Subcontractor List are subject to the District's approval.

4. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

5. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

6. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

7. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. **CHANGE IN SCOPE OF WORK:**

- No Change Without Authorization: Any change in the scope of the Work, method of performance, nature of materials or price thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.
- District Right to Request Changes: Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.
- Proposed Change Order:
  - **Submission / Time to Submit**: Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.
  - **Content of Proposed Change Order**: Contractor and subcontractors shall include the following in any proposed change order:
    1. Labor: Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality for performance of the changes. The Contractor's or subcontractors' (including second-tier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.
    2. Material: Material quantities, and types of products, and transportation costs, if applicable.
    3. Equipment: Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1)

productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

4. Mark-Up for Overhead and Profit: Mark-up for overhead and profit in a proposed change order shall be calculated as follows:

a. **Subcontractor-Performed Work**: Subcontractors shall be entitled to a total cumulative mark-up for overhead and profit of 8% on the total of Labor (including labor burden and Workers' Compensation premium), Material, and Equipment **only** for both the subcontractor and the subcontractor's subcontractor(s) (e.g., all "lower-tier" subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor's mark-up for overhead and profit**.

b. **Contractor-Performed Work**: Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers' Compensation premium), Material, and Equipment for Contractor performed Work.

- **Contract Time**: Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor's reasonable control.

- Determination of Change Order Cost: The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District's reasonable evaluation of the Work and market research.

- Contractor Obligation to Substantiate: Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work.

- Waiver: If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

9. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of 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 the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

10. **EXCAVATIONS OVER FOUR FEET**: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Sites differing from those indicated; or (3) Unknown physical conditions at the Sites of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

11. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

12. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Sites and shall not again be employed at the Sites without written consent from the District.

13. **DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY**: No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

14. **FINGERPRINTING**: Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Sites.

15. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the

standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

16. **FAILURE TO PERFORM**. If the District at any time believes that the Contractor is behind schedule, is failing to construct the Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

17. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. **All products identified in the Contract are deemed to be followed by "or equal." Whether a product is deemed to be equal shall be the Contractor's sole responsibility to determine if the product complies with the District.**

18. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Sites to monitor the use of equipment and the quality of workmanship.

19. **PERSONNEL:** Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Sites

20. **CLEAN UP:** Debris shall be removed from the Premises. The Sites shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

21. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

23. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

24. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

25. **OCCUPANCY:** There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall that occupancy extend the date specified for completion of the Work.

26. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

27. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

28. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages,

including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

29. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("**Application for Payment**"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

30. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

31. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

32. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

33. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

34. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

35. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

36. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations including but not limited to the District bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations including but not limited to the Distrct. Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations including but not limited to the District without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

37. **DISPUTES/CLAIMS**: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

36.1. Claim. The term "**Claim**" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

36.3. Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

36.5. District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

36.6. Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

36.7. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an

undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

38. **LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than $1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

39. **PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

40. AUDIT: Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

41. **ANTI-TRUST CLAIM**: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

42. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

43. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

44. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

45. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term,

condition or covenant or the waiver of a breach of any other term, condition or covenant.

46. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

47. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

☐ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which 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 the work of this contract.

☐ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.

(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☐ **Tobacco-Free Environment**. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free

environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☐ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("**New Hazardous Material**"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

(i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

(ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

(1) The Contractor's work may disturb lead-containing building materials.

(2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

☐ **Lead as a Health Hazard.** Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("**DHS**") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("**OSHA**") and the California Division of Occupational Safety and Health ("**Cal/OSHA**") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;
b. Removal or encapsulation of materials containing lead;
c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
d. Installation of products containing lead;
e. Lead contamination/emergency cleanup;
f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☐ **Imported Materials.** All soils, aggregate, or related materials ("**Fill**") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Sites shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("**CEQA**"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

☐ **Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

I, _____ [**Your Name**], _____ [**Firm Name**]
certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [**Your Name**], _____ [**Firm Name**]
certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [**Your Name**], _____ [**Firm Name**]
have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("**Firm**"):
_____
Mailing address:
_____
Address of branch office used for this Project:
_____
If subsidiary, name and address of parent company:
_____

For Projects without substantive roofing components, check the following box and execute this certification:

☐ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars ($21,000) or less.

☐ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (; "**State Order**").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website ().

If your Firm's contract with the District has a cumulative value of $5 million or more, your certification here is constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date:

_____

Proper Name of Contractor:

_____

Signature:

_____

Print Name:

_____

Title:

_____

☐ **IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

_____ ("**Contractor**") shall complete **ONLY ONE** of the following three paragraphs.

☐ 1. Contractor's total Price for the Products and Services under this Agreement is less than one million dollars ($1,000,000).

OR

☐ 2. Contractor's total Price for the Products and Services under this Agreement is one million dollars ($1,000,000) or more, but Contractor is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("**DGS**") pursuant to Public Contract Code § 2203(b), and Contractor is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Contractor's total Price for the Products and Services under this Agreement is one million dollars ($1,000,000) or more, but the District has given prior written permission to SHI to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement**.

I certify that I am duly authorized to legally bind Contractor to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date:

_____

Proper Name of Contractor:

_____

Signature:

_____

Print Name:

_____

Title:

_____

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions (check all that apply):

☐ **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:
Name: _____

Title: _____

☐ **Unoccupied Site**. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date:

_____

Proper Name of Contractor:

_____

Signature:

_____

Print Name:

_____

Title:

_____

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the **Downey Unified School District**, ("District") and

_____, ("Principal)"

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____
(Project Name)
("**Project**" or "**Contract**")

which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the District in the penal sum of:

$ _____ DOLLARS,

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

_____

_____

Attention: _____

Telephone No.: (_____) _____ - _____

Fax No.: (_____) _____ - _____

E-mail Address:_____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on _____, 20_____.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and

Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the **Downey Unified School District**, ("District") and

_____, ("Principal)"

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____
(Project Name)
("**Project**" or "**Contract**")

which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

$ _____ DOLLARS,

lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its

obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on _____, 20_____.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

EXHIBIT A

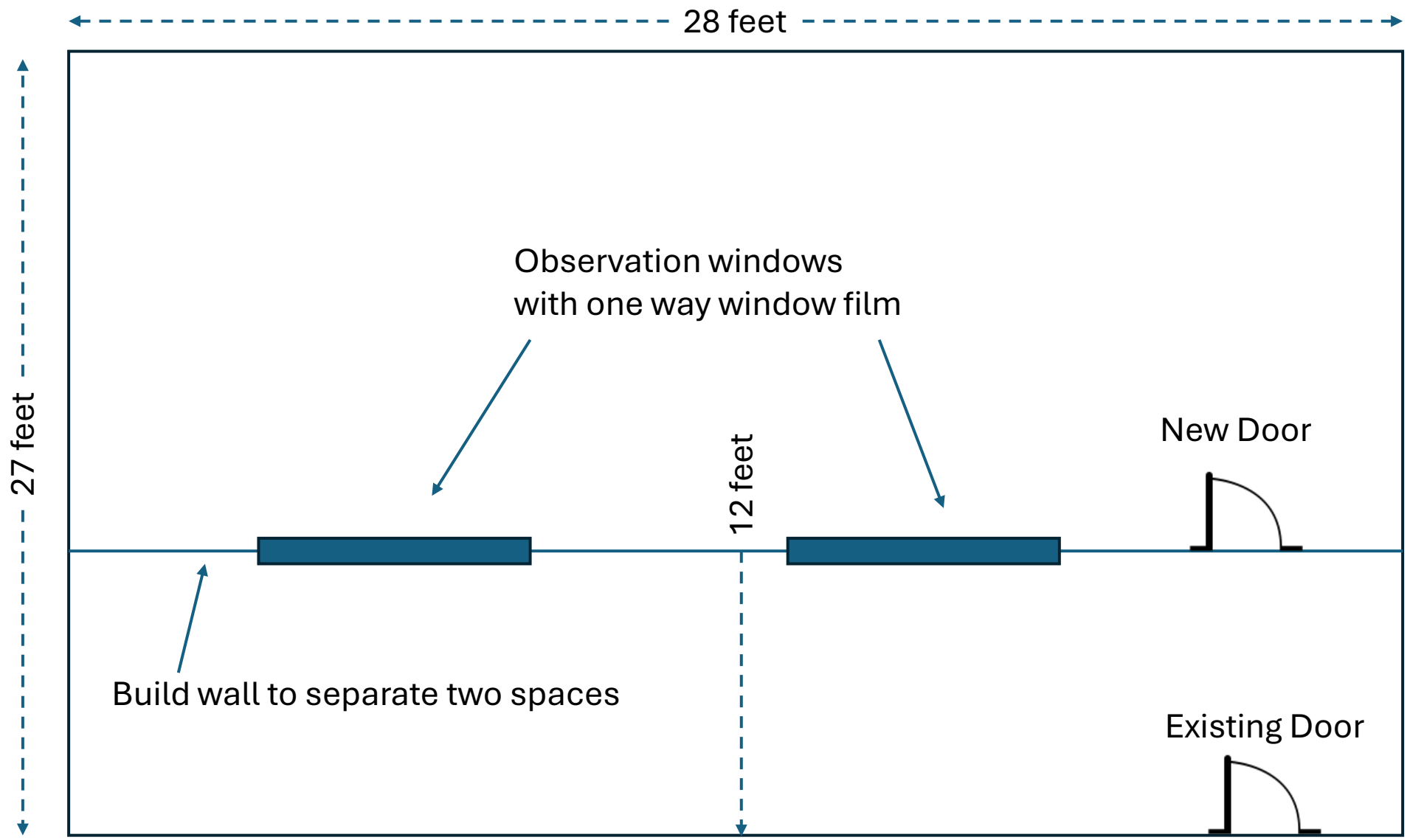
SCOPE OF WORK

The scope of work for the Project is as set forth below:

Location: 9625 Van Ruiten St, Bellflower, CA 90706
Work hours: Monday and Friday, 7 AM to 4 PM; Saturday 7 AM to 4 PM

Contractor shall demo sliding file shelves and tall casework along the classroom walls, demo and abate existing flooring, and install new floor tiles in one classroom. Build a wall with two one-way observation windows in one classroom to divide the space up for an assessment space at Pace Education Center per the attached layouts.

Classroom C-1 Plan



*drawing not to scale

Classroom D-1 Plan
Demo rolling cabinets
Demo tall casework
JENNIFER RAMIREZ
Demo & abate flooring per specs.
Install district provided flooring and
cove base.

December 10, 2024

Ms. Annie Aung
Director of Facilities
Downey Unified School District
11627 Brookshire Avenue
Downey, California 90241

via email
aaung@dusd.net

RE: Asbestos and Lead Material Survey
Lynn L. Pace Elementary School – Modernization
9625 Van Ruiten Street, Bellflower, California 90706
ABG Project #240138

Dear Ms. Aung:

Adaptive Building Group, Inc. (ABG) was retained by the Downey Unified School Campus to conduct an investigation and sampling of suspect asbestos-containing materials (ACM), and lead-based paint materials that may be impacted by the scheduled Modernization project. ABG performed a hazardous materials inspection at the Lynn L. Pace Elementary School located at 9625 Van Ruiten Street, Bellflower, California.

On November 25, 26, 27, & 29, 2024, ABG inspectors Raul Garcia, a California Certified Asbestos Consultant (CAC-#05-3783) and California Department of Public Health (CDPH) Lead-Related Construction Certificate Sampling Technician (LRC #00007342), along with Armando Garcia, a CPDH Sampling Technician (LRC #00007469), under the direction of Raul Garcia, collected one-hundred fifty-three (153) asbestos bulk samples (including layers) and twenty-four (24) paint chip samples from the interior of Buildings A, B, C, and D located on the campus of Lynn L. Pace Elementary School.

Executive Summary

The following tables are a summary of all ACM/ACCM and Lead-Based Paint identified at the Classrooms located at the Lynn L. Pace Elementary School campus:

LYNN L. PACE ELEMENTARY SCHOOL MODERNIZATION BUILDING A EXECUTIVE SUMMARY			
MATERIAL	**LOCATION**	**QUANTITY**	**CONTAMINANT**
Black Mastic associated with the multi-layered Floor Tile	Classrooms A-1, A-3, A-4 Single Layered Floor	~945 SF Per Room	Asbestos-Containing Material (ACM)
Plaster Wall (White)	Classrooms A-1, A-2, & A-3	2,300 SF	Asbestos-Containing Material (ACM)
No Lead-Based Paint was identified from the paint chip samples.			

LYNN L. PACE ELEMENTARY SCHOOL MODERNIZATION BUILDING B EXECUTIVE SUMMARY			
MATERIAL	**LOCATION**	**QUANTITY**	**CONTAMINANT**
Black Mastic associated with the multi-layered Floor Tile	Classrooms B-1, B-2, B-3, and B-4	~945 SF Per Room	Asbestos-Containing Material (ACM)
No Lead-Based Paint was identified from the paint chip samples.			

LYNN L. PACE ELEMENTARY SCHOOL MODERNIZATION BUILDING C EXECUTIVE SUMMARY			
MATERIAL	**LOCATION**	**QUANTITY**	**CONTAMINANT**
12”x12” Floor Tile and Associated Mastic Multi-Layered	Classrooms C-1, C-2, C-3	~945 SF Per Room	Asbestos-Containing Material (ACM)
12”x12” Floor Tile and Associated Mastic (3rd / Bottom Layer)	Classroom C-4	~945 SF	Asbestos-Containing Material (ACM)
No Lead-Based Paint was identified from the paint chip samples.			

LYNN L. PACE ELEMENTARY SCHOOL MODERNIZATION BUILDING D EXECUTIVE SUMMARY			
MATERIAL	**LOCATION**	**QUANTITY**	**CONTAMINANT**
12”x12” Brown Floor Tile and Black Mastic (Underneath Carpet)	Classroom D-1	~552 SF	Asbestos-Containing Material (ACM)
12”x12” Brown & Gray Pebbled Floor Tile and Associated Black Mastic (2 Layers)	Classroom D-1	~25 SF	Asbestos-Containing Material (ACM)
12’x12” Tan Floor Tile and Associated Mastic	Classroom D-1	~165 SF	Asbestos-Containing Material (ACM)
12’x12” Tan Floor Tile and Associated Mastic	Classrooms D-2, D-3, D-4	~945 SF Per Room	Asbestos-Containing Material (ACM)
No Lead-Based Paint was identified from the paint chip samples.			

Survey Summary – Asbestos

Prior to sampling, ABG’s inspector walked through the classrooms, to verify which areas/materials would need to be investigated and sampled. ABG’s inspector then identified homogeneous areas to

facilitate a sampling strategy. Homogeneous area means an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture. The actual number of samples collected from each homogeneous sampling area varies, dependent upon material type and the professional judgment of the inspector.

ABG's sampling strategy incorporated the Asbestos Hazard Emergency Response Act (AHERA) requirements, quantities of the suspect material, and the inspector's judgment to aid in the identification of the suspect asbestos-containing material (ACM).

ABG's sampling strategy was to identify and collect the accessible suspect ACM in accordance with the AHERA (40 CFR, Part 763, Subpart E) sampling protocols. Actual collection of a bulk asbestos sample involves physically removing approximately one square inch (1 in^2) or more of the material and placing it in an airtight sample container marked with a unique identification number.

Micron Environmental Labs (NVLAP #200294-0) located at 3565 Lexington Avenue in El Monte, California 91731 (626-602-9661), analyzed the asbestos bulk samples using polarized light microscopy (PLM). PLM analysis utilizes dispersion staining techniques (ref.: USEPA Method 600/R-93/116) to determine the asbestos content of the bulk samples collected at the site.

The following tables are a summary of the suspect ACM that has been determined, through laboratory analysis and/or assumed, to contain asbestos:

LYNN L. PACE ELEMENTARY SCHOOL MODERNIZATION BUILDING A ASBESTOS-CONTAINING MATERIALS				
MATERIAL	TYPE (1)	LOCATION	QUANTITY (2)	ASBESTOS CONTENT
Floor Tile and Associated Black Mastic (2nd & 3rd Layer)	NF	Classroom A-1	945 SF	2nd Layer: Floor Tile (ND) Black Mastic (2% Chrysotile) 3rd Layer: Floor Tile (2% Chrysotile) Mastic (ND)
Floor Tile and Associated Black Mastic (2nd & 3rd Layer	NF	Classrooms A-3 and A-4	~1,890 SF	Black Mastic (2% Chrysotile)
Plaster Wall (White)	NF	Classrooms A-1, A-2, & A-3	2,300 SF	<1% Chrysotile)

LYNN L. PACE ELEMENTARY SCHOOL
MODERNIZATION
BUILDING A
ASBESTOS-CONTAINING MATERIALS

MATERIAL	TYPE (1)	LOCATION	QUANTITY (2)	ASBESTOS CONTENT

(1) **Type**-The classification is based upon the existing material condition and/or the potential condition of the material to change when disturbed in accordance with applicable regulatory definitions.

F=Friable NF=Non-Friable NF/F=Currently Non-Friable but becomes Friable when disturbed

PACM – Presumed Asbestos-Containing Material – Presumed ACM until sampled and proven otherwise.

(2) Actual Quantities should be field verified.

(3) **Material must be treated as ACM due to the associated asbestos-containing black mastic**

LYNN L. PACE ELEMENTARY SCHOOL
MODERNIZATION
BUILDING B
ASBESTOS-CONTAINING MATERIALS

MATERIAL	TYPE (1)	LOCATION	QUANTITY (2)	ASBESTOS CONTENT
Black Mastic associated with the multi-layered Floor Tile	N F	Classrooms B-1, B-2, B-3, and B-4	~2,835 SF	<1% - 2% Chrysotile

(1) **Type**-The classification is based upon the existing material condition and/or the potential condition of the material to change when disturbed in accordance with applicable regulatory definitions.

F=Friable NF=Non-Friable NF/F=Currently Non-Friable but becomes Friable when disturbed

PACM – Presumed Asbestos-Containing Material – Presumed ACM until sampled and proven otherwise.

(2) Actual Quantities should be field verified

LYNN L. PACE ELEMENTARY SCHOOL
MODERNIZATION
BUILDING C
ASBESTOS-CONTAINING MATERIALS

MATERIAL	TYPE (1)	LOCATION	QUANTITY (2)	ASBESTOS CONTENT
Floor Tile / Black Mastic (2nd & 3rd Layers)	NF	Classroom C-4	~945 SF	Floor Tile (2% Chrysotile) Mastic (2% Chrysotile)
Floor Tile / Black Mastic (2nd & 3rd Layers)	NF	Classrooms C-1, C-2, C-3	~2,835 SF	Mastic (2% Chrysotile)

(1) **Type**-The classification is based upon the existing material condition and/or the potential condition of the material to change when disturbed in accordance with applicable regulatory definitions.

F=Friable NF=Non-Friable NF/F=Currently Non-Friable but becomes Friable when disturbed

PACM – Presumed Asbestos-Containing Material – Presumed ACM until sampled and proven otherwise.

(2) Actual Quantities should be field verified

LYNN L. PACE ELEMENTARY SCHOOL
MODERNIZATION
BUILDING D
ASBESTOS-CONTAINING MATERIALS

MATERIAL	TYPE (1)	LOCATION	QUANTITY (2)	ASBESTOS CONTENT
12”x12” Brown Floor Tile and Associated Black Mastic (Under Carpet)	NF	Classroom D-1	552 SF	Floor Tile (2% Chrysotile) Black Mastic (2% Chrysotile)
12”x12” Brown & Gray Floor Tile and Associated Black Mastic (2 Layers)	NF	Classroom D-1	25 SF	Floor Tile (ND) Black Mastic (5% Chrysotile)

LYNN L. PACE ELEMENTARY SCHOOL MODERNIZATION BUILDING D ASBESTOS-CONTAINING MATERIALS				
MATERIAL	**TYPE (1)**	**LOCATION**	**QUANTITY (2)**	**ASBESTOS CONTENT**
12'x12" Tan Floor Tile and Associated Mastic	NF	Classroom D-1	~165 SF	Floor Tile (2% Chrysotile) Mastic (2% Chrysotile)
12'x12" Tan Floor Tile and Associated Mastic	NF	Classroom D-2, D-3, D-4	~2,835 SF	Floor Tile (ND) Mastic (<1% - 2% Chrysotile)

(1) **Type**-The classification is based upon the existing material condition and/or the potential condition of the material to change when disturbed in accordance with applicable regulatory definitions.

F=Friable NF=Non-Friable NF/F=Currently Non-Friable but becomes Friable when disturbed

PACM – Presumed Asbestos-Containing Material – Presumed ACM until sampled and proven otherwise.

(2) Actual Quantities should be field verified.

(3) **Material must be treated as ACM due to the associated asbestos-containing black mastic**

In accordance with The South Coast Air Quality Management Campus (SCAQMD) Rule 1403, any material that contains greater than one percent (1.0%) asbestos is considered an asbestos-containing material (ACM) and is categorized as either friable ACM or Class I non-friable ACM. There are two categories of non-friable materials: Class I non-friable ACM and Class II non-friable ACM.

- Class I non-friable ACM is any asbestos-containing material that, when dry, can be broken, crumbled, pulverized, or reduced to powder in the course of demolition or renovation activities. Actions which may cause material to be broken, crumbled, pulverized, or reduced to powder include physical wear and disturbance by mechanical force, such as, but not limited to, sanding, sandblasting, cutting, or abrading, improper handling or removal or leaching of matrix binders. Class I non-friable asbestos-containing material includes, but is not limited to, fractured, or crushed asbestos cement products, "Transite" materials, mastic, roofing felts, roofing tiles, cement water pipes and resilient floor covering.
- Class II non-friable ACM is all other material containing more than one percent (1%) asbestos that is neither friable nor Class I non-friable.

Cal/OSHA assigns classes of work to materials, and activities in order to differentiate between the required work practices and engineering controls, including operations and maintenance, and custodial activities performed on or around ACM.

- Class I: activities involving the removal of TSI and surfacing ACM.
- Class II: activities involving the removal of ACM which is not TSI or surfacing material.
- Class III: repair and maintenance operations, in which ACM (including TSI, surfacing, and miscellaneous materials) are likely to be disturbed.
- Class IV: maintenance and custodial activities during which employees contact, but do not disturb ACM and activities to clean up dust, waste, and debris resulting from Class I, II, and III activities.

Any material that contains greater than one tenth of one percent (0.1%) but less than or equal to one percent (1.0%) asbestos (>0.1% x ≤ 1.0%) is considered by CAL/OSHA as an asbestos containing construction material (ACCM) and is categorized as friable ACCM or non-friable ACCM.

The following tables are a summary of the suspect ACM that have been determined, through laboratory analysis, to not contain asbestos:

LYNN L. PACE ELEMENTARY SCHOOL
MODERNIZATION
BUILDING A
NON-ASBESTOS CONTAINING MATERIALS

MATERIAL	LOCATION	SAMPLE NUMBER
4" Gray Cove Base / Adhesive	Classroom A-1	B-4 to B-6
4" Gray Cove Base / Adhesive	Classroom A-2	D-10 to D-12
Floor Tile / Black Mastic (One Layer)	Classroom A-2	F-16 to F-18
4" Gray Cove Base / Adhesive	Classroom A-3	G-19 to G-21
4" Brown Cove Base / Adhesive	Classroom A-3	I-25 to I-27
4" Black Cove Base / Adhesive	Classroom A-3	J-28 to J-30
Plaster Walls (White)	Classroom A-4	L-34 to L-36
4" Gray Cove Base / Adhesive	Classroom A-4	N-40 to N-42

LYNN L. PACE ELEMENTARY SCHOOL MODERNIZATION BUILDING B NON-ASBESTOS CONTAINING MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
Plaster Walls (White)	Classrooms B-1, B-2, B-3, & B-4	P-01 to P-12
4” Gray Cove Base / Adhesive	Classrooms B-1, B-2, B-3, & B-4	B-01 o B-12

LYNN L. PACE ELEMENTARY SCHOOL MODERNIZATION BUILDING C NON-ASBESTOS CONTAINING MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
Plaster Walls (White)	Classrooms C-1, C-2, C-3, & C-4	P-01 to P-12
4” Gray Cove Base / Adhesive	Classrooms C-1, C-2, C-3, & C-4	B-01 to B-12

LYNN L. PACE ELEMENTARY SCHOOL MODERNIZATION BUILDING D NON-ASBESTOS CONTAINING MATERIALS		
MATERIAL	**LOCATION**	**SAMPLE NUMBER**
Plaster Wall (White)	Classrooms D-1, D-2, D-3, & D-4	P-01 to P-12
4” Gray Cove Base / Adhesive	Classrooms D-1, D-2, D-3, & D-4	B-01 to B-09

Conclusions/Recommendations - Asbestos

As a result of the current survey, asbestos-containing materials (ACM), asbestos-containing construction materials (ACCM), and presumed asbestos-containing materials were identified at the building/areas surveyed. Please refer to the ACM tables for further detailed information regarding the asbestos findings.

ABG recommends sampling of any suspect asbestos-containing material that may be disturbed by the renovation / demolition activities that have not been identified in this report or was not part of our scope of work. ABG recommends sampling of those suspected asbestos-containing materials that were inaccessible at the time of the survey, and/or would require excessive damage.

ABG recommends that all asbestos-containing materials, asbestos-containing construction materials, and presumed asbestos-containing materials identified in this report that will be impacted or have the potential for being impacted by the demolition activities be properly abated in accordance with all federal, state, and local asbestos regulations, prior to the demolition activities.

Survey Summary - Lead

ABG's inspector, Armando Garcia, a California Department of Public Health, Certified Lead Sampling Technician (LRC# 00007469) performed lead-based paint testing using from paint chip sampling from selected building component surfaces coated with suspect lead-based paint for this assessment.

The lead inspection was accomplished by entering each room equivalent. A room equivalent is an identifiable part of a building, such as a room, hallway, staircase, foyer, or exterior.

Visible color may not be an accurate predictor of painting history and is not included in the definition of a testing location. Each reading's location, physical conditions, accessibility, activity, and damage of suspect lead paint was also assessed and documented.

For reporting purposes, space designations were assigned to each functional space within the facilities using the pre-existing designation on the door or as indicated on the floor plans. Where neither was available, the space was labeled by the inspector and so indicated in the report. The following procedures were performed.

- A visual assessment to identify the location and type of building components suspected of containing lead paint within the scope of work.
- Obtain representative paint chips from all painted building components within the scope of work.
- Present all survey results in a written report including recommendation, locations, quantities, and laboratory results.

All findings, recommendations, and paint chip data presented in this report are based on the information (assessment and readings) obtained by our inspector during the survey.

The following tables present the components identified as being coated with lead-based paint:

LYNN L. PACE ELEMENTARY SCHOOL
MODERNIZATION
BUILDING A
LEAD-BASED PAINT MATERIALS

COMPONENT / MATERIAL COLOR(S)	SUSBTRATE	LOCATION	Sample #	CONDITION	LEAD CONTENT*
No Lead-Based Paint was Identified					

* parts per million (ppm) and/or 0.5% by weight

LYNN L. PACE ELEMENTARY SCHOOL
MODERNIZATION
BUILDING B
LEAD-BASED PAINT MATERIALS

COMPONENT / MATERIAL COLOR(S)	SUSBTRATE	LOCATION	Shot #	CONDITION	LEAD CONTENT*
No Lead-Based Paint was Identified					

* parts per million (ppm) and/or 0.5% by weight

LYNN L. PACE ELEMENTARY SCHOOL
MODERNIZATION
BUILDING C
LEAD-BASED PAINT MATERIALS

COMPONENT / MATERIAL COLOR(S)	SUSBTRATE	LOCATION	Shot #	QUANTITY [2]	LEAD CONTENT*
No Lead-Based Paint was Identified					

* parts per million (ppm) and/or 0.5% by weight

LYNN L. PACE ELEMENTARY SCHOOL MODERNIZATION BUILDING D LEAD-BASED PAINT MATERIALS					
COMPONENT / MATERIAL COLOR(S)	SUSBTRATE	LOCATION	Shot #	CONDITION	LEAD CONTENT*
No Lead-Based Paint was Identified					
*parts per million (ppm) and/or 0.5% by weight					

Details of sample analysis are included in Appendix B, which contains a listing of analyzed paint chip samples, sample locations, and analytical results for the building components sampled. Results are reported in parts per million (ppm) and/or 0.5% by weight.

Conclusions/Recommendations - Lead

Any paint or surface coating that contains ≥ 5,000 parts per million (ppm) and/or 0.5% by weight is considered lead-based paint and must be managed during demolition and/or renovation. The paints listed above do not represent all painted building components at the site. The paints tested and untested, that do not contain lead in concentrations ≥ 5,000 ppm and/or 0.5% by weight, may contain detectable amounts of lead. It is ABG's opinion that painting films and/or surface coatings containing any detectable concentration of lead should be viewed as a potential source of lead exposure and health hazard.

ABG recommends sampling of any suspect lead paint material that may be disturbed by the renovation / demolition activities that have not been identified in this report or were not part of our scope of work.

ABG recommends that surfaces/components with detectable lead levels identified in this report that have the potential for being impacted by the demolition activities, and which may cause occupational exposures to lead, be properly removed (e.g., paint removal, component removal) and/or stabilized in accordance with federal, state, and local lead regulations.

Building materials containing any detectable amounts of lead are regulated by OSHA and Cal/OSHA, and applicable work practices and prohibitions must be followed accordingly (29 CFR, 1926.62 - Lead in Construction, CCR Title 8 Section 1532.1).

Lead waste generated by renovation or demolition activities must be profiled and disposed of properly as required by the California Department of Toxics Substance Control, CCR Title 22, Division 4.5 (CA DTSC). Chemical Profile Tests, Total Threshold Limit Concentration (TTLC), Soluble Threshold Limit Concentration (STLC) and/or Toxic Characteristic Leaching Procedure (TCLP) are to be performed on the waste containing lead generated by lead-related construction activities or assumed to be a federal hazardous waste.

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during ABG's inspection of the site. As the user of this report, the Client and respective contractors are advised of the following limitations on the information presented in this report.

1. This report is intended for the sole use of the Client. 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 or the findings, conclusions, or recommendations are at risk of said user.
2. ABG did not perform destructive sampling -- it was not within ABG's scope of work to remove surface materials to investigate portions of the structure or materials that may lay beneath the surface -- thus, any materials that could not be visually identified on the surface were not inspected and would not be noted in this report. Subsurface investigations were not included in ABG's assessment of the site. Subsurface investigations may uncover the presence of infrastructure utilities that may contain hazardous materials.
3. The asbestos and lead paint sampling were performed in a manner consistent with the level of care and skill ordinarily exercised by environmental professionals practicing contemporaneously under similar conditions in the area of the project in question. No other warranty, express or implied, is given and all other warranties are hereby expressly disclaimed. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present of a type or at a location not investigated.
4. This report is not a comprehensive site evaluation and should not be construed as such. Only the materials to be impacted by the scheduled demolition activities in the buildings/areas surveyed are included in this report.

Thank you for this opportunity to be of service to Downey Unified School District. If you have any questions, please feel free to contact us at (626) 498-0211

Sincerely,

Carlos Galdamez
Technical Writer
California Certified Asbestos
Consultant #98-2379
CDPH Lead Inspector / Assessor No. LRC-00007396

Raul Garcia
Project Manager
California Certified Asbestos
Consultant #05-3783

Appendix A – Asbestos Laboratory Analytical Results
Appendix B – Lead Paint Chip Results
Appendix C – Sample Location Drawings
Appendix D – Qualifications

APPENDIX A

ASBESTOS LABORATORY ANALYTICAL REPORTS

Micron Environmental Labs, Inc.

3565 Lexington Ave • El Monte, California 91731 • Phone (626) 454-4782 • Fax (626) 602-9661

Report Date: November 27, 2024

Adaptive Building Group, Inc.
Attn: Raul Garcia
1274 Center Court Drive, Suite 112
Covina, CA 91724

Subject: PLM Report for Analysis of Bulk Samples
Laboratory Report #: 10124243
Client Reference: 240138 / Downey Unified School District / Pace Lynn Elementary School

Dear Mr. Garcia,

This report is a summary of the analytical results for 86 bulk sample(s) received by the laboratory on 11/26/2024.

The analyses were conducted using polarized light microscopy (PLM) in accordance with EPA Test Method 600/M4-82-020 as of The Determination of Asbestos in Bulk Insulation Samples as presented in 40 CFR Appendix E to Subpart E of Part 763 (7-01-07 Edition) and EPA Interim Test Method 600/R-93/116 (July 1993). Quantification of percent content is by Calibrated Visual Estimation (CVES) expressed in units of percent area. Samples that contain distinct separable layers are analyzed by layer unless a composite has been requested. The laboratory analyzes samples submitted according to the customer submitted sample log and will analyze additional layers (when observed) upon request. CVES are calibrated using standard reference materials as part of the laboratory's internal and external quality control and proficiency programs. Micron Environmental recommends the use of Transmission Electron Microscopy (TEM) for samples comprised of non-friable organic binder when asbestos is not detected by PLM, as fibers may exist in these matrices but below the resolution capability of the polarized light microscope.

Micron Environmental labs, Inc. is accredited by the NIST National Voluntary Laboratory Accreditation Program (NVLAP), laboratory code 200294-0 and California's Environmental Laboratory Accreditation Program (Waterboards), laboratory code 2297, International Accreditation Service (IAS) 2016 TNI-2 for this analysis. Micron Environmental Labs, Inc. is responsible for the accuracy in this report, but is not liable for the accuracy of sample information supplied to us by the customer or for the interpretation of this report. Samples are tested in as-received condition and may be affected by external factors and/or handling prior to submittal to Micron. Unless otherwise noted, samples were received in acceptable condition. Samples are retained for a period of thirty days unless otherwise specified or requested by the customer.

This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST, IAS or any agency of the US Government. Micron Environmental Laboratories, Inc. is committed to customer confidentiality and will not share information regarding this report or related affiliations to a third party without express approval from the customer, unless required to do so by law. In the event we are legally required to share confidential information, the customer will be notified of the specific information that was shared.

Should you have any questions regarding the reported results or analytical methods used to derive them, please feel free to contact the laboratory at (626) 454-4782. Thank you for choosing Micron Environmental Labs, Inc. for your testing needs.

Sincerely,

Carlo G. Gamez

Carlo Gamez
Laboratory Director

NG

Micron Environmental Labs, Inc.
3565 Lexington Ave. TEL: 626-454-4782
El Monte, CA 91731 FAX: 626-602-9661

Reference Analytical Methods: 40CFR763 App E to Subpart E
EPA 600/R-93/116
NIST-NVLAP Lab Code No. 200294-0
California ELAP Waterboards Cert. No. 2297
IAS No. ELP-327

Test Report
Bulk Asbestos by PLM

Micron Report No. *10124243*
Report Date: *November 27, 2024*

Cust. Project: *240138 / Downey Unified School District / Pace Lynn Elementary School*
Microscopist: *David Soliman*

Customer: Raul Garcia
Adaptive Building Group, Inc.
1274 Center Court Drive, Suite 112
Covina, CA 91724

Date Collected: 11/25/2024
Date Received: 11/26/2024
Date Analyzed: 11/27/2024
No. of Samples: 86

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
A1 1080527 Layer#: 1 Sample Color: grey	Double Layer Floor Tile (Layer 1) W Classroom A1	No	40% Mineral Filler 60% Organic Binders	
Analyst Comments:				
A1 1080527 Layer#: 2 Sample Color: yellow	Mastic W Classroom A1	No	100% Organic Binders	
Analyst Comments:				
A1 1080527 Layer#: 3 Sample Color: beige	Double Layer Floor Tile (Layer 2) W Classroom A1	No	40% Mineral Filler 60% Organic Binders	
Analyst Comments:				
A1 1080527 Layer#: 4 Sample Color: yellow/black	Mastic W Classroom A1	Yes	2% Chrysotile 98% Organic Binders	
Analyst Comments:				
A2 1080528 Layer#: 1 Sample Color: grey	Double Layer Floor Tile (Layer 1) NW Classroom A1	No	40% Mineral Filler 60% Organic Binders	
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124243*
Microscopist: *David Soliman*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
A2 1080528 Layer#: 2 Sample Color: yellow	Mastic NW Classroom A1	No	100% Organic Binders	
Analyst Comments:				
A2 1080528 Layer#: 3 Sample Color: beige	Double Layer Floor Tile (Layer 2) NW Classroom A1	No	40% Mineral Filler 60% Organic Binders	
Analyst Comments:				
A2 1080528 Layer#: 4 Sample Color: yellow/black	Mastic NW Classroom A1	Yes	2% Chrysotile 98% Organic Binders	X
Analyst Comments:				
A3 1080529 Layer#: 1 Sample Color: grey	Triple Layer Floor Tile (Layer 1) NE Classroom A1	No	40% Mineral Filler 60% Organic Binders	
Analyst Comments:				
A3 1080529 Layer#: 2 Sample Color: yellow	Mastic NE Classroom A1	No	100% Organic Binders	
Analyst Comments:				
A3 1080529 Layer#: 3 Sample Color: beige	Triple Layer Floor Tile (Layer 2) NE Classroom A1	No	40% Mineral Filler 60% Organic Binders	
Analyst Comments:				
A3 1080529 Layer#: 4 Sample Color: yellow	Mastic NE Classroom A1	No	100% Organic Binders	
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124243*
Microscopist: *David Soliman*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
A3 1080529 Layer#: 5 Sample Color: tan Analyst Comments:	Triple Layer Floor Tile (Layer 3) NE Classroom A1	Yes	2% Chrysotile 38% Mineral Filler 60% Organic Binders	
A3 1080529 Layer#: 6 Sample Color: black Analyst Comments:	Mastic NE Classroom A1	No	100% Organic Binders	
B4 1080530 Layer#: 1 Sample Color: grey Analyst Comments:	Gray 4 inch Base Cove SE Classroom A1	No	100% Organic Binders	
B4 1080530 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue SE Classroom A1	No	100% Organic Binders	
B5 1080531 Layer#: 1 Sample Color: grey Analyst Comments:	Gray 4 inch Base Cove NE Classroom A1	No	100% Organic Binders	X
B5 1080531 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue NE Classroom A1	No	100% Organic Binders	
B6 1080532 Layer#: 1 Sample Color: grey Analyst Comments:	Gray 4 inch Base Cove NW Classroom A1	No	100% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124243*
Microscopist: *David Soliman*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
B6 1080532 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue NW Classroom A1	No	100% Organic Binders	
C7 1080533 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall S Classroom A1	Yes	<1% Chrysotile 99% Mineral Filler	
C8 1080534 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall E Classroom A1	Yes	<1% Chrysotile 99% Mineral Filler	
C9 1080535 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall W Classroom A1	Yes	<1% Chrysotile 99% Mineral Filler	X
D10 1080536 Layer#: 1 Sample Color: grey Analyst Comments:	4 Inch Base Cove S Classroom A2	No	100% Organic Binders	
D10 1080536 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue S Classroom A2	No	100% Organic Binders	
D11 1080537 Layer#: 1 Sample Color: grey Analyst Comments:	4 Inch Base Cove E Classroom A2	No	100% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124243*
Microscopist: *David Soliman*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
D11 1080537 Layer#: 2	Glue E Classroom A2	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
D12 1080538 Layer#: 1	4 Inch Base Cove W Classroom A2	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
D12 1080538 Layer#: 2	Glue W Classroom A2	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
E13 1080539 Layer#:	White Plaster Wall S Classroom A2	Yes	<1% Chrysotile 99% Mineral Filler	X
Sample Color: white				
Analyst Comments:				
E14 1080540 Layer#:	White Plaster Wall E Classroom A2	Yes	<1% Chrysotile 99% Mineral Filler	
Sample Color: white				
Analyst Comments:				
E15 1080541 Layer#:	White Plaster Wall W Classroom A2	Yes	<1% Chrysotile 99% Mineral Filler	
Sample Color: white				
Analyst Comments:				
F16 1080542 Layer#: 1	Single Layer Floor Tile E Classroom A2	No	40% Mineral Filler 60% Organic Binders	
Sample Color: grey				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124243*
Microscopist: *David Soliman*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
F16 1080542 Layer#: 2	Mastic E Classroom A2	No	100% Organic Binders	
Sample Color: brown				
Analyst Comments:				
F17 1080543 Layer#: 1	Single Layer Floor Tile S Classroom A2	No	40% Mineral Filler 60% Organic Binders	
Sample Color: grey				
Analyst Comments:				
F17 1080543 Layer#: 2	Mastic S Classroom A2	No	100% Organic Binders	
Sample Color: brown				
Analyst Comments:				
F18 1080544 Layer#: 1	Single Layer Floor Tile W Classroom A2	No	40% Mineral Filler 60% Organic Binders	
Sample Color: grey				
Analyst Comments:				
F18 1080544 Layer#: 2	Mastic W Classroom A2	No	100% Organic Binders	
Sample Color: brown				
Analyst Comments:				
G19 1080545 Layer#: 1	4 Inch Base Cove NW Classroom A3	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
G19 1080545 Layer#: 2	Glue NW Classroom A3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124243*
Microscopist: *David Soliman*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
G20 1080546 Layer#: 1 Sample Color: grey Analyst Comments:	4 Inch Base Cove N Classroom A3	No	100% Organic Binders	X
G20 1080546 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue N Classroom A3	No	100% Organic Binders	
G21 1080547 Layer#: 1 Sample Color: grey Analyst Comments:	4 Inch Base Cove NE Classroom A3	No	100% Organic Binders	
G21 1080547 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue NE Classroom A3	No	100% Organic Binders	
H22 1080548 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall E Classroom A3	Yes	<1% Chrysotile 99% Mineral Filler	
H23 1080549 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall N Classroom A3	Yes	<1% Chrysotile 99% Mineral Filler	
H24 1080550 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall S Classroom A3	Yes	<1% Chrysotile 99% Mineral Filler	

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124243*
Microscopist: *David Soliman*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
I25 1080551 Layer#: 1	4 Inch Base Cove SE Classroom A3	No	100% Organic Binders	
Sample Color: brown				
Analyst Comments:				
I25 1080551 Layer#: 2	Glue SE Classroom A3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
I26 1080552 Layer#: 1	4 Inch Base Cove E Classroom A3	No	100% Organic Binders	X
Sample Color: brown				
Analyst Comments:				
I26 1080552 Layer#: 2	Glue E Classroom A3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
I27 1080553 Layer#: 1	4 Inch Base Cove NE Classroom A3	No	100% Organic Binders	
Sample Color: brown				
Analyst Comments:				
I27 1080553 Layer#: 2	Glue NE Classroom A3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
J28 1080554 Layer#: 1	4 Inch Black Base Cove NE Classroom A3	No	100% Organic Binders	
Sample Color: black				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124243*
Microscopist: *David Soliman*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
J28 1080554 Layer#: 2	Glue NE Classroom A3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
J29 1080555 Layer#: 1	4 Inch Black Base Cove E Classroom A3	No	100% Organic Binders	
Sample Color: black				
Analyst Comments:				
J29 1080555 Layer#: 2	Glue E Classroom A3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
J30 1080556 Layer#: 1	4 Inch Black Base Cove W Classroom A3	No	100% Organic Binders	
Sample Color: black				
Analyst Comments:				
J30 1080556 Layer#: 2	Glue W Classroom A3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
K31 1080557 Layer#: 1	Double Layer Floor Tile (Layer 1) SW Classroom A3	No	90% Mineral Filler 10% Organic Binders	
Sample Color: grey				
Analyst Comments:				
K31 1080557 Layer#: 2	Mastic SW Classroom A3	No	100% Organic Binders	
Sample Color: yellow				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124243*
Microscopist: *David Soliman*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
K31 1080557 Layer#: 3 Sample Color: white Analyst Comments:	Double Layer Floor Tile (Layer 2) SW Classroom A3	No	2% Cellulose 90% Mineral Filler 8% Organic Binders	
K31 1080557 Layer#: 4 Sample Color: yellow Analyst Comments:	Mastic SW Classroom A3	No	100% Organic Binders	
K32 1080558 Layer#: 1 Sample Color: grey Analyst Comments:	Double Layer Floor Tile (Layer 1) W Classroom A3	No	90% Mineral Filler 10% Organic Binders	
K32 1080558 Layer#: 2 Sample Color: yellow Analyst Comments:	Mastic W Classroom A3	No	100% Organic Binders	
K32 1080558 Layer#: 3 Sample Color: white Analyst Comments:	Double Layer Floor Tile (Layer 2) W Classroom A3	No	2% Cellulose 90% Mineral Filler 8% Organic Binders	
K32 1080558 Layer#: 4 Sample Color: yellow Analyst Comments:	Mastic W Classroom A3	No	100% Organic Binders	
K33 1080559 Layer#: 1 Sample Color: grey Analyst Comments:	Double Layer Floor Tile (Layer 1) NE Classroom A3	No	90% Mineral Filler 10% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124243*
Microscopist: *David Soliman*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
K33 1080559 Layer#: 2 Sample Color: yellow Analyst Comments:	Mastic NE Classroom A3	No	100% Organic Binders	
K33 1080559 Layer#: 3 Sample Color: white Analyst Comments:	Double Layer Floor Tile (Layer 2) NE Classroom A3	No	2% Cellulose 90% Mineral Filler 8% Organic Binders	
K33 1080559 Layer#: 4 Sample Color: yellow/black Analyst Comments:	Mastic NE Classroom A3	Yes	2% Chrysotile 98% Organic Binders	
L34 1080560 Layer#: Sample Color: grey Analyst Comments:	White Plaster Wall E Classroom A4	No	100% Mineral Filler	X
L35 1080561 Layer#: Sample Color: grey Analyst Comments:	White Plaster Wall S Classroom A4	No	100% Mineral Filler	X
L36 1080562 Layer#: Sample Color: grey Analyst Comments:	White Plaster Wall W Classroom A4	No	100% Mineral Filler	X
M37 1080563 Layer#: 1 Sample Color: grey Analyst Comments:	Single Layer Floor Tile SW Classroom A4	No	90% Mineral Filler 10% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124243*
Microscopist: *David Soliman*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
M37 1080563 Layer#: 2 Sample Color: black Analyst Comments:	Mastic SW Classroom A4	No	100% Organic Binders	
M38 1080564 Layer#: 1 Sample Color: grey Analyst Comments:	Single Layer Floor Tile W Classroom A4	No	90% Mineral Filler 10% Organic Binders	
M38 1080564 Layer#: 2 Sample Color: black Analyst Comments:	Mastic W Classroom A4	No	100% Organic Binders	
M39 1080565 Layer#: 1 Sample Color: grey Analyst Comments:	Single Layer Floor Tile NE Classroom A4	No	90% Mineral Filler 10% Organic Binders	
M39 1080565 Layer#: 2 Sample Color: black Analyst Comments:	Mastic NE Classroom A4	Yes	2% Chrysotile 98% Organic Binders	
N40 1080566 Layer#: 1 Sample Color: grey Analyst Comments:	4 Inch Gray Base Cove SE Classroom A4	No	98% Mineral Filler 2% Organic Binders	
N40 1080566 Layer#: 2 Sample Color: white Analyst Comments:	Mastic SE Classroom A4	No	100% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124243*
Microscopist: *David Soliman*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
N41 1080567 Layer#: 1 Sample Color: grey	4 Inch Gray Base Cove NE Classroom A4	No	98% Mineral Filler 2% Organic Binders	
Analyst Comments:				
N41 1080567 Layer#: 2 Sample Color: white	Mastic NE Classroom A4	No	100% Organic Binders	
Analyst Comments:				
N42 1080568 Layer#: 1 Sample Color: grey	4 Inch Gray Base Cove W Classroom A4	No	98% Mineral Filler 2% Organic Binders	
Analyst Comments:				
N42 1080568 Layer#: 2 Sample Color: white	Mastic W Classroom A4	No	100% Organic Binders	
Analyst Comments:				

Microscopist: _____

The limit of detection for this test method is less than one percent (<1%) asbestos by calibrated visual area estimate.

Micron Environmental Labs, Inc.
3565 Lexington Avenue
El Monte, California 91731
tel:(626) 454-4782
fax:(626) 602-9661

1 *(Lab use only) Due By* WED. 11/27

Micron Ref No. 10124243

Request for Laboratory Services

2 Customer Contact Information	3 Customer Project Information
Contact Name	Project # and/or Reference Name: 240138 / 11-25-24
Company: Adaptive	4 How would you like to receive your results?
Address	E-mail ☐ Address
Phone # Fax#	Verbal ☐ Phone#
E-mail Address:	Fax ☐ Fax#

5 Turnaround & Special Instructions

Number of Samples Submitted: 42

Turnaround Time Requested: ☐ Normal (3-5 Days) ☑ Next Day ☐ Same Day ☐ Other

Special Instructions: ☐ Don't Analyze Blanks ☑ Analyze All Samples ☐ Stop at 1st Positive

6 Service(s) Requested

Asbestos and Sample Particle Analysis

- ☑ Bulk Sample Analysis by PLM*
- ☐ Tapelift Analysis by PLM*
- ☐ Bulk Sample Analysis by Point Count*
  - ☐ 400 points
  - ☐ 1000 points
- ☐ Air Sample Analysis by PCM**

Lead Analysis by Flame Atomic Absorption Specroscopy***

- ☐ Air Cartridge Sample
- ☐ Paint Chip Sample
- ☐ Wipe Sample
- ☐ Soil Sample
- ☐ Miscellaneous Solids

Microbiology - Fungi/Mold and Bacteria

- ☐ Fungi, Direct Exam, Quantitative
  Spore Trap (Air-O-Cell, Allergenco-D, etc.)
- ☐ Fungi, Direct Exam, Qualitative
  circle: Tape Lift / Swab / Bulk
- ☐ Bacteria/Sewage Screen, Swabs
  Colilert®, Enterolert®
  Includes: E. coli, Tot. Coliforms, Enterococci

7 *Lab Use Only* ☐ *Reject/Cannot Not Accept Samples*

Lab Sample ID No.s 1080523 - 1080568

Results Reported: Sent By: Reviewed By: Invoice No.

Date__/__/__ Time__ verbal fax email__ LH # Contracted

Date__/__/__ Time__ verbal fax email__ # Analyzed / QCd /

Date__/__/__ Time__ verbal fax email__ COD ☐

Customer Communications — *Initials* — *Time/Date*

8 Chain of Custody

Relinquished By (Signature)	Received By (Signature)	Time (at hand-off)	Date	*Delivery Method, circle (if not walk-in)*
Armando Garcia	Joanne Jimenez	12:23pm	11/26/24	*Mail / Dropbox / Return*
				Mail / Dropbox / Return
				Mail / Dropbox / Return
				Mail / Dropbox / Return

Customer is responsible for ensuring that all samples have been preserved according to the appropriate and applicable methodology.

Test method IDs: *EPA 600/R-93/116 and/or EPA 600/M4-82-020; **NIOSH7400 A-rules; ***EPA 3050Bequiv/7420, NIOSH 7082 for Pb in Air

10124243

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary School

Date: 11/25/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ 24 HR X 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
A	1	Double layer Floor tile with Mastic	W	Classrm A1	NF	~945 SF
↓	2	↓	NW	↓	↓	↓
↓	3	Triple layer Floor tile w/ Mastic	NE	↓	↓	↓
B	4	Gray 4 inch Base cove w/ glue	SE	↓	↓	~124 LF
↓	5	↓	NE	↓	↓	↓
↓	6	↓	NW	↓	↓	↓
C	7	White Plaster wall	S	↓	F	~770 SF
↓	8	↓	E	↓	↓	↓
↓	9	↓	W	↓	↓	↓
D	10	4 inch Base cove w/ glue	S	Classrm 142	NF	~124 SF

Relinquished By	Ramon de Garcia	Date 11/25/24	Time 12:20 pm
Received By	Lorraine Guevara	Date 11/26/24	Time 12:23 pm

10124243

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary School

Date: 11/25/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ 24 HR (X) 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
D	11	4inch Base cove w/ glue	E	Classroom A2	NF	~124 SF
↓	12	↓	W		↓	↓
E	13	White Plaster Wall	S		F	~770 SF
↓	14	↓	E		↓	↓
↓	15	↓	W		↓	↓
F	16	Single layer floor tile w/ mastic	E		NF	~945 SF
↓	17	↓	S		↓	↓
↓	18	↓	W	↓	↓	↓
G	19	4inch gray Base cove w/ glue	NW	Classroom A3	↓	~35 LF
↓	20	↓	N	↓	↓	↓

Relinquished By	Armando Garcia	Date 11/25/24	Time 12:20 PM
Received By	Lorraine Guerrero Lorraine Guerrero	Date 11/26/24	Time 12:23 pm

10124243

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: DUSD

Project Location: Pace Lynn ES

Date: 11/25/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ 24 HR X 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
G	21	4inch gray Basecove w/ glue	NE	Classroom A3	NF	~35 LF
H	22	White Plaster Wall	E	↓	F	~770SF
↓	23	↓	N	↓	↓	↓
↓	24	↓	S	↓	↓	↓
I	25	4inch Brown Basecove w/ glue	SE	↓	NF	~35 LF
↓	26	↓	E	↓	↓	↓
↓	27	↓	NE	↓	↓	↓
J	28	4inch Black Base cove w/ mastic	NE	↓	↓	~54 LF
↓	29	↓	E	↓	↓	↓
↓	30	↓	W	↓	↓	↓

Relinquished By	Armando Garcia	Date 11/25/24	Time 12:20 PM
Received By	Annarie Guerra Lorraine Guerra	Date 11/26/24	Time 12:23 pm

10124243

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary School

Date: 11/25/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ 24 HR X 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
N	41	4inch gray Base cove W/Mastic	NE	Classroom A4	NF	~124 LF
↓	42	↓	W	↓	↓	↓

Relinquished By	Armando Garcia	Date 11/25/24	Time 12:70pm
Received By	Ronnie Guerra Lorraine Guerrero	Date 11/26/24	Time 12:23 pm

10124243

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary school

Date: 11/25/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ (24 HR X) 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
K	31	Double layer Floor tile w/ Mastic	SW	Classroom A3	NF	~945 SF
↓	32	↓	W	↓	↓	↓
↓	33	↓	NE	↓	↓	↓
L	34	White Plaster Wall	E	Classroom A4	F	~770 SF
↓	35	↓	S	↓	↓	↓
↓	36	↓	W	↓	↓	↓
M	37	Single Floor tile w/ Mastic	SW	↓	NF	~950 SF
↓	38	↓	W	↓	↓	↓
↓	39	↓	NE	↓	↓	↓
N	40	4 inch grey Base cove w/ Mastic	SE	↓	↓	~124 LF

Relinquished By	Amanda Garcia	Date 11/25/24	Time 12:20 pm
Received By	[illegible] Loraine Briones	Date 11/26/24	Time 12:23 pm

Micron Environmental Labs, Inc.

3565 Lexington Ave • El Monte, California 91731 • Phone (626) 454-4782 • Fax (626) 602-9661

Report Date: November 27, 2024

Adaptive Building Group, Inc.
Attn: Raul Garcia
1274 Center Court Drive, Suite 112
Covina, CA 91724

Subject: PLM Report for Analysis of Bulk Samples
Laboratory Report #: 10124244
Client Reference: 240138 / Downey Unified School District / Pace Lynn Elementary School

Dear Mr. Garcia,

This report is a summary of the analytical results for 66 bulk sample(s) received by the laboratory on 11/26/2024.

The analyses were conducted using polarized light microscopy (PLM) in accordance with EPA Test Method 600/M4-82-020 as of The Determination of Asbestos in Bulk Insulation Samples as presented in 40 CFR Appendix E to Subpart E of Part 763 (7-01-07 Edition) and EPA Interim Test Method 600/R-93/116 (July 1993). Quantification of percent content is by Calibrated Visual Estimation (CVES) expressed in units of percent area. Samples that contain distinct separable layers are analyzed by layer unless a composite has been requested. The laboratory analyzes samples submitted according to the customer submitted sample log and will analyze additional layers (when observed) upon request. CVES are calibrated using standard reference materials as part of the laboratory's internal and external quality control and proficiency programs. Micron Environmental recommends the use of Transmission Electron Microscopy (TEM) for samples comprised of non-friable organic binder when asbestos is not detected by PLM, as fibers may exist in these matrices but below the resolution capability of the polarized light microscope.

Micron Environmental labs, Inc. is accredited by the NIST National Voluntary Laboratory Accreditation Program (NVLAP), laboratory code 200294-0 and California's Environmental Laboratory Accreditation Program (Waterboards), laboratory code 2297, International Accreditation Service (IAS) 2016 TNI-2 for this analysis. Micron Environmental Labs, Inc. is responsible for the accuracy in this report, but is not liable for the accuracy of sample information supplied to us by the customer or for the interpretation of this report. Samples are tested in as-received condition and may be affected by external factors and/or handling prior to submittal to Micron. Unless otherwise noted, samples were received in acceptable condition. Samples are retained for a period of thirty days unless otherwise specified or requested by the customer.

This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST, IAS or any agency of the US Government. Micron Environmental Laboratories, Inc. is committed to customer confidentiality and will not share information regarding this report or related affiliations to a third party without express approval from the customer, unless required to do so by law. In the event we are legally required to share confidential information, the customer will be notified of the specific information that was shared.

Should you have any questions regarding the reported results or analytical methods used to derive them, please feel free to contact the laboratory at (626) 454-4782. Thank you for choosing Micron Environmental Labs, Inc. for your testing needs.

Sincerely,

Carlo G. Gamez

Carlo Gamez
Laboratory Director

Micron Environmental Labs, Inc.
3565 Lexington Ave. TEL: 626-454-4782
El Monte, CA 91731 FAX: 626-602-9661

Reference Analytical Methods: 40CFR763 App E to Subpart E
EPA 600/R-93/116
NIST-NVLAP Lab Code No. 200294-0
California ELAP Waterboards Cert. No. 2297
IAS No. ELP-327

Test Report
Bulk Asbestos by PLM

Micron Report No. *10124244*
Report Date: *November 27, 2024*

Cust. Project: *240138 / Downey Unified School District / Pace Lynn Elementary School*
Microscopist: *Rasha Abdelmalak*

Customer: Raul Garcia
Adaptive Building Group, Inc.
1274 Center Court Drive, Suite 112
Covina, CA 91724

Date Collected: 11/26/2024
Date Received: 11/26/2024
Date Analyzed: 11/27/2024
No. of Samples: 66

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
P01 1080569 Layer#:	White Plaster Wall SW Classroom B1	No	2% Cellulose 95% Mineral Filler 3% Organic Binders	X
Sample Color: white				
Analyst Comments:				
P02 1080570 Layer#:	White Plaster Wall SE Classroom B1	No	2% Cellulose 95% Mineral Filler 3% Organic Binders	
Sample Color: white				
Analyst Comments:				
P03 1080571 Layer#:	White Plaster Wall NE Classroom B1	No	2% Cellulose 95% Mineral Filler 3% Organic Binders	
Sample Color: white				
Analyst Comments:				
P04 1080572 Layer#:	White Plaster Wall NW Classroom B2	No	2% Cellulose 95% Mineral Filler 3% Organic Binders	
Sample Color: white				
Analyst Comments:				
P05 1080573 Layer#:	White Plaster Wall NE Classroom B2	No	2% Cellulose 95% Mineral Filler 3% Organic Binders	
Sample Color: white				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124244*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
P06 1080574 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall NW Classroom B2	No	2% Cellulose 95% Mineral Filler 3% Organic Binders	
P07 1080575 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall NW Classroom B3	No	2% Cellulose 95% Mineral Filler 3% Organic Binders	
P08 1080576 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall NW Classroom B3	No	2% Cellulose 95% Mineral Filler 3% Organic Binders	
P09 1080577 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall SE Classroom B3	No	2% Cellulose 95% Mineral Filler 3% Organic Binders	
P10 1080578 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall NW Classroom B4	No	2% Cellulose 95% Mineral Filler 3% Organic Binders	
P11 1080579 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall NW Classroom B4	No	2% Cellulose 95% Mineral Filler 3% Organic Binders	
P12 1080580 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall SE Classroom B4	No	2% Cellulose 95% Mineral Filler 3% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124244*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T01 1080581 Layer#: 1 Sample Color: grey Analyst Comments:	12"x12" Black/Grey Pebbled VFT W Classroom B1	No	100% Organic Binders	
T01 1080581 Layer#: 2 Sample Color: black Analyst Comments:	Mastic W Classroom B1	Yes	2% Chrysotile 98% Organic Binders	
T02 1080582 Layer#: 1 Sample Color: grey Analyst Comments:	12"x12" Black/Grey Pebbled VFT SE Classroom B1	No	100% Organic Binders	X
T02 1080582 Layer#: 2 Sample Color: black Analyst Comments:	Mastic SE Classroom B1	Yes	2% Chrysotile 98% Organic Binders	
T03 1080583 Layer#: 1 Sample Color: grey Analyst Comments:	12"x12" Black/Grey Pebbled VFT NE Classroom B1	No	100% Organic Binders	
T03 1080583 Layer#: 2 Sample Color: black Analyst Comments:	Mastic NE Classroom B1	No	100% Organic Binders	
T04 1080584 Layer#: 1 Sample Color: grey Analyst Comments:	12"x12" Grey/Black Pebbled VFT SW Classroom B2	No	100% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124244*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T04 1080584 Layer#: 2 Sample Color: black Analyst Comments:	Mastic SW Classroom B2	No	100% Organic Binders	
T05 1080585 Layer#: 1 Sample Color: grey Analyst Comments:	12"x12" Black/Grey Pebbled VFT N Classroom B2	No	100% Organic Binders	
T05 1080585 Layer#: 2 Sample Color: black Analyst Comments:	Mastic N Classroom B2	No	100% Organic Binders	
T06 1080586 Layer#: 1 Sample Color: grey Analyst Comments:	12"x12" Black/Grey Pebbled VFT E Classroom B2	No	100% Organic Binders	
T06 1080586 Layer#: 2 Sample Color: black Analyst Comments:	Mastic E Classroom B2	Yes	2% Chrysotile 98% Organic Binders	
T07 1080587 Layer#: 1 Sample Color: grey Analyst Comments:	(Double Layered) 12"x12" Grey/Black Pebbled VFT S Classroom B3	No	20% Mineral Filler 80% Organic Binders	X
T07 1080587 Layer#: 2 Sample Color: beige Analyst Comments:	Mastic S Classroom B3	Yes	2% Chrysotile 98% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124244*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T07 1080587 Layer#: 3	(Double Layered) 12"x12" Grey/Black Pebbled VFT S Classroom B3	No	20% Mineral Filler 80% Organic Binders	
Sample Color: tan				
Analyst Comments:				
T07 1080587 Layer#: 4	Mastic S Classroom B3	No	100% Organic Binders	
Sample Color: beige				
Analyst Comments:				
T08 1080588 Layer#: 1	(Double Layered) 12"x12" Grey/Black Pebbled VFT NE Classroom B3	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				
T08 1080588 Layer#: 2	Mastic NE Classroom B3	No	100% Organic Binders	
Sample Color: beige				
Analyst Comments:				
T08 1080588 Layer#: 3	(Double Layered) 12"x12" Grey/Black Pebbled VFT NE Classroom B3	No	20% Mineral Filler 80% Organic Binders	
Sample Color: tan				
Analyst Comments:				
T08 1080588 Layer#: 4	Mastic NE Classroom B3	No	100% Organic Binders	
Sample Color: beige				
Analyst Comments:				
T09 1080589 Layer#: 1	(Double Layered) 12"x12" Grey/Black Pebbled VFT E Classroom B3	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124244*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T09 1080589 Layer#: 2 Sample Color: beige Analyst Comments:	Mastic E Classroom B3	No	100% Organic Binders	
T09 1080589 Layer#: 3 Sample Color: tan Analyst Comments:	(Double Layered) 12"x12" Grey/Black Pebbled VFT E Classroom B3	No	20% Mineral Filler 80% Organic Binders	
T09 1080589 Layer#: 4 Sample Color: beige Analyst Comments:	Mastic E Classroom B3	No	100% Organic Binders	
T10 1080590 Layer#: 1 Sample Color: grey Analyst Comments:	12"x12" Grey/Black Pebbled VFT N Classroom B4	No	20% Mineral Filler 80% Organic Binders	
T10 1080590 Layer#: 2 Sample Color: black Analyst Comments:	Mastic N Classroom B4	Yes	2% Chrysotile 98% Organic Binders	X
T11 1080591 Layer#: 1 Sample Color: grey Analyst Comments:	12"x12" Grey/Black Pebbled VFT NE Classroom B4	No	20% Mineral Filler 80% Organic Binders	
T11 1080591 Layer#: 2 Sample Color: black Analyst Comments:	Mastic NE Classroom B4	No	100% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124244*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T12 1080592 Layer#: 1 Sample Color: grey Analyst Comments:	12"x12" Grey/Black Pebbled VFT S Classroom B4	No	20% Mineral Filler 80% Organic Binders	
T12 1080592 Layer#: 2 Sample Color: black Analyst Comments:	Mastic S Classroom B4	Yes	2% Chrysotile 98% Organic Binders	
B01 1080593 Layer#: 1 Sample Color: grey Analyst Comments:	4 inch Grey Basecove SE Classroom B1	No	100% Organic Binders	
B01 1080593 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue SE Classroom B1	No	100% Organic Binders	
B02 1080594 Layer#: 1 Sample Color: grey Analyst Comments:	4 inch Grey Basecove E Classroom B1	No	100% Organic Binders	
B02 1080594 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue E Classroom B1	No	100% Organic Binders	
B03 1080595 Layer#: 1 Sample Color: grey Analyst Comments:	4 inch Grey Basecove N Classroom B1	No	100% Organic Binders	X

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124244*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
B03 1080595 Layer#: 2	Glue N Classroom B1	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B04 1080596 Layer#: 1	4 inch Grey Basecove W Classroom B2	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B04 1080596 Layer#: 2	Glue W Classroom B2	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B05 1080597 Layer#: 1	4 inch Grey Basecove N Classroom B2	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B05 1080597 Layer#: 2	Glue N Classroom B2	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B06 1080598 Layer#: 1	4 inch Grey Basecove SE Classroom B2	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B06 1080598 Layer#: 2	Glue SE Classroom B2	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124244*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
B07 1080599 Layer#: 1 Sample Color: grey Analyst Comments:	4 inch Grey Basecove E Classroom B3	No	100% Organic Binders	
B07 1080599 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue E Classroom B3	No	100% Organic Binders	
B08 1080600 Layer#: 1 Sample Color: grey Analyst Comments:	4 inch Grey Basecove SE Classroom B3	No	100% Organic Binders	
B08 1080600 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue SE Classroom B3	No	100% Organic Binders	X
B09 1080601 Layer#: 1 Sample Color: grey Analyst Comments:	4 inch Grey Basecove W Classroom B3	No	100% Organic Binders	
B09 1080601 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue W Classroom B3	No	100% Organic Binders	
B10 1080602 Layer#: 1 Sample Color: grey Analyst Comments:	4 inch Grey Basecove NW Classroom B4	No	100% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Nov 27, 2024*
Micron Report No.: *10124244*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
B10 1080602 Layer#: 2	Glue NW Classroom B4	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B11 1080603 Layer#: 1	4 inch Grey Basecove W Classroom B4	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B11 1080603 Layer#: 2	Glue W Classroom B4	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B12 1080604 Layer#: 1	4 inch Grey Basecove E Classroom B4	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B12 1080604 Layer#: 2	Glue E Classroom B4	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				

Microscopist: Rasha Abdelmalak

The limit of detection for this test method is less than one percent (<1%) asbestos by calibrated visual area estimate.

Micron Environmental Labs, Inc.
3565 Lexington Avenue
El Monte, California 91731
tel:(626) 454-4782
fax:(626) 602-9661

1 *(Lab use only) Due By* WED. 11/27

Micron Ref No. 10124 244

Request for Laboratory Services

2 **Customer Contact Information**

Contact Name
Company Adaptive
Address
Phone # Fax#
E-mail Address:

3 **Customer Project Information**

Project # and/or Reference Name 240138 / 11-26-24

4 **How would you like to receive your results?**

E-mail ☐ Address
Verbal ☐ Phone#
Fax ☐ Fax#

5 **Turnaround & Special Instructions**

Number of Samples Submitted 36

Turnaround Time Requested ☐ Normal (3-5 Days) ☑ Next Day ☐ Same Day ☐ Other

Special Instructions ☐ Don't Analyze Blanks ☑ Analyze All Samples ☐ Stop at 1st Positive

6 **Service(s) Requested**

Asbestos and Sample Particle Analysis

- ☑ Bulk Sample Analysis by PLM*
- ☐ Tapelift Analysis by PLM*
- ☐ Bulk Sample Analysis by Point Count*
  - ☐ 400 points
  - ☐ 1000 points
- ☐ Air Sample Analysis by PCM**

Lead Analysis by Flame Atomic Absorption Specroscopy***

- ☐ Air Cartridge Sample
- ☐ Paint Chip Sample
- ☐ Wipe Sample
- ☐ Soil Sample
- ☐ Miscellaneous Solids

Microbiology - Fungi/Mold and Bacteria

- ☐ Fungi, Direct Exam, Quantitative
  Spore Trap (Air-O-Cell, Allergenco-D, etc.)
- ☐ Fungi, Direct Exam, Qualitative
  circle : Tape Lift / Swab / Bulk
- ☐ Bacteria/Sewage Screen, Swabs
  Colilert®, Enterolert®
  Includes: E. coli, Tot. Coliforms, Enterococci

7 ***Lab Use Only*** ☐ *Reject/Cannot Not Accept Samples*

Lab Sample ID No.s 1080569 - 1080604

Results Reported: **Sent By:** **Reviewed By:** Invoice No.

Date____/____/____ Time____ verbal fax email ____ ____ # Contracted ____

Date____/____/____ Time____ verbal fax email ____ ____ # Analyzed / QCd 1

Date____/____/____ Time____ verbal fax email ____ ____ COD ☐

Customer Communications	***Initials***	***Time/Date***
Job accepted at (5)		

8 **Chain of Custody**

Relinquished By (Signature)	Received By (Signature)	Time (at hand-off)	Date	*Delivery Method , circle (if not walk-in)*
Armando Garcia	Ronnie Guerrero	12:23pm	11/26/24	*Mail / Dropbox / Return*
				Mail / Dropbox / Return
				Mail / Dropbox / Return
				Mail / Dropbox / Return

Customer is responsible for ensuring that all samples have been preserved according to the appropriate and applicable methodology.

Test method IDs: *EPA 600/R-93/116 and/or EPA 600/M4-82-020; **NIOSH7400 A-rules; ***EPA 3050Bequiv/7420, NIOSH 7082 for Pb in Air

10124244

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary school

Date: 11/26/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ 24 HR X 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
P	01	White Plaster Wall	SW	Classroom B1	NF	~770 SF
↓	02	↓	SE	↓	↓	↓
↓	03	↓	NE	↓	↓	↓
↓	04	↓	NW	Classroom B2	↓	~770 SF
↓	05	↓	NE	↓	↓	↓
↓	06	↓	NW	↓	↓	↓
↓	07	↓	NW	Classroom B3	↓	~770 SF
↓	08	↓	NW	↓	↓	↓
↓	09	↓	SE	↓	↓	↓
↓	10	↓	NW	Classroom B4	↓	~770 SF

Relinquished By	Armando Garcia	Date 11/26/24	Time 12:22 PM
Received By	Lorraine Guerrero	Date 11/26/24	Time 12:23 pm

10124244

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary School

Date: 11/26/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ 24 HR X 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
P	11	White Plaster Wall	NW	Classroom B4	NF	~770 SF
↓	12	↓	SE	↓		↓
T	01	12"x12" Black/grey pebbled VAT w/ Mastic	W	Classroom B1		~945 SF
	02		SE			
	03		NE	↓		↓
	04		SW	Classroom B2		~945 SF
	05		N			
	06	↓	E	↓		
	07	(Double layer) 12"x12" grey/black pebbled VAT w/ Mastic	S	Classroom B3		~945 SF
↓	08	↓	NE	↓	↓	↓

Relinquished By	Armando Garcia	Date	11/26/24	Time	12:22 PM
Received By	Loraine Guerrero	Date	11/26/24	Time	12:23 PM

10124244

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary school

Date: 11/26/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ 24 HR (X) 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
T	09	(Double Layer) 12"x12" grey/Black pebbled VFT w/ Mastic	E	Classroom B3	NF	~945 SF
↓	10	12"x12" grey/Black Pebbled VFT w/ Mastic	N	Classroom B4	↓	~945 SF
↓	11	↓	NE	↓	↓	↓
↓	12	↓	S	↓	↓	↓
B	01	4inch grey Base cove w/ glue	SE	Classroom B1	↓	~124 LF
↓	02	↓	E	↓	↓	↓
↓	03	↓	N	↓	↓	↓
↓	04	↓	W	Classroom B2	↓	~124 LF
↓	05	↓	N	↓	↓	↓
↓	06	↓	SE	↓	↓	↓

Relinquished By	Armando Garcia	Date 11/26/24	Time 12:22 PM
Received By	Kimani Gunn Lorraine Figueroa	Date 11/26/24	Time 12:23 PM

10124244

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary school

Date: 11/26/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ 24 HR X 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
B	07	4inch grey Basecove W/ glue	E	Classroom B3	NF	~124 LF
↓	08	↓	SE	↓	↓	↓
↓	09	↓	W	↓	↓	↓
↓	10	↓	NW	classroom B4	↓	~124 LF
↓	11	↓	W	↓	↓	↓
↓	12	↓	E	↓	↓	↓

Relinquished By	Amando Garcia	Date 11/26/24	Time 12:22 pm
Received By	Lorraine Guevara	Date 11/26/24	Time 12:23 pm

Micron Environmental Labs, Inc.

3565 Lexington Ave • El Monte, California 91731 • Phone (626) 454-4782 • Fax (626) 602-9661

Report Date: December 2, 2024

Adaptive Building Group, Inc.
Attn: Raul Garcia
1274 Center Court Drive, Suite 112
Covina, CA 91724

Subject: PLM Report for Analysis of Bulk Samples
Laboratory Report #: 10124248
Client Reference: 240138 / Downey Unified School District
Pace Lynn Elementary School

Dear Mr. Garcia,

This report is a summary of the analytical results for 72 bulk sample(s) received by the laboratory on 11/27/2024.

The analyses were conducted using polarized light microscopy (PLM) in accordance with EPA Test Method 600/M4-82-020 as of The Determination of Asbestos in Bulk Insulation Samples as presented in 40 CFR Appendix E to Subpart E of Part 763 (7-01-07 Edition) and EPA Interim Test Method 600/R-93/116 (July 1993). Quantification of percent content is by Calibrated Visual Estimation (CVES) expressed in units of percent area. Samples that contain distinct separable layers are analyzed by layer unless a composite has been requested. The laboratory analyzes samples submitted according to the customer submitted sample log and will analyze additional layers (when observed) upon request. CVES are calibrated using standard reference materials as part of the laboratory's internal and external quality control and proficiency programs. Micron Environmental recommends the use of Transmission Electron Microscopy (TEM) for samples comprised of non-friable organic binder when asbestos is not detected by PLM, as fibers may exist in these matrices but below the resolution capability of the polarized light microscope.

Micron Environmental labs, Inc. is accredited by the NIST National Voluntary Laboratory Accreditation Program (NVLAP), laboratory code 200294-0 and California's Environmental Laboratory Accreditation Program (Waterboards), laboratory code 2297, International Accreditation Service (IAS) 2016 TNI-2 for this analysis. Micron Environmental Labs, Inc. is responsible for the accuracy in this report, but is not liable for the accuracy of sample information supplied to us by the customer or for the interpretation of this report. Samples are tested in as-received condition and may be affected by external factors and/or handling prior to submittal to Micron. Unless otherwise noted, samples were received in acceptable condition. Samples are retained for a period of thirty days unless otherwise specified or requested by the customer.

This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST, IAS or any agency of the US Government. Micron Environmental Laboratories, Inc. is committed to customer confidentiality and will not share information regarding this report or related affiliations to a third party without express approval from the customer, unless required to do so by law. In the event we are legally required to share confidential information, the customer will be notified of the specific information that was shared.

Should you have any questions regarding the reported results or analytical methods used to derive them, please feel free to contact the laboratory at (626) 454-4782. Thank you for choosing Micron Environmental Labs, Inc. for your testing needs.

Sincerely,

Carlo G. Gamez

Carlo Gamez
Laboratory Director

Micron Environmental Labs, Inc.
3565 Lexington Ave. TEL: 626-454-4782
El Monte, CA 91731 FAX: 626-602-9661

Reference Analytical Methods: 40CFR763 App E to Subpart E
EPA 600/R-93/116
NIST-NVLAP Lab Code No. 200294-0
California ELAP Waterboards Cert. No. 2297
IAS No. ELP-327

Test Report
Bulk Asbestos by PLM

Micron Report No. *10124248*
Report Date: *December 2, 2024*

Cust. Project: *240138 / Downey Unified School District*
Pace Lynn Elementary School

Microscopist: *Rasha Abdelmalak*

Customer: Raul Garcia
Adaptive Building Group, Inc.
1274 Center Court Drive, Suite 112
Covina, CA 91724

Date Collected: 11/27/2024
Date Received: 11/27/2024
Date Analyzed: 12/2/2024
No. of Samples: 72

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
P01 1080742	White Plaster Wall SE Classroom C1	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				
P02 1080743	White Plaster Wall SE Classroom C1	No	100% Mineral Filler	X
Layer#:				
Sample Color:	white			
Analyst Comments:				
P03 1080744	White Plaster Wall NE Classroom C1	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				
P04 1080745	White Plaster Wall SE Classroom C2	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				
P05 1080746	White Plaster Wall SE Classroom C2	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 2, 2024*
Micron Report No.: *10124248*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
P06 1080747	White Plaster Wall NW Classroom C2	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				
P07 1080748	White Plaster Wall NE Classroom C3	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				
P08 1080749	White Plaster Wall NW Classroom C3	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				
P09 1080750	White Plaster Wall SE Classroom C3	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				
P10 1080751	White Plaster Wall SE Classroom C4	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				
P11 1080752	White Plaster Wall E Classroom C4	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				
P12 1080753	White Plaster Wall NW Classroom C4	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 2, 2024*
Micron Report No.: *10124248*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
B01 1080754 Layer#: 1	4 Inch Grey Basecove SW Classroom C1	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B01 1080754 Layer#: 2	Glue SW Classroom C1	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B02 1080755 Layer#: 1	4 Inch Grey Basecove NE Classroom C1	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B02 1080755 Layer#: 2	Glue NE Classroom C1	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B03 1080756 Layer#: 1	4 Inch Grey Basecove W Classroom C1	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B03 1080756 Layer#: 2	Glue W Classroom C1	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B04 1080757 Layer#: 1	4 Inch Grey Basecove NE Classroom C2	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 2, 2024*
Micron Report No.: *10124248*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
B04 1080757 Layer#: 2	Glue NE Classroom C2	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B05 1080758 Layer#: 1	4 Inch Grey Basecove N Classroom C2	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B05 1080758 Layer#: 2	Glue N Classroom C2	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B06 1080759 Layer#: 1	4 Inch Grey Basecove S Classroom C2	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B06 1080759 Layer#: 2	Glue S Classroom C2	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B07 1080760 Layer#: 1	4 Inch Grey Basecove S Classroom C3	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B07 1080760 Layer#: 2	Glue S Classroom C3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 2, 2024*
Micron Report No.: *10124248*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
B08 1080761 Layer#: 1	4 Inch Grey Basecove W Classroom C3	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B08 1080761 Layer#: 2	Glue W Classroom C3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B09 1080762 Layer#: 1	4" Grey Basecove NE Classroom C3	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B09 1080762 Layer#: 2	Glue NE Classroom C3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B10 1080763 Layer#: 1	4" Grey Basecove E Classroom C4	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B10 1080763 Layer#: 2	Glue E Classroom C4	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B11 1080764 Layer#: 1	4" Grey Basecove S Classroom C4	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 2, 2024*
Micron Report No.: *10124248*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
B11 1080764 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue S Classroom C4	No	100% Organic Binders	
B12 1080765 Layer#: 1 Sample Color: grey Analyst Comments:	4" Grey Basecove NW Classroom C4	No	100% Organic Binders	X
B12 1080765 Layer#: 2 Sample Color: offwhite Analyst Comments:	Glue NW Classroom C4	No	100% Organic Binders	X
T01 1080766 Layer#: 1 Sample Color: grey Analyst Comments:	12" x 12" Black/Grey Pebbled VFT NE Classroom C1	No	20% Mineral Filler 80% Organic Binders	
T01 1080766 Layer#: 2 Sample Color: brown Analyst Comments:	Mastic NE Classroom C1	Yes	<1% Chrysotile 99% Organic Binders	
T02 1080767 Layer#: 1 Sample Color: grey Analyst Comments:	12" x 12" Black/Grey Pebbled VFT NW Classroom C1	No	20% Mineral Filler 80% Organic Binders	X
T02 1080767 Layer#: 2 Sample Color: brown Analyst Comments:	Mastic NW Classroom C1	Yes	2% Chrysotile 98% Organic Binders	X

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 2, 2024*
Micron Report No.: *10124248*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T03 1080768 Layer#: 1 Sample Color: grey Analyst Comments:	12" x 12" Black/Grey Pebbled VFT SW Classroom C1	No	20% Mineral Filler 80% Organic Binders	
T03 1080768 Layer#: 2 Sample Color: brown Analyst Comments:	Mastic SW Classroom C1	No	100% Organic Binders	
T04 1080769 Layer#: 1 Sample Color: grey Analyst Comments:	12" x 12" Black/Grey Pebbled VFT W Classroom C2	No	20% Mineral Filler 80% Organic Binders	
T04 1080769 Layer#: 2 Sample Color: brown Analyst Comments:	Mastic W Classroom C2	Yes	2% Chrysotile 98% Organic Binders	
T05 1080770 Layer#: 1 Sample Color: grey Analyst Comments:	12" x 12" Black/Grey Pebbled VFT NW Classroom C2	No	20% Mineral Filler 80% Organic Binders	
T05 1080770 Layer#: 2 Sample Color: brown Analyst Comments:	Mastic NW Classroom C2	Yes	<1% Chrysotile 99% Organic Binders	
T06 1080771 Layer#: 1 Sample Color: grey Analyst Comments:	12" x 12" Black/Grey Pebbled VFT NE Classroom C2	No	20% Mineral Filler 80% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 2, 2024*
Micron Report No.: *10124248*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T06 1080771 Layer#: 2	Mastic NE Classroom C2	No	100% Organic Binders	
Sample Color: brown				
Analyst Comments:				
T07 1080772 Layer#: 1	12" x 12" Black/Grey Pebbled VFT E Classroom C3	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				
T07 1080772 Layer#: 2	Mastic E Classroom C3	No	100% Organic Binders	
Sample Color: brown				
Analyst Comments:				
T08 1080773 Layer#: 1	12" x 12" Black/Grey Pebbled VFT SE Classroom C3	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				
T08 1080773 Layer#: 2	Mastic SE Classroom C3	Yes	2% Chrysotile 98% Organic Binders	
Sample Color: brown				
Analyst Comments:				
T09 1080774 Layer#: 1	12" x 12" Black/Grey Pebbled VFT W Classroom C3	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				
T09 1080774 Layer#: 2	Mastic W Classroom C3	No	100% Organic Binders	
Sample Color: brown				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 2, 2024*
Micron Report No.: *10124248*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T10 1080775 Layer#: 1 Sample Color: grey Analyst Comments:	(Double Layer) 12" x 12" Black/Grey Pebbled VFT NW Classroom C4	No	20% Mineral Filler 80% Organic Binders	X
T10 1080775 Layer#: 2 Sample Color: beige Analyst Comments:	Mastic NW Classroom C4	Yes	<1% Chrysotile 99% Organic Binders	X
T10 1080775 Layer#: 3 Sample Color: beige Analyst Comments:	(Double Layer) 12" x 12" Black/Grey Pebbled VFT NW Classroom C4	No	20% Mineral Filler 80% Organic Binders	
T10 1080775 Layer#: 4 Sample Color: beige Analyst Comments:	Mastic NW Classroom C4	No	100% Organic Binders	
T10 1080775 Layer#: 5 Sample Color: grey Analyst Comments:	(Double Layer) 12" x 12" Black/Grey Pebbled VFT NW Classroom C4	Yes	2% Chrysotile 18% Mineral Filler 80% Organic Binders	
T10 1080775 Layer#: 6 Sample Color: black Analyst Comments:	Mastic NW Classroom C4	Yes	2% Chrysotile 98% Organic Binders	
T11 1080776 Layer#: 1 Sample Color: grey Analyst Comments:	(Double Layer) 12" x 12" Black/Grey Pebbled VFT NE Classroom C4	No	20% Mineral Filler 80% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 2, 2024*
Micron Report No.: *10124248*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T11 1080776 Layer#: 2 Sample Color: beige Analyst Comments:	Mastic NE Classroom C4	No	100% Organic Binders	
T11 1080776 Layer#: 3 Sample Color: beige Analyst Comments:	(Double Layer) 12" x 12" Black/Grey Pebbled VFT NE Classroom C4	No	20% Mineral Filler 80% Organic Binders	
T11 1080776 Layer#: 4 Sample Color: beige Analyst Comments:	Mastic NE Classroom C4	No	100% Organic Binders	
T11 1080776 Layer#: 5 Sample Color: grey Analyst Comments:	(Double Layer) 12" x 12" Black/Grey Pebbled VFT NE Classroom C4	Yes	2% Chrysotile 18% Mineral Filler 80% Organic Binders	
T11 1080776 Layer#: 6 Sample Color: black Analyst Comments:	Mastic NE Classroom C4	Yes	2% Chrysotile 98% Organic Binders	
T12 1080777 Layer#: 1 Sample Color: grey Analyst Comments:	(Double Layer) 12" x 12" Black/Grey Pebbled VFT SW Classroom C4	No	20% Mineral Filler 80% Organic Binders	
T12 1080777 Layer#: 2 Sample Color: beige Analyst Comments:	Mastic SW Classroom C4	No	100% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 2, 2024*
Micron Report No.: *10124248*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T12 1080777 Layer#: 3 Sample Color: beige Analyst Comments:	(Double Layer) 12" x 12" Black/Grey Pebbled VFT SW Classroom C4	No	20% Mineral Filler 80% Organic Binders	
T12 1080777 Layer#: 4 Sample Color: beige Analyst Comments:	Mastic SW Classroom C4	No	100% Organic Binders	
T12 1080777 Layer#: 5 Sample Color: grey Analyst Comments:	(Double Layer) 12" x 12" Black/Grey Pebbled VFT SW Classroom C4	Yes	2% Chrysotile 18% Mineral Filler 80% Organic Binders	
T12 1080777 Layer#: 6 Sample Color: black Analyst Comments:	Mastic SW Classroom C4	Yes	2% Chrysotile 98% Organic Binders	

Microscopist: Rasha Abdelmalak

The limit of detection for this test method is less than one percent (<1%) asbestos by calibrated visual area estimate.

10124248

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary school

Date: 11/27/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ 24 HR X 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
P	01	White Plaster Wall	SE	Classroom C1	NF	~770 SF
↓	02	↓	SE	↓	↓	↓
↓	03	↓	NE	↓	↓	↓
↓	04	↓	SE	Classroom C2	↓	~770 SF
↓	05	↓	SE	↓	↓	↓
↓	06	↓	NW	↓	↓	↓
↓	07	↓	NE	Classroom C3	↓	~770 SF
↓	08	↓	NW	↓	↓	↓
↓	09	↓	SE	↓	↓	↓
↓	10	↓	SE	Classroom C4	↓	~770 SF

Relinquished By	Armando Garcia	Date 11/27/24	Time 1:06 PM
Received By	Lorraine Guerrero Norma Guzman	Date 11/27/24	Time 1:07 pm

10124248

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary School

Date: 11/27/24 Sampled By: R. Garcia

Project Number: 240138 Priority: 24 HR (X) 72 HR

Analytical Method: PLM: X TEM: Other: Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
P	11	White Plaster wall	E	Classroom C4	NF	~770SF
↓	12	↓	NW	↓		↓
B	01	4inch grey Base cove w/ glue	SW	Classroom C1		~124LF
	02		NE			
	03		W	↓		↓
	04		NE	Classroom C2		~124LF
	05		N			
	06		S	↓		↓
	07		S	Classroom C3		~124LF
↓	08	↓	W	↓	↓	↓

Relinquished By	Armando Garcia	Date 11/27/24	Time 1:06 PM
Received By	Adriana Jimenez Lorraine Fuentes	Date 11/27/24	Time 1:07 PM

10124248

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified school District

Project Location: Pace Lynn Elementary School

Date: 11/27/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ 24 HR X 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
B	09	4" grey Base cove w/ glue	NE	Classroom C3	NF	~124 LF
↓	10	↓	E	Classroom C4	↓	~124 LF
↓	11	↓	S	↓	↓	↓
↓	12	↓	NW	↓	↓	↓
T	01	12"x12" black/grey Pebbled VFT w/ Mastic	NE	Classroom C1	↓	~945 SF
↓	02	↓	NW	↓	↓	↓
↓	03	↓	SW	↓	↓	↓
↓	04	↓	W	Classroom C2	↓	~945 SF
↓	05	↓	NW	↓	↓	↓
↓	06	↓	NE	↓	↓	↓

Relinquished By	Amanda Garcia	Date 11/27/24	Time 1:06pm
Received By	Lorraine Guevara	Date 11/27/24	Time 1:07 pm

10124248

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary school

Date: 11/27/24 Sampled By: R. Garcia

Project Number: 240138 Priority: 24 HR X 72 HR

Analytical Method: PLM: X TEM: Other: Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
T	07	12"x12" Black/grey Pebbled VFT w/ Mastic	E	Classroom C3	NF	~945 SF
↓	08	↓	SE	↓	↓	↓
↓	09	↓	W	↓	↓	↓
↓	10	(Double layer) 12"x12" Black/grey Pebbled VFT w/ Mastic	NW	Classroom C4	↓	~945 SF
↓	11	↓	NE	↓	↓	↓
↓	12	↓	SW	↓	↓	↓

Relinquished By	Amanda Garcia	Date 11/27/24	Time 1:06 pm
Received By	Karina Lorraine Guerrero	Date 11/27/24	Time 1:07 pm

Micron Environmental Labs, Inc.

3565 Lexington Ave • El Monte, California 91731 • Phone (626) 454-4782 • Fax (626) 602-9661

Report Date: December 3, 2024

Adaptive Building Group, Inc.
Attn: Raul Garcia
1274 Center Court Drive, Suite 112
Covina, CA 91724

Subject: PLM Report for Analysis of Bulk Samples
Laboratory Report #: 10124249
Client Reference: 240138 / Downey Unified School District
Pace Lynn Elementary School

Dear Mr. Garcia,

This report is a summary of the analytical results for 77 bulk sample(s) received by the laboratory on 12/2/2024.

The analyses were conducted using polarized light microscopy (PLM) in accordance with EPA Test Method 600/M4-82-020 as of The Determination of Asbestos in Bulk Insulation Samples as presented in 40 CFR Appendix E to Subpart E of Part 763 (7-01-07 Edition) and EPA Interim Test Method 600/R-93/116 (July 1993). Quantification of percent content is by Calibrated Visual Estimation (CVES) expressed in units of percent area. Samples that contain distinct separable layers are analyzed by layer unless a composite has been requested. The laboratory analyzes samples submitted according to the customer submitted sample log and will analyze additional layers (when observed) upon request. CVES are calibrated using standard reference materials as part of the laboratory's internal and external quality control and proficiency programs. Micron Environmental recommends the use of Transmission Electron Microscopy (TEM) for samples comprised of non-friable organic binder when asbestos is not detected by PLM, as fibers may exist in these matrices but below the resolution capability of the polarized light microscope.

Micron Environmental labs, Inc. is accredited by the NIST National Voluntary Laboratory Accreditation Program (NVLAP), laboratory code 200294-0 and California's Environmental Laboratory Accreditation Program (Waterboards), laboratory code 2297, International Accreditation Service (IAS) 2016 TNI-2 for this analysis. Micron Environmental Labs, Inc. is responsible for the accuracy in this report, but is not liable for the accuracy of sample information supplied to us by the customer or for the interpretation of this report. Samples are tested in as-received condition and may be affected by external factors and/or handling prior to submittal to Micron. Unless otherwise noted, samples were received in acceptable condition. Samples are retained for a period of thirty days unless otherwise specified or requested by the customer.

This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST, IAS or any agency of the US Government. Micron Environmental Laboratories, Inc. is committed to customer confidentiality and will not share information regarding this report or related affiliations to a third party without express approval from the customer, unless required to do so by law. In the event we are legally required to share confidential information, the customer will be notified of the specific information that was shared.

Should you have any questions regarding the reported results or analytical methods used to derive them, please feel free to contact the laboratory at (626) 454-4782. Thank you for choosing Micron Environmental Labs, Inc. for your testing needs.

Sincerely,

Carlo G. Gamez

Carlo Gamez
Laboratory Director

Micron Environmental Labs, Inc.
3565 Lexington Ave. TEL: 626-454-4782
El Monte, CA 91731 FAX: 626-602-9661

Reference Analytical Methods: 40CFR763 App E to Subpart E
EPA 600/R-93/116
NIST-NVLAP Lab Code No. 200294-0
California ELAP Waterboards Cert. No. 2297
IAS No. ELP-327

Test Report
Bulk Asbestos by PLM

Micron Report No. *10124249*
Report Date: *December 3, 2024*

Cust. Project: *240138 / Downey Unified School District*
Pace Lynn Elementary School

Microscopist: *Rasha Abdelmalak*

Customer: Raul Garcia
Adaptive Building Group, Inc.
1274 Center Court Drive, Suite 112
Covina, CA 91724

Date Collected: 11/29/2024
Date Received: 12/2/2024
Date Analyzed: 12/2/2024
No. of Samples: 77

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
P01 1080806	White Plaster Wall SE Classroom D1	No	100% Mineral Filler	X
Layer#:				
Sample Color:	white			
Analyst Comments:				
P02 1080807	White Plaster Wall N Classroom D1	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				
P03 1080808	White Plaster Wall NW Classroom D1	No	100% Mineral Filler	X
Layer#:				
Sample Color:	white			
Analyst Comments:				
P04 1080809	White Plaster Wall SW Classroom D2	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				
P05 1080810	White Plaster Wall NE Classroom D2	No	100% Mineral Filler	
Layer#:				
Sample Color:	white			
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 3, 2024*
Micron Report No.: *10124249*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
P06 1080811 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall NW Classroom D2	No	100% Mineral Filler	
P07 1080812 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall NW Classroom D3	No	100% Mineral Filler	
P08 1080813 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall NW Classroom D3	No	100% Mineral Filler	X
P09 1080814 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall NE Classroom D3	No	100% Mineral Filler	
P10 1080815 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall NE Classroom D4	No	100% Mineral Filler	
P11 1080816 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall W Classroom D4	No	100% Mineral Filler	X
P12 1080817 Layer#: Sample Color: white Analyst Comments:	White Plaster Wall NW Classroom D4	No	100% Mineral Filler	

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 3, 2024*
Micron Report No.: *10124249*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
B01 1080818 Layer#: 1	4" Grey Basecove SE Classroom D2	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B01 1080818 Layer#: 2	Glue SE Classroom D2	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B02 1080819 Layer#: 1	4" Grey Basecove N Classroom D2	No	100% Organic Binders	X
Sample Color: grey				
Analyst Comments:				
B02 1080819 Layer#: 2	Glue N Classroom D2	No	100% Organic Binders	X
Sample Color: offwhite				
Analyst Comments:				
B03 1080820 Layer#: 1	4" Grey Basecove E Classroom D2	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B03 1080820 Layer#: 2	Glue E Classroom D2	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B04 1080821 Layer#: 1	4" Grey Basecove W Classroom D3	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 3, 2024*
Micron Report No.: *10124249*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
B04 1080821 Layer#: 2	Glue W Classroom D3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B05 1080822 Layer#: 1	4" Grey Basecove SE Classroom D3	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B05 1080822 Layer#: 2	Glue SE Classroom D3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B06 1080823 Layer#: 1	4" Grey Basecove N Classroom D3	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B06 1080823 Layer#: 2	Glue N Classroom D3	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B07 1080824 Layer#: 1	4" Grey Basecove E Classroom D4	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B07 1080824 Layer#: 2	Glue E Classroom D4	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 3, 2024*
Micron Report No.: *10124249*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
B08 1080825 Layer#: 1	4" Grey Basecove N Classroom D4	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B08 1080825 Layer#: 2	Glue N Classroom D4	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
B09 1080826 Layer#: 1	4" Grey Basecove NW Classroom D4	No	100% Organic Binders	
Sample Color: grey				
Analyst Comments:				
B09 1080826 Layer#: 2	Glue NW Classroom D4	No	100% Organic Binders	
Sample Color: offwhite				
Analyst Comments:				
T01 1080827 Layer#: 1	12"x12" Brown VFT S Classroom D1 Under Carpet	Yes	2% Chrysotile 18% Mineral Filler 80% Organic Binders	
Sample Color: brown				
Analyst Comments:				
T01 1080827 Layer#: 2	Mastic S Classroom D1 Under Carpet	Yes	2% Chrysotile 98% Organic Binders	
Sample Color: black				
Analyst Comments:				
T01 1080827 Layer#: 3	Glue S Classroom D1 Under Carpet	No	100% Organic Binders	
Sample Color: yellow				
Analyst Comments: No backing.				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 3, 2024*
Micron Report No.: *10124249*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T02 1080828 Layer#: 1	12"x12" Brown VFT SW Classroom D1 Under Carpet	Yes	2% Chrysotile 18% Mineral Filler 80% Organic Binders	
Sample Color: brown				
Analyst Comments:				
T02 1080828 Layer#: 2	Mastic SW Classroom D1 Under Carpet	Yes	2% Chrysotile 98% Organic Binders	
Sample Color: black				
Analyst Comments:				
T02 1080828 Layer#: 3	Backing SW Classroom D1 Under Carpet	No	100% Foam	
Sample Color: black				
Analyst Comments:				
T02 1080828 Layer#: 4	Glue SW Classroom D1 Under Carpet	No	100% Organic Binders	
Sample Color: yellow				
Analyst Comments:				
T03 1080829 Layer#: 1	12"x12" Brown VFT W Classroom D1 Under Carpet	Yes	2% Chrysotile 18% Mineral Filler 80% Organic Binders	
Sample Color: black				
Analyst Comments:				
T03 1080829 Layer#: 2	Mastic W Classroom D1 Under Carpet	Yes	2% Chrysotile 98% Organic Binders	
Sample Color: black				
Analyst Comments:				
T03 1080829 Layer#: 3	Backing W Classroom D1 Under Carpet	No	100% Foam	
Sample Color: black				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 3, 2024*
Micron Report No.: *10124249*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T03 1080829 Layer#: 4	Glue W Classroom D1 Under Carpet	No	100% Organic Binders	
Sample Color: yellow				
Analyst Comments:				
T04 1080830 Layer#: 1	(Double Layered) 12"x12" Brown & Grey Pebbled VFT SE Classroom 1	Yes	2% Chrysotile 18% Mineral Filler 80% Organic Binders	
Sample Color: brown				
Analyst Comments:				
T04 1080830 Layer#: 2	Mastic SE Classroom D1	Yes	2% Chrysotile 98% Organic Binders	
Sample Color: black				
Analyst Comments:				
T04 1080830 Layer#: 3	(Double Layered) 12"x12" Brown & Grey Pebbled VFT SE Classroom D1	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				
T04 1080830 Layer#: 4	Mastic SE Classroom D1	No	100% Organic Binders	
Sample Color: green				
Analyst Comments:				
T05 1080831 Layer#: 1	(Double Layered) 12"x12" Brown & Grey Pebbled VFT NE Classroom D1	Yes	2% Chrysotile 18% Mineral Filler 80% Organic Binders	
Sample Color: brown				
Analyst Comments:				
T05 1080831 Layer#: 2	Mastic NE Classroom D1	Yes	2% Chrysotile 98% Organic Binders	
Sample Color: black				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 3, 2024*
Micron Report No.: *10124249*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T05 1080831 Layer#: 3 Sample Color: grey Analyst Comments:	(Double Layered) 12"x12" Brown & Grey Pebbled VFT NE Classroom D1	No	20% Mineral Filler 80% Organic Binders	
T05 1080831 Layer#: 4 Sample Color: green Analyst Comments:	Mastic NE Classroom D1	No	100% Organic Binders	
T06 1080832 Layer#: 1 Sample Color: brown Analyst Comments:	(Double Layered) 12"x12" Brown & Grey Pebbled VFT E Classroom D1	Yes	2% Chrysotile 18% Mineral Filler 80% Organic Binders	
T06 1080832 Layer#: 2 Sample Color: black Analyst Comments:	Mastic E Classroom D1	Yes	2% Chrysotile 98% Organic Binders	
T06 1080832 Layer#: 3 Sample Color: grey Analyst Comments:	(Double Layered) 12"x12" Brown & Grey Pebbled VFT E Classroom D1	No	20% Mineral Filler 80% Organic Binders	
T06 1080832 Layer#: 4 Sample Color: green Analyst Comments:	Mastic E Classroom D1	No	100% Organic Binders	
T07 1080833 Layer#: 1 Sample Color: tan Analyst Comments:	12"x12" Tan VFT NE Classroom D1	Yes	2% Chrysotile 18% Mineral Filler 80% Organic Binders	

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 3, 2024*
Micron Report No.: *10124249*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T07 1080833 Layer#: 2 Sample Color: brown Analyst Comments:	Glue NE Classroom D1	No	100% Organic Binders	
T08 1080834 Layer#: 1 Sample Color: tan Analyst Comments:	12"x12" Tan VFT NE Classroom D1	Yes	2% Chrysotile 18% Mineral Filler 80% Organic Binders	
T08 1080834 Layer#: 2 Sample Color: brown Analyst Comments:	Glue NE Classroom D1	No	100% Organic Binders	
T09 1080835 Layer#: 1 Sample Color: tan Analyst Comments:	12"x12" Tan VFT NE Classroom D1	Yes	2% Chrysotile 18% Mineral Filler 80% Organic Binders	
T09 1080835 Layer#: 2 Sample Color: brown Analyst Comments:	Glue NE Classroom D1	No	100% Organic Binders	
T10 1080836 Layer#: 1 Sample Color: grey Analyst Comments:	12"x12" Grey/Black VFT NE Classroom D2	No	20% Mineral Filler 80% Organic Binders	X
T10 1080836 Layer#: 2 Sample Color: beige Analyst Comments:	Mastic NE Classroom D2	No	100% Organic Binders	X

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 3, 2024*
Micron Report No.: *10124249*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T11 1080837 Layer#: 1	12"x12" Grey/Black VFT W Classroom D2	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				
T11 1080837 Layer#: 2	Mastic W Classroom D2	Yes	<1% Chrysotile 99% Organic Binders	
Sample Color: beige				
Analyst Comments:				
T12 1080838 Layer#: 1	12"x12" Grey/Black VFT SE Classroom D2	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				
T12 1080838 Layer#: 2	Mastic SE Classroom D2	Yes	<1% Chrysotile 99% Organic Binders	
Sample Color: beige				
Analyst Comments:				
T13 1080839 Layer#: 1	12"x12" Grey/Black VFT W Classroom D3	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				
T13 1080839 Layer#: 2	Mastic W Classroom D3	Yes	<1% Chrysotile 99% Organic Binders	
Sample Color: beige				
Analyst Comments:				
T14 1080840 Layer#: 1	12"x12" Grey/Black VFT N Classroom D3	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 3, 2024*
Micron Report No.: *10124249*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T14 1080840 Layer#: 2	Mastic N Classroom D3	No	100% Organic Binders	
Sample Color: beige				
Analyst Comments:				
T15 1080841 Layer#: 1	12"x12" Grey/Black VFT SE Classroom D3	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				
T15 1080841 Layer#: 2	Mastic SE Classroom D3	Yes	2% Chrysotile 99% Organic Binders	
Sample Color: beige				
Analyst Comments:				
T16 1080842 Layer#: 1	12"x12" Grey/Black VFT SW Classroom D4	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				
T16 1080842 Layer#: 2	Mastic SW Classroom D4	Yes	2% Chrysotile 99% Organic Binders	
Sample Color: beige				
Analyst Comments:				
T17 1080843 Layer#: 1	12"x12" Grey/Black VFT N Classroom D4	No	20% Mineral Filler 80% Organic Binders	
Sample Color: grey				
Analyst Comments:				
T17 1080843 Layer#: 2	Mastic N Classroom D4	No	100% Organic Binders	
Sample Color: beige				
Analyst Comments:				

Test Report
Bulk Asbestos by PLM

Report Date: *Dec 3, 2024*
Micron Report No.: *10124249*
Microscopist: *Rasha Abdelmalak*

Cust ID No. / Micron ID No.	Client Sample Description / Location	Asbestos Detected?	Analytical Results	QC'd?
T18 1080844 Layer#: 1 Sample Color: grey Analyst Comments:	12"x12" Grey/Black VFT E Classroom D4	No	20% Mineral Filler 80% Organic Binders	
T18 1080844 Layer#: 2 Sample Color: beige Analyst Comments:	Mastic E Classroom D4	Yes	2% Chrysotile 99% Organic Binders	

Microscopist: Rasha Abdelmalak

The limit of detection for this test method is less than one percent (<1%) asbestos by calibrated visual area estimate.

10124249

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary School

Date: 11/29/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ (24 HR X) 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
P	01	White Plaster Wall	SE	Classroom D1	NF	~770SF
↓	02	↓	N	↓	↓	↓
↓	03	↓	NW	↓	↓	↓
↓	04	↓	SW	Classroom D2	↓	~770 SF
↓	05	↓	NE	↓	↓	↓
↓	06	↓	NW	↓	↓	↓
↓	07	↓	NW	Classroom D3	↓	~770 SF
↓	08	↓	NW	↓	↓	↓
↓	09	↓	NE	↓	↓	↓
↓	10	↓	NE	Classroom D4	↓	~770 SF

Relinquished By	Amanda Garcia	Date 11/29/24	Time 2:40 PM
Received By	Lorraine Guerrero	Date 12/02/24	Time 8:00 AM

10124249

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary School

Date: 11/29/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ 24 HR X 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
P	11	White Plaster Wall	W	Classroom D4	NF	~770 SF
↓	12	↓	NW	↓		↓
B	01	4" grey Basecove w/ glue	SE	Classroom D2		~124 LF
	02		N			
	03		E	↓		↓
	04		W	Classroom D3		~124 LF
	05		SE			
	06		N	↓		↓
	07		E	Classroom D4		~124 LF
↓	08	↓	N	↓	↓	↓

Relinquished By	Amanda Rocco	Date 11/29/24	Time 12:40 pm
Received By	Loraine Guerrero Loraine Guerrero	Date 12/02/24	Time 8:00 am

10124249

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified school District

Project Location: Pace lynn Elementary school

Date: 11/29/24 Sampled By: R. Garcia

Project Number: 240138 Priority: ____ 24 HR X 72 HR ____

Analytical Method: PLM: X TEM: ____ Other: ____ Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
B	09	4" grey Basecover w/ glue	NW	Classroom D4	NF	~124LF
T	01	12"x12" Brown VFT w/ Mastic under carpet	S	Classroom D1	↓	~552sF
↓	02	↓	SW	↓	↓	↓
↓	03	↓	W	↓	↓	↓
↓	04	(Double layer) 12"x12" Brown & Grey Pebbled VFT w/ Mastic	SE	↓	↓	~25 sF
↓	05	↓	NE	↓	↓	↓
↓	06	↓	E	↓	↓	↓
↓	07	12"x12" Tan VFT w/ glue	NE	↓	↓	~165 sF
↓	08	↓	NE	↓	↓	↓
↓	09	↓	NE	↓	↓	↓

Relinquished By	Armando Garcia	Date 11/29/24	Time 12:40 pm
Received By	Lorraine Guevara Lorraine Guevara	Date 12/02/24	Time 8:00 am

10124249

ADAPTIVE Building Group

ASBESTOS BULK SAMPLE SHEET

Client Name: Downey Unified School District

Project Location: Pace Lynn Elementary School

Date: 11/29/24 Sampled By: R. Garcia

Project Number: 240138 Priority: 24 HR (X) 72 HR

Analytical Method: PLM: X TEM: Other: Email to: ABGResults@adaptive-corp.com

HA NUMBER	SAMPLE NUMBER	MATERIAL DESCRIPTION (Size/Color)	SAMPLE LOCATION	MATERIAL LOCATION	CONDITION F/NF	QUANTITY
T	10	12"x12" Grey/ Black VFT w/ Mastic	NE	Classroom D2	NF	~945sF
↓	11	↓	W	↓	↓	↓
↓	12	↓	SE	↓	↓	↓
↓	13	↓	W	Classroom D3	↓	~945 sF
↓	14	↓	N	↓	↓	↓
↓	15	↓	SE	↓	↓	↓
↓	16	↓	SW	Classroom D4	↓	~945 sF
↓	17	↓	N	↓	↓	↓
↓	18	↓	E	↓	↓	↓

Relinquished By	Amanda Garcia	Date 11/29/24	Time 12:40 pm
Received By	Leanne Jimenez Corrine Cuevas	Date 12/02/24	Time 8:00 am

APPENDIX B

LEAD PAINT CHIP RESULTS

Prep and Analytical Method: EPA SW846 3050, EPA 7420
ERA No: M088869
CA ELAP Certificate No.: 2297
IAS #: ELP-32

Micron Environmental Labs, Inc.

3565 Lexington Av.
El Monte, CA 91731

Micron Ref. No.: 10124239
Date: 11/27/2024

Lead (Pb) in Paint - Summary Results

Project: 240138 - DUSD - Pace Lynn ES

Analyst: Joseph Facundo

Name: Adaptive Building Group
Address: 1274 Center Court Drive, Suite 112
City, State, Zip: Covina, CA 91724

Date Collected: 11/25/2024
Date Received: 11/26/2024
Date Analyzed: 11/27/2024
No. of samples: **8**

Sample No.	Sample Description	Sample Mass (g)	Vol. (ml)	Dil. Factor	Conc. (mg/L)	Results	
						mg/kg (ppm)	% weight
PB-01	Classroom A1 - S	0.1015	25	1	0.73	**179**	**0.018**
PB-02	Classroom A1 - NE	0.1024	25	1	< 0.40	**< 100**	**< 0.010**
PB-03	Classroom A2 - W	0.1041	25	1	1.31	**315**	**0.032**
PB-04	Classroom A2 - N	0.1004	25	1	1.22	**303**	**0.030**
PB-05	Classroom A3 - NS	0.1006	25	1	< 0.40	**< 100**	**< 0.010**
PB-06	Classroom A3 - E	0.1017	25	1	< 0.40	**< 100**	**< 0.010**
PB-07	Classroom A4 - SE	0.1064	25	1	< 0.40	**< 100**	**< 0.010**
PB-08	Classroom A4 - W	0.1043	25	1	1.25	**300**	**0.030**

Analyst Signature

Carlo Gamez, Interim Laboratory Director

ppm = parts per million. Reporting Limit = 0.400mg/L or 10ug for a sample volume of 25mL. Method Detection Limit = 0.100mg/L or 2.5ug for a sample volume of 25mL. Reporting limit is volume and wipe area dependent. Laboratory Control Sample (LCS) =93.82%/ Accepted.

10124239

ADAPTIVE Building Group

LEAD BULK SAMPLE LOG

1050 LAKES DRIVE, SUITE 225
WEST COVINA, CA 91790
TEL 626.430.6159

CLIENT: DUSD DATE: 11/25/24

LOCATION: Race Lynn ES PROJECT NUMBER: 240138

SAMPLED BY: Armando Garcia CDPH No: LRC I/A/M - 0000-7469

SAMPLE NUMBER	SAMPLE LOCATION	COMPONENT	COLOR	SUBSTRATE	QUANTITY (SF/LF/EA)
PB-01	Classroom A1 S	Wall	White	Plaster	Approx 770 SF
PB-02	↓ NE	Wall	↓	↓	↓
PB-03	Classroom A2 W	Wall	↓	↓	Approx 770 SF
PB-04	↓ N	Wall	↓	↓	↓
PB-05	Classroom A3 NS	Wall	↓	↓	Approx 770 SF
PB-06	↓ E	Wall	↓	↓	↓
PB-07	Classroom A4 SE	Wall	↓	↓	Approx 770 SF
PB-08	↓ W	Wall	↓	↓	↓

ANALYTICAL METHOD: LEAD: (FLAME AA) TTLC STLC TCLP

TURNAROUND TIME: SAME DAY (24HR) 48 HR 3 DAY

DATA TO: ABG RESULTS E-MAIL: abgresults@adaptive-corp.com

SPECIAL INSTRUCTIONS: _____

CHAIN OF CUSTODY:

1. Armando Garcia — Armando Garcia — 11/25/24
   TRANSFER SIGNATURE — PRINTED NAME — DATE/TIME

2. Lorraine Guevara — Lorraine Guevara — 11/26/24 12:23 pm
   TRANSFER SIGNATURE — PRINTED NAME — DATE/TIME

PAGE 1 OF 1

Prep and Analytical Method: EPA SW846 3050, EPA 7420
ERA No: M088869
CA ELAP Certificate No.: 2297
IAS #: ELP-32

Micron Environmental Labs, Inc.

3565 Lexington Av.
El Monte, CA 91731

Micron Ref. No.: 10124240
Date: 11/27/2024

Lead (Pb) in Paint - Summary Results

Project: 240138 - DUSD - Pace Lynn ES

Analyst: Joseph Facundo

Name: Adaptive Building Group
Address: 1274 Center Court Drive, Suite 112
City, State, Zip: Covina, CA 91724

Date Collected: 11/26/2024
Date Received: 11/26/2024
Date Analyzed: 11/27/2024
No. of samples: **8**

Sample No.	Sample Description	Sample Mass (g)	Vol. (ml)	Dil. Factor	Conc. (mg/L)	Results	
						mg/kg (ppm)	% weight
PB-01	Classroom B1 - N	0.1013	25	1	2.69	**665**	**0.066**
PB-02	Classroom B1 - NW	0.1097	25	1	3.45	**787**	**0.079**
PB-03	Classroom B2 - SE	0.1212	25	1	3.78	**780**	**0.078**
PB-04	Classroom B2 - W	0.1297	25	1	3.51	**676**	**0.068**
PB-05	Classroom B3 - E	0.1021	25	1	2.77	**679**	**0.068**
PB-06	Classroom B3 - NE	0.1081	25	1	3.79	**876**	**0.088**
PB-07	Classroom B4 - S	0.1120	25	1	4.50	**1004**	**0.100**
PB-08	Classroom B4 - N	0.1512	25	1	4.22	**698**	**0.070**

Analyst Signature

Carlo Gamez, Interim Laboratory Director

ppm = parts per million. Reporting Limit = 0.400mg/L or 10ug for a sample volume of 25mL. Method Detection Limit = 0.100mg/L or 2.5ug for a sample volume of 25mL. Reporting limit is volume and wipe area dependent. Laboratory Control Sample (LCS) =93.82%/ Accepted.

10124240

ADAPTIVE Building Group

LEAD BULK SAMPLE LOG

1050 LAKES DRIVE, SUITE 225
WEST COVINA, CA 91790
TEL 626.430.6159

CLIENT: DUSD DATE: 11/26/24

LOCATION: Pace Lynn ES PROJECT NUMBER: 240138

SAMPLED BY: Armando Garcia CDPH No: LRC I/A/M - 0000-7489

SAMPLE NUMBER	SAMPLE LOCATION	COMPONENT	COLOR	SUBSTRATE	QUANTITY (SF/LF/EA)
PB01	Classroom B1 N	Wall	White	Plaster	Approx 770SF
PB02	NW	Wall	White	Plaster	
PB03	Classroom B2 SE	Wall	White	Plaster	Approx 770SF
PB04	W	Wall	White	Plaster	
PB05	Classroom B3 E	Wall	White	Plaster	Approx 770SF
PB06	NE	Wall	White	Plaster	
PB07	Classroom B4 S	Wall	White	Plaster	Approx 770SF
PB08	N	Wall	White	Plaster	

ANALYTICAL METHOD: LEAD: (FLAME AA) TTLC STLC TCLP

TURNAROUND TIME: SAME DAY (24HR) 48 HR 3 DAY

DATA TO: ABG RESULTS E-MAIL: abgresults@adaptive-corp.com

SPECIAL INSTRUCTIONS: _____

CHAIN OF CUSTODY:

1. Armando Garcia (TRANSFER SIGNATURE) Armando Garcia (PRINTED NAME) 11/26/24 (DATE/TIME)

2. Lorraine Guerrero (TRANSFER SIGNATURE) Lorraine Guerrero (PRINTED NAME) 11/26/24 12:23pm (DATE/TIME)

Prep and Analytical Method: EPA SW846 3050, EPA 7420
ERA No: M088869
CA ELAP Certificate No.: 2297
IAS #: ELP-32

Micron Environmental Labs, Inc.

3565 Lexington Av.
El Monte, CA 91731

Micron Ref. No.: 10124247
Date: 12/2/2024

Lead (Pb) in Paint - Summary Results

Project: 24138 - DUSD - Pace Lynn ES

Analyst: Joseph Facundo

Name: Adaptive Building Group
Address: 1274 Center Court Drive, Suite 112
City, State, Zip: Covina, CA 91724

Date Collected: 11/27/2024
Date Received: 11/27/2024
Date Analyzed: 12/2/2024
No. of samples: **8**

Sample No.	Sample Description	Sample Mass (g)	Vol. (ml)	Dil. Factor	Conc. (mg/L)	Results	
						mg/kg (ppm)	% weight
PB-01	Classroom C1 - S	0.1004	25	1	3.26	**811**	**0.081**
PB-02	Classroom C1 - E	0.1074	25	1	5.25	**1222**	**0.122**
PB-03	Classroom C2 - SE	0.1159	25	1	5.25	**1132**	**0.113**
PB-04	Classroom C2 - SW	0.1015	25	1	3.44	**847**	**0.085**
PB-05	Classroom C3 - N	0.1049	25	1	5.69	**1357**	**0.136**
PB-06	Classroom C3 - E	0.1142	25	1	5.85	**1281**	**0.128**
PB-07	Classroom C4 - SE	0.1056	25	1	2.39	**566**	**0.057**
PB-08	Classroom C4 - SW	0.1082	25	1	2.95	**681**	**0.068**

Analyst Signature

Carlo Gamez, Interim Laboratory Director

ppm = parts per million. Reporting Limit = 0.400mg/L or 10ug for a sample volume of 25mL. Method Detection Limit = 0.100mg/L or 2.5ug for a sample volume of 25mL. Reporting limit is volume and wipe area dependent. Laboratory Control Sample (LCS) =97.81%/ Accepted.

10124247

ADAPTIVE Building Group

LEAD BULK SAMPLE LOG

1050 LAKES DRIVE, SUITE 225
WEST COVINA, CA 91790
TEL 626.430.6159

CLIENT: DUSD DATE: 11/27/24

LOCATION: Pace Lynn ES PROJECT NUMBER: 241368

SAMPLED BY: Amanda Garcia CDPH No: LQC I/A/M - 00007489

SAMPLE NUMBER	SAMPLE LOCATION	COMPONENT	COLOR	SUBSTRATE	QUANTITY (SF/LF/EA)
PB-01	Classroom C1 S	Wall	White	Plaster	Approx 770 SF
PB-02	↓ E	↓	↓	↓	↓
PB-03	Classroom C2 SE				
PB-04	↓ SW				
PB-05	Classroom C3 N				
PB-06	↓ E				
PB-07	Classroom C4 SE				
PB-08	↓ SW	↓	↓	↓	↓

ANALYTICAL METHOD: LEAD: (FLAME AA) TTLC STLC TCLP

TURNAROUND TIME: SAME DAY (24HR) 48 HR 3 DAY

DATA TO: ABG RESULTS E-MAIL: abgresults@adaptive-corp.com

SPECIAL INSTRUCTIONS: _____

CHAIN OF CUSTODY:

1. Amanda Garcia (TRANSFER SIGNATURE) Amanda Garcia (PRINTED NAME) 11/27/24 (DATE/TIME)

2. Loraine Guevara (TRANSFER SIGNATURE) Loraine Guevara (PRINTED NAME) 11/27/24 1:07 pm (DATE/TIME)

Prep and Analytical Method: EPA SW846 3050, EPA 7420
ERA No: M088869
CA ELAP Certificate No.: 2297
IAS #: ELP-32

Micron Environmental Labs, Inc.

3565 Lexington Av.
El Monte, CA 91731

Micron Ref. No.: 10124250
Date: 12/3/2024

Lead (Pb) in Paint - Summary Results

Project: 240138 - DUSD - Pace Lynn

Analyst: Joseph Facundo

Name: Adaptive Building Group
Address: 1274 Center Court Drive, Suite 112
City, State, Zip: Covina, CA 91724

Date Collected: 11/29/2024
Date Received: 12/2/2024
Date Analyzed: 12/2/2024
No. of samples: **8**

Sample No.	Sample Description	Sample Mass (g)	Vol. (ml)	Dil. Factor	Conc. (mg/L)	Results	
						mg/kg (ppm)	% weight
PB-01	Classroom D1 - N	0.1346	25	1	1.90	**353**	**0.035**
PB-02	Classroom D1 - W	0.1045	25	1	2.25	**539**	**0.054**
PB-03	Classroom D2 - SW	0.1200	25	1	2.08	**433**	**0.043**
PB-04	Classroom D2 - E	0.1163	25	1	4.37	**939**	**0.094**
PB-05	Classroom D3 - S	0.1116	25	1	2.89	**648**	**0.065**
PB-06	Classroom D3 - NW	0.1073	25	1	3.63	**847**	**0.085**
PB-07	Classroom D4 - SE	0.1072	25	1	4.95	**1153**	**0.115**
PB-08	Classroom D4 - N	0.1083	25	1	2.38	**549**	**0.055**

Analyst Signature

Carlo Gamez, Interim Laboratory Director

ppm = parts per million. Reporting Limit = 0.400mg/L or 10ug for a sample volume of 25mL. Method Detection Limit = 0.100mg/L or 2.5ug for a sample volume of 25mL. Reporting limit is volume and wipe area dependent. Laboratory Control Sample (LCS) =97.81%/ Accepted.

10124250

ADAPTIVE Building Group

LEAD BULK SAMPLE LOG

1050 LAKES DRIVE, SUITE 225
WEST COVINA, CA 91790
TEL 626.430.6159

CLIENT: DUSD DATE: 11/29/24

LOCATION: Pace Lynn PROJECT NUMBER: 24U138

SAMPLED BY: Armando Garcia CDPH No: LBC I/A/M - UUU-74689

SAMPLE NUMBER	SAMPLE LOCATION	COMPONENT	COLOR	SUBSTRATE	QUANTITY (SF/LF/EA)
PB-01	Classroom D1 N	Wall	White	Plaster	Approx 705F
PB-02	↓ W				
PB-03	Classroom D2 SW				
PB-04	↓ E				
PB-05	Classroom D3 S				
PB-06	↓ NW				
PB-07	Classroom D4 SE				
PB-08	↓ N	↓	↓	↓	↓

ANALYTICAL METHOD: LEAD: (FLAME AA) TTLC STLC TCLP

TURNAROUND TIME: SAME DAY (24HR) 48 HR 3 DAY

DATA TO: ABG RESULTS E-MAIL: abgresults@adaptive-corp.com

SPECIAL INSTRUCTIONS: _____

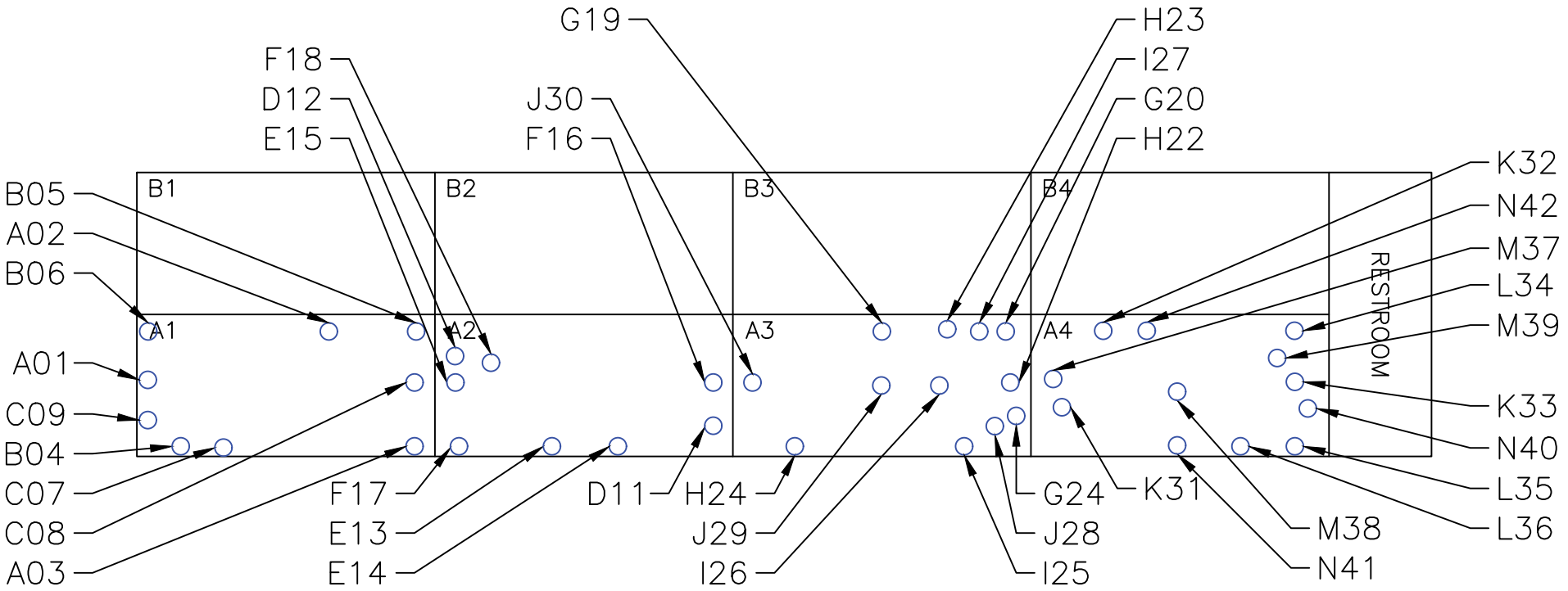
CHAIN OF CUSTODY:

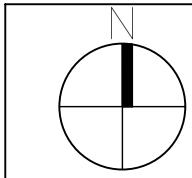
1. Armando Garcia (TRANSFER SIGNATURE) Armando Garcia (PRINTED NAME) 11/29/24 (DATE/TIME)

2. Lorraine Guerrero (TRANSFER SIGNATURE) Lorraine Guerrero (PRINTED NAME) 12/02/24 8:00 am (DATE/TIME)

APPENDIX C
SAMPLE LOCATION DRAWINGS

ENLARGED BUILDING A





KEY

- ○ ASBESTOS SYMBOL
- △ LEAD SYMBOL
- □ MOLD AIR SYMBOL
- ✳ MOLD SWABS SYMBOL
- ◇ POLY CHLORINATED BIPHENYLS AIR SYMBOL

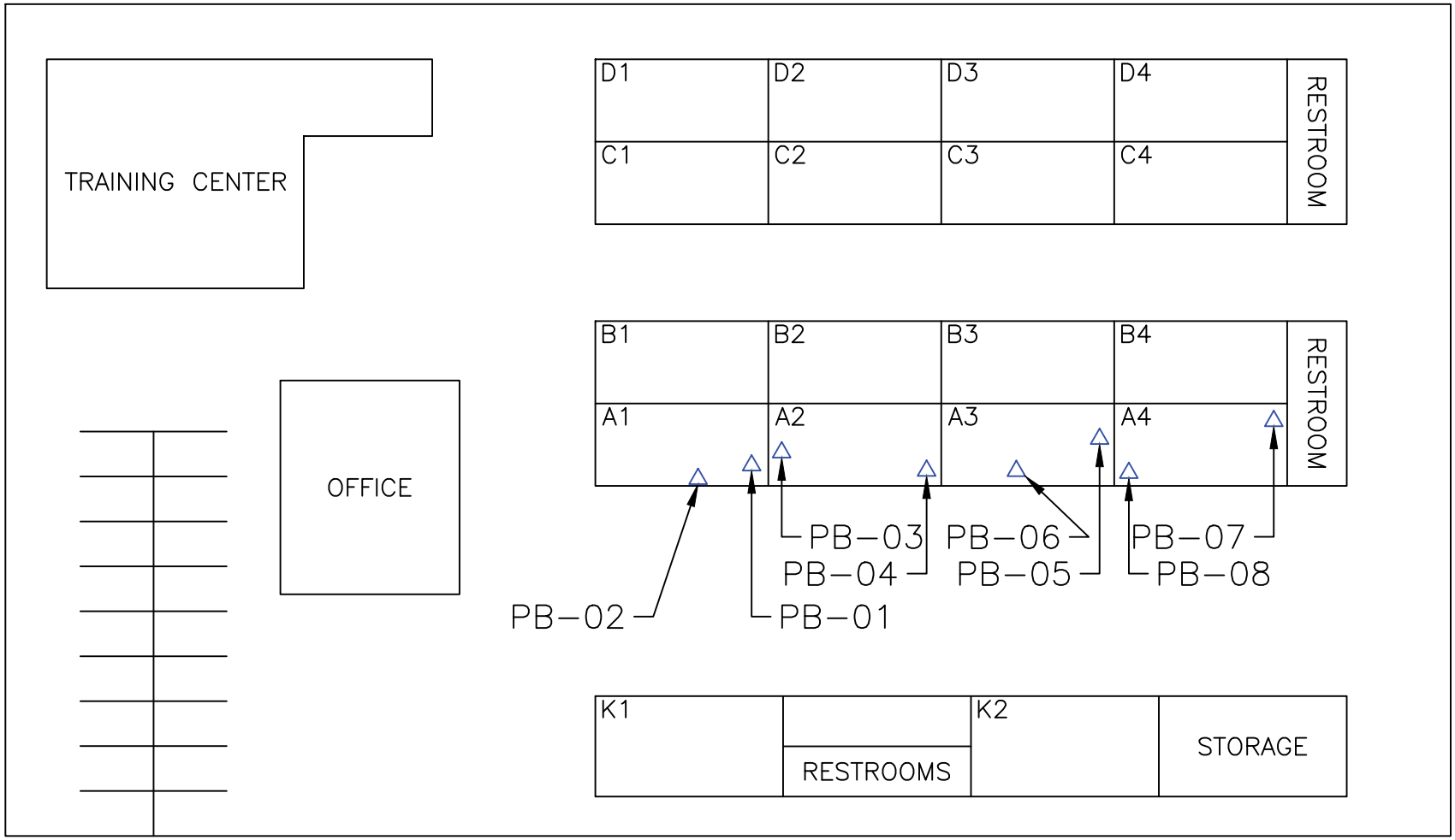
* NOTE: SOLID SYMBOL INDICATED A POSITIVE TEST

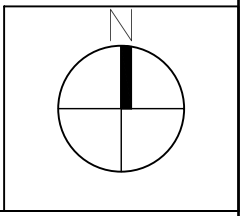
PROJECT SITE	OWNEY USD
PROJECT NAME	PACE EDUCATION CENTER
ADDRESS	9625 VAN RUILEN ST, BELLFLOWER, CA 90706
INSPECTOR	RG
JOB NUMBER	240138
CAD FILE	BLDG. A
DATE	12/09/24
SHEET	2 of 2

ADAPTIVE Building Group

Adaptive Building Group, Inc
1274 Center Court Drive,
Suite 112
Covina, Ca 91724

Tel: 626.498.0211





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ADDRESS	9625 VAN RUILEN ST, BELLFLOWER, CA 90706

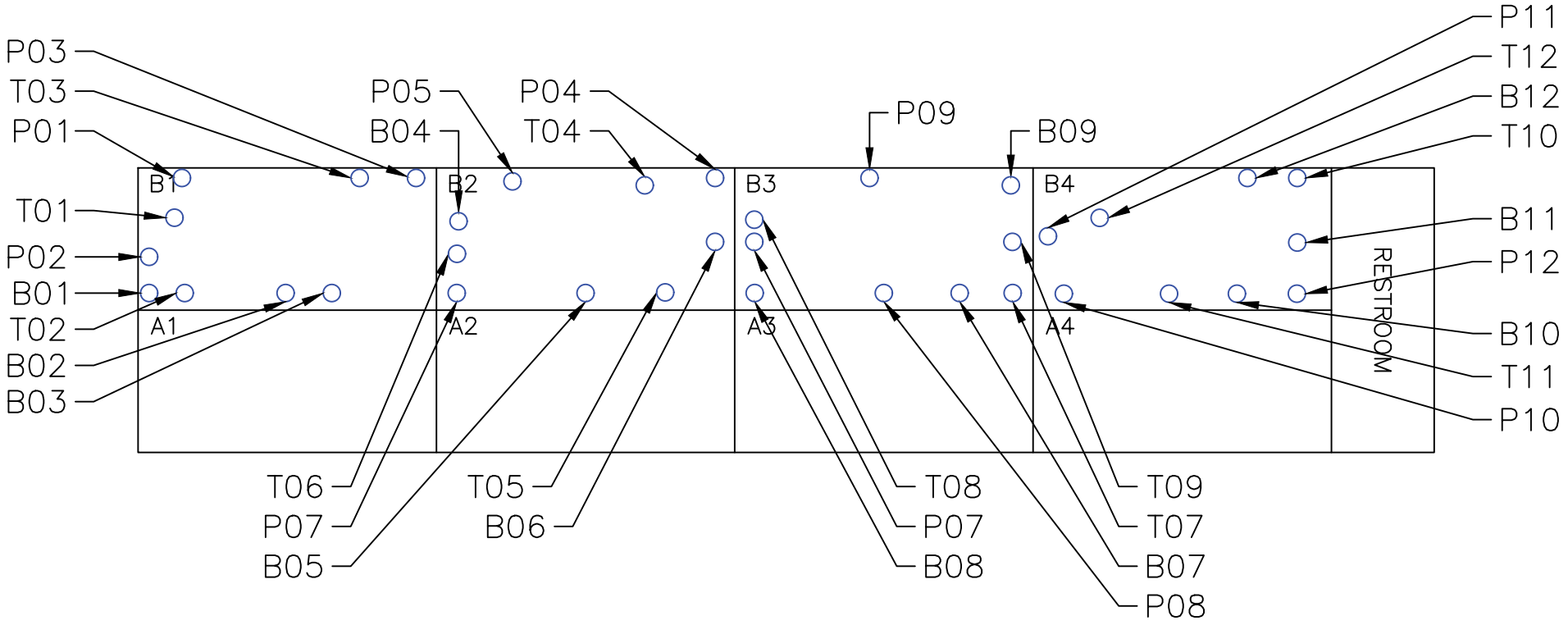
INSPECTOR	RG
JOB NUMBER	240138
CAD FILE	BLDG. A
DATE	12/09/24
SHEET	1 of 2

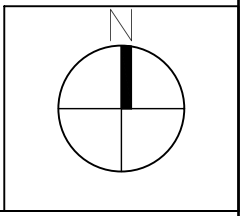
ADAPTIVE Building Group

Adaptive Building Group, Inc
1274 Center Court Drive,
Suite 112
Covina, Ca 91724

Tel: 626.498.0211

ENLARGED BUILDING B





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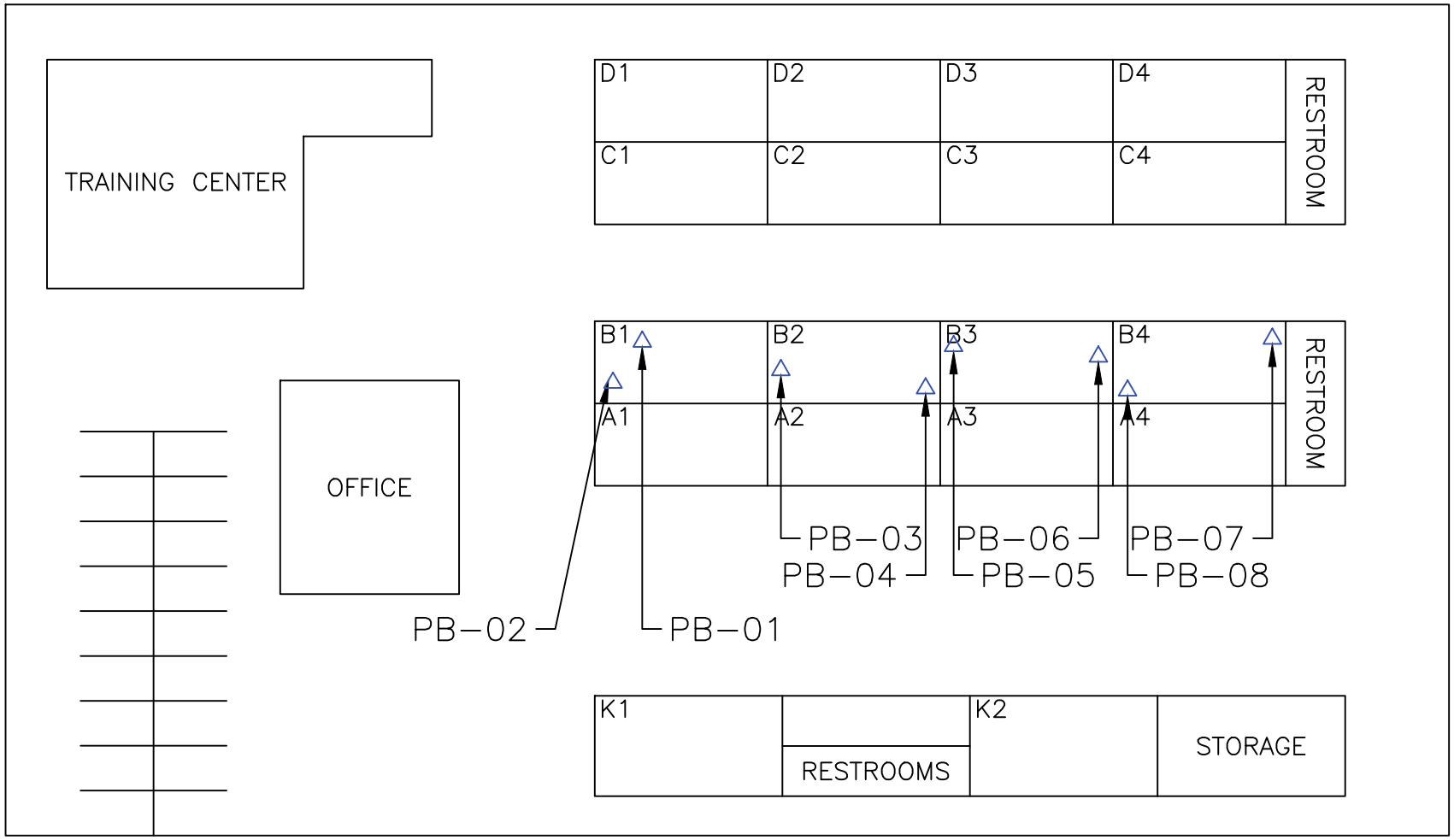
ADDRESS	9625 VAN RUILEN ST, BELLFLOWER, CA 90706

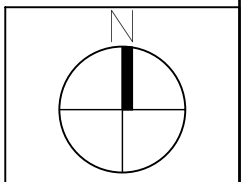
INSPECTOR	RG
JOB NUMBER	240138
CAD FILE	BLDG. B
DATE	12/09/24
SHEET	2 of 2

ADAPTIVE Building Group

Adaptive Building Group, Inc
1274 Center Court Drive,
Suite 112
Covina, Ca 91724

Tel: 626.498.0211





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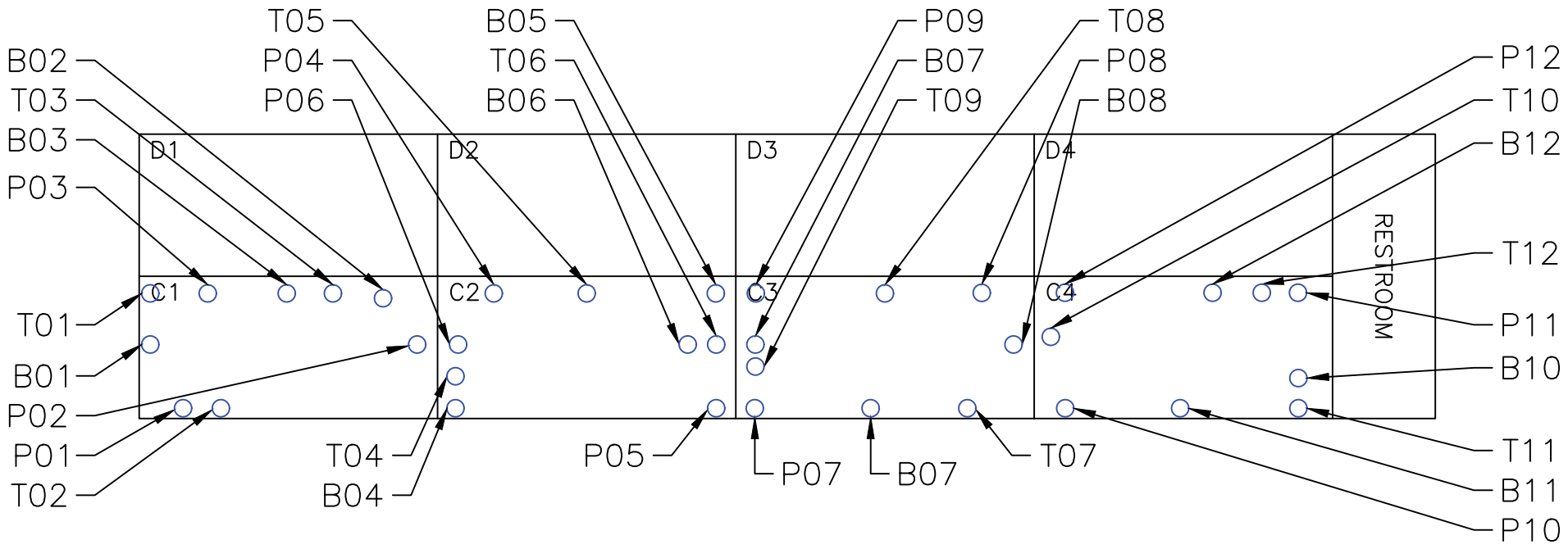
INSPECTOR	RG
JOB NUMBER	240138
CAD FILE	BLDG. B
DATE	12/09/24
SHEET	1 of 2

ADAPTIVE Building Group

Adaptive Building Group, Inc
1274 Center Court Drive,
Suite 112
Covina, Ca 91724

Tel: 626.498.0211

ENLARGED BUILDING C



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DATE	12/09/24
SHEET	2 of 2

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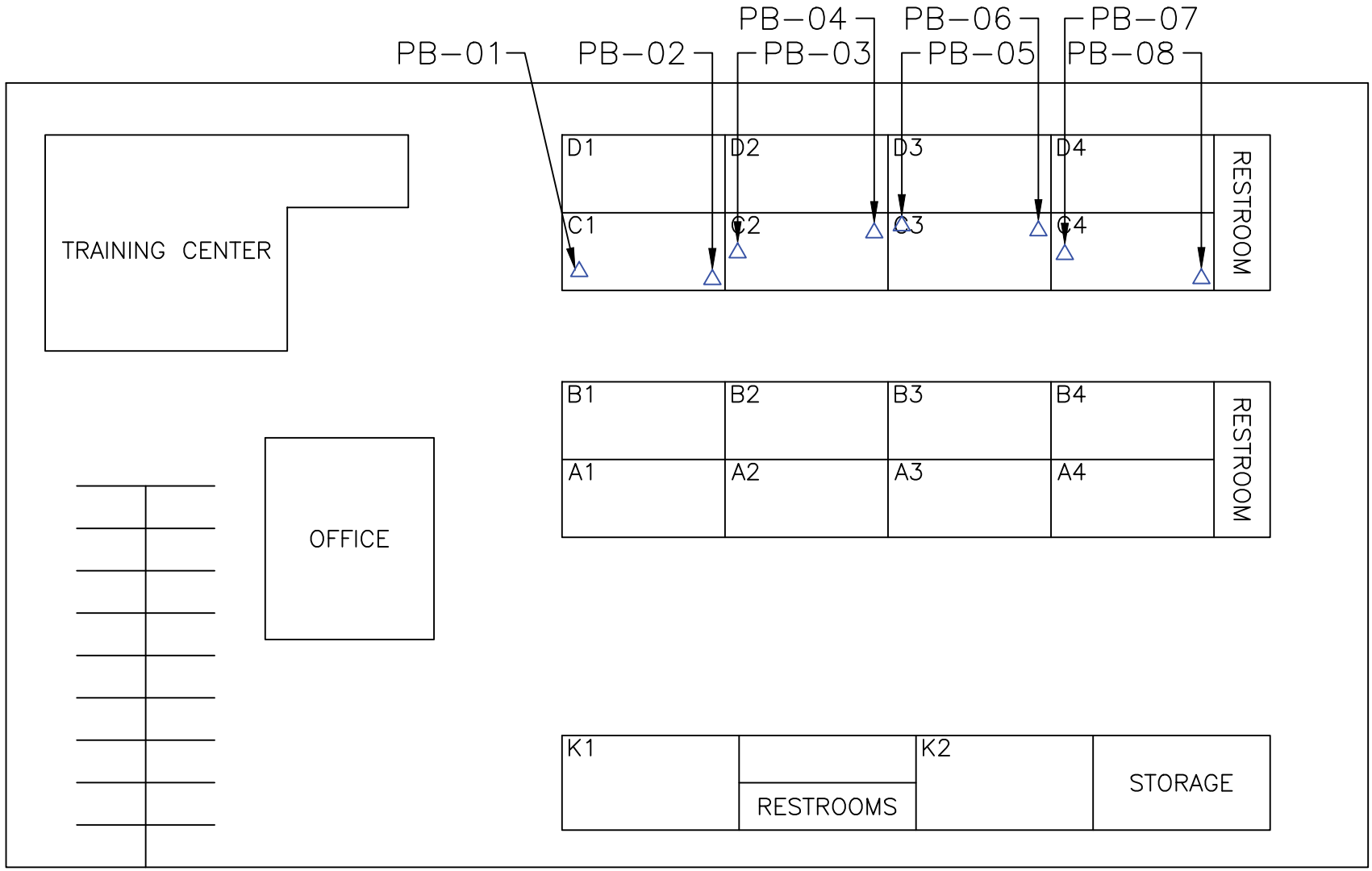

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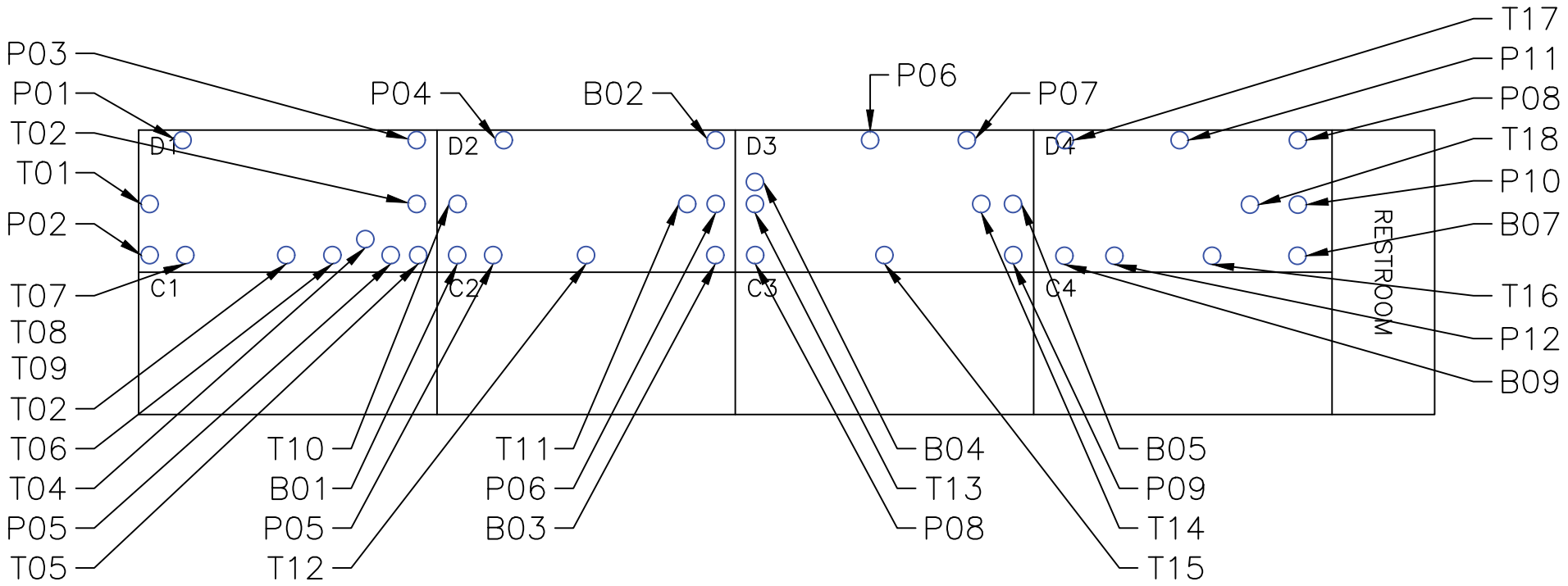
CAD FILE	BLDG. C
DATE	12/09/24
SHEET	1 of 2

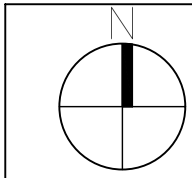
ADAPTIVE Building Group

Adaptive Building Group, Inc
1274 Center Court Drive,
Suite 112
Covina, Ca 91724

Tel: 626.498.0211

ENLARGED BUILDING D





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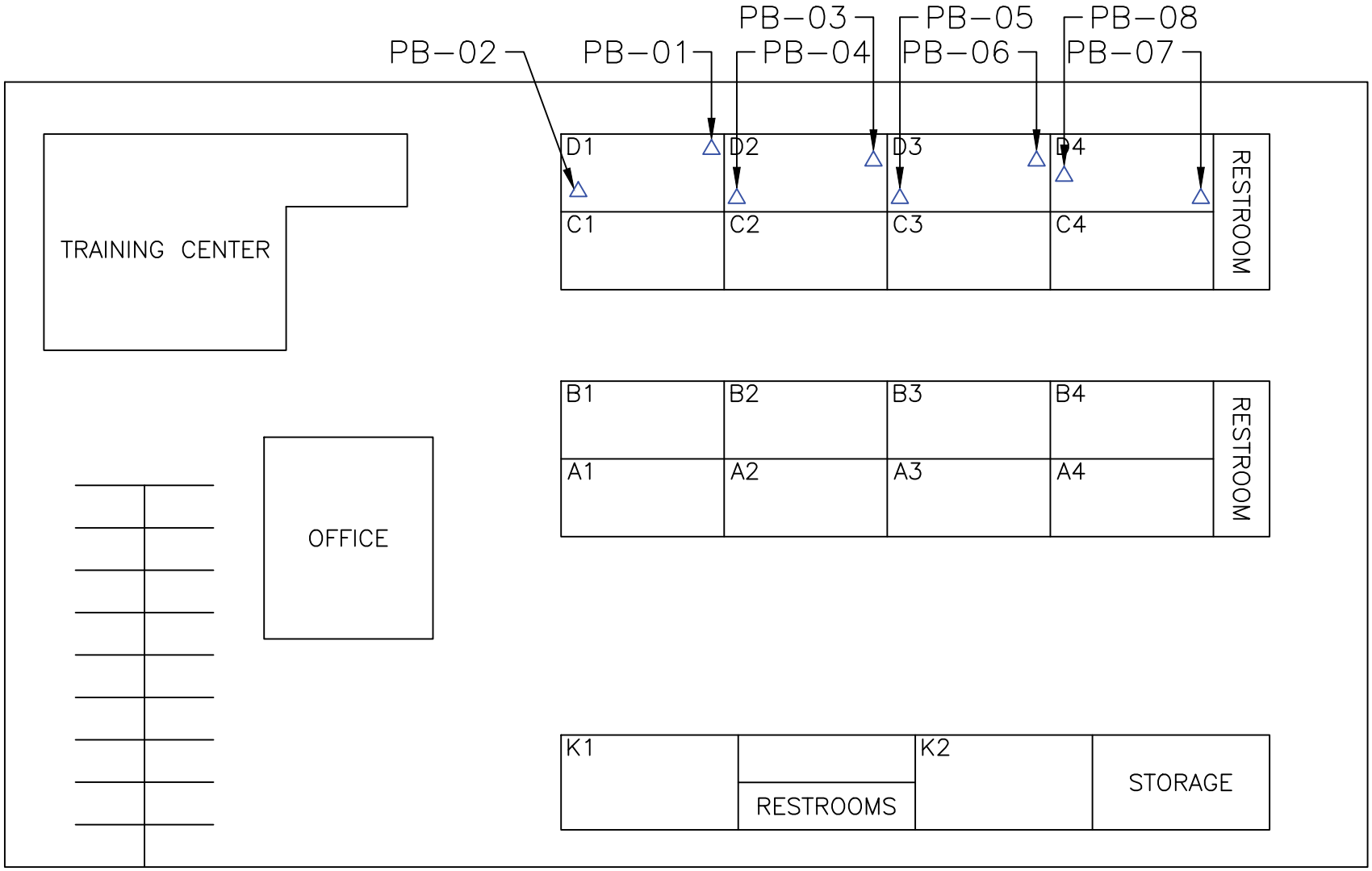
ADDRESS	9625 VAN RUILEN ST, BELLFLOWER, CA 90706

INSPECTOR	RG
JOB NUMBER	240138
CAD FILE	BLDG. D
DATE	12/09/24
SHEET	2 of 2

ADAPTIVE Building Group

Adaptive Building Group, Inc
1274 Center Court Drive,
Suite 112
Covina, Ca 91724

Tel: 626.498.0211



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DATE	12/09/24
SHEET	1 of 2

ADAPTIVE Building Group

Adaptive Building Group, Inc
1274 Center Court Drive,
Suite 112
Covina, Ca 91724

Tel: 626.498.0211

APPENDIX D
QUALIFICATIONS

California Department of PublicHealth

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
Carlos Galdamez	Lead Inspector/Assessor	LRC-00007397	10/1/2025
	Lead Project Monitor	LRC-00007396	10/1/2025

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Name **Raul Garcia Jr.**

Certification No. **05-3783**

Expires on **05/19/25**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

California Department of PublicHealth

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
Armando Garcia	Lead Sampling Technician	LRC-00007469	7/7/2025

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

HAZARDOUS MATERIALS ABATEMENT SPECIFICATIONS
(ASBESTOS ONLY)
Lynn L. Pace Elementary School
Flooring Modernization Project
Classroom Buildings A, B, C, and D
9625 Van Ruiten Street, Bellflower, California 90706

Prepared for:

Downey Unified School District
11627 Brookshire Avenue
Downey, California 90241

Prepared By:

Adaptive Building Group, Inc.
1050 Lakes Drive, Suite 225
West Covina, CA 91790

December 10, 2024
ABG Project # 240138

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INORGANIC LEAD REMOVAL GUIDE SPECIFICATION
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UNIVERSAL WASTES, OTHER HAZARDOUS MATERIALS, OZONE DEPLETING SUBSTANCE SPECIFICATION

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ATTACHMENT 1 SCOPE OF WORK - ASBESTOS AND LEAD-BASED PAINT, OTHER HAZARDOUS MATERIALS AND UNIVERSAL WASTES

SECTION 13280 - ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 DESCRIPTION OF WORK: The Contractor shall furnish all labor, materials, facilities, equipment, services, employee training and testing, permits and agreements, waste transport and disposal necessary to perform the work required for removal of asbestos-containing materials (ACM) for the Lynn L. Pace Elementary School Buildings A, B, C and D, Flooring Modernization Project located at 9625 Van Ruiten Street, Bellflower, California. Asbestos removal shall be conducted in accordance with the South Coast Air Quality Management District (SCAQMD), California Occupational Safety and Health Administration (Cal/OSHA), and any other applicable federal, state and local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.

1.2

RELATED WORK: This technical specification is to be utilized in conjunction with all federal, state and local regulations as stated above. This specification is to be utilized in conjunction with the formal architectural drawings entitled as issued by the Owner, when available. The Contractor shall perform the work and provide the services listed below:

A. Asbestos removal work shall be performed using a full and/or modified containment, or within a non-containment regulated area, with HEPA-filtered exhaust ventilation and decontamination facilities as described in Section 3. At least one (1) airless sprayer, for each containment or regulated work area, shall be present and in good operating condition to conduct wet removal and misting of the air. Hudson sprayers may be utilized with some containment areas with the approval of the Consultant/Resident Hygienist.

B. Perform all necessary pre-cleaning of building areas prior to prep work and subsequent removal. Perform wet removal and HEPA-vacuuming of all visible debris and dust in affected areas prior to, during and after performing removal work.

C. Properly remove, package, label (as contaminated waste), and store all asbestos-containing materials (ACM) including all polyethylene sheeting, rags, filters, etc. used in the asbestos abatement process. Provide proper waste bins/dumpsters for the hazardous and/or non-hazardous asbestos-containing materials removed from the project site.

D. Properly remove, package, store, transport and dispose of all asbestos-containing construction materials (ACCM) including all polyethylene sheeting, rags, filters, etc. used in the asbestos abatement process and as directed by the Consultant/Resident Hygienist. Provide proper waste bins/dumpsters for the non-hazardous asbestos-containing construction materials removed from the project site.

E. Thoroughly clean the work area(s) and obtain receipt of final approval from the Consultant/Resident Hygienist (including "clean air" tests by Phase Contrast Microscopy (PCM), or Transmission Electron Microscopy (TEM), if applicable. TEM air clearance samples shall be analyzed on a 24-hour turnaround. Costs for turnaround times less than 24 hours shall be borne by the Contractor.

F. Normal working hours will be at least eight (8) hours a day and no more than 40 hours a week. The Owner's representative will establish actual shift hours. Work shall be completed within the hours and time line established by the Owner's representative. Consultant/Resident Hygienist's fees for overtime hours (over 8 hours per shift or 40 hours per week) will be borne by the Contractor unless agreed upon by the Owner's representative.

G. The Contractor is responsible for verifying all locations, conditions and quantities of ACM, ACCM, and lead-based paint/lead components. Listed quantities are for budgetary information and are not to be used for bidding purposes. The abatement contractor has the sole responsibility for confirming the location, quantity, and degree of difficulty in removing the identified materials.

H. The Contractor shall conduct abatement activities in no more that two (2) areas at one time unless otherwise permitted by the Consultant/Resident Hygienist.

I. The Contractor is responsible for providing rigid barriers to protect adjacent building areas from damage during abatement, demolition/renovation activities.

J. The Contractor shall provide all scaffolding, rigging, and hoisting necessary for the completion of work.

K. The Contractor is responsible for performing abatement work in the Phases established by the Owner's representative.

L. The Contractor shall coordinate all power and water supply requirements with the Owner's representative.

M. The Contractor shall coordinate the on-site storage and location of waste storage bins at the project site with the Owner's representative.

N. The Owner's representative(s) may make existing toilet facilities available to the Contractor where possible. Where not possible, the Contractor shall provide and properly maintain portable services.

O. This Asbestos specification is general in scope to cover conditions that most often occur. However, the Contractor is bound only by the applicable portions of the specification. Additional or specific instructions to the Contractor may be added as part of the Scope of Work of a contract. In such cases, the Contractor is bound by those special provisions or requirements.

P. Lead-based and lead paint/component abatement/removal in accordance with "INORGANIC LEAD ABATEMENT GUIDE SPECIFICATION" section of this specification.

1.3 SCOPE OF WORK - Asbestos (See Attachments)

Any material not addressed within the Scope of Work for a particular project which is encountered during the removal activities and for which there is a question regarding its asbestos content, can be removed by the Contractor as asbestos-containing material or can be tested in order to determine its asbestos content. All bulk sample analysis shall be performed by a laboratory recognized by the National Voluntary Laboratory Accreditation Program (NVLAP) for satisfactory compliance with criteria for asbestos bulk sample analysis. No additional removal work for which the Contractor expects additional compensation shall be performed without a written Contract Modification (change order) authorized by the Owner's representative.

1.4 AUTHORITY TO STOP WORK: The Consultant/Resident Hygienist, acting as agent for the Owner, has the authority to stop the abatement work any time he/she determines that conditions are not within applicable regulations. The stoppage of work shall continue until conditions have been corrected and corrective steps have been taken to the satisfaction of the Consultant/Resident Hygienist. Standby time required to resolve violations shall be at the Contractor's expense.

1.4.1 Stop Work Orders may be issued for, but shall not be limited to the following:

A. Excessive airborne fibers inside and/or outside work area(s).

B. Breaks in critical barriers.

C. Loss of negative air pressure.

D. Any other situation where the Consultant/Resident Hygienist establishes that the following limits have been exceeded:

Work Area Limits: 0.10 f/cc ("Permissible Exposure Level")

Non-Work Area Limits: 0.05 f/cc

(If “PEL” is reached, stop work and cleanup procedures shall be initiated to reduce asbestos levels to below 0.05 f/cc in non-work areas. This action would happen in the event of contamination from work area.)

E. Consultant/Resident Hygienist, on behalf of the Owner, has the authority to remove an employee from the job for probable cause.

F. For exterior abatement activities if winds exceed 20 mph and/or the Consultant deems the high winds, or other inclement weather to be unfavorable, unsafe working conditions.

G. Lack of appropriate equipment or equipment failure.

H. Lack of proper execution of the work plan. Lack of adherence to safe work practices.

1.5 JOB SUPERVISION / TRAINING: For the purposes of this section the term “Contractor” shall be divided into “General Contractor” and “Abatement Contractor”.

A. Pursuant to CCR Title 8 1529 Subchapter 4 Article 4 (d) Multi-employer worksites (5) All General Contractors on a construction project which includes work covered by the Cal-OSHA standard shall be deemed to exercise general supervisory authority over the work covered by the standard, even though the general contractor is not qualified to serve as the “asbestos competent person" as defined by CCR Title 8 1529 paragraph (b). As supervisor of the entire project, the general contractor shall ascertain whether the asbestos contractor is in compliance with the Cal-OSHA standard and shall require such contractor to come into compliance with the standard when necessary. The General Contractor / Abatement Contractor in accordance with CAL-OSHA CCR Title 8 1529, 1532.1 and 5194 shall notify employees and subcontractors that asbestos-containing materials (ACM), lead-based paint (LBP) and/or lead containing paint (LCP) and/or other site-specific hazardous materials exist in the buildings and specifically the areas scheduled for renovation or demolition.

B. The General Contractor is required to have on site a "Competent Person" as defined in CCR Title 8 1504. The General Contractor shall be responsible for developing and implementing a viable site specific plan for the notification, communication, training, and reporting of known and/or newly discovered hazardous conditions to their employees and/or subcontractors and the Owners representative(s). The General Contractor shall instruct and train employees in accordance with applicable State and Federal regulations who are required to work with hazardous materials.

C. In the event suspect hazardous asbestos, lead materials or other suspect hazardous materials or conditions are encountered the General Contractor / Abatement Contractor shall immediately stop work and is responsible for contacting the Owner’s representative and Consultant/Resident Hygienist for verification and/or testing prior to proceeding with any work that may disturb the suspect hazardous materials.

D. The General and Abatement Contractor shall provide on-site an English-speaking Supervisor and at least one Foreman for each work area at all times while work is in progress. The Abatement Contractor Supervisor and Foreman shall be a “Competent Person” as defined by CCR Title 8 1529 and must be experienced in asbestos removal work, knowledgeable of all EPA, OSHA, and local regulations, and capable of skillfully executing all work promptly, efficiently and in compliance with all requirements of this Specification.

E. Before work begins and continuously during the job, a competent person who is capable of identifying asbestos and all other hazards in the workplace and selecting the appropriate control strategy for such hazards, and who has the authority to take prompt corrective measures to eliminate such hazards, shall always be on site and shall conduct inspections of the worksite.

F. Proof of qualifications and asbestos removal job references will be required, upon request, for both the Abatement Contractor Supervisor and Foreman.

G. The Owner's representative or Consultant/Resident Hygienist reserves the right to have any supervisory personnel removed if they do not demonstrate the requisite experience or skills to safely direct the work, and adequately protect their own employees, including other personnel occupying the building.

H. The Abatement Contractor shall instruct, train, and provide required protective devices, all workers of other trades who must enter any work area before it is certified clean. The instruction shall include, at a minimum, proper use and fitting of respiratory protective devices and protective clothing, entry and exit procedures for all work areas, hazards of asbestos and/or lead exposure, work procedures, and other safety requirements contained in the Specification. Proof of such instructions for all Subcontractor workers, and workers of other trades employed by the Abatement Contractor, shall be supplied prior to being allowed into the work area(s).

1.5.1 TRAINING:

The Contractor shall ensure that all employees who are required to work with hazardous materials are properly trained in accordance with applicable federal, state and local regulations. All employees working with or around asbestos-containing materials (ACM), asbestos-containing construction materials (ACCM), lead-containing paint/materials (LCP) and/or other hazards shall be trained in accordance with Cal/OSHA and SCAQMD at a minimum as follows:

1. Workers performing Cal/OSHA asbestos Class I and II abatement work shall be required to have training as required by CCR Title 8 1529 and SCAQMD Rule 1403. Employees performing asbestos Class III work shall be required to have a minimum of 16-hours training as required by CCR Title 8 1529. Supervisors shall have a minimum of 40 hour training as required by CCR Title 8 1529 and SCAQMD Rule 1403.

2. Employees performing lead-related construction work, at a minimum, shall be required to have lead training in accordance with CCR Title 8 1532.1. See Lead Specification.

3. Employees performing mold related renovation, removal, an/or construction work shall be required to be trained in regards to the hazards of microbial exposure in accordance with CAL OSHA's Hazard Communication Standard.

4. Employees performing renovation, removal, and/or construction work that may impact or disturb other hazardous materials such as, but not limited to, polychlorinated biphenyls, elemental mercury, radioactive materials shall be required to be trained in regards to the hazards of each substance and related exposure in accordance with CAL/OSHA's Hazard Communication Standard and for radioactive materials the Nuclear Regulatory Commission (NRC) and the California Department of Public Health under the Radiologic Health Branch.

1.5.2 AVAILABILITY OF TRAINED PERSONNEL: An OSHA "Competent Person" shall be on-site from start to completion of the project. There shall be a sufficient number of trained and qualified workers, foremen and superintendents to accomplish the work within the required schedule. It is imperative that a sufficient number of trained personnel be engaged throughout the abatement process. No untrained nor fully qualified and pre-approved person shall be employed to speed up completion of the abatement work. All training shall be in accordance with CCR Title 8 1529.

1.6 NOTIFICATIONS, INSURANCE, PERMITS, WARNING SIGNS, LABELS, AND POSTERS:

A. The Contractor shall provide the required written pre-notifications to CAL OSHA, EPA/SCAQMD, and any other regional, state, and local authority having jurisdiction on the project. Copies of the required permits must be delivered to the Consultant before any work begins.

B. Erect Cal/OSHA-specified warning signs around the regulated areas and at every point of potential entry from the outside including the entrance to the Decontamination Facility's Clean Room.

C. The Contractor shall also provide Cal/OSHA, EPA/SCAQMD and DOT-required labels for all plastic bags and drums utilized to transport contaminated material from the project site to the

disposal landfill.

D. Provide any other signs, labels, warnings, and posted instructions that are necessary to protect, inform, and warn workers and visitors of the hazard from asbestos exposure.

1.6.1 INSURANCE REQUIREMENTS

A. Contractor and all subcontractors shall maintain, at a minimum, workers compensation insurance at the statutory limits required. This shall, at a minimum, include the limits necessary to maintain their DOSH Asbestos Certification in good standing.

B. Contractor shall maintain general liability insurance with a minimum rating of A RATING, with a limit of $2 million per occurrence and $1 million aggregate coverage.

C. Contractor shall maintain pollution and environmental liability insurance with the same limits and rating requirements as the general liability insurance requirements in Item 1.6.1B, above.

D. Contractor and all subcontractors shall maintain, at a minimum, auto insurance with a minimum rating of A RATING, and a limit of $2 million per occurrence and $2 million aggregate coverage

1.6.2 BONDING REQUIREMENTS

. Please refer to Downey Unified School District's General Conditions and Requirements from Purchasing.

1.7 PROTECTION OF PERSONS AND PROPERTY

GENERAL SAFETY REQUIREMENTS

A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with his Work. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to (1) all employees on the Work Site and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the Work Site and adjacent thereto. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner or Consultant, or any directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The Contractor shall be responsible for the protection of any finished work from damage or defacement by his operation.

B. Life Safety Systems: The Contractor shall assess and control the real or potential impact of his actions upon the Owner's life safety systems (e.g., smoke detectors, sprinkler systems, etc.). Coordination must be established prior to any action on the part of the Contractor and is subject to modification by the Owner at any time based on the Owner's assessment of risks to the function of the life safety systems associated with the Contractor's actions.

1.7.1 The Contractor shall establish an effective safety program in accordance with the requirements set forth in OSHA 29 CFR Part 1926 - Safety and Health Regulations for Construction; Subparts A through Z and Cal-OSHA CCR Title 8 Construction Safety Orders 1500-1938 (as applicable).

1.7.2 A "Pre-construction Safety Conference" shall be held prior to commencing work at the convenience of the Owner's representative. The purpose of this meeting will be to discuss and evaluate the Contractor's proposed safety program.

1.8 ELECTRICAL: Safety Requirements

A. Extension cords shall be the 3-wire type, shall be protected from damage, and shall not be fastened with staples, hung from nails, or suspended from wires. Splices shall have soldered wire connections with insulation equal to the cable. Worn or frayed cords shall not be used. GFI cords are required.

B. Safe lighting equipment shall be provided with a preference for floodlights rather than indiscriminate use of unprotected lamps strung on temporary wiring. Exposed bulbs shall be guarded to prevent accidental contact.

C. Receptacles for attachment plugs shall be approved, concealed contact type. Where different voltages, frequencies, or types of current are supplies, receptacles shall be of such design that attachment plugs are not interchangeable.

D. The Contractor shall coordinate all power requirements including Ground Fault interrupted (GFI) panel design and extension cord requirements, with the Owner's representative.

1.9 SITE SECURITY

A. Requirements: Proper security for the abatement project site(s) shall be the responsibility of the Contractor and is to be coordinated with the Owner's representative. Proper security includes, but is not limited to, installation of lockable chain linked fencing and / or other secured barriers to ensure work areas are not accessible to unauthorized persons.

1.10 SCAFFOLDING, RIGGING AND HOISTING

A. Unless otherwise specified, the Work shall include providing all scaffolding, rigging, hoisting, and services necessary for accomplishing the removal and reinstallation work specified herein. The Contractor shall remove all equipment from the premises when no longer required.

1.11 EMERGENCY PRECAUTIONS

A. The Contractor shall establish emergency and fire exits from the work areas for the workers and building occupants. All emergency exits which must pass through a regulated work area shall be equipped with two (2) full sets of protective clothing and PAPR respirators continuously charged, at all times.

B. Contractor shall notify only the Owner's representative(s) and parties that are required by law to be notified. The Owner's representative and Consultant shall determine if any agencies other than those required by law shall be notified.

C. The Contractor shall be prepared to administer appropriate first aid to injured personnel at the site after decontamination. Seriously injured personnel shall be treated immediately in the work area or evacuated without performing decontamination. When an injury occurs, the Contractor shall stop work and implement fiber reduction techniques (e.g., water spraying) until the injured person has been removed from the work area.

D. Before the Contractor starts actual removal of asbestos materials, he shall notify the Owner's representative(s) as to the danger of entering the work area(s), and they shall also be invited to attend an informal training program to be conducted by the Contractor to provide information regarding abatement activities.

E. Permits. The Contractor shall obtain any permit(s) necessary from the applicable department(s) of the municipality, including, but not limited to, the Local Fire Department. The permit shall be

obtained prior to storage or installation of Contractor's materials on the Owner's property.

F. Smoke Alarms. Smoke detection systems consisting of above-ceiling smoke detectors wired to a central junction panel may be found in the work area(s). The systems will remain in operation throughout the removal project. The Contractor shall seal the system as follows:

1. Notify the Building Security Department at least 24 hours in advance on contact with any component of the system.

2. Once the detectors are exposed by removal of the suspended ceiling, wipe each detector with damp cloth and seal watertight in plastic sheet or bag.

3. Seal the junction panel watertight in plastic sheeting.

4. Contractor shall not utilize the system's wiring for support of equipment such as lights and shall decontaminate all system components as specified.

G. Fire Protection

1. Adequate temporary fire protection shall be provided. Ample multi-purpose dry chemical portable fire extinguishers, having an extinguishing rating of at least 4A: 60BC, shall be distributed throughout the premises. Pressurized water extinguisher of 2-1/2 gallon capacity shall supplement the multi-purpose dry chemical extinguisher where welding and cutting operations are conducted. Small rubber-lined hose, with adjustable shut-off nozzles, shall be available as soon as hydrants or standpipes are ready and shall be connected to outlets in areas where construction is in progress. Fire fighting equipment shall be conspicuously located and readily accessible at all times, and be maintained in operating condition.

2. The Contractor shall be responsible for training his workers in the safe and proper use of portable fire extinguishers. A fire-fighting program is to be followed throughout all phases of construction and demolition work involved.

3. Inform all personnel as the location and use of telephones. Post the emergency phone number of the local fire department near all telephones.

4. Access for the fire department shall be provided and shall be always maintained readily accessible.

H. Fire Prevention

1. Flammable and Combustible Liquids

a. Only approved containers and portable tanks shall be used for storage and handling of flammable or combustible liquids. All containers and tanks shall be Underwriter's Laboratories Listed; Safety cans shall be equipped with flame arresters.

b. Flammable and combustible liquids shall be kept in closed containers when not actually in use.

c. No more than one day's working supply shall be allowed inside the building at one time. Flammable or combustible liquids shall be stored in approved flammable liquids storage cabinet with no more than 60 gallons of such liquid stored in any one cabinet. No more than three storage cabinets are to be located in a single storage area.

d. Conspicuous and legible signs prohibiting smoking or use of open flames shall be posted in areas where the liquids are being dispensed, used, or stored.

2. Hazardous Operations

a. Hazardous operations shall not be performed until the necessary special fire protection (e.g., proper grounding, portable fire extinguisher, small hose and proper confined space equipment and personnel) is in service and in place.

b. Cutting and welding operations shall conform to the requirements of the local fire prevention code. A permit system shall be used for cutting and welding operations on the job site under the supervision of a person having a Certificate of Competency issued by the Fire Department. A permit shall not be issued until (1) it has been determined cutting and welding can be safely conducted at the desired location, (2) combustibles have been moved away or Safely covered, and (3) a fire watchman with extinguisher is posted for the duration of the work, and for 30 minutes thereafter, to see that sparks or drops of hot metal do not start fires. Additional fire watchmen shall be provided during welding or cutting operations where sparks or molten metal may drop several floors. Monitoring of the air shall be conducted prior to the start of any spark producing devises being used to verify that there are no explosive gases present.

3. Housekeeping

a. Combustible waste material and rubbish shall not be stored or allowed to accumulate within the building or in the immediate vicinity and shall be removed from the premises as rapidly as practical, i.e., at least once a day and more frequently if conditions indicate the need.

b. Materials subjected to spontaneous ignition such as oily waste and paint rags shall be placed in approved self-closing waste containers after use and disposed each day.

c. Combustible materials shall be kept at a minimum by implementing a carefully scheduled plan for delivery of such material.

d. If crating and packing materials holding supplies and equipment are combustible, the equipment shall be un-crated and unpacked as soon as possible after arrival at the site. Combustible packing and crating shall be safely disposed.

4. Tarpaulins

a. Only tarpaulins and materials with fire retardant characteristics as permitted by the local fire department shall be used.

1.12 RESPIRATORY PROTECTION SYSTEMS:

A. The Contractor shall provide all workers, foremen, superintendents, authorized visitors, and inspectors personally issued and marked respiratory protective equipment approved by NIOSH and OSHA. When respirators with disposable filters are employed, the Contractor shall provide sufficient filters for replacement after each exit from work areas as necessary to the worker or authorized visitor.

B. During work area preparation, but prior to actual removal of ACM, half-mask air purifying respirators may be used. At a minimum, the Contractor must provide half-mask air purifying respirators for all removal areas and for waste removal and encapsulation activities. Controlled fiber counts must be maintained at less than 1.0 f/cc.

C. Unless otherwise permitted, respiratory protection as specified herein shall be always worn, including preparation of the work areas, loading, and unloading of waste containers in the work area or at the transport truck, and cleaning of work area.

D. Where chemical solvents are used during abatement activities respirators must be equipped with the proper dual HEPA/Organic vapor filters.

1.13 PROTECTIVE CLOTHING: Provide to all workers, foremen, superintendents and authorized visitors and inspectors protective disposable clothing consisting of full body coveralls, head covers, gloves, 18-

inch high boot-type covers or reusable footwear in accordance with CCR Title 8 1529.

1.14 ENCLOSURES AND SHOWERS (DECONTAMINATION FACILITIES): For asbestos removal work a three-stage Decontamination Facility shall be installed adjacent and connected to the regulated area(s) for the decontamination of employees, tools and equipment and waste containers. A two-stage (wet) or one-stage (equipment room) may be installed adjacent and connected to the regulated area(s), as approved by the Consultant/Resident Hygienist, for the abatement work involving less than 500 square feet of non-friable materials and/or the removal of less than 10 square feet or 25 linear feet of TSI or Surfacing materials.

1.14.1 Decontamination facilities as described in section 1.14 shall at a minimum comply with the following:

A. The Decontamination Facility (DF) shall be constructed using wood framing or equivalent (PVC or aluminum framing may be substituted where the roof of the decontamination facility will not be utilized as a working surface) and two layers of 6-mil fire retardant poly sheeting attached for the walls, floors and ceiling. Airlocks shall be installed at each chamber of the Decontamination Facility. The 6 mil fire retardant poly sheeting shall be sealed water and airtight with duct tape at all overlapping seams. The entire floor, walls and ceiling of the DF shall be covered with two (2) layers of 6-mil fire retardant poly sheeting turned up 12"-16" on the wall layers. The upper layer of floor poly sheeting shall be replaced as wear necessitates.

B. An Air Lock is a system permitting ingress and egress without permitting air movement. It consists of two (2) curtained doorways at least three feet apart. Each curtained doorway shall be constructed by placing three overlapping sheets along the top of the doorway, securing each along the top of the doorway. The first and third sheets shall be secured on one side of the doorway and the middle sheet shall be secured on the other side of the doorway. There are no swinging/closing doors between airlocks.

C. Three-Stage Decontamination Facilities shall consist of a Clean Room at entrance followed by a Shower Room followed by an Equipment Room leading to the Work Area. Two-Stage Decontamination Facilities shall consist of a Clean Room at entrance followed by an Equipment Room leading to the work area and shall be equipped with a HEPA vacuum and water source for proper decontamination of personnel, waste bags, tools, equipment, etc. One-Stage Decontamination Facility shall consist of an Equipment Room leading to the work area and shall be equipped with a HEPA vacuum and water source for proper decontamination of personnel, waste bags, tools, equipment, etc. Protective work clothing must be cleaned in the Equipment Room with a HEPA vacuum before it is removed.

D. All personnel shall enter and exit the regulated area(s) through the Decontamination Facility. Contaminated work clothing, spent waste rags, towels, etc., shall be properly packaged in leak tight containers in the Equipment room. All equipment and surfaces of containers filled with ACM or ACCM must be cleaned in the Equipment room prior to removal from the equipment room.

E. The Decontamination Facility shall be properly demarcated with Asbestos Warning Signs to prevent unauthorized personnel entering the regulated work area(s). Warning signs shall be bilingual (English and Spanish) and posted at all approaches to the regulated work area(s). The warning signs required by OSHA / Cal-OSHA shall bear the following information.

DANGER ASBESTOS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
AUTHORIZED PERSONNEL ONLY

F. In addition, where the use of respirators and protective clothing is required in the regulated area the warning signs shall include the following:

WEAR RESPIRATORY PROTECTION AND PROTECTIVE CLOTHING IN THIS AREA

G. The Decontamination Facility shall be installed prior to erecting protective coverings and before disturbing any ACM/ACCM.

H. Soap and clean, dry towels shall be provided in sufficient quantities for all personnel.

I. Provide benches and lockers for storage of street clothes and respiratory equipment of workers in the clean room. Also provide in the same room uncontaminated disposable protective clothing and equipment in sufficient quantities for all workers and visitors. This room shall be used by workers and visitors to change from street clothes to disposable protective clothing and gear prior to entering the contaminated area. The room shall be adequately sized for such purposes.

J. Provide in shower room (when applicable) showering facilities with hot and cold water so arranged as to provide complete showering of workers and visitors as they exit from the contaminated area. Connect the shower water drains to a leak-proof pump and commercially manufactured filtering system consisting of several filters in series, including a 5-micron final filter, and an adequately sized pump. Discharge from this system shall be to a sanitary sewer system coordinated with the Owner's representative. Used water filters shall be packaged and disposed of as asbestos waste. Make provisions to prevent any contaminated run-off from the shower room. The shower room facilities and size shall be adequate to allow decontamination and thorough washing of all the workers and visitors within the 15-minute escape time.

K. Provide the Equipment room with storage for contaminated clothing and equipment. In this room, workers and visitors shall dispose of their disposable protective clothing (except respirator) as they prepare to enter the shower room. Adequate quantities of clean, protected waste bags, filters for the HEPA-vacuums and exhaust units, and other tools and equipment necessary for the work shall be stored in this room. Waste containers and excessive quantities of equipment shall not be stored in this room.

L. Cleaning: The Decontamination Facility shall be cleaned using a HEPA-filtered vacuum and disinfectant at least once every shift, or more frequently if needed to prevent residue accumulation.

M. Prohibitions: Smoking, drinking, or eating shall not be permitted in the Work Area or Decontamination Facility. Personal equipment such as radios or flashlights shall not be permitted in the Work area, Shower Room, or Equipment Room unless they can be washed in the shower.

N. The Contractor shall post or have available the following items in the Clean Room of the Worker Decontamination Facility:

1. A copy of the U.S. Environmental Protection Agency Regulations for Asbestos, 40 CFR 61 Subpart A and Subpart M; a copy of OSHA Asbestos Regulations, 29 CFR 1926.1101; a copy Cal-OSHA Asbestos Regulations Title 8 1529, a copy of South Coast Air Quality Management District Rule 1403.

2. A list of telephone numbers and addresses for local Owner, emergency squad, and local fire department.

3. A copy of the Asbestos Abatement Specifications and drawings.

4. Name of competent person(s), [as defined in 29 CFR 1926.1101 (b)] the Health and Safety Officer assigned to the project, and list of names of Abatement Contractor's employees conforming to requirements of who will be authorized to enter regulated area.

5. Abatement Contractor's name, list of Contractor's organizational chain of command at the construction site, and phone number of responsible representative who may be reached 24 hours a day.

6. A telephone and/or means of contact to emergency personnel, as well as continuous communications inside the work area.

7. Signs as required by 29 CFR 1926.1101 and CCR Title 8 1529.

O. A louvered, hinged door with a padlock shall be installed at the outside entrance to the worker and waste decontamination facility as directed by the Consultant. This door shall be closed and locked whenever the work area is unattended. Keys for the lock shall be distributed to the Consultant/Resident Hygienist, and other parties designated by the Owner.

P. Ensure that barriers and plastic linings are effectively sealed and always taped, and that the shower room is watertight. Repair damaged barriers, and remedy defects immediately upon discovery. Visually inspect the facility at the beginning of each work period. The Consultant/Resident Hygienist shall also be allowed to use smoke generators to test effectiveness of barriers, flow of air through the DF, and HEPA-exhaust systems.

Q. Establish and maintain emergency and fire exits from the work areas satisfactory to local fire officials and the Consultant/Resident Hygienist. Exits shall be checked daily for exterior blockages or impediments to exiting.

1.15 ASBESTOS WASTE PACKAGING AND DISPOSAL

A. It is the responsibility of the Contractor to determine current waste handling regulations including labeling, packaging and storage of the asbestos waste. The Contractor shall comply fully with these specifications and the California Department of Toxic Substance Control, U.S. Department of Transportation and EPA requirements, and any other Federal, State and local regulations for the proper packaging, labeling and storage of asbestos waste.

B. The Contractor will be responsible for the proper manifesting, transportation and disposal of all asbestos waste.

C. It is the responsibility of the Contractor to assure that all accumulated asbestos-containing waste is stored in a properly lined, labeled, enclosed, secured and locked storage area approved by the Owner and Consultant/Resident Hygienist. It is the Contractor's responsibility to coordinate with the Owner's representative all scheduled deliveries and pick-up of waste bins/containers.

D. It is the Contractor's responsibility to provide the proper waste bins/dumpsters, storage, transportation and disposal of the non-hazardous asbestos-containing construction materials (<1% asbestos waste) removed from the project site. All waste must be disposed of at a landfill approved by the Owner. Contractor is responsible for providing copies of waste disposal records.

E. The disposal of the asbestos hazardous waste will be conducted in accordance with SCAQMD Rule 1403 and current California Department of Toxic Substance Control hazardous waste manifest requirements and any other applicable Federal, State, or local regulations.

1.15.1 Waste Definition: Wastes are defined as <u>all asbestos-containing</u> or potentially asbestos contaminated materials or other items which have not been completely cleaned or sealed to the satisfaction of the Consultant/Resident Hygienist while inside the work area and must be removed from the job site and disposed of. Asbestos wastes may include building materials, insulation, disposable clothing and protective equipment, plastic sheeting and tape, exhaust systems or vacuum filters, contractor equipment, or other waste materials designated by state or local authorities or the Consultant/Resident Hygienist or which have been potentially contaminated with asbestos and have not been fully cleaned inside the work area by vacuuming followed by thorough washing. Pursuant to SCAQMD Rule 1403 (c) Definitions (5) ASBESTOS-CONTAINING MATERIAL (ACM) "is both friable asbestos-containing material or Class I non-friable asbestos-containing material." And (6) ASBESTOS-CONTAINING WASTE MATERIAL (ACWM) "is any waste that contains commercial asbestos and that is generated by a source subject to the provisions of SCAQMD Rule 1403."

1.15.2 Waste Packaging: All waste material shall be promptly placed in 6-mil polyethylene bags as the waste is generated. Enough waste bags shall be located in the immediate work area and in the Equipment (dirty) room of the Decontamination Facility. The bagged material shall be placed in a second 6-mil polyethylene bag in the equipment room or load out chamber. The contractor shall count the bags and

estimate the total volume leaving the work area and maintain a written record of such.

1.15.3 Pursuant to SCAQMD Rule 1403 (Amended October 5, 2007) (E) Handling Operations -" All Asbestos-Containing Waste Materials (ACWM) shall be collected and placed in leak-tight containers or wrappings. Such containers or wrappings shall be transparent." (Reference Section 1.15.5). (See also following Paragraphs).

1.15.4 Waste Labeling: Warning labels, having waterproof print and permanent adhesive, in compliance with OSHA, EPA, and DOT requirements, shall be affixed to or printed on the sides of all waste bags or transfer containers. Warning labels shall be conspicuous and legible, and contain the following words:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATH DUST
AVOID CREATING DUST

Additionally, all friable ***hazardous*** waste containers must display the Class 9 label (DOT labeling requirements 172.446).

RQ, ASBESTOS, CLASS 9 NA2212 PG III

The background on the Class 9 label must be white with seven black vertical stripes on the top half. The black vertical stripes must be spaced so that visually they appear equal in width to the six white spaces between them. The lower half of the label must be white with the class number "9" underlined and centered at the bottom. All waste bags must have the generator's name and address, generator's EPA Identification Number, as well as the waste manifest number.

1.15.5 Pursuant to SCAQMD Rule 1403 (Amended October 5, 2007) (e) Warning Labels, Signs, and Markings (B) Leak tight containers that are transported off-site shall be labeled with the name of the waste generator and the location at which the waste was generated. The location description shall include the street address.

1.15.6 Wetting of Waste: A fine water spray shall be used to always keep the waste in containers thoroughly wet. When a waste bag is full, it shall be securely sealed with tape or another secure fastener.

1.15.7 Waste Container Decontamination and Removal Procedures: The following procedures shall be followed whenever containers, tools and equipment are removed from the work area:

A. The Clean Room shall be considered a holding area only during the period of active waste transfer for the purpose of the loading of carts or drums. Storage of waste and carts (or drums) in the clean room is prohibited.

B. Waste removal shall not occur during worker shift changes or when workers are showering or changing. Care shall be taken to prevent cycling of air outward through the shower and clean room when used for waste removal.

C. Workers are to be stationed in each room/area of the decontaminations facility to transfer the containers and equipment to or from adjacent sections. These workers shall not cross the airlocks into the adjacent areas/rooms until the waste or equipment transfer is finished for that period and the workers have gone through decontamination as required by these specifications. The workers in the clean room or holding area shall enter from uncontaminated areas with appropriate personal protective equipment; or prior to the start of waste transfer, these workers shall exit the work area, fully decontaminated, and subsequently don clean personal protective equipment.

D. External surfaces of contaminated waste containers, and contaminated tools and equipment shall be cleaned by wet cleaning and HEPA-vacuuming the items in the work area before moving such items through the decontamination facility airlock. Workers shall not enter the airlock during this procedure.

E. The containers of waste, and tools and equipment shall be removed from the airlock by workers stationed in the washroom/equipment room during waste removal operations.

F. Once in the washroom/equipment room, external surfaces of waste containers, and tools and equipment shall be cleaned a second time by wet cleaning.

G. The cleaned containers of waste, tools and equipment shall be placed in a second clean leak-tight labeled 6-mil plastic bag (or 6-mil sheeting if physical characteristics necessitate and permit). Air volumes shall be minimized, and the bags or sheeting shall be sealed. Items that may puncture or tear the plastic bags or sheeting shall be placed in a hard wall container such as a drum, and then sealed.

H. The clean “double bagged" items shall be moved into the airlock for subsequent transfer to the holding area. The washroom workers shall not enter this airlock or the work area until waste removal is finished for the period.

I. The “double bagged” waste bags and cleaned tools and equipment shall be removed from the airlock to the holding area by workers who have entered from uncontaminated areas with appropriate personal protective equipment.

J. The “double bagged” items of waste and cleaned, bagged tools and equipment shall be placed in open top, watertight plastic carts or drums and shall be covered during the transport to the disposal bins. These carts or drums shall be held in the holding area pending removal. The carts or drums shall be HEPA-vacuumed and wet-cleaned immediately following the removal of the containers of waste from them, and the location of where they are emptied shall also be HEPA-vacuumed.

K. The exit from the waste decontamination facility shall be monitored and always secured to prevent unauthorized entry.

L. The clean carts/drums may be temporarily stored in a holding area at the work site outside the work area until a transport vehicle arrives, but such storage areas must be pre-approved by the Owner’s representative.

M. The disposal bins must display the proper Cal-OSHA warning signs on the outside, as well as a generator label for the waste. This will allow for correspondence of waste manifest and disposal bin at the time of pick-up.

1.15.8 Waste Container Storage: Sealed waste bags may be temporarily stored in a pre-designated and approved area, until a truckload quantity is obtained. The temporary storage area shall be lockable, and prominently identified and posted with asbestos danger signs. Waste containers shall be covered with polyethylene sheeting or otherwise protected from further contamination. (Any temporary storage area must be approved by the Owner and/or Consultant/Resident Hygienist).

1.15.9 Waste Removal Scheduling: All waste containers shall be decontaminated and removed from the area daily and before final cleanup is started and prior to removal of isolation barriers. The Contractor shall coordinate with the Owner’s representative and the Consultant/Resident Hygienist to determine the most feasible route for transporting packaged waste containers from the work area to the designated waste storage area(s). The waste removal schedule and transport route will be agreed upon at the Project Pre-Construction Meeting. <u>The contractor must pre-schedule and obtain the approval of the Owner’s representative and Consultant/Resident Hygienist for all time periods during which he desires to remove waste bags from the facility.</u> Once a truckload of waste containers has accumulated, the Contractor shall arrange for transportation to the disposal site. Waste shall not be stored in the work area or waste decontamination facilities. Outside bag storage must be monitored and secured at all times to prevent tampering. Temporary storage must be in secure locked areas.

1.15.10 Waste Transportation and Disposal Regulations: It is the Contractor's responsibility for proper waste transportation and disposal of asbestos waste, the Contractor shall determine and ensure that he is complying with 1) the current waste handling regulations applicable to each work site; and 2) the current regulations for transporting and disposing waste at each ultimate disposal landfill. He must comply fully with these regulations, and with U.S. Department of Transportation, EPA, and all Federal, State, and local requirements.

1.15.11 The Contractor (or his Subcontractor) at no additional cost shall maintain a valid hazardous waste transporter registration issued by the California Department of Toxic Substance Control; and obtain, complete, and fully comply with any other local hazardous waste manifesting requirements. A copy of any manifest forms shall be sent to the Consultant/Resident Hygienist after disposal is completed and all required data and signatures have been inserted. (Manifest to have origin of ACM waste).

1.15.12 Copies of all transport manifests, trip tickets and disposal receipts for all asbestos waste materials removed from the work area within 48 hours of the transport, to:

Downey Unified School District
11627 Brookshire Avenue
Downey, California 90241
Attn: Annie Aung – Director of Facilities

1.15.12 Asbestos Hauling: Transportation methods shall comply with the statutory requirements governing hazardous waste transportation in California which are contained in Division 20, Chapter 6.5, Article 6.5, Article 6.6, and Article 13 of the California Health and Safety Code. Regulations adopted pursuant to these statutes are found in, Division 4.5, Chapter 13, and Chapter 29 of the California Code of Regulations, Title 22. Hazardous waste transporters must comply with the California Vehicle Code, CHP Regulations (Cal. Code Regs., Title. 13); the California State Fire Marshal Regulations (Cal. Code Regs., Title. 19); United States Department of Transportation (DOT) Hazardous Waste Transporter Requirements Regulations, Title 49, Code of Federal Regulations; and U.S. Environmental Protection Agency Regulations, Title 40 Code of Federal Regulations and with any hazardous waste regulations for temporary storage, transport, and disposal if such codes are enforced in states where the waste shall be stored, transported, or disposed of.

A. Waste Container Removal and Disposal Procedure:

B. The costs for waste packaging, labeling, proper storage and transportation, and approved landfill disposal (plus all related record keeping) shall be included in Contractor's prices.

C. The Contractor shall package, label, and remove all asbestos waste as specified in the above Sections. Packaging shall be accomplished in a manner that minimizes waste volume but insures waste containers shall not tear or break. All material shall be bagged in a minimum of two (2) 6-mil transparent plastic labeled bags.

D. The Contractor shall perform proper removal of all waste containers to verify their condition and certify the total volume of waste material (to the nearest cubic yard).

E. Asbestos waste must be disposed at a waste disposal site operated in accordance with the provisions of 40 CFR 61.154 and SCAQMD Rule 1403 (d)(3).

F. Contractor shall obtain the EPA Hazardous Waste Generator Identification Number and State of California Hazardous Waste Tax Identification Number from the Owner.

1.16 EXPOSURE CONTROLS AND HEPA-FILTERED EXHAUST VENTILATION: The Contractor shall install inside the full or modified containment work area one or more portable HEPA-filtered exhaust units to maintain the area, including the Decontamination Facilities, under negative air pressure, and to reduce or control airborne asbestos fiber concentrations. Install and maintain a manometer equipped with a strip chart recorder. Manometer shall be capable of detecting at least 0.02" of water column. Contractor shall provide a contingency plan for maintaining negative air requirements in the event of mechanical failure.

A. Unless otherwise approved by the Consultant, the (full or modified) containments shall remain under negative pressure at not less then -0.02 inches of water from the start of abatement until the final air clearance samples have passed. In accordance with SCAQMD Rule 206, each HEPA-filtered exhaust unit (negative air machine) must have attached to it the original Permit to Operate or a legible copy of the permit. Each negative air machine shall be operated in accordance with SCAQMD Operating Parameters for Rule 222. The Operating Parameters for Rule 222, copy of validated form 222-A, must be on-site along with the filing receipt.

B. HEPA filtered exhaust units placed outside of regulated areas for the purpose of maintaining negative air pressure (remote) within a regulated area shall be placed within a mini enclosure. This enclosure shall be large enough to accommodate the unit (or portion thereof) and workers necessary for proper filter changes. The enclosure shall be constructed of one (1) layer, 6-mil minimum, of polyethylene sheeting. The enclosure shall be demarcated with the required OSHA warning signs and be constructed in such a manner to prevent unauthorized entry and/or shut down which may include lockable ridged barriers or fencing. Filter change supplies, waste packaging, wetting agents etc. shall not be stored within the enclosure but, shall be readily available.

1.17 SUBMITTALS:

1.17.1 The Contractor shall furnish the following items clearly identified as stated: Submittals items are to be submitted before project begins (at or before the Pre-construction Meeting). Abatement will not begin until the Consultant has received and approved the submittals: Close out submittals items are to be submitted no more than 10 working days upon project completion.

1. Submittal No. 1: Copy of the Contractor's formal written OSHA respiratory protection program, including a complete description of each respirator type, a fit testing procedure for passive air filtering type respirators. The respiratory protection program must conform to 29 CFR 1910.134 and CCR Title 8 Section 5144.
2. Submittal No. 2: A detailed listing of all materials, tools, equipment, and expendable supplies that will be used during the project. For each listed item, provide (as appropriate) the manufacturer's name, catalog number or model, a description of its function and location of use, and actual sample or photocopy of manufacturer's brochure. The listing shall include at a minimum: spray encapsulants, wetting agents, spray adhesives (including SDS) and equipment, HEPA-vacuums, HEPA-filtered exhaust fans (including: documented air moving power of the unit under actual working conditions with all filters installed and fan curve and static resistance rating of all filters and duct work used when operating the unit), respirators, protective clothing, waste containers, protective fireproof plastic coverings, sealing tapes, materials and compounds, temporary power and electric equipment, shower water pumps and filters, encapsulating equipment, and materials for constructing decontamination facilities, and barriers.
3. Submittal No. 3: A written "Health, Safety and Security Plan" describing in general and specifically the location of warning signs. The labeling of waste containers, emergency means of ingress/egress from areas, security for prevention of unauthorized entry into the area, log book forms for recording entries to the Work Areas, accident prevention and notification policy, emergency fire and accident response procedures (including decontamination procedures), and personnel responsible for these items. The "Security Plan" shall also describe equipment and methods the Contractor will use to efficiently communicate between personnel inside and outside work areas.
4. Submittal No. 4: A written site-specific confined space entry program (when applicable).

5. Submittal No. 5: Copies of notifications to local police, Fire Department or emergency medical officials, and all other notifications as directed by the Owner or Consultant. Notifications by Contractor shall be limited to only those parties contractor is required to notify by law.
6. Submittal No. 6: Copies of written pre-notification forms filed with the U.S. E.P.A., SCAQMD, CAL/OSHA, and any other required local agencies.
7. Submittal No. 7: Detailed work schedules which list for the work area: the dates of proposed work, the work shift times, the projected work accomplishments during that shift, and the number of workers (and the projected Supervisor/Foreman). Name and summary of the experience of all proposed Principals, Supervisors and Foremen, and all other employees, which may be used during the contract period (minimum of one qualified supervisor and foreman is required).
8. Submittal No. 8: Signed documentation of training and education for all proposed workers including respirator use training, and copies of OSHA specified medical exams with respirator use approvals.
9. Submittal No. 9: List of all subcontractors proposed for this project, with their specialty and qualifications.
10. Submittal No. 10: Proposed waste hauler and copies of applicable licenses, including State of California registration number.
11. Submittal No. 11: Proposed landfill for disposal of waste materials and letter from landfill authorizing hauler to dispose there.
12. Submittal No. 12: Name, address and telephone number of the environmental laboratory, which will analyze Contractor's air samples.
13. Submittal No. 13:The Contractor's "Standard Operating Procedure" for the project including a discussion of how workmen, visitors and building employees will be protected from exposure, how spaces outside the work area will be protected from contamination until completion of the work, and procedures which would be implemented in the case of an emergency possibly resulting in the release of asbestos contamination or exposure of unprotected people.
14. Submittal No. 14: Description of pre-cleaning, asbestos stripping, removal, encapsulation, and waste packaging methods to be used for the work area, and an explanation of decontamination and final cleanup sequence to be used.
15. Submittal No. 15: List of any other permits, licenses, manifests, or patents which are required or will be used.
16. Submittal No. 16: A copy of permits issued for HEPA Filtration System(s), (SCAQMD Rule 222).
17. Submittal No. 17: A copy of the Contractor's State of California, Department of Industrial Relations, Division of Occupation Safety and Health, Certificate of Registration for Asbestos-Related Work.
18. Submittal No. 18: A copy of the Contractor's notification to the Division of Occupational Safety and Health in compliance with Title 8 of The California Code of Regulations, Section 341.9.
19. Submittal No. 19: A copy of Certificate of Insurance
20. Submittal No. 20: Contractor shall provide daily inspection reports (written) on all respiratory equipment to the Consultant daily.
21. Submittal No. 21: Close Out Documentation: within working 10 days of project completion the Contractor must provide all documentation generated during the project. Documentation shall include but is not limited to: supervisors daily logs, signed daily personnel logs, visitor entry/exit logs, employee entry/exit logs for regulated areas, manometer print reports or logs (as applicable), filter change logs for all air filtration units, water, and respirators, air monitoring sample results for personnel, work areas, air monitoring sample results for air filtration (when required), safety meeting attendance and any other contractor generated documentation for inclusion in a final closure report.

END OF SECTION

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS:

A. The Contractor shall deliver all material and equipment to the site in the original containers bearing the name of the manufacturer, and details for proper storage and usage.

B. All materials or equipment delivered to the site shall be unloaded, temporarily stored, and transferred to the work area in a manner, which shall not interfere with operations of the Owner.

C. The Owner or Owner's representative must approve unloading and temporary storage sites, and transfer routes, in advance.

D. Damaged or deteriorated materials may not be used and must be promptly removed from the premises. Material, which becomes contaminated with asbestos containing material, shall be packaged as ACM, and legally transported and disposed of at an approved asbestos landfill.

1. Plastic Sheeting and Bags - Shall be fire retardant or equivalent with a thickness of least 6mil for all applications. Both transparent and opaque plastic shall be required, as directed by the Consultant/Resident Hygienist. Fire retardant polyethylene sheeting shall be used throughout the duration of the project. Waste disposal bags and/or plastic wrapping shall be clear and a minimum of 6-mil thickness with appropriate warning labels as previously described.

2. Encapsulants - Encapsulating agents shall be approved by the Owner's representative and must be compatible with the replacement materials (where necessary). The encapsulants must be UL tested.

3. Wetting Agent or Surfactant - Shall be 50% polyethylene ester and 50% polyethylene ether or equivalent, mixed in the proportion of one-ounce surfactant per five gallons of water. The material must be odorless, non-flammable, nontoxic, non-irritating, and non-carcinogenic. It shall be applied as a mist using a low-pressure airless sprayer recommended by the surfactant manufacturer.

4. Tape and Glue - Shall be capable of sealing plastic to finished surfaces without damage when they are removed. The bonding strength and resulting seal integrity must not be affected by mist or water, encapsulating agent, or any other materials to be used in the work area.

5. Warning Signs and Labels - Shall comply with 29 CFR 1926.1101(s), CCR Title 8 1529 (7) and (8), and all other Federal, State, or local codes and regulations.

6. Waste Containers and Transportation - Shall be bags as noted in Item No.1 above, drums or other closed containers, suitable for loading, temporary storage, transit, and unloading of contaminated waste without rupture, or otherwise causing spillage or exposure to persons or emissions to the atmosphere. Transportation methods shall comply with the provisions as stated above in section 1.15.12 and with any hazardous or special waste regulations for temporary storage, transport, and disposal if such codes are enforced in states or cities where the waste will be generated, stored, transported or disposed of. All containers shall be labeled in accordance with OSHA Regulation 29 CFR 1926.1101, Cal-OSHA CCR Title 8 1529, NESHAPS, SCAQMD Rule 1403 and DOT 49 CFR Parts 171 and 172.

7. Respiratory Protection Devices - Shall be NIOSH approved and shall comply with all provisions of 29 CFR 1926.1101, CCR Title 8 1529. Fit testing procedures must comply with 29 CFR 1910.134, CCR Title 8 5144. Provide documentation of fit testing procedure.

8. Electrical Equipment - Shall be Underwriters Laboratory listed and approved, and shall have ground fault circuit interrupt protection, which has been installed by a licensed electrician.

9. Ladders or Scaffolds - Shall be OSHA approved and be of sufficient dimensions and quantities so that all work surfaces can be easily and safely accessed by the Consultant, workers, and other inspectors. Scaffold joints and ends shall be sealed with tape to prevent incursion of asbestos fibers.

10. Hand Power Tools - Shall be equipped with HEPA filtered local exhaust ventilation if used to drill, cut into, or otherwise disturb ACM.

11. Brushes - All brushes shall have nylon bristles. Wire brushes are excluded from use due to their potential to shred asbestos fibers into small fibers. Wire brushes may be used on pipe joint applications upon prior written approval by the Consultant.

12. Lumber/Plywood - All lumber and plywood supplied by and used by the Contractor shall be fire retardant.

END OF SECTION

3.0 EXECUTION

3.1 PRE-ASBESTOS ABATEMENT PREPARATIONS: The Contractor shall prepare the work area as described in this section. Preparation work shall be performed according to the following general sequence of steps and procedures to ensure that proper containment and protection systems are installed prior to any work which could generate airborne asbestos fibers.

3.1.1 pre-clean the entire work area and remove/protect all items within the work area not removed by the Owner.

3.1.2 Asbestos removal work (Cal/OSHA Class I and II) shall be performed using Full Containment procedures when removing:

- Greater than 500 square feet of non-friable material (except roofing removal)
- Greater than10 square feet or 25 linear feet of Surfacing material
- Greater than 10 square feet or 25 linear feet of Thermal System Insulation (TSI) including glove bag operations.
- Greater than 10 square feet or 25 linear feet of rendered friable material (including, but not limited to, linoleum sheeting, thin set, drywall/mud, window putty, plaster, etc.) and/or when using mechanical buffers, bead blasting, wet blasting, grinding or sand blasting of any material.

These procedures consist of, but are not limited to the following:

- Minimum of two (2) layers of 6-mil fire retardant poly sheeting on walls, and floors (if not the intended scope of work).
- Minimum of one (1) layer of 6-mil plastic sheeting on ceilings (when applicable and as directed by the Consultant/Resident Hygienist).
- Minimum of two (2) layers of 6-mil fire retardant polyethylene sheeting for all critical barriers including, but not limited to HVAC systems, corridor openings, windows, doorways, where walls and/or ceilings are non-existent, stationary items, cabinetry, sinks, toilets, dispensers, penetrations/openings to the work area and or any other non-work area surface.
- Utilization of HEPA-filtered exhaust ventilation as described in section 1.16.
- Installation of three stage Decontamination Facilities as described in section 1.14.1.
- At least one (1) airless sprayer shall be present and in good working condition to conduct wet removal and misting of the air in each containment.
- At least one (1) HEPA vacuum shall be present and in good working condition to collect all asbestos debris and dust

3.1.3 Asbestos removal work (Cal/OSHA Class I and II) shall be performed using Modified Containment procedures when removing:

- Less than 500 square feet of non-friable material (except roofing removal)
- Less than 10 square feet or 25 linear feet of Surfacing material
- Less than 10 square feet or 25 linear feet of Thermal System Insulation (TSI) including glove bag operations.
- Less than 10 square feet or 25 linear feet of rendered friable material (including, but not limited to, linoleum sheeting, thin set, drywall/mud, window putty, plaster, etc.)

These procedures consist of, but are not limited to the following:

- Minimum of one (1) layer of 6-mil fire retardant poly sheeting for walls, ceilings (when applicable, and as directed by the Consultant/Resident Hygienist), and floors (when not the intended scope of work).
- A minimum of two (2) layers of 6-mil fire retardant poly sheeting for all critical barriers including, but not limited to HVAC systems, corridor openings, windows, doorways, stationary items and any other penetrations or openings into the work area.
- Utilization of HEPA-filtered exhaust ventilation as described in section 1.16.
- Installation and utilization of a one or two stage decontamination facility as directed by the Consultant/Resident Hygienist and described in section 1.14.1.
- At least one (1) airless sprayer shall be present and in good working condition to conduct wet removal and misting of the air. Hudson sprayers may be used only if pre-approved by the

Consultant/Resident Hygienist.

- At least one (1) HEPA vacuum shall be present and in good working condition to collect all asbestos debris and dust.

3.1.4 In addition to the above the following shall apply:

A. The Contractor in coordination with the Owner's representative shall shut down and/or isolate or temporarily modify heating, cooling, and ventilation air systems to the work areas, as required, for duration of work activities.

B. Remove or cover furniture or fixed objects with one (1) or two (2) layers of 6-mil fire retardant poly as specified in section 3.1.2, 3.1.3.

C. The Contractor, in accordance with the Owner, shall shut down electrical power (lock-out/tag-out) to work areas. The Contractor may use existing electrical service to the building for temporary electrical power during abatement work in accordance with the Owner's representative's instruction.

D. Designated areas shall be closed to all activity before the commencement of any work activities and shall not be available for re-occupancy until final air clearance results are submitted and approved by the Consultant/Resident Hygienist.

E. Alterations to existing fire alarm/safety systems must receive prior approval from the Owner's representative. Twenty-four-hour fire watch may be required.

F. Install HEPA unit(s) to facilitate air filtration as specified in Section 1.16. When the use of solvents is employed the HEPA filtration units are required to be equipped with charcoal filters (including HEPA vacuums). All filtration shall be externally exhausted unless otherwise approved by the Consultant. External exhaust flex tubing must be installed and attached at a minimum of 10 feet up from the ground level and 10 feet from any receptor (any location where the public can be exposed to asbestos fiber emissions). The end of the exhaust flex tubing must be clearly open and unobstructed.

G. Seal all openings airtight with poly sheeting. Remove and clean ceiling or wall-mounted objects, such as lights and other items not previously sealed off that interfere with abatement work. Store items removed as directed by Consultant/Resident Hygienist and/or Owner's Representative.

H. Viewing Ports: A <u>minimum</u> of one view port must be provided which will allow the greatest possible degree of the containment area to be viewed from an uncontaminated site. Viewing Ports shall be at least 18" x 18" in size.

I. Maintain and mark emergency exits from the work areas, with cutting device taped to base of polyethylene sheeting or establish alternate exits satisfactory to the local fire Marshal.

J. Upon completion of all preparation of the work area notify Consultant/Resident Hygienist that the work area is ready for inspection. The Contractor shall not begin abatement work until the Consultant/Resident Hygienist has inspected the area and any deficiencies have been corrected.

K. The contractor shall smoke test each containment to check for proper seal of the containment area. No removal work shall commence, until such seal is found leak-proof. The smoke test for each containment is to be conducted in the presence of the Consultant/Resident Hygienist.

3.2 APPROVAL OF PREPARATION WORK: After the asbestos removal work area has been prepared as specified above, the Contractor shall request a formal work area preparation inspection by the Consultant/Resident Hygienist. No removal, demolition or other disturbance of asbestos-containing materials, dust or debris shall occur until the Consultant/Resident Hygienist has inspected and approved the work area preparation work in writing.

3.3 REMOVAL OF ASBESTOS CONTAINING MATERIALS

A. This section covers the removal of, but not limited to, asbestos-containing floor tile and associated mastic as specified in the documents or as directed by the Consultant/Resident Hygienist.

B. Amended water (wetting agent) mixed and carefully applied using an airless sprayer as specified by the manufacturer, shall continuously be used to control the release of asbestos fibers from the asbestos-containing materials prior to and during removal. The amended water shall be applied in sufficient quantity to fully penetrate and saturate the material before it is removed. Wetting shall commence before removal work to ensure effectiveness.

C. Spray asbestos-containing material with amended water, using spray equipment capable of providing a "mist" application to reduce the release of fibers. Saturate the material sufficiently so the material is wet to the substrate without causing excessive dripping. The use of high RPM power equipment, pressure washers, or hydroblasters shall not be acceptable without special permission from the Consultant. Remove the saturated asbestos material in small sections from all areas. Material shall not be allowed to dry before placing in sealable polyethylene bags 6-mil minimum thickness. All asbestos-containing material shall be removed thoroughly and completely. Nylon fiber brushes shall be used to clean asbestos fibers from rough surfaces. No asbestos-containing material is to remain for any reason, nor is any friable asbestos-containing material to be encapsulated rather than removed. Any contaminated material capable of puncturing the polyethylene bags shall be packaged separately.

D. Maintain work areas free of accumulated asbestos-containing materials at all times. Keep waste materials wet until enclosed in sealed plastic bags or wrappings. Remove all debris and waste from containment prior to completion of each shift.

E. Seal polyethylene bags airtight. Ensure that all contaminated materials are double-bagged or wrapped to yield a minimum covering of 12-mil thickness before removal from the work area. Single bagged material shall be placed in a clean bag or into a lined drum.

F. Ensure all disposable containers are transparent and properly labeled in accordance with 29 CFR 1926.1101, CCR Title 8 1529, 40 CFR 61 Subpart M, SCAQMD (Rule 1403) and any other applicable Federal, State or local regulations.

G. Workers shall wear disposable full body coveralls and a minimum of Half Mask Air Purifying Respirators (APRs) with NIOSH approved asbestos cartridges for removal of non-friable materials and a minimum of Powered Air Purifying Respirators (PAPR) for removal of friable materials.

H. Electrical grinding or cutting tools shall not be used during the removal operation.

I. The Contractor shall repeatedly spray the material to prevent it from drying out. Metal shovels shall not be used.

J. The Contractor shall minimize contamination of the work floor, the exterior of disposal containers, and all other surfaces within the work area. At the end of each shift, all surfaces shall be cleaned of all debris and then HEPA vacuumed and wet wiped.

K. The use of brooms or the like within the containment removal area is strictly prohibited. Dry sweeping, shoveling or other dry clean-up of dust and debris containing ACM is strictly prohibited.

3.4 CLEANING OF ASBESTOS CONTAMINATED SURFACES:

A. This section pertains to the cleaning of surfaces that are potentially contaminated with asbestos containing dust and debris. Such cleaning shall be required to prevent this dust from becoming airborne and posing an exposure risk. Cleaning action shall be performed as preliminary exposure control procedures prior to performing other actions which are required. Cleaning shall consist of HEPA vacuuming followed by wet mopping/wiping of surfaces in a manner that prevents dust generation but effectively rids the surface of all visible debris, dust, film, and grime.

B. Each HEPA vacuum cleaner shall be separately equipped with an airtight securely attached hose of proper length and a collection wand, brush, and other special attachments appropriate to the required cleaning tasks. The equipment shall be properly operated at all times and shall contain no air leaks. The Consultant/Resident Hygienist shall inspect and request verification of the efficiency of the equipment's filtration (manufacturers' equipment data sheets). In accordance with SCAQMD Rule 206, the HEPA Vacuum must have attached to it the original Permit to Operate or a legible facsimile of the permit. Each HEPA vacuum shall be operated in accordance with SCAQMD Operating Parameters for Rule 222. The Operating Parameters for Rule 222, copy of validated form 222-A, must be on-site along with the filing receipt.

C. Cleaning Procedure:

1. Remove large pieces of debris by hand, and then vacuum all surfaces using HEPA filtered equipment and a collection attachment with minimizes dust generation. Clean surfaces by working outward from the point of access so that workers do not walk on or disrupt unclean surfaces.

2. Lightly wet the surface of any material that could produce airborne fibers by using an airless sprayer and amended water.

3. Collect, package, label, and dispose of HEPA vacuumed material as asbestos waste (as described in following sections).

4. Thoroughly wet wipe or mop all surfaces to remove any remaining dirt or grime, being careful not to wet or damage any electrical equipment, furniture, or other sensitive surfaces.

5. Allow surfaces to completely dry, and then inspect them for any visible remaining dirt or debris.

6. HEPA vacuum any remaining dirt or debris using an efficient collection attachment.

7. Request Consultant/Resident Hygienist to conduct final inspection of cleaning work prior to performing any other specified actions.

3.5 DAILY CLEAN-UP PROCEDURES AND WASTE CONTAINERIZATION

A. The Contractor must remove and containerize into bags all waste (including ACCM waste), disposing of same at the end of each day (at a minimum). The Contractor shall not leave removed ACM or ACCM inside the work area(s) overnight.

B. Containers (6-mil polyethylene bags) shall be sealed when full. Bags shall not be overfilled. They should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in gooseneck fashion. All ACM waste shall be double bagged or wrapped and sealed in an appropriate waste container, and labeled in accordance with current Federal, State and local regulations.

C. Seal polyethylene bags airtight. Ensure that all contaminated materials are double-bagged or wrapped to yield a minimum covering of 12-mil thickness before removal from the work area(s).

D. Ensure all disposable containers are transparent (“clear”) and properly labeled in accordance with 29 CFR 1926.1101, CCR Title 8 1529, 40 CFR 61 Subpart M, SCAQMD (Rule1403) and any other applicable Federal, State or local regulations.

E. The Contractor shall decontaminate all tools and equipment by HEPA vacuuming and/or wet wiping prior to removal from the work area(s). All remaining surfaces should be visually inspected by the Contractor for visible debris and cleaned as necessary.

3.6 FULL CONTAINMENT

A. This section covers the removal of asbestos containing materials as specified in section 3.1.2, or as directed by the Consultant/Resident Hygienist.

B. Amended water (wetting agent) mixed and carefully applied using an airless sprayer as specified by the manufacturer, shall continuously be used to control the release of asbestos fibers from the asbestos materials prior to and during removal. The amended water shall be applied in sufficient quantity to fully penetrate and saturate the materials. Wetting shall commence before removal work to ensure effectiveness.

C. Where carpets are installed with non-asbestos glue to asbestos-containing flooring materials or glued to non-asbestos flooring materials where asbestos containing mastics exist, removal of carpets shall be performed under containment in accordance with this section.

D. Removal work shall be conducted in accordance with section 3.3 of this specification.

3.6.1 FULL CONTAINMENT- WORK AREA PREPARATION

A. Pre-clean the abatement area and any fixed objects to remain within the work area, first using HEPA vacuum equipment and then wet cleaning methods as appropriate, and completely cover all remaining fixed objects with a minimum of two (2) layers of 6-mil thick plastic sheeting sealed with tape.

B. Seal off all openings, including but not limited to windows, corridors, doorways, HVAC ducts, grilles, vents, diffusers, and any other openings or penetrations to the work areas, with two (2) layers of 6-mil plastic sheeting sealed with tape. A U.L. approved fire stopping material shall be used in reconstruction or sealing of all fire walls and floor penetrations.

C. Use a minimum of two (2) layers of 6-mil plastic sheeting on walls and floors (if not the intended scope of work). Install a minimum of one (1) layer of 6-mil plastic on ceilings (when applicable and as directed by the Consultant/Resident Hygienist). All seams are to be sealed with tape.

D. Construct Decontamination enclosure systems at entrances / exits from the work area(s) as specified in section 1.14. Decontamination Facility(s) are required to be equipped with a water source for decontamination purposes.

E. Install HEPA unit(s) to facilitate air filtration as described in section 1.16. When the use of solvents is employed the HEPA filtration units are required to be equipped with charcoal filters (including HEPA vacuums). All air filtrations shall be externally exhausted unless otherwise approved by the Consultant/Resident Hygienist. Only approved low-odor solvents are permitted to be used.

F. Workers shall wear disposable coveralls and a minimum of Half Mask Air Purifying Respirators (APRs) with NIOSH approved asbestos cartridges for removal of non-friable materials and PAPR’s for removal of friable materials.

3.7 MODIFIED CONTAINMENT

A. This section covers the removal of asbestos containing materials as specified in section 3.1.3 or as directed by the Consultant/Resident Hygienist.

B. Amended water (wetting agent) mixed and carefully applied using an airless sprayer as specified by the manufacturer, shall continuously be used to control the release of asbestos fibers from the asbestos materials prior to and during removal. The amended water shall be applied in sufficient quantity to fully penetrate and saturate the materials. Wetting shall commence before removal work to ensure effectiveness.

C. Where carpets are installed with non-asbestos glue to asbestos-containing flooring materials or glued to non-asbestos flooring materials where asbestos containing mastics exist, removal of carpets shall be performed under containment in accordance with this section.

D. Removal work shall be conducted in accordance with section 3.3 of this specification.

3.7.1 MODIFIED CONTAINMENT - WORK AREA PREPARATION

A. Pre-clean the abatement area and any fixed objects to remain within the work area, first using HEPA vacuum equipment and then wet cleaning methods as appropriate, and completely cover all remaining fixed objects with minimum of one (1) layer of 6-mil thick plastic sheeting sealed with tape.

B. Seal off all openings, including but not limited to windows, corridors, doorways, HVAC ducts, vents, grilles, diffusers, and any other openings or penetrations to the work areas, with two (2) layers of 6-mil plastic sheeting sealed with tape, as directed by the Consultant/Resident Hygienist. A U.L. approved fire stopping material shall be used in reconstruction or sealing of all fire walls and floor penetrations.

C. Use a minimum of one (1) layer of 6-mil plastic sheeting on walls (if not the intended scope of work). Use a minimum of one (1) layer of 6-mil plastic sheeting on floors (if not the intended scope of work) and a 6-mil poly drop layer. All seams are to be sealed with duct tape.

D. Construct Decontamination enclosure systems at entrances / exits from the work area(s) as specified in section 1.14. Decontamination Facility(s) are required to be equipped with a HEPA vacuum and water source for decontamination purposes. Personnel are required to HEPA vacuum disposable clothing prior to removing the disposable clothing in the equipment (dirty) room.

E. Install HEPA unit(s) to facilitate air filtration as described in section 1.16. When the use of solvents is employed the HEPA filtration units are required to be equipped with charcoal filters (including HEPA vacuums). All air filtrations shall be externally exhausted unless otherwise approved by the Consultant/Resident Hygienist. Only approved low-odor solvents are permitted to be used.

F. Workers shall wear disposable coveralls (double suit) and a minimum of Half Mask Air Purifying Respirators (APRs) with NIOSH approved asbestos cartridges for non-friable materials removal and PAPR’s for removal of friable materials.

3.8 OTHER NON-CONTAINMENT REGULATED AREAS:

A. This section covers the removal of non-friable asbestos-containing materials, not otherwise removed within a modified or full containment.

B. A layer of 6-mil plastic sheeting shall be placed immediately below the work area(s) and secured to the ground surface. The work area(s) shall be properly demarcated with “Asbestos Danger” barrier tape and signs. Workers shall wear disposable coveralls (double suit) and a minimum of Half Mask Air Purifying Respirators (APRs) with NIOSH approved asbestos cartridges for non-friable materials removal.

C. The materials shall be removed utilizing wet methods and hand tools. The wetting solution shall be applied with an airless spray or low pressure spray equipment to avoid displacement and dispersal of asbestos fibers. HEPA vacuums shall be used for prompt clean-up of the dust and debris.

D. Upon completion of removal work, but prior to commencing encapsulation, an inspection and approval of the removal area(s) shall be conducted by the Consultant/Resident Hygienist.

3.9 GLOVEBAG REMOVAL - GENERAL

A. Maximum temperature of components (pipe, etc.) allowable for glove-bag work as specified by glove bag manufacturer.

Note: Glove-bags shall not be used on surfaces of which the temperature exceeds 150^{o}degrees.

B. Contain work area: shut down or temporarily modify HVAC systems, exclude casual personnel, close doors, and install warning signs.

C. Wear personal protection: disposable whole-body suits and powered air purifying respirators (PAPR's) with HEPA filter.

D. Install secondary containment (i.e., critical barriers, visual barriers, poly drop floors as directed by the Consultant/Resident Hygienist).

E. Provide supplementary lighting as required.

F. Contractor shall utilize Negative air (units and/or HEPA vacuum) on-site during all glove-bag operations.

G. Contractor shall provide a crew of two or more persons for glove-bag removal.

H. Glovebags shall be made of 6 mil thick plastic and shall be seamless at the bottom. Glovebags may be used only once and may not be moved and must be affixed around not more than a 60 x 60 inch area of asbestos-containing material.

3.9.1 GLOVEBAG – WORK AREA PREPARATION

A. Pre-clean the abatement area and any fixed objects to remain within the work area, first using HEPA vacuum equipment and then wet cleaning methods as appropriate, and completely cover all fixed objects with a minimum of (1) layer of 6-mil thick plastic sheeting sealed with tape.

B. Seal off all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grilles, diffusers, conduit, and any other penetrations to the work areas, with (2) layers of 6-mil polyethylene fire retardant sheeting sealed with tape. A U.L. approved fire stopping material shall be used in reconstruction or sealing of all fire walls and floor penetrations.

C. Use a minimum of one-layer of 6-mil plastic sheeting on floors and adjacent walls. All seams are to be completely sealed with tape.

D. For mini-enclosure secondary containments use a minimum of (1) layer of 6-mil plastic on floors, walls, and all fixed horizontal surfaces. All seams are to be completely sealed with tape.

E. Build two-stage or three-stage decontamination enclosure systems at entrances / exits from the work area(s) as specified in section 1.14. Decontamination facility(s) are required to be equipped with a water source, for decontamination purposes. Personnel are required to HEPA vacuum disposable clothing prior to removing the disposable clothing in the equipment (dirty) room. Dispose of used protective clothing, respirator filters as contaminated waste.

F. Remove and clean ceiling or wall-mounted objects, such as lights and other items not previously sealed off that interfere with abatement work. Store items removed as directed by consultant and/or Owner's Representative.

G. Maintain and mark emergency exits from the work areas, with cutting device taped to base of polyethylene sheeting or establish alternate exits satisfactory to the local fire Marshal. Provide 18" x 18" view ports at work area.

H. Upon completion of all prep work notify Consultant that the work area is ready for prep inspection. The Contractor shall not begin abatement work until the Consultant/Resident Hygienist has inspected the area and any deficiencies have been corrected.

I. The contractor shall smoke test each glove-bag seal to applied surface. No removal work shall commence, until such seal is found leak-proof. The smoke test for each glove-bag is to be conducted in the presence of the Consultant/Resident hygienist.

3.9.2 GLOVE BAG ABATEMENT

A. Using approved glove bag(s) in strict accordance with the manufacturer's instructions, workers in full protective body clothing and appropriate respiratory protection may begin removal of pipe insulation as per the following, or manufacturer's instructions. In case of conflict, the more stringent provisions shall apply.

B. Cut the sides of the glove bag to fit the size of the pipe you will be working on and insert the tools you will need into the attached tool pocket.

C. Attach the glove bag to the working area by folding the open edges together and sealing with spray glue and tape. Any additional support that may be necessary to support the weight of the debris shall be provided. Do not allow glove bag to come in contact with hot pipes.

D. Seal the edges of the glove bag around the working area with tape or adjustable straps to form a tight seal. Slice open the side port to allow entry of the wetting tube and HEPA vacuum hose. Insert the nozzle from the portable sprayer, seal around it with tape, and thoroughly wet the area to be removed. Glove bags must be smoke tested in the presence of the Consultant prior to starting removal.

E. Spray asbestos-containing material with amended water, using spray equipment capable of providing a "mist" application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excessive dripping. The use of high RPM power equipment, pressure washers, or hydroblasters shall not be acceptable without special permission from the Consultant. Remove the saturated asbestos material in small sections from all areas. All asbestos-containing material shall be removed thoroughly and completely. Nylon fiber brushes shall be used to clean asbestos fibers from rough surfaces. No asbestos-containing material is to remain for any reason, nor is any friable asbestos-containing material to be encapsulated rather than removed. Any contaminated material capable of puncturing the polyethylene bags shall be packaged separately.

F. Insert arms into the armholes and gloves and proceed to remove the asbestos from the elbow, valve fitting or pipe. At locations where the insulation rests directly on pipe by shimming with wood blocks or other suitable materials. Continue wetting the material as required. Thoroughly wet the remaining pipe and insulation and wash down the inside of the glove bag. Scrub or brush any remaining suspect insulation material from the pipe or fitting.

G. When glove bag operations are complete, clean tools by cleaning any residual materials from tools and disposing of glove bag and water as contaminated waste.

H. When the job has been completed, remove the spray nozzle, insert the HEPA vacuum nozzle, and turn on the HEPA vacuum to remove air from the bag. With the air removed from the glove bag, squeeze the bag tightly as close to the top as possible and twist seal and tape to keep the asbestos material safely at the bottom of the bag. Turn off the HEPA vacuum, remove the hose from the side port, and seal the side port with tape.

I. Cut and remove the glove bag from the working area and place it into another plastic bag. Move bags to holding area or disposal storage unit. Re-insulate hot pipes with temporary non-combustible insulation upon completion of each shift's activities (when applicable).

J. Seal polyethylene bags airtight. Ensure that all contaminated materials are double-bagged to yield a minimum covering of 12-mil thickness before removal from the work area. Single bagged material shall be placed in a clean bag or into a lined drum.

K. Ensure all disposable containers are properly labeled in accordance with 29 CFR 1926.1101, CCR Title 8 1529, 40 CFR 61, SCAQMD (1403), DOT and any other applicable Federal, State or local regulations.

3.10 REMOVAL OF ASBESTOS-CONTAINING ROOFING MATERIALS:

A. The following work practice requirements are for the removal/disturbance of asbestos-containing roofing materials. Mechanical removal practices, other than use of saw cutting, will require full compliance with SCAQMD Rule 1403 requirements. HEPA vacuuming of small debris is required. Gentle sweeping will be allowed as long as the material is adequately wet (29 CFR 1926.1101and CCR Title 8 1529). HEPA vacuuming equipment will be operated in accordance with SCAQMD Operating Parameters for Rule 222. Workers shall wear disposable coveralls (double suit) and a minimum of Half Mask Air Purifying Respirators (APRs) with NIOSH approved asbestos cartridges for non-friable materials removal.

B. Establish/install an equipment room or area that is adjacent to the regulated area and is equipped with a HEPA vacuum and water source for the proper decontamination of employees and their equipment. Personnel are required to HEPA vacuum disposable clothing prior to removing the disposable clothing in the equipment (dirty) room.

C. As required by federal OSHA, CAL-OSHA, and any other applicable Federal, State, and local safety agencies, guard rails, scaffolding, rigging, etc. shall be installed as necessary prior to removal activities commencing. Ropes and safety harnesses must be utilized where applicable and where approved by the Contractors safety officer and OSHA/Cal-OSHA.

D. Before work begins and as needed during the job, a competent person who is capable of identifying asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective measures to eliminate such hazards, shall conduct an inspection of the work site and determine that the roofing material is intact and will likely remain intact.

E. It is the Contractor's responsibility to perform inspections of the roofing system and to verify that it is safe to work on and to have materials removed from.

1. Roofing material shall be removed in an intact state to the extent feasible.

2. Wet methods shall be used to remove roofing materials that are not intact, or that will be rendered not intact during removal, unless such wet methods are not feasible or will create safety hazards.

3. Remove all objects not fastened to existing structure from work area prior to commencement of removal activities.

4. Cover all stationary objects and surfaces not intended for removal or stripping of asbestos containing roofing material. Cover and render air-tight all air passageways, such as doors, windows, skylights, air circulating units, vents and registers in the work area, with plastic sheeting, or hard wood barriers with studded support.

5. Confine all debris associated with roofing removal activities and prevent dispersal into the facility structure.

6. Utilize plastic sheeting catch devices secured to the structure foundation to contain incidental falling of roofing debris.

7. Warning tape shall be installed surrounding buildings where debris may accidentally be dislodged during preparation and removal activities at a minimum of ten (10) feet from the perimeter of the building. Tape shall remain in place and inspected daily throughout the duration of the removal project.

8. When cleaning roof surface do not use tools or devices which would cause debris to become airborne i.e., brooms, blowers, high pressure rinse, etc.

9. Amended water will be used continually throughout the work period to ensure that any asbestos-containing material exposed by manual force or saw cutting, is wet and remains wet until final disposal. Unless a competent person determines that wetting substantially decreases worker safety.

10. Cutting machines shall be continuously misted during use, unless a competent person determines that misting substantially decreases worker safety.

11. When removing built-up roofs with asbestos-containing roofing felts and an aggregate surface using a power roof cutter, all dust resulting from the cutting operation shall be collected by a HEPA dust collector, or shall be HEPA vacuumed by vacuuming along the cut line. When removing built-up roofs with asbestos-containing roofing felts and a smooth surface using a power roof cutter, the dust resulting from the cutting operation shall be collected either by a HEPA dust collector or HEPA vacuuming along the cut line, or by completely wiping up the still-wet dust and debris left along the cut line. The dust and debris shall be immediately bagged or placed in covered containers.

12. The wetting solution shall be applied with airless spray or low pressure spray equipment to avoid displacement and dispersal of asbestos fibers. The Contractor shall be cautious when using water so as not to cause any water damage to the interior space of the building.

13. All efforts shall be made to manually loosen and remove the roofing material limiting breaking and chipping.

14. The Contractor shall insure that the interior space below the work area does not get contaminated with the fallout debris while removing the roofing materials. This area should be adequately policed during the removal operation. If there is any fallout debris resulting from the roof work the Contractor will be responsible for any damages as well as the clean-up of the debris.

15. A penetrating encapsulant shall be used during the cutting process to prevent asbestos fiber release, as directed by the Consultant/Resident Hygienist.

16. Asbestos-containing material that is being removed or has been removed from a roof shall not be dropped or thrown to the ground. Unless the material is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane, or hoist.

17. All non-friable roofing materials will be carried to the edge of the roof where off loading and transport will take place by means of a chute, hoist or other approved means of removal from the roof.

18. Carefully lower asbestos-containing material that has been removed in unit(s) or section(s) to the ground or a lower floor without dropping, throwing, sliding, or otherwise damaging the asbestos-containing material, or transport the asbestos-containing material to the ground or a lower floor via leak-tight chute(s), or container(s) when removal occurs more than 50 feet above the ground level and were not removed in unit(s) or in section(s). Roofing materials transported off the roof via air tight leak tight

chutes must lead to a contained staging area where materials are properly stored in leak tight containers prior to leaving for disposal.

19. Any ACM that is not intact shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift. While the material remains on the roof it shall either be kept wet, placed in an impermeable waste bag, or wrapped in plastic sheeting.

20. Intact ACM shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift.

21. Upon being lowered, unwrapped material shall be transferred to a closed receptacle in such manner so as to preclude the dispersion of dust. Roofing material must be immediately sealed into an air tight container, covered drop box or plastic wrapping with 6 mil. minimum thickness.

22. Roof level heating and ventilation air intake sources shall be isolated or the ventilation system shall be shut down.

23. Immediately following removal of roofing materials, apply amended water to entire exposed surface.

24. Remaining wetted asbestos-containing waste materials, including plastic or wooded barriers, shall be placed in leak-tight containers or sealed plastic bags with 6 mil. minimum thickness.

25. Maintain on-site storage of encapsulated materials or leak-tight containers within an enclosed storage area prior to transportation. Leak-tight containers and encapsulated material shall not be accessible to the general public and shall be stored in properly lined, labeled and locked storage areas/bins when not in use.

26. All asbestos-containing waste material shall be placed in leak-tight containers that will not allow said material to escape while moving them from work areas to disposal container or transport vehicle.

If the Abatement Contractor elects to dispose of roofing materials via “burrito wrap” enclosure the Contractor must provide a letter from the approved asbestos waste disposal site providing information regarding proper “burrito wrapping” methods and proper methods for unloading from waste hauling container. Advanced approval from SCAQMD will also be required if the abatement Contractor intends to “burrito wrap” roofing materials.

3.11 CLEANING AND FINAL DECONTAMINATION

A. Methods and Approvals: Cleaning methods and approvals shall consist of the following tasks performed in the listed order:

1. Remove all visible accumulations of asbestos debris on all surfaces, and then HEPA vacuum all surfaces.

2. After HEPA vacuuming, the work area air shall be lightly misted (with amended water) and then all surfaces shall be wet wiped thoroughly clean (first cleaning). When applicable, when the use of low-odor solvents has been employed the floor surface shall be aggressively mopped with either baking soda or other approved (odor absorbing) detergent and hot water as directed by the Consultant/Resident Hygienist.

3. The Contractor shall decontaminate all tools and equipment by HEPA vacuuming and/or wet wiping prior to removal from the work area.

4. All asbestos materials including waste bags shall be removed from the work area and all surfaces should be visually inspected by the Contractor’s Supervisor for visible dust, debris, and cleaned as necessary prior to requesting a visual inspection by the Consultant/Resident

Hygienist.

5. After the Contractor has completed the above steps, he shall request to have the Consultant/Resident Hygienist visually inspect the removal work area. Reference Section 3.12 Consultant's Approval of Removal Work.

3.12 CONSULTANT'S APPROVAL OF REMOVAL WORK:

A. Upon completion of removal work and cleaning of the work area, but prior to commencing encapsulation of the work area, the Contractor shall request the Consultant/Resident Hygienist to conduct an inspection and approval of the removal work.

B. The Consultant/Resident Hygienist shall inspect each regulated work area for visible debris, dust, or residue. If any accumulation of residue, dust or debris is observed during the inspection, the work area shall be re-cleaned by the Contractor as directed by the Consultant/Resident Hygienist.

C. Upon obtaining the Consultant's written approval of final cleaning, the Contractor shall encapsulate all substrate surfaces and other surfaces within the work area as specified herein. Unless otherwise permitted, drying time shall be as specified by the manufacturer before final air sampling is conducted.

D. After an acceptable visual inspection and encapsulation of the work area, clearance air samples will be collected by the Consultant/Resident Hygienist.

E. If any of the post cleaning clearance air sample results are above the EPA AHERA "clearance" levels, the Consultant will require additional cleaning and decontamination by the Contractor and the above inspection and air tests shall be repeated by the Consultant/Resident Hygienist.

3.13 CLEARANCE AIR MONITORING

A. Following an acceptable visual inspection and encapsulation of surfaces that were exposed during abatement and a subsequent satisfactory inspection of the completely cleaned work area by the Consultant/Resident Hygienist, post-abatement clearance air monitoring for all "Containment areas" will be conducted.

B. The Consultant shall arrange for sampling of the air in the work area for airborne asbestos fiber concentrations. Air samples shall be collected in each "Containment" work area. All clearance air samples will be analyzed for airborne fiber concentrations in accordance with NIOSH 7400 (most current edition) for Phase Contrast Microscopy (PCM) and 40 CFR, Part 763, Subpart E (AHERA) for Transmission Electron Microscopy (TEM).

C. All samples collected within a work area shall indicate fiber concentrations less than or equal to 0.01 fibers per cubic centimeter (f/cc) of total air volume of not less than 1199 liters using PCM analysis, or, if applicable, average concentrations of less than 70 structures per square millimeter (s/mm^2) for total air volume of not less than 1199 liters using TEM analysis.

D. Areas exceeding the clearance level shall be re-cleaned, re-encapsulated and re-tested until acceptable clearance levels are obtained. All costs associated with re-testing of an area shall be borne by the Contractor.

E. Following the satisfactory completion of clearance air monitoring, work area isolation barriers shall be removed by the Contractor and properly disposed of as contaminated waste or as directed by the Consultant/Resident Hygienist.

F. Air clearance sampling as described above does not apply to non-containment regulated areas (i.e., Roofing abatement).

3.14 RE-ESTABLISHMENT OF WORK AREAS AND SYSTEMS

A. Re-establishment of each work area shall occur only following the completion of all heretofore described procedures and after clearance air monitoring has been performed satisfactorily.

B. The Contractor will be responsible to repair all areas of damage that occurred as a result of the Contractor's activities.

C. Any objects that were removed to temporary locations shall be relocated to their original position unless specified otherwise by the Owner, including re-installment of lighting and electrical fixtures.

D. When applicable, the Contractor shall re-establish HVAC, mechanical and/or electrical systems in proper working order, as directed by the Owner's representative.

3.15 MONITORING, TESTING, AND INSPECTION:

A. The Consultant shall closely and continuously monitor the performance and execution of the work. The monitoring work shall be performed both around the work area and the surroundings to ensure full compliance with these specifications and all applicable regulations. Ambient air samples will be collected and analyzed by the Consultant/Resident Hygienist. The Contractor shall provide full cooperation and support to the Consultant throughout the work. Monitoring and inspections shall include air samples in the work space, air samples in the areas surrounding the work areas, and if necessary, periodic personnel samples at breathing levels on a number of workers, checking of the Contractor's standard operating procedures, engineering controls, respiratory protection equipment, packaging, transporting and disposal of asbestos waste, decontamination facilities and procedures, and any other aspects of the abatement process that may impact the health and safety of people and the pollution of the environment.

B. The Owner shall bear all cost in connection with the laboratory work required in Paragraph A above. However, the costs of all subsequent laboratory analysis collected because the limits specified were exceeded on the initial testing shall be borne by the Contractor. The Contractor shall also conduct and bear the cost of personal air samples for Cal/OSHA compliance.

C. The Contractor shall receive copies of all laboratory reports presenting the results of the Consultant's air monitoring and inspection program. All information shall be recorded in the Contractor's air monitoring log.

3.16 AIR MONITORING BY CONTRACTOR:

A. The Contractor shall be responsible for personal air monitoring to document compliance with the OSHA/Cal-OSHA regulations for asbestos.

B. The Analytical Laboratory shall be successfully participating in the AIHA / NIOSH Proficiency Analytical Testing (PAT) Program.

C. Number and frequencies of personal air sampling shall be as required by OSHA/Cal-OSHA regulations but not less than two (2) samples per eight (8) hour work shift for each type of activity during times of asbestos removal work.

D. Results of sample analysis shall be provided to the Consultant/Resident Hygienist within twenty-four (24) hours of collection.

E. The Contractor shall at no additional charge install and provide AC power and extension cords for the Consultant to collect all area and final air clearance samples as deemed necessary by the Consultant/Resident Hygienist.

3.17 FINAL INSPECTION AND TESTING:

A. After thorough cleaning of the work area, and satisfactory degree of cleanliness has been achieved, the Contractor shall notify the Consultant/Resident Hygienist that the work area is ready for inspection and final testing. The Consultant/Resident Hygienist and the Contractor shall then visually inspect the workspace for the detection of any visible asbestos dust or contamination. If the visual inspection does not reveal any dust or other signs of contamination, final air testing shall commence.

B. The final test shall consist of collecting air samples in the work area to establish that airborne fiber levels do not exceed 0.01 f/cc as determined by PCM or an average concentration of 70 structures per square millimeter (S/mm^2) for TEM. Surface wipe samples may also be collected and analyzed at the option of the Consultant to confirm the results of the air sampling. If the results of the final testing are not satisfactory, thorough wet cleaning and/or HEPA vacuuming shall be repeated until the required “clearance levels” are achieved.

C. After achieving the level of cleanliness and decontamination as specified herein and as confirmed by the visual inspections and final testing, the Consultant shall thoroughly inspect the space jointly with the Contractor to determine whether any damage has been done to the building/areas. A final inspection report shall be prepared jointly by the Consultant and the Contractor detailing the list of items (if any) to be fixed by the Contractor.

3.18 RESPONSIBILITY FOR DAMAGES: Any damages to any items or fixtures that has been the result of actions by the Contractor's personnel shall be repaired to their original condition without any additional cost to the Owner. A comparison to the pre-construction inspection report shall be the basis for the assessment of damages to be addressed.

3.19 RESTORATION AND REPAIRS: Repair and restore all items in accordance with the final inspection list specified herein. All surfaces within the work area must be free and clean of residues including but not limited to encapsulants, glue, tape, poly, etc.

END OF SECTION

SECTION 13280 - INORGANIC LEAD REMOVAL / CONSTRUCTION ACTIVITIES GUIDE

PART I GENERAL

1.1 DESCRIPTION OF WORK: The Contractor shall furnish all labor, materials, facilities, equipment, services, employee training and testing, permits and agreements, and waste transport and disposal necessary to perform the work required for the lead related construction activities including, but not limited to, removal, stabilization, and demolition of lead-containing paint/lead-based paint and lead components for the Doty Middle School Culinary Arts Renovation project located at 10301 Woodruff Avenue, Downey, California. Lead paint related construction activities shall be conducted in accordance with Cal-OSHA, EPA/California Department of Public Health (when applicable), California Department of Toxic Substance Control, and any other applicable federal, state, and local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.

A. The Work covered by this section includes the handling of Lead bearing paints and compounds which are encountered during the lead related construction activities of all painted surfaces including, but not limited to exterior floor stripes, metal beams, wood deck/overhang, window sills, vents, window casings, interior metal columns, and the incidental procedures and equipment required to protect workers and occupants of the buildings, from contact with airborne Lead dust, fallen dusts containing Lead, and attached Lead bearing materials. The work includes the proper packaging, labeling and storage of the removed Lead containing materials prior to disposal according to current Federal, State, Regional, or Local regulations that apply.

B. The Contractor shall supply all labor, materials, equipment, services, insurance and incidentals, which are necessary or required to perform the Work. The Work shall be performed in accordance with applicable governmental regulations and these Specifications.

C. The Contractor will be responsible for all medical monitoring before and after abatement in accordance with applicable laws and regulations including without limitation OSHA 29 CFR 1910.1025, 1926.62 and Title 8, CCR 1532.1.

D. The Contractor will be responsible for all environmental and health and safety monitoring including without limitation conducting personal breathing zone monitoring and the posting of results.

E. When mandated by the Consultant, the Contractor will be responsible for conducting all lead waste characterization tests to determine the proper disposal of lead waste generated by lead related paint/component removal or paint stabilization activities. Testing conducted by the Contractor, the Consultant will observe all sample collection and shall be provided copies of the sample analysis prior to disposal of the Lead waste. Otherwise, the Consultant will be responsible for conducting the lead waste characterization tests. This includes but is not limited to Total Threshold Limit Concentration (TTLC), Soluble Threshold Limit Concentration (STLC) and Toxicity Characteristic Leaching Procedure (TCLP) (when applicable) testing.

1. For building demolition the lead waste testing (composite of various lead painted and non-lead/unpainted building components) should be conducted prior to demolition to determine the proper waste stream and if segregation of components is necessary to reduce waste disposal costs. Lead Waste Characterization testing of the building components may be conducted by the Contractor or Consultant. **Intact Lead painted Metal Components shall be segregated from the waste stream and sent to an approved recycling company that accepts intact Lead painted metal components**. If the painted metal components are not segregated and sent to recycling, then the metal components shall be included in the waste stream and tested along with the remaining building components to determine the proper disposal. Based on the sample analysis the Contractor must make every effort to minimize the waste stream utilizing industry-accepted standards.

F. The Contractor will be responsible for the removal, as specified, and proper packaging,

labeling, storage, and transportation and disposal of all Lead-containing/lead based paint and lead materials removed from surfaces as well as all removed components in the affected area(s).

G. This Lead guideline specification is general in scope to cover conditions that most often occur. However, the Contractor is bound only by the applicable portions of the specification. Additional or specific instructions to the Contractor may be added as part of the Scope of Work of a contract. In such cases, the Contractor is bound by those special provisions or requirements.

1.2 RELATED WORK This section of the specification contains the requirements of the current Federal and State regulations for occupational exposure to Lead and Lead bearing compounds. The Contractor shall provide Asbestos abatement in accordance with the "Asbestos Abatement" section of this specification.

1.3 SCOPE OF WORK This specification covers lead related construction activities including, but not limited to removal, stabilization, and demolition of lead-containing paint/lead-based paint and lead components utilizing manual removal methods or chemical methods. The work covered by this section is, by intent, in association with the scheduled renovation or demolition activities and is not intended to reduce or eliminate any lead hazards by design.

1.4 APPLICABLE PUBLICATIONS: The publications listed below are incorporated into this specification and shall be read as if printed herein. In case of conflict between the referenced documents and the requirements in the specification, the stricter requirements shall apply. When differences occur between Federal, State, Regional, City or local regulations or ordinances, the stricter requirements shall apply. However, only the regulations of agencies that have jurisdiction over the operations apply, others may be used as guidelines. Recommended practices by regulatory agencies or scientific advisory organizations may be used as guidelines in establishing current state-of-the-art practices.

A. **CODE OF FEDERAL REGULATIONS**:

29 CFR 1910.1025	Lead (General Industry)
29 CFR 1910.1020	Employee Access to Medical Records
29 CFR 1910 Subpart I	Personal Protective Equipment
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.1200	Hazard Communications Standard
29 CFR 1926.20	General Safety and Health - Construction
29 CFR 1926.21	Safety Training and Education (including confined spaces)
29 CFR 1926.25	Housekeeping
29 CFR 1926.28	Personal Protective Equipment
29 CFR 1926.51(f)	Washing Facilities
29 CFR 1926.55	Gases, Vapors, Fumes, Dusts, Mists
29 CFR 1926.57	Ventilation
29 CFR 1926.59	Hazard Communications Standards (Construction)
29 CFR 1926.62	Lead Exposure in Construction
29 CFR 1926.134	Respiratory Protection
29 CFR 1926.150	Fire Protection
29 CFR 1926.353	Ventilation-Welding, Heating, etc.

40 CFR, Parts 261, 262, 268 - RCRA (Resource Conservation & Recovery Act) of 1976, as amended in 1980 and 1984 - Hazardous Waste Disposal (Toxic & Hazardous Chemicals).

40 CFR PART 745, Lead Based Paint Poisoning Prevention in Certain Residential Structures

49 CFR - Department of Transportation (DOT) Regulations regarding the proper packaging, labeling and transportation of hazardous materials.

HUD Department of Housing and Urban Development (If Applicable)
Technical Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing

B. **STATE OF CALIFORNIA & LOCAL REGULATIONS**

CCR Title 8 1532.1	Construction Safety Orders, Lead (Amended March 6, 2007)
CCR Title 17 Div1 Ch 8	Accreditation, Certification, and Work Practices For Lead-Based Paint and Lead Hazards
South Coast Air Quality Management District, Rule 1420	Emissions Standards for Lead
CCR Title 8, 5144	Respiratory Protection
CCR Title 8, 5194	Hazard Communication
CCR Title 22	Department of Toxic Substance Control (DTSC)
CCR Title 8, 5156, 5157, 5158	Confined Spaces
CCR Title 8	Construction Safety Orders 1500-1938 (as applicable)

C. **GUIDANCE DOCUMENTS**

1. National Institute for Occupational Safety & Health, (NIOSH), Occupational Exposure to Inorganic Lead, Criteria for a Recommended Standard. Pub 78-158, 1978.

2. U.S. EPA, Air Quality Criteria for Lead, EPA-600/8-83/028a, Final Draft, 1986.

3. National Institute for Occupational Safety & Health (NIOSH), NIOSH Respirator Decision Logic, Pub 87-108, 1987.

4. National Institute for Occupational Safety & Health (NIOSH), NIOSH Guide to Industrial Respiratory Protection, Pub 87-116, 1987.

5. National Institute for Occupational Safety & Health (NIOSH), Recommended Industrial Ventilation Guidelines, Pub 96-162.

6. American Conference of Governmental Industrial Consultants (ACGIH), Industrial Ventilation Manual, 22 Edition, 1980.

7. American National Standards Institute (ANSI) Pub Z9.2-79 Local Exhaust Ventilation Systems. Pub Z88.2-80 Practices for Respiratory Protection.

8. American Conference of Governmental Industrial Hygienists (ACGIH), Documentation of "Threshold Limit Values and Biological Exposure Indices", Fifth Edition, 1989 - 1990.

9. Department of Housing and Urban Development, Office of Public & Indian Housing, *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition).*

1.5 DEFINITIONS AND REQUIREMENTS:

A. Lead: all metallic Lead, inorganic Lead compounds, Lead containing paints, bulk Lead sheets, and organic Lead soaps.

B. Action Level: Exposure without the use of respirators to airborne concentrations of Lead in the breathing zone of 30 micrograms/cubic meter (ug/m^3) of air sampled and average over an 8-hour work period.

C. Permissible Exposure Limit: A limit of 50 ug/m^3 Lead exposure averaged over an 8-hour work period. The 8-hour time-weighted average (TWA) allowable exposure is reduced proportionately if more than 8 hours are worked that day. Periods when respirators are worn may be calculated with periods when they are not worn according to the respirator protection factor to develop the 8-hour TWA. (Reference 29 CFR 1926.62, Title 8, 1532.1).

D. Exposure Monitoring: The following criteria must be met:

1. Sample of breathing zone exposure as if no respirator were worn.

2. Sample for at least (7) hours of the 8-hour work shift.

3. Sample the most exposed employee for each job classification in each different work area.

4. Full shift samples must be representative of the employees' regular daily exposure to Lead.

5. The employer must determine by air sampling if employees are exposed to lead at or above the Action Level or above the Permissible Exposure Limit.

6. Air monitoring reports shall include at a minimum:
   - Date, names, social security numbers
   - Locations
   - Area name/job classifications.
   - Sample Time.
   - Sample volume.
   - Sampling and analytical techniques
   - Type of Respiratory Protection worn
   - Airborne lead concentrations (ug/m^3).
   - Note actions taken in response to exceeding the established exposure levels.

7. All air sampling data must be recorded even that which shows that employees are below the Action Level.

8. Weekly reports shall be submitted along with pay requests for Completed Work.

E. Frequency: If initial monitoring results show that occupational exposure of workers is below the Action Level, then only periodic monitoring is required. If initial air monitoring results are above the Action Level, but below the PEL, sample every six months. When the monitoring results are above the PEL, then monitoring must continue at least quarterly until results show that exposures have fallen below the Action Level. Whenever there are changes in the operations, or type or location of the work, initial monitoring must be repeated to establish the workers' exposure.

F. Notification: Within five (5) days following receipt of monitoring results, the employer must make the information available to the employees in writing. Posting of results, on site, is required.

G. Method of Compliance: When employees are exposed to Lead above the PEL, then engineering controls (e.g., ventilation), administrative controls, and work practice controls (e.g., housekeeping, regulated areas, hand washing facilities) are required to reduce the exposures to below the PEL.

H. Respiratory Protection: Where a negative exposure assessment has not been performed and/or where engineering controls and change of work practices may not reduce the employee

exposures at or below the PEL of 50 ug/m^3, then proper respiratory protection as defined in Paragraph (f) of 29 CFR 1926.62 and Title 8 1532.1, and Title 8 5144 Table 1, must be used according to the airborne concentrations of Lead present in the breathing zone.

I. Compliance Program: Each employer shall develop a written compliance program for the control of occupational exposures to Lead below the PEL. Compliance programs must be explicit in the methodologies to reduce employee exposures. This program must be provided to the Consultant five (5) days prior to project commencement.

J. Mechanical Ventilation: The ventilation systems must meet ANSI criteria and be tested for static pressure at least every three months, or directly after maintenance or major repair. Temporary mechanical ventilation, such as negative air machines, must be inspected daily for leaks and proper assembly. HEPA filter systems must be inspected for leaks daily.

K. Recirculation of Air: Air that is returned to the work space must be filtered with a HEPA filter to retain the Lead particulate. Such devices must be inspected daily.

Also, open vents, shafts or ventilation systems inlets and outlets must be sealed shut to prevent capture of the Lead dust in the air which would be transported throughout the influence of the ventilation system.

L. Administrative Controls: If the employer uses administrative controls to reduce employee overall exposures to Lead, then careful scheduling must be conducted to ensure that employees are not accidentally overexposed above the PEL.

M. Respiratory Program: The employer shall establish a written respiratory program in accordance with 29 CFR 1910.134 and CCR Title 8, 5144. Each employee must be trained and instructed in the handling and use of the appropriate respiratory protection required for the work area(s) where the established airborne lead concentration has been determined.

N. Protective Clothing: The employer shall provide appropriate protective work clothing and equipment which includes but is not limited to, disposable coveralls or similar full-body work clothing, gloves, hats, shoes or disposable shoe coverlets, and face shields or vented goggles. Dirty clothing can be a substantial contribution to the worker's inhalation or ingestion of Lead dust and may be a source of introduction into the home where children may reside.

O. Cleaning and Replacement of Lead contaminated clothing, gloves, shoes, goggles, hats, etc: The employer must make provisions to clean protective clothing *daily* if the exposure levels exceed 200 ug/m^3 as an 8-hour TWA.

P. Laundry: The employer must inform in writing any person who cleans or launders protective clothing of the Lead contaminated clothing and label the bags which are transported to the laundry with the following:

CAUTION - CLOTHING CONTAMINATED WITH LEAD, DO NOT REMOVE DUST BY SHAKING OR BLOWING. DISPOSE OF LEAD CONTAMINATED WATER IN ACCORDANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL REGULATIONS.

Q. Air Hoses: The use of air hoses to remove dust from clothing, equipment, or other protective clothing is *prohibited*.

R. Housekeeping: The following practices shall be used.

1. Maintain the surfaces as free of Lead as practical.

2. Air cleaning with air hoses or blowers on surfaces is prohibited.

3. Shoveling, or gross removal may only be done in enclosed, ventilated areas and where employees are properly protected.

4. Where vacuuming is used, the vacuum must be fitted with a HEPA filter.

5. Clean-up of the work area must be done daily.

S. Eating and Rest Places: Rest places and places where employees eat must be kept free of Lead contamination. Eating, drinking, chewing, smoking, or applying skin creams or lotions in Lead contaminated work areas is *prohibited*. Ingestion is a major source of introduction of Lead into the body.

T. Hygiene Facility: The employer shall provide clean, adequate hygiene facilities to comply with 29 CFR 1926.62 and CCR Title 8, 1532.1. Washing facilities are required. Employees need to wash their hands and face before eating, drinking, chewing, or smoking.

U. Medical Surveillance: The employer shall make available initial medical surveillance to employees occupationally exposed on any day to lead at or above the action level. The employer shall also initiate a program of medical surveillance for all employees who are or may be exposed at or above the action level for more than 30 days in any consecutive 12 months. The medical surveillance shall be made by a licensed physician using the protocol defined in 29 CFR 1926.62 and CCR Title 8, 1532.1.

V. Medical Notification: The employer shall notify, in writing, each employee within five working days after the receipt of biological monitoring results of his or her blood lead level. Each employee whose blood Lead levels are at or above 40μg/dl shall be notified by the employer of the Cal-OSHA medical removal requirements, as described in CCR Title 8 1532.1. These employees shall be monitored according to the schedule in 29 CFR 1926.62 and CCR Title 8, 1532.1.

W. Medical Removal: The employer shall remove an employee from work having an exposure to lead at or above the action level on each occasion that a periodic and a follow-up blood sampling test conducted pursuant to CCR Title 8 1532.1 indicate that the employee's blood lead level is at or above 50ug/dl and as described in CCR Title 8 1532.1.

X. Employee Information and Training program: The employer shall provide initial training for employees who may be exposed to Lead dust above the Action Level (AL) or above the Permissible Exposure Limit (PEL).

Y. Signs: The employer shall post signs at the work site that are readily visible to those who enter where the PEL is or may be exceeded. They shall read:

DANGER
LEAD WORK AREA
MAY DAMAGE FERTILITY OR THE UNBORN CHILD
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM
DO NOT EAT, DRINK OR SMOKE IN THIS AREA

Z. Record Keeping: The employer shall keep accurate records of medical examinations, blood lead data, air sampling results, ventilation system inspections, the number and names of employees present, the respiratory protection worn, the protective equipment worn, and workers medically removed from the job and any other job site variables that affect the exposures of the workers. Exposure monitoring records must be kept for at least thirty (30) years and biological monitoring and medical records must be kept for the duration of employment plus thirty (30) years. The records affecting each employee must be made available on request.

AA. Observation of Monitoring: The employer must make methods and observations available to employees of the air monitoring on the job. Individual medical information must not be disclosed without the employee's permission.

1.6 QUALITY ASSURANCE

A. Onsite Observations:

1. The Consultant will perform on site project oversight, air monitoring and visual inspections during all lead-related construction activities including lead related building demolition.

2. Consultant/Resident Hygienist will provide observations regarding integrity of barriers, contamination control, decontamination facilities, enclosures (when they are used), protective clothing, worker protection programs, Contractor's air monitoring procedures, proper performance of the lead related work including work area preparation, isolation, packaging and labeling of refuse and compliance with the EPA, OSHA, State, City and Local regulations affecting the job.

3. If at any time, the Consultant/Resident Hygienist determines that the work practices are in violation of applicable regulations or defined procedures, or practices that endanger the employees, he/she shall notify the Contractor orally that operations must cease until approved corrective action is taken. The notification shall be followed by a written confirmation to the Contractor.

4. If the work has been stopped for reasons in 1.6.A.3 above, the work may not be restarted until the Contractor receives a written authorization to proceed from the Consultant/Resident Hygienist. The Contractor shall bear the costs of the delay due to non-compliance with the regulations, specifications or the contract.

5. Any costs resulting from such a stop work order issued by the Consultant/Resident Hygienist and any work costs involved in restarting the work will be borne by the Contractor and will not be considered as the basis for an increase in the contract amount or time due to delays.

6. The safety of the Contractor's employee used under this contract specification and any visitors on the job site are the sole responsibility of the Contractor.

7. For exterior abatement activities if winds exceed 20 mph and/or the Consultant deems the high winds, or other inclement weather to be unfavorable, unsafe working conditions, all work will cease.

B. Auditing of the Contractor:

1. The Abatement site will be audited by the Consultant/Resident Hygienist, as the Consultant/Resident Hygienist deems necessary relative to compliance with all applicable Federal, State and Local laws, standards and regulations.

2. Allow the Consultant or its representative access to the site, logbooks and monitoring data upon request.

3. Provide the Consultant/Resident Hygienist on a weekly basis the following reports:

   a. Weekly logs.
   b. Airborne monitoring results for each work area.
   c. Job site inspection forms
   d. Weekly written confirmation that the air outside the Work area has not been affected by the Lead abatement activities.

4. Chain-of-custody forms are to be kept for all samples collected.

1.7 TITLE TO MATERIALS All lead bearing materials and refuse resulting from removal operations or demolition work, except as specified herein, shall remain the property of the Owner and shall be disposed of according to Federal and State regulations in an EPA approved landfill.

1.8 PROTECTION OF EXISTING WORK TO REMAIN The Contractor shall perform the Lead paint/component removal and demolition work without *damage or contamination* of the adjacent areas. The California Department of Public Health (CDPH) considers contamination outside the work area a "lead hazard". Where adjacent areas are damaged or contaminated with Lead dust or refuse, it shall be restored, by the Contractor, to its original condition at no expense to the Owner. The restorative procedures shall be performed in accordance with the CDPH Regulations (Title 17 CCR, Division 1, Chapter 8) and approved by the Owner's representative or the Consultant prior to the start of restoration or decontamination.

1.9 MEDICAL REQUIREMENTS The Lead standard is strict about the medical monitoring of employees exposed to Lead bearing dusts, fumes or mists. The employer must conduct the initial monitoring of the work place as required and use that information to develop a plan for medical monitoring of the employees. It is to the Contractor's advantage to keep the airborne concentrations of Lead in the air at or below the Action Level of 30 $\mu g/m^3$ a point at which no medical monitoring is required. If the airborne lead concentrations are above the Action level for representative 8-hour TWA workdays, then a vigorous medical surveillance program, in accordance with 29 CFR 1926.62 and CCR Title 8, 1532.1, must be initiated including blood Lead analysis. The Medical records must be kept on each worker for the duration of employment plus 30 years.

1.10 TRAINING Prior to the assignment to Lead Related Construction Work, each employee must be instructed about the hazards of Lead in accordance with the requirements of the Hazard Communication Standards (29 CFR 1926.59 and Title 8 CCR 5194) and the procedures and equipment that must be used to minimize exposures. This includes the use of respirators, protective clothing and methods of removal.

For employees subject to exposure to lead at or above the action level on any day the employer shall provide a training program in accordance with 29 CFR 1926.62 and Title 8 CCR, 1532.1.

In addition, all workers and supervisors must be certified by the State of California Department of Public Health (CDPH) when engaged in Lead related Construction Work in residential and public buildings, as defined by CCR, Title 17 Div. 1, Ch 8, when workers have been shown to be exposed to airborne lead concentrations in excess of the PEL. Unless a negative exposure assessment has been performed the Contractor shall assume that when they are performing any one or a combination of the "trigger tasks" listed in Title 8 CCR, 1532.1 (d) that airborne concentrations of lead will be in excess of the PEL. Any Federal, State, Regional, City or Local permits or licenses required must be obtained by the Contractor prior to beginning work.

1.11 PERMITS AND NOTIFICATIONS Secure all necessary permits in conjunction with the Lead related work and provide timely notification of such actions as may be required by Federal, State or Local authorities. Except, as negotiated, the Contractor shall procure and pay for all permits and inspections, except those performed by the Owner, and shall furnish any bonds, security, or deposits required to permit performance of the work defined. The Contractor will be responsible for the determination of required notifications and postings to the California Department of Public Health Services (Title 17, Div 1, Ch 8) and/or Cal-OSHA, for the lead work to be conducted.

1.12 SAFETY COMPLIANCE In addition to detailed requirements of this specification, the Contractor shall comply with the safety and health requirements of applicable Federal, State and Local regulations. Where interpretations are necessary, they shall be obtained before commencing work. Where the referenced regulations vary, the most stringent requirements shall apply.

1.13 RESPIRATOR PROGRAMS All workers engaged in Lead Related Construction work will wear the appropriate respirator for the existing lead concentration. The Contractor shall prepare a respirator program as required in29 CFR 1926.62 and CCR Title 8, 1532.1. The respiratory requirements in Table I, 29 CFR 1910.134 and CCR Title 8, 5144 - must be followed. They are:

Airborne Concentration of Lead and Use	Required Respirators
Not in Excess of 500 ug/m^3 (10X PEL)	**Half-mask, air-purifying respirator with HEPA filters.** **Half-mask supplied air respirator operated in demand mode (negative pressure) mode.** **Half-mask SCBA operated in demand mode**
Not in Excess of 1,250 ug/m^3 (25X PEL)	**Loose fitting facepiece, hood/ helmet PAPR with HEPA filters** **Loose fitting facepiece, hood/helmet supplied air respirator operated in a continuous flow mode**
Not in Excess of 2500 ug/m^3 (50X PEL)	**Full face air purifying respirator with HEPA filters.** **Half-mask PAPR with HEPA filters** **Full face supplied air operated in demand mode** **Half- mask supplied air operated in continuous flow mode or pressure demand or other positive pressure mode** **Full face or hood/helment SCBA operated in demand mode**
Not in Excess of 50,000 ug/m^3 (1,000X PEL)	**Full face PAPR with HEPA filters** **Full face supplied air operated in continuous flow or pressure demand or other positive pressure mode.**
Not in Excess of 100,000 ug/m^3 (2,000X PEL)	**Full facepiece self-contained breathing (SCBA) operated in pressure demand or other positive pressure mode.**
Greater than 100,000 ug/m^3 or unknown	**Full face or hood/helment self-contained breathing (SCBA) operated in pressure demand or other positive pressure mode.**

Notes:

1. HEPA means High Efficiency Particulate filter at 99.97% efficiency collection of .3-micron diameter particles or larger.
2. The values in the table are based upon reasonable measurements in the breathing Zone of workers for an 8-hour time-weighted average workday.

The Workers must be properly trained in the care, use and maintenance of respirators. The employer shall ensure that an employee using a tight-fitting facepiece respirator is fit tested prior to initial use of the respirator, whenever a different respirator facepiece (size, style, model or make) is used, and at least annually thereafter. The Contractor must implement a formal respiratory protection program as required by 29 CFR 1926.62 and CCR Title 8, 1532.1.

The Workers may not remove their Respirators until they enter the washing area (or equivalent) of the decontamination chamber.

1.14 SUBMITTALS The Contractor shall furnish the following items clearly identified as stated: Submittals items are to be submitted before project begins (at or before the Pre-construction Meeting). Abatement will not begin until the Consultant has received and approved the submittals:

A. Certification of Compliance: Submit the manufacturer's certification that vacuums, ventilation equipment or other equipment required to remove, demolish, or disturb Lead paints / components

conforms to ANSI Z9.2 (See references)

B. Lead Work Plan: Submit a detailed plan of the work procedures to be used to accomplish the Lead related work, as required by OSHA, Cal-OSHA. Such a plan shall include the location of Lead control areas, change rooms, rest areas, eating areas, mini-enclosures (if used) methods of packaging, labeling and storage.

   The Contractor must not deviate from procedures set forth in this specification, unless express permission is granted by the Consultant. All deviations from established Lead related work are subject to review and approval by the Owner's representative or the Consultant. Applicable regulations must be obeyed.

C. Testing Laboratory: Submit the name, address and telephone number of the testing laboratory selected for the monitoring of airborne concentrations of Lead as well as the lead waste characterization testing, if not conducted by the Consultant. The analytical laboratory shall be accredited by AIHA ELLAP or NLLAP and be a current participant in the AIHA, NIOSH, EPA Environmental Lead Proficiency Analytical Testing Program (ELPAT).

D. Industrial Consultant/Safety Personnel: Submit the name of any industrial Consultant or safety personnel who will be involved in the Contractor's Lead monitoring and training program. If third party monitoring of the air is conducted the name of the organization conducting the work must be offered by the Contractor.

E. Monitoring Results: The results of air monitoring or blood Lead analyses shall be submitted to the Consultant for review within 24 hours after the Contractor receives them. Any unwarranted overexposure must be reported to the Consultant who will review the methods of prevention developed by the Contractor.

F. Competent Person / Site Safety Personnel: Name of the Competent Person assigned to conduct project site safety inspections as required by 29 CFR 1926.62 and Title 8, 1532.1.

G. Landfill: Submit written evidence that the landfills or EPA dump sites are approved by the Federal, State, or Local authorities for disposing of the Lead bearing refuse. A landfill (dump site) log or manifest must be maintained, and a copy submitted to the Consultant. All dump receipts must be reconciled with the manifest and provided to the Consultant for review.

H. Permits: Submit copies of any required permits as they pertain to the identified Lead related work as applies, and proof that all arrangements have been made for the transportation and disposal of the Lead bearing materials and refuse to a dumpsite approved by the EPA or local authorities.

I. Schedule and Work Plan: The Contractor shall submit a written work plan and work force schedule to the Consultant for review prior to project start. The plan must establish the locations, expected rates of lead related work, start and completion dates and number of workers assigned on the job. The plan should include any time-phased work or phasing out of the job at the end.

J. Respirator Program: As noted above, the Contractor must develop a viable respirator program based upon monitoring results on the job. The Consultant for the Owner may conduct air sampling and review of conduct of operations for compliance to the regulations and conformance to the contract.

K Disposal Site Records: Upon completion of the Lead related work the Contractor must submit the transportation manifests and dump receipts that are reconciled to the Consultant for review. This phase is part of the contract, and the Contractor will not be released until this action is completed.

L. Signed documentation of proper and current lead training and education for all proposed workers including respirator use training, and copies of OSHA/Cal-OSHA specified medical exams with respirator approvals.

M. Close Out Documentation: within 10 days of project completion the Contractor must provide all documentation generated during the project. Documentation shall include but is not limited to: supervisors daily logs, signed daily personnel logs, visitor entry/exit logs, employee entry/exit logs for regulated areas, manometer print reports or logs (as applicable), filter change logs for all air filtration units, water, and respirators, air monitoring sample results for personnel, work areas, air monitoring sample results for air filtration (when required), safety meeting attendance and any other contractor generated documentation for inclusion in a final closure report.

1.15 SANITARY FACILITIES Adequate toilet facilities are required at the work site. The Contractor is required to provide a lunch/rest area away from contaminated areas as well as soap and water to wash hands and faces prior to eating. This includes an area to change clothes and clean or repair respirators. Where toilet facilities do not exist in the building, the Contractor shall provide temporary toilet facilities.

1.16 DELIVERY, STORAGE AND PROTECTION

A. Delivery: Deliver all materials in the original packages, containers or bundles bearing the manufacturer and brand name.

B. Storage: Store all materials subject to damage off the ground, away from wet or damp surfaces. Lead waste materials or refuse must be stored in locked and properly labeled dumpsters, bins, drums including painted components that have been removed from building or site structures but have not yet been tested for proper waste disposal.

C. Protection: Damaged or deteriorating materials shall not be used and shall not be discarded on the premises. This includes any refuse that is not Lead bearing that is generated by the Contractor, which must be removed from the premises. Any materials that become contaminated with Lead bearing materials that cannot be decontaminated shall be properly disposed of in accordance with the applicable Federal, State and Local regulations.

END OF PART 1 - GENERAL

PART 2 PRODUCTS

2.1 RESPIRATORS

A. Selection: Select respirators from those currently approved by the National Institute for Occupational Safety & Health (NIOSH) as defined in the NIOSH Certified Equipment List (most current).

B. Respirators: Provide respirators of the type listed in the Tables of 29 CFR 1910.134 and CCR Title 8, 5144 for the airborne concentrations of Lead encountered for handling, removal, decontamination, packaging, or disposal.

C. Types of Respirators: The types of respirators required are defined in Table I described above. If the lead related work to be conducted does not fall into one of the OSHA "Trigger Tasks", the Contractor must initially measure the airborne concentrations and select the appropriate respirator. Historical data may be relied upon for proper respirator selection if the data conforms with the OSHA, Cal-OSHA requirements including any exceptions. In all other cases, the Contractor must obtain approval form the Consultant for special conditions.

2.2 ENCAPSULANTS

A. Penetrating: Where the Contractor wishes to use encapsulants or is directed by the Owner's representative or included in the scope of work, there are a large number of encapsulants for fine particles available. The encapsulants should meet the EPA's recommendations for application and composition. Any other products must be approved by the Consultant before use.

B. Bridging: There are a number of bridging encapsulants available on the market that meet the EPA recommendations for application and composition to surface coat contaminated surfaces. Any deviations must receive the Consultant's approval.

2.3 PLASTIC SHEET Plastic sheet used for Lead abatement shall be used in sufficient size and length to reduce the number of joints. Plastic sheeting shall be fire retardant or equivalent and the minimum thickness shall be:

APPLICATION	THICKNESS
Wall Barriers	**4 mil**
Floor Barriers	**2 layers of 6 mil**
Other Applications	**6 mil**

2.4 PLASTIC BAGS Any plastic bags used for containment of Lead bearing material refuse, contaminated clothing or tools, or other materials used in the work area shall be polyethylene and a minimum of 6 mil in thickness. The bags must be labeled with a proper warning/generator label, sealed, and placed into a labeled 55-gallon metal drum.

2.5 TAPE Duct tape shall be capable of sealing joints of adjacent plastic sheet and attachment of plastic to surfaces under wet or dry conditions and be able to stick when wetted with amended water.

2.6 DISPOSAL CONTAINERS Disposal containers shall be leak tight and shall be labeled in accordance with the EPA, California Department of Toxic Substance Control (CCR Title 22), DOT and any other requirements of Federal, State and Local authorities that apply.

2.7 EYE PROTECTION During Lead related work activities employees will need protection from airborne particles during scraping, removal, demolition, and packaging of waste. The Contractor is responsible to provide eye protection and any other necessary protective measures in accordance with 29 CFR

1926.102.

2.8 SPECIAL CLOTHING

A. Protective Clothing: The Contractor must provide workers who may be exposed to Lead dust, or airborne concentrations above the OSHA PEL, protective clothing and work clothing, such as:

- Coveralls, or similar full body clothing.
- Head covers, gloves, hats, shoe covers, etc.
- Face shield or goggles, where required.

B. Work Clothing: Provide work clothing and safety devices along with the protective clothing as required. Such safety devices, rubber boots, etc. may be decontaminated and reused after inspection by the Consultant.

2.9 WARNING SIGNS The employer shall post the following warning signs in each work area where the PEL could reasonably be exceeded.

DANGER
LEAD WORK AREA
MAY DAMAGE FERTILITY OR THE UNBORN CHILD
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM
DO NOT EAT, DRINK OR SMOKE IN THIS AREA

The Contractor shall place two (2) inch wide barrier tape with the wording "CAUTION: LEAD-PAINT WORK AREA" at the entrances to each work area to discourage unauthorized entry.

2.10 SURFACTANTS (WETTING AGENT) Surfactants shall be mixed as recommended by the manufacturer to produce amended water. Generally, the ratio is about (30:1) or one cup of surfactant to 30 gallons of water, depending upon the concentrations of the original material.

2.11 SOLVENTS, CHEMICALS, AND NEUTRALIZERS Shall be used in accordance with manufactures instructions. Additionally, the Contractor shall comply at a minimum with recommended safety precautions, equipment, and handling per the products Safety Data Sheets and Federal, State, Local regulatory requirements. All products must have approval from the Owner's representative and/or the Consultant before use.

2.12 OTHER MATERIALS The Contractor shall provide standard commercial grade quality of all other materials such as lumber, nails and hardware which may be required to construct or dismantle the decontamination areas and barriers that isolate the Lead work areas.

2.13 TOOLS AND EQUIPMENT

A. Water Sprayer: Water sprayers for amended water or encapsulants shall be an airless or other low-pressure type, such as hand sprayers.

B. Airless Sprayer: An airless sprayer may be used for the application of penetrating wash solution such as sodium hexametaphosphates to remove Lead residues from walls or other surfaces.

C. Negative Air Machines: All negative air machines shall be of the type that filters the exhaust through a HEPA filter and properly permitted through SCAQMD. They must be vented outside the enclosures. A failure of the exhaust system may contaminate the entire work area with fine airborne Lead dust, which cannot be seen with the naked eye, thus creating an unknown and unwarranted exposure to occupants.

D. Exhaust System Requirements: A local exhaust system must be provided to the work area where airborne concentrations can reasonably be expected to exceed the PEL of 50 $\mu g/m^3$ for an 8-hour time- weighted average workday. Where exhaust systems are used to ventilate enclosures, a minimum pressure differential of -0.02 inches of water must be maintained to ensure that Lead-

containing dusts cannot escape. All filters and exhaust equipment must conform to the ANSI Z9.2 HEPA requirements.

E. Vacuum Equipment: All vacuum equipment utilized in the work area shall use the HEPA filters on the discharge and be suitable for wet use where water is involved. Vacuum equipment, which is exhausted outside the work area, shall be properly permitted, and operated in accordance with SCAQMD.

F. Scaffolding: Scaffolding as required shall meet the current safety and health regulations administered by the Federal or applicable State standards.

G. Transportation Equipment: Transportation equipment shall be suitable for loading, temporary storage, transit and unloading of contaminated waste without exposure to persons or property. All transportation of Lead refuse to the dump sites must be in enclosed covered vehicles.

H. Electrical: Electrical tools and equipment shall meet all applicable codes and regulations. Ground fault interrupters and assured grounding programs are required because of the wet nature of some of the Lead Paint removal projects.

I. Fall Protection: The Contractor shall adhere to the Fall Protection requirements set forth in 1926.502 and CCR Title 8, 1669-1672.

END OF PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 WORK PROCEDURE All Lead related work must be performed in accordance with all applicable Federal, State, and local regulations. At a minimum, the following procedures that are known to control the release and spreading of Lead dust must be utilized:

A. Wet removal procedures

B. Proper housekeeping (continual cleaning of work area) including the use of HEPA vacuums.

C. Personal Protective Equipment must be worn where workers are in contact with Lead dust and use of hygiene facilities to prevent spread of contamination.

D. Negative pressure enclosures to enclose Lead paint removal operations where mechanical sanding and abrasive blasting methods are used.

3.2 MANUAL REMOVAL METHODS CONTROL AREA (ENCLOSED) As directed by the Consultant, for the interior or exterior removal of lead paint or lead components utilizing manual removal methods including, but not limited to, manual demolition, manual scraping (paint film stabilization), manual sanding, and use of HEPA attached power tools conducted in and/or adjacent to occupied areas an enclosed method of Lead control shall be used and the following procedures are required:

A. Seal all openings where the release of Lead could occur with two (2) layers of 6-mil fire retardant polyethylene sheeting secured with duct tape (windows, doorways, HVAC systems, and any other openings).

B. Cover floors, ground surfaces and stationary items within the work area with a minimum of two (2) layer of 6-mil fire retardant polyethylene sheeting secured with duct tape**.**

C. Properly demarcate with bilingual Lead Warning signs at all approaches to the regulated work areas to prevent unauthorized personnel entering the regulated work area(s).

D. When applicable and as directed by the Consultant, utilization of negative air machines for total enclosures or for partial enclosures.

E. Mini-enclosures may be used where only small amounts of Lead Paint must be removed. Mini-enclosures may only require ventilation using a HEPA vacuum cleaner that will provide negative pressure ventilation.

F. Install a Decontamination area as described in Section 3.8 “Decontamination Area” of this specification.

G. Wet methods shall be utilized to reduce the release of airborne lead dust. Prompt clean-up by use of HEPA vacuums and wet methods and proper packaging of all generated lead waste.

H. Respiratory protection shall be selected based on the respiratory requirements in Section 1.13 of this specification and Table I, 29 CFR 1910.134 and CCR Title 8, 5144.

3.3 MANUAL REMOVAL METHODS OPEN CONTROL AREA - As directed by the Consultant, for the removal of lead paint or lead components utilizing manual removal methods including, but not limited to, manual demolition, manual scraping (paint film stabilization), cutting, drilling, manual sanding, and use of HEPA attached power tools conducted outdoors or indoors at unoccupied areas and adjacent to unoccupied areas an open area may be used as approved by the Consultant and the following procedures are required:

A. Establish designated limits to the Lead work area by using Lead Warning tape and other continuous barriers or barricades, as directed by the Consultant, to separate the Lead operations.

B. Properly demarcate with bilingual Lead Warning signs at all approaches to the regulated work areas to prevent unauthorized personnel entering the regulated work area(s).

C. Cover floors, ground surfaces beneath the removal area with a minimum of one (1) layer of 6-mil fire retardant poly sheeting extending a minimum of 10 feet in all directions secured with duct tape or heavy supports. All areas shall be pre-cleaned so as to remove any existing lead paint chips.

D. Install a Decontamination area as described in Section 3.8 “Decontamination Area” of this specification.

E. Clean-up of lead debris and paint chips generated by the lead paint/component removal must be conducted by the Contractor on a continuous basis. If the Consultant observes a large amount of accumulated lead debris and / or lead paint chips, the lead activities will cease, and clean-up activities will continue until approval by the Consultant to resume the lead removal activities.

F. Wet methods shall be utilized during all lead removal activities to reduce the release of airborne lead dust. Prompt clean-up by use of HEPA vacuums and wet methods and proper packaging of all generated lead waste.

G. Respiratory protection shall be selected based on the respiratory requirements in Section 1.13 of this specification and Table I, 29 CFR 1910.134 and CCR Title 8, 5144.

3.4 DEMOLITION OF BUILDING STRUCTURES Demolition of building structures with intact lead painted building components shall be conducted upon completion of removal of identified loose and flaking paint (paint film stabilization) from various building components. For the demolition by mechanical methods of building structures that contain intact lead painted building components the following minimum procedures are required:

A. Establish designated limits to the Lead work area by using Lead Warning tape and install hard barriers such as temporary fencing or temporary walls around the perimeter of the work area.

B. Properly demarcate with bilingual Lead Warning signs at all approaches to the regulated work areas to prevent unauthorized personnel entering the regulated work area(s).

C. Install a Decontamination area as described in Section 3.8 “Decontamination Area” of this specification.

D. Continual misting (wet methods) shall be conducted prior to and during all demolition activities including segregation and loading of demolition debris.

E. Clean-up of lead debris and paint chips generated by the demolition activities must be conducted by the Contractor on a continuous basis. If the Consultant observes a large amount of accumulated lead debris and / or lead paint chips the demolition activities will cease, and clean-up activities will continue until approval by the Consultant to resume the lead-related demolition activities.

F. Respiratory protection shall be selected based on the respiratory requirements in Section 1.13 of this specification and Table I, 29 CFR 1910.134 and CCR Title 8, 5144.

G. Pre and post lead soil testing will be conducted by the Consultant; post demolition soil clean-up may be required by the Contractor based on the pre and post lead soil sample results.

H. Segregation of intact lead painted metal components from the remainder of the demolition debris shall be conducted by the Contractor.

I. If torch cutting or mechanical saw cutting is required to accommodate removal, loading of lead painted structural steel or other lead painted components spot abatement of the lead painted surfaces at the “cut areas” shall be conducted prior to the torch or saw cutting activities. If spot abatement of paint is not feasible then the torch cutting or saw cutting activities shall be conducted in accordance with Section 3.7 “Lead Paint Welding, Burning, and Torch Cutting” of this specification.

3.5 LEAD PAINT REMOVAL (SANDING, SANDBLASTING, WATER BLASTING, ETC.) The removal of lead paint by utilizing mechanical sanding, cutting, or abrasive blasting activities shall be performed within a negative pressure enclosure which includes, but not limited to the following:

A. Installation of a minimum of two (2) layers of 6-mil fire retardant polyethylene sheeting, secured with duct tape for protection of walls, ceilings, floors, stationary items.

B. Shut down and/or isolation of HVAC systems with two (2) layers of 6-mil fire retardant poly.

C. Installation of a minimum of two (2) layers of 6-mil fire retardant polyethylene sheeting, secured with duct tape for all critical barriers including, but not limited to corridors, windows, doorways, and any other penetrations or openings to the work area.

D. Utilization of HEPA-filtered exhaust ventilation to maintain the work area including the Decontamination Facility under negative pressure to reduce or control airborne lead particulate concentrations. The negative pressure enclosure shall be maintained at not less than -0.02 inches of water from the start of abatement until final clearance testing has passed.

E. At least one (1) airless sprayer shall be present and in good working condition to conduct wet removal and misting of the air.

F. Construction and utilization of a three-stage Decontamination Facility as described in section 3.8 “Decontamination Area” of this specification.

G. Lead waste generated by the abatement activities shall be promptly cleaned up by use of HEPA vacuums and wet methods and properly packaged lead waste debris shall not be allowed to remain in containment overnight.

H. Respiratory protection shall be selected based on the respiratory requirements in Section 1.13 of this specification and Table I, 29 CFR 1910.134 and CCR Title 8, 5144.

3.6 LEAD PAINT REMOVAL (CHEMICAL STRIPPING) The removal of interior or exterior lead paint by utilizing chemical stripping activities, when conducted in and/or adjacent to occupied areas, shall be performed within a negative pressure enclosure which includes, but not limited to the following:

A. Installation of a minimum of two (2) layers of 6-mil fire retardant polyethylene sheeting, secured with duct tape, for walls, floors, stationary items, critical barriers including, but not limited to corridors, windows, doorways, HVAC vents, and any other penetrations or openings to the work area.

B. Utilization of HEPA-filtered exhaust ventilation to maintain the work area including the Decontamination Facility under negative pressure to reduce or control airborne lead particulate concentrations. The exhaust ventilation shall be additionally equipped with charcoal filters. The negative pressure enclosure shall be maintained at not less than -0.02 inches of water from the start of abatement until final clearance testing has passed.

C. Portable eyewash stations in each work area

D. When applicable, additional reversed exhaust ventilators (i.e., negative air machine) to provide a continuous source of clean air into each containment/work area.

E. Foam or dry chemical fire extinguishers in each work area

F. At least one (1) airless sprayer shall be present and in good working condition to conduct wet removal and misting of the air.

G. Construction and utilization of a three-stage Decontamination Facility as described in section 3.8 of this specification.

H. Respiratory protection shall be selected based on the respiratory requirements in Section 1.13 of this specification and Table I, 29 CFR 1910.134 and CCR Title 8, 5144.

I. Lead waste generated by the abatement activities shall be promptly cleaned up by use of HEPA vacuums and wet wiping and properly packaged, lead waste debris shall not be allowed to remain in containment overnight.

3.6.1 LEAD PAINT REMOVAL (CHEMICAL STRIPPING) The removal of lead paint by utilizing chemical stripping activities, when conducted outdoors or indoors at unoccupied areas and adjacent to unoccupied areas, may be performed in an open control area which includes, but not limited to the following:

A. Establish designated limits to the Lead work area by using Lead Warning tape and other continuous barriers or barricades, as directed by the Consultant, to separate the Lead operations.

B. Properly demarcate with bilingual Lead Warning signs at all approaches to the regulated work areas to prevent unauthorized personnel entering the regulated work area(s)

C. If conducted indoors, seal all openings where the release of Lead could occur with two (2) layers of 6-mil fire retardant polyethylene sheeting secured with duct tape (windows, doorways, HVAC systems, and any other openings).

D. Cover floors, ground surfaces and stationary items beneath the work area with a minimum of two (2) layers of 6-mil fire retardant polyethylene sheeting, extending a minimum of 10 feet in all directions, secured with duct tape or heavy supports.

E. Portable eyewash stations in each work area

F. When conducted indoors and when applicable, additional reversed exhaust ventilators (i.e. negative air machine) to provide a continuous source of clean air into each containment/work area

G. Foam or dry chemical fire extinguishers in each work area

H. Construction and utilization of a three-stage Decontamination Facility as described in section 3.8 of this specification.

I. Respiratory protection shall be selected based on the respiratory requirements in Section 1.13 of this specification and Table I, 29 CFR 1910.134 and CCR Title 8, 5144.

J. Lead waste generated by the abatement activities shall be promptly cleaned up by use of HEPA vacuums and wet wiping and properly packaged.

3.7 LEAD PAINT WELDING, BURNING, AND TORCH CUTTING: Activities which involve welding, burning, and/or torch cutting of surfaces with lead- paint coatings when conducted in and/or adjacent to occupied areas shall be performed within an enclosed area which includes, but not limited to the following:

A. Install a minimum of two (2) layers of 6-mil fire retardant polyethylene sheeting for protection of walls, ceilings, floors, stationary items.

B. Shut down and/or isolate HVAC systems with two (2) layers of 6-mil fire retardant polyethylene sheeting, secured with duct tape.

C. Install a minimum of two (2) layers of 6-mil fire retardant polyethylene sheeting for all critical barriers including, but not limited to corridors, windows, doorways, and any other penetrations or openings to the work area.

D. Construction and utilization of a three-stage Decontamination Facility as described in section 3.8 of

this specification.

E. Respiratory protection shall be selected based on the respiratory requirements in Section 1.13 of this specification and Table I, 29 CFR 1910.134 and CCR Title 8, 5144.

F. As directed by the Consultant use of mechanical ventilation (negative air machines) and/or local exhaust ventilation as described below in Section 3.7.1 (A).

G. Lead waste generated by the abatement activities shall be promptly cleaned up by use of HEPA vacuums and wet wiping and properly packaged, lead waste debris shall not be allowed to remain in containment overnight.

3.7.1 The-engineering controls that can be used, depending on feasibility, are:

A. Local exhaust ventilation with a flanged hood equipped with HEPA filtration may be utilized where the use of LEV does not create safety hazards. Use of a flexible duct system requires that the cutter or welder be instructed to keep the duct close to the emission source and to ensure the duct is not twisted or bent.

B. A fume-extractor gun that removes fumes from the point of generation is an alternative to an exhaust hood for gas-shielded arc-welding processes. Such extraction systems can reduce breathing zone concentrations by 70% or more (Hughes and Amendola, 1982). These systems require that the gun and shielding gas flow rates be carefully balanced to maintain weld quality and still provide good exhaust flow.

C. A longer cutting torch can be used in some situations to increase the distance from the lead source to the worker's breathing zone.

D. Hydraulic shears can sometimes be used to mechanically cut steel that is coated with lead-based paint. The use of this method is limited by the ability of the shears to reach the cutting area.

E. Whenever possible, pneumatic air tools should be used to remove rivets in lieu of burning and torch cutting.

3.7.2 WORK PRACTICE CONTROLS The following work practice controls will help to reduce worker exposures to lead during welding, burning, and torch cutting:

A. When feasible, strip back all lead-containing and/or lead-based paint for a distance of at least 4 inches in all directions from the area of heat application. Chemical stripping shall be conducted in accordance with section 3.6 of this specification. Vacuum-shrouded hand tools, vacuum blasting, or other suitable method may be used. However, in enclosed spaces, strip back or protect the workers with airline respirators in accordance with the requirements of OSHA 29 CFR 1926.354 (c).

B. Ensure that workers avoid the smoke plume by standing to the side or upwind of the cutting torch whenever the configuration of the job permits.

C. Burning is prohibited to remove lead paint. Lead paint shall be removed using other methods, such as chemical stripping, power tools (e.g., needle guns) with HEPA vacuum attachments, etc.

3.8 DECONTAMINATION AREAS/HYGIENE FACILITIES

A. Construct the following Worker decontamination enclosure system contiguous to or adjacent to the work area:

1. If feasible and as directed by the Consultant, a shower room with two doorways, one to the equipment room and one to the clean room. The shower room shall contain at least one shower with hot and cold water. The Contractor shall ensure that the shower enclosure system does not leak. Additionally, the shower shall always contain an ample supply of soap, shampoo and clean dry towels. The Contractor shall utilize a proper water filtration system to

filter lead particles prior to release of the filtered shower water into the sanitary sewer system, as approved by the Consultant and Owner's representative. Otherwise the filtered water shall be placed in leak-tight labeled containers and tested for lead content to determine proper disposal. The spent filters shall be disposed of as hazardous waste.

2. A clean room with one doorway into the shower and one entrance/exit to non-contaminated areas. The clean room shall possess sufficient space for storing the Worker's Street clothes, towels and other non-contaminated items. An equipment room with two doorways, one to the shower room and one entrance / exit to the regulated area. Remove protective clothing, in the equipment room by first HEPA vacuuming contaminated protective clothing. Protective clothing and contaminated equipment must be disposed of in sealed, labeled 6-mil polyethylene bags and/or drums and transferred to the waste storage bin to await proper disposal.

3. If shower facilities are deemed not feasible, the Contractor must provide adequate handwashing facilities for use by employees. The Contractor shall assure that employees wash their hands, face, respirators and equipment upon leaving the work area. Protective clothing and equipment must be removed and containerized as stated above in paragraph 2.

B. Workers shall change clothes exclusively (i.e., dress and undress) within the clean room. If additional space is required for changing clothes, the Contractor shall construct modesty rooms (if inside the building, use black polyethylene sheeting, if outside the building, use 1/2" plywood). The clean room shall be supplied with separate storage facilities for work and street clothing.

C. The Worker decontamination enclosure system should be portable and should exist independent of the facility but contiguous to the work area (i.e., building facilities such as toilets, sinks and showers shall not be used in constructing the decontamination enclosure system).

D. When applicable and as directed by the Consultant, the Worker decontamination area shall be under negative air pressure at all times. Additionally, the Contractor shall provide sufficient quantities of make-up air.

E. When necessary and as directed by the Consultant, the Contractor shall construct a waste load-out wash down station contiguous to the equipment room or work area. The waste load-out area shall be constructed of two (2) layers of 6-mil fire retardant polyethylene sheeting with overlapping seams secured with duct tape for walls, floor and ceilings.

F. The Contractor shall move all materials or equipment from the work area through the equipment decontamination room and/or the waste load-out wash down station according to the following sequence:

1. The Contractor shall establish air locks at the entrance to the decontamination equipment room and/or waste load-out area.

2. All ingress and egress from the decontamination equipment room and/or waste load-out area shall take place between the work area's separate airlock and the shower and/or wash down station.

3. Workers shall thoroughly wet clean contaminated equipment in the work area and pass the equipment into the shower and/or wash room. After the Workers pass the equipment into the shower and/or wash room, they shall repeat the wet cleaning and place the equipment into a clean area. All Workers in the decontamination facility shall wear full protective clothing and appropriate respiratory protection. If rented equipment is used, it must be completely decontaminated. Lead wipe tests may be necessary to ensure proper decontamination.

G. Lunchroom & Facilities: The Contractor shall provide a separate place for the employees to eat and rest that is not contaminated with lead dust. Contaminated clothing and devices shall be prohibited from any lunch room area.

3.9 DISPOSAL OF LEAD WASTE When mandated by the Consultant the Contractor will be responsible for the performance of the collection and analysis of lead waste generated by lead paint removal and demolition activities to determine the proper disposal. If the Contractor conducts the lead waste testing the Consultant will observe all sample collection and shall be provided copies of the sample analysis prior to disposal of the lead waste. This includes, but is not limited to TTLC, STLC, and TCLP testing.

A. As work progresses and to prevent exceeding available storage capacity on site, the Owner's representative in coordination with the Contractor shall remove sealed and labeled containers of waste from the site and dispose of such containers at an authorized disposal site in accordance with applicable regulations.

B. The state statutes and regulations of the California Department of Toxic Substance Control (DTSC) which incorporates the Federal Resource Conservation and Recovery Act (RCRA) regulations shall be complied with as well as any other applicable state solid waste plan requirements. The Contractor will ensure that applicable local, State and Federal permits are obtained for transportation of hazardous materials and that all waste materials are properly classified for disposal and disposed of properly. During the lead related work activities, the Contractor shall not leave debris in the yard or nearby property, incinerate debris, dump waste by the road or in an unauthorized dumpster, or introduce lead-contaminated water into storm (will not be flushed down yard inlet or street drain) or sanitary sewers (will not be flushed down toilet or other household drain).

C. If the intact Lead painted building component exhibits all of the following characteristics, it may handle as an architectural waste/trash:

- If the component is greater in size than 60mm, which is the California definition of debris.
- If the paint adhered to the component does not exhibit any cracking, peeling or flaking powder or any other delamination;
- If the lead waste does not exceed 50 mg/kg using the TTLC test procedure or;
- If the lead waste does not exceed 1000 mg/kg using the TTLC test procedure and;
- If the lead waste does not exceed 5.0 mg/L using the STLC test procedure;

NOTE: When applicable, a letter from the landfill will be required to acknowledge the receipt of lead-containing materials.

D. Intact Lead painted Metal Components shall be segregated from the waste stream and sent to an approved recycling company that accepts intact Lead painted metal components**. If the painted metal components are not segregated and sent to recycling, then the metal components shall be included in the lead waste stream and tested along with the remaining lead components to determine the proper disposal. An intact lead painted metal component is where the lead paint is adhered to the component and does not exhibit any cracking, peeling, or flaking or any other delamination. It is the Contractor's responsibility to locate a metal recycling company that will accept the lead painted metal components. A signed letter indicating the knowledge of the lead painted metal components and acceptance by the recycling company must be submitted to the Consultant prior to the transfer of the components off-site.**

E. Proper testing of lead waste materials generated by the demolition of the building structures includes all lead painted building components and non-lead painted building components that have been removed from the building structures and/or the job site which is intended for disposal. Building component removal includes both manual and mechanical methods. Additionally, any lead paint debris that has become separated from the building components during demolition activities shall be segregated and tested to determine the proper disposal.

3.9.1 The following materials shall also be tested to determine whether or not they are hazardous waste.

A. waste water from decontamination/hygiene facilities, if not properly filtered and discharged to a sanitary sewage system

B. dust from HEPA filters and from damp sweeping

C. plastic sheets, duct tape, or tape used to cover floors and other services during the lead paint removal activities

D. solvents and caustics used during the stripping process

E. liquid waste, such as wash water used to decontaminate wood, steel after solvents have been used, and liquid waste from water blasting activities

F. rags, sponges, mops, HEPA filters, scrapers, and other materials used for testing, removal, demolition, and cleanup

G. disposable work clothes and respirator filters

H. any other items contaminated with lead paint.

3.9.2 California -Hazardous Solid Waste (as determined by testing). The Contractor shall place lead paint chips, debris, lead dust, used disposable cleaning supplies, protective clothing, plastic sheeting, vacuum bags and filters, etc. in double (4-mil) or single (6-mil) polyethylene bags that are leak-tight and puncture-resistant. Other types of lead painted components that do not fit into plastic bags will be wrapped and sealed with plastic and secured with duct tape. All plastic bags and wrappings shall be labeled with appropriate warning labels and generator labels in accordance with Federal, State, and local regulations. The bags and/or wrappings shall then be placed into properly labeled DOT metal drums.

It is the Contractor's responsibility to provide the proper waste bins/dumpsters, storage, transportation and disposal of the hazardous lead waste removed from the project site. All waste must be disposed of at a landfill approved by the Owner. Contractor is responsible for providing copies of waste disposal records.

3.9.3 Non-Hazardous Solid Waste (as determined by testing). The Contractor shall ensure that lead waste / components determined to be non-hazardous are handled appropriately to eliminate the separation of the lead paint from the substrate. Any lead paint that becomes detached from the substrate or becomes delaminated during the handling and disposal must be immediately misted with amended water, HEPA vacuumed and/or wet wiped clean, and properly bagged and stored until further testing is completed for the newly identified lead waste stream.

3.9.4 The Contractor shall clean surfaces and equipment and bag large debris. The Contractor shall then remove plastic sheeting and tape from covered surfaces. Prior to removing the plastic sheeting, the Contractor shall lightly mist the sheeting in order to keep dust down and fold inward to form tight small bundles to bag for disposal. The Contractor shall place all plastic sheeting in double (4-mil) or single (6-mil) thick plastic bags and seal leak-tight.

3.9.5 The Contractor shall bag and seal leak-tight vacuum bags and filters in double (4-mil) or single (6-mil) thick plastic bags.

3.9.6 The Contractor shall place all contaminated clothing or clothing covers used during abatement and cleanup in plastic bags for disposal prior to leaving equipment room.

3.9.7 The Contractor shall place solvent residues and residues from strippers in drums made out of materials that cannot be dissolved or corroded by chemicals. Solvents will be tested by the Contractor to determine if they are hazardous waste. Solvents, caustic and acid waste must be segregated and not stored in the same containers.

3.9.8 The Contractor shall properly containerize all liquid waste, including lead contaminated wash water, if not properly filtered and dispersed to a sanitary sewer system.

3.9.9 The Contractor shall HEPA vacuum the exterior of all waste containers prior to removing the waste containers from the work area and shall wet wipe the containers to ensure that there is no residual contamination. Containers should then be moved out of the work area into the designated storage area.

3.9.10 The Contractor shall carefully place all waste containers into properly lined and labeled waste bins until transport to the landfill. Waste dumpsters must be locked at all times with exception loading of waste containers.

3.9.11 The Contractor, in coordination with the Owner's representative, shall ensure that all waste is transported in covered vehicles to an approved landfill.

3.9.12 If the Contractor subcontracts the transporting of the lead paint waste, he shall insure that the company transporting the waste material adequately covers all loads so as to assure that no dust or debris is released.

3.9.13 Disposal of RCRA Hazardous Waste (as determined by testing). The Contractor, in coordination with the Owners' representative, will be required to comply with the California Department of Toxic Substance Control which incorporates the Resource Conservation and Recovery Act (RCRA) requirements.

3.9.14 Waste Containers. The Contractor will comply with EPA and DOT regulations for containers. The Contractor shall contact the state and local authorities to determine the criteria for containers. The more stringent regulation shall apply.

3.9.15 Waste Transportation. It is the Contractor's responsibility to contract with a properly certified hazardous waste transporter. If the Contractor must provide the proper transportation of hazardous waste, then the Contractor must be a certified hazardous waste hauler, or a contract shall be entered into by the Contractor with a certified hazardous waste transporter to transport the waste.

Please note that the regulatory guidance issued by Waste Evaluation Department of Toxic Substance Control on lead painted building debris dated 6/13/94 is not a variance but a regulatory guidance and will not be interpreted as a variance from RCRA, Federal guidelines or HUD guidelines.

3.10 CONTROLLING OFFSITE DISPERSAL The Contractor must implement control measures to contain Lead dust and debris within the Work Area / Site including without limitation:

A. Control and limit access to the abatement / demolition work areas.

B. Limit tracking of dust and debris.

C. Implement a program of ongoing cleanup.

3.11 CLEANUP AND AIR MONITORING If applicable, the contractor shall be responsible for not exceeding air and surface baseline Lead levels during the preparation, removal, and cleanup operations. If levels at any time exceed baseline levels, it shall be the Contractor's responsibility to clean the affected areas until baseline levels have been achieved.

3.12 FINAL INSPECTION AND TESTING:

A. After thorough cleaning of the workspace, and satisfactory degree of cleanliness has been achieved, the Contractor shall notify the Consultant that the workspace is ready for inspection and final testing. The Consultant and the Contractor shall then visually inspect the workspace for the detection of any visible lead dust or lead contamination. If the visual inspection does not reveal any dust or other signs of contamination, final testing may commence.

B. The Consultant may perform lead dust wipe sampling on the horizontal surfaces in accordance with the clearance sampling requirements specified in the HUD Guidelines at a minimum. The clearance levels will be the most recent levels as defined in this specification. The Consultant may also perform soil sampling on the bare soil areas in accordance with the clearance sampling requirements specified in the HUD Regulations

C. Lead –Contaminated Dust is defined by the California Department of Public Health as dust that contains an amount of lead equal to, or in excess of, ten micrograms per square foot (10 µg/ft^2) for interior floor surfaces, 100 µg/ft^2 for interior horizontal surfaces, and 400 µg/ft^2 for exterior floor and exterior horizontal surfaces. The California Department of Public Health Standards for clearance shall apply.

D. Lead-Contaminated Soil is defined by the California Department of Public Health as bare soil that contains lead equal to, or in excess of, four hundred parts per million (400 ppm) in child play areas and one thousand parts per million (1000 ppm) in all other areas. The California Department of Public Health Standards for clearance shall apply.

E. Areas exceeding the clearance level shall be re-cleaned, re-encapsulated and re-tested until acceptable clearance levels are obtained. All costs associated with re-testing of an area shall be borne by the abatement Contractor.

F. Following the satisfactory completion of clearance lead dust wipe sampling testing, work area isolation barriers shall be removed by the abatement contractor and properly disposed of as contaminated waste or as directed by the Consultant.

G. The Contractor shall at no additional charge install and provide AC power and extension cords for the Consultant to collect all area air samples deemed necessary by the Consultant.

3.13 SITE SECURITY Requirements: Proper security for the project abatement / demolition area(s) shall be the responsibility of the Contractor and is to be coordinated with the Owner's representative. Proper security includes, but is not limited to, installation of lockable chain linked fencing and / or other secured barriers to ensure work areas are not accessible to unauthorized persons.

3.14 RESPONSIBILITY FOR DAMAGES: Any damages to any items or fixtures that has been the result of actions by the Contractor's personnel shall be repaired to their original condition without any additional cost to the Owner. A comparison to the pre-construction inspection report shall be the basis for the assessment of damages to be addressed.

3.15 RESTORATION AND REPAIRS: Repair and restore all items in accordance with the final inspection list specified herein. All surfaces within the work site must be free and clean of debris including but not limited to encapsulants, glue, tape, poly, waste, etc.

END OF PART 3 – EXECUTION

PART I GENERAL

1.1 DESCRIPTION OF WORK: The Contractor shall furnish all labor, materials, facilities, equipment, services, employee training and testing, permits and agreements, and waste transport, disposal and/or recycling necessary to perform the work required for the proper removal of the Universal Waste, other hazardous materials, and ozone depleting substances as described below for the Culinary Arts Renovation project located at Doty Middle School, 10301 Woodruff Avenue, Downey, California.

1.2 CALIFORNIA UNIVERSAL WASTE RULE ITEMS

1.2.1 MERCURY TUBES/LAMPS AND OTHER MERCURY CONTAINING EQUIPMENT

This section applies to the removal of Universal Waste Rule items, such as fluorescent light tubes/lamps, neon, mercury vapor, high pressure sodium, and metal halide lamps, which contain small amounts of elemental mercury, as well as metallic mercury compounds which may be present in but not limited to, thermostats, thermometers, pressure or vacuum gauges, switches, manometers, barometers, dilators and weight tubing and must be handled in accordance with the current California Universal Waste Rules.

A. Prior to demolition or renovation activities which may disturb the mercury light tubes/lamps, the Contractor shall properly remove the light tubes/lamps, keep them intact and properly package them in rigid containers to prevent them from breaking. The containers must be labeled with the following: “Universal Waste--Lamp(s),” or “Waste Lamp(s),” or “Used Lamp(s).” All mercury lamps and tubes will be recycled, or taken to a universal waste handler (e.g., storage facility or broker), or an authorized recycling facility in accordance with CA DTSC (Title 22, division 4.5, chapter 23, section 66273.8).

B. Out-of-service mercury added thermostats and/or any other electrical switching equipment must be removed prior to demolition, in accordance with applicable regulations. The mercury added thermostats must be taken to an authorized collection center for recycling. Other removed mercury equipment should be handled as Universal Waste and recycled in accordance with current CA DTSC Universal Waste Rules (Title 22, Ch. 23).

1.3 OZONE DEPLETING SUBSTANCES

1.3.1 CHLOROFLUOROCARBONS (CFC) / HYDRO CHLOROFLUOROCARBONS (HCFC)

A. Chlorofluorocarbons (CFC) and/or Hydro Chlorofluorocarbons (HCFC) potentially exist in association with air handling units, refrigerant lines, chillers and compressors. The EPA under the Clean Air Act does not allow any refrigerant to be vented into the atmosphere during installation; service or retirement of equipment, therefore refrigerant must be recovered, recycled, or reclaimed. Prior to demolition/renovation activities that will impact refrigerant systems, when applicable, the Contractor, in coordination with the Owners’ representative, shall properly recover and/or recycle, or reclaim the refrigerant in accordance with EPA regulations 40 CFR Part 82, Subpart F, or any other applicable Federal, State, local requirements.

1.3.2 HALONS

B. EPA Halon Emission Reduction Rule (40 CFR Part 82, Subpart H), the halons covered by this rule contribute to the stratospheric ozone destruction. Halons are effective fire protection agents, however, it is unlawful to vent halons during testing, maintaining, servicing, repairing, or disposing of halon-containing equipment. It is also unlawful to dispose of halon-containing equipment except by sending it for halon recovery to facilities operating in accordance with the National Fire Protection Association (NFPA) 10 and NFPA 12A standards.

1.4 OTHER HAZARDOUS MATERIALS

1.4.1 POLYCHLORINATED BIPHENYLS (PCB'S)

A. There is a potential that polychlorinated biphenyls (PCB's) exist in the fluorescent magnetic light ballast throughout the light fixtures where the ballasts have not been replaced. Those magnetic light ballasts that do not have a label indicating "No PCB's" must be assumed to contain PCB's as required by EPA and OSHA. The Contractor, prior to demolition/renovation activities that may impact the light ballasts, shall remove the PCB containing light ballasts, utilizing proper procedures and personal protective equipment as required by OSHA, and properly package, label and dispose or recycle the PCB ballast containers as required by EPA (40 CFR Part 761) and CCR Title 22 Division 4.5, Chapter 42 (CA DTSC) and the Department of Transportation (DOT) and any other applicable Federal, State, or local requirements.

B. PCB's may also be found in the lubricating grease/ oils at air handling units / mechanical equipment, transformers, capacitors, switches, regulators, and elevator equipment, lifts, trash compactors, cardboard bailers. Prior to demolition/renovation activities that may impact the PCB items, the Contractor shall properly remove, package, label, and dispose these items in accordance with current OSHA, EPA, DOT regulations and any other Federal, State, or local requirements

1.4.2 RADIOACTIVE MATERIAL

Self-luminous signs that do not require electricity, such as but not limited to, "EXIT", "X-Ray", and "IN USE" signs may contain radioactive material. Radioactive self-luminous signs contain Tritium (^{3}H) gas sealed in borosilicate glass tubes. The radioactive gas is not released unless the internal glass tubes are broken or cracked. According to the EPA, a recently documented source of tritium in the environment is tritium "Exit" signs that have been illegally disposed of in municipal landfills. Tritium exit signs are regulated by the Nuclear Regulatory Commission (NRC) under federal regulations (10 CFR 32.51 and 31.5).

Prior to demolition or renovation activities that may disturb the radioactive signs the identified radioactive signs must be properly removed, packaged and labeled by the Contractor in accordance with the NRC requirements and any other current Federal, State and local regulations. Self-luminous radioactive signs are labeled "Caution Radioactive Materials" and/or with the radiation trefoil symbol. The radioactive signs shall be properly disposed of or reclaimed by the Owners representative.

END OF SECTION

ATTACHMENT 1

SCOPE OF WORK

ASBESTOS-CONTAINING MATERIALS, LEAD-BASED PAINT, UNIVERSAL WASTE, OTHER HAZARDOUS MATERIALS, OZONE DEPLETING SUBSTANCES (AS PER BID PACKET AND JOB WALK INSTRUCTIONS)

LYNN L. PACE ELEMENTARY SCHOOL
MODERNIZATION
BUILDING A
EXECUTIVE SUMMARY

MATERIAL	LOCATION	QUANTITY	CONTAMINANT
Black Mastic associated with the multi-layered Floor Tile	Classrooms A-1, A-3, A-4 Single Layered Floor	~945 SF Per Room	Asbestos-Containing Material (ACM)
Plaster Wall (White)	Classrooms A-1, A-2, & A-3	2,300 SF	Asbestos-Containing Material (ACM)
No Lead-Based Paint was identified from the paint chip samples.			

LYNN L. PACE ELEMENTARY SCHOOL
MODERNIZATION
BUILDING B
EXECUTIVE SUMMARY

MATERIAL	LOCATION	QUANTITY	CONTAMINANT
Black Mastic associated with the multi-layered Floor Tile	Classrooms B-1, B-2, B-3, and B-4	~945 SF Per Room	Asbestos-Containing Material (ACM)
No Lead-Based Paint was identified from the paint chip samples.			

LYNN L. PACE ELEMENTARY SCHOOL
MODERNIZATION
BUILDING C
EXECUTIVE SUMMARY

MATERIAL	LOCATION	QUANTITY	CONTAMINANT
12”x12” Floor Tile and Associated Mastic Multi-Layered	Classrooms C-1, C-2, C-3	~945 SF Per Room	Asbestos-Containing Material (ACM)
12”x12” Floor Tile and Associated Mastic (3rd / Bottom Layer)	Classroom C-4	~945 SF	Asbestos-Containing Material (ACM)
No Lead-Based Paint was identified from the paint chip samples.			

LYNN L. PACE ELEMENTARY SCHOOL
MODERNIZATION
BUILDING D
EXECUTIVE SUMMARY

MATERIAL	LOCATION	QUANTITY	CONTAMINANT
12”x12” Brown Floor Tile and Black Mastic	Classroom D-1	~552 SF	Asbestos-Containing Material (ACM)
12”x12” Brown & Gray Pebbled Floor Tile and Associated Black Mastic (2 Layers)	Classroom D-1	~25 SF	Asbestos-Containing Material (ACM)
12’x12” Tan Floor Tile and Associated Mastic	Classroom D-1	~165 SF	Asbestos-Containing
12’x12” Tan Floor Tile and	Classrooms D-2, D-3, D-4	~945 SF	Asbestos-Containing
No Lead-Based Paint was identified from the paint chip samples.			

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