



DEPARTMENT OF PUBLIC WORKS  
NOTICE TO CONTRACTORS, SPECIAL  
PROVISIONS, PROPOSAL, AND CONTRACT  
FOR CONSTRUCTION OF

ABATEMENT AND DECONSTRUCTION (NO. 1 -11)  
SERVICES

25552 Maitland Drive, 25560 Maitland Drive, 25564 Maitland  
Drive, 25568 Maitland Drive, 25584 Maitland Drive, 25685  
Maitland Drive, 25697 Maitland Drive, 25361 Bunker Hill Ct,  
25669 Bunker Hill Blvd, 1026 C St, 1058 Central Boulevard

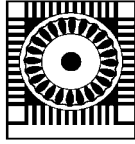
PROJECT NO. 05276

FOR USE IN CONNECTION WITH THE 2010 STANDARD SPECIFICATIONS AND  
STANDARD PLANS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION,  
THE LATEST CITY OF HAYWARD STANDARD DETAILS, CITY SPECIFICATIONS  
FOR CONSTRUCTION OF SANITARY SEWER MAINS AND CITY SPECIFICATIONS  
FOR CONSTRUCTION OF WATER MAINS

August 2018

Alex Ameri  
Interim Director of Public Works  
City Engineer  
R.C.E. No. 40155  
Expiration Date: 9/30/20





C I T Y O F  
**HAYWARD**  
HEART OF THE BAY

**SPECIFICATIONS & SPECIAL PROVISIONS FOR THE  
CONSTRUCTION**

**OF**

**ABATEMENT AND DECONSTRUCTION (NO. 1 -11)  
SERVICES**

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Bunker Hill Ct, 25669 Bunker Hill Blvd, 1026 C St,  
1058 Central Boulevard  
City of Hayward**

**Project No. 05276**

**August 2018**

TO PURCHASE PLANS AND SPECIFICATIONS  
AND TO CHECK BID RESULTS  
Contact Engineering & Transportation at (510) 583-4734

FOR INFORMATION REGARDING THIS PROJECT  
Contact Sundaresh Begur at (510) 583-4767

FOR CONTRACT COMPLIANCE  
Contact Maria Carrillo at (510) 583-4800

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<u>DRAWING</u>	<u>TOTAL NUMBER</u>	<u>Title</u>
File No..	Of Sheets	

N/A

N/A

N/A

**PART II – SPECIFICATIONS & HAZARDOUS MATERIAL REPORTS: ENVIRONOVA**

**CITY OF HAYWARD**  
**DEPARTMENT OF PUBLIC WORKS**  
\*\*\*\*\*  
**NOTICE TO CONTRACTORS**  
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**SEALED** proposals will be received at the office of the City Clerk, Fourth Floor, 777 "B" Street, Hayward, California 94541-5007, until 2:00 p.m. on **WEDNESDAY, September 26, 2018**, at which time they will be publicly opened and read aloud in the Public Works Conference Room 4D, Fourth Floor, of said building, for construction in accordance with the project plans and specifications to which special reference is made, as follows:

**Title:** Abatement and Deconstruction (No. 1 – 11) Services  
**Project No.** 05276

**Project Description:** The work consists, in general, of hazardous materials abatement and deconstruction at eleven (11) parcels and performing other items or details, not mentioned above, that are required by the plans, and as specified in the Standard Specifications or these Special Provisions.

The Engineer's estimated cost of construction is **\$550,000.00**

The work is to be completed within **forty (40)** working days.

The Contractor shall pay to the City of Hayward the sum of **\$500.00** per day in excess of the number of working days prescribed above, for each and every calendar day's delay in finishing the work. See details in the Special Provisions.

At the time this contract is awarded, the Contractor shall possess a Class A and Class B or Class A and C-21 License with ASB and HAZ Certification and be a DOSH registered contractor.

When the Engineer's estimated cost of construction is greater than \$1,000,000, the contract is subject to the Community Workforce Agreement approved by the Hayward City Council on April 14, 2015. The successful bidder and all subcontractors, at any tier, will be required to sign an Agreement to be Bound which can be found in Exhibit H in the Special Provisions as a condition precedent to entering into any contract for this project.

Pursuant to Section 1770 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages applicable to the work to be performed, which rates are filed in the office of the Engineer, and copies of which are available to any interested parties on request.

In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered with the State Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. Section 1771.1 applies to any bid proposal submitted on or after March 1, 2015 and/or any contract for public work entered into on or after April 1, 2015.

Job Site Notices. Contractor shall post a Job Site Notice for this project pursuant to Title 8 California Code of Regulations Section 16451.

A bid submitted by any Contractor who is not licensed to engage in business or act in the capacity of a Contractor shall be considered non-responsive and shall be rejected, except for those exceptions governed by Section 7028.15 of the Business and Professions Code.

The City of Hayward hereby notifies all bidders that bidders will not be discriminated against on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability in consideration for an award.

A pre-bid conference will be held on **Wednesday, September 19, 2018**, at **2:00 P.M.** in Public Works Conference Room 4D, at 777 "B" Street, Hayward, CA. The purpose of this conference is to answer Contractor's questions regarding the project requirements. Attending this conference is not a condition of submitting a bid, but prospective bidders are encouraged to attend.

Each bid must be accompanied by certified or cashier's check, or bidder's bond duly executed by a responsible corporate surety authorized to issue such bonds in the State of California, made payable to the City of Hayward for an amount equal to at least ten (10) percent of the amount bid.

The successful bidder shall furnish a Labor and Materials Bond and a Faithful Performance Bond.

Bidder's attention is directed to Section 6-1, "City of Hayward Non-Discriminatory Employment Practices Provision," of the Special Provisions.

The Contractor may elect to receive 100 percent of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Sections 22300 of the Public Contract Code. All expenses of such substitute deposit shall be borne by the Contractor. Securities eligible for investment under the section shall include those listed in Section 16430 of the California Government Code or certificates of deposit of a bank or savings and loan association. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

Alternatively, upon the Contractor's request, the City will make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities, and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the City, pursuant to the terms in Section 22300 of the Public Contract Code.

Bidders may purchase the project specifications with half-size plans and proposal forms by visiting or writing the:

**City of Hayward**  
**Department of Public Works - Engineering & Transportation**  
777 "B" Street, 2nd Floor  
Hayward, California 94541-5007  
(510) 583-4730

for a non-refundable fee of **\$40** per set if picked up; or **\$45** per set if mailed by regular mail with the U.S. Postal Service. Any other form of delivery will be at a cost to include the cost per set plus the delivery carrier's cost. They may also be reviewed at the various builders exchanges and construction service offices throughout the San Francisco Bay Area. Full size plans are available for **\$5.00** per black and white sheet and **\$10** per color sheet.

Project Addendum notifications will be sent certified mail and also issued through Construction Bidboard at [www.ebidboard.com](http://www.ebidboard.com). Construction Bidboard will fax and/or email all notifications to all planholders. Copies of the addenda can also be downloaded from the Construction Bidboard website or under "Construction Projects" on the City's website at [www.hayward-ca.gov](http://www.hayward-ca.gov).

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MIRIAM LENS - City Clerk



**CITY OF HAYWARD**

**DEPARTMENT OF PUBLIC WORKS**

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**SPECIAL PROVISIONS**

**FOR**

Abatement and Deconstruction (No. 1 – 11) Services  
Project No. 05276

**PART I – GENERAL PROVISIONS**

**SECTION 1. SPECIFICATIONS AND PLANS**

The work embraced herein shall be done in accordance with the 2010 State of California Standard Specifications (“State Standard Specifications” or “Standard Specifications”), the 2010 Standard Plans (“State Standard Plans” or “Standard Plans”), and the latest version of the City of Hayward Standard Details, insofar as the same may apply and in accordance with the following Special Provisions.

In case of conflict between the various contract documents, the following order shall govern: the Special Provisions, the Project Plans, the City Standard Details, the State Standard Plans, the State Standard Specifications.

Definitions and Terms. Wherever in the Standard Specifications or Standard Plans, the following definitions and terms are used, the intent and meaning shall be interpreted as follows:

**California Public Contract Code. State Contract Act** - The provisions of the California Public Contract Code and of other applicable laws form and constitute a part of the provisions of this contract to the same extent as if set forth herein in full, except for those laws which are expressly made inapplicable herein, and except to the extent those laws are modified herein. The State Contract Act, being Chapter 1 (commencing with Section 10100) of Part 2, Division 2, California Public Contract Code, does not form or constitute any part of this contract. Section 20162 of the California Public Contract Code does not apply to work performed by City work forces.

**Department** - The Department of Public Works of the City of Hayward.

**Director** - The Director of Public Works of the City of Hayward.

**Engineer** - The City Engineer of the City of Hayward, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**Highway** - The streets of the City of Hayward, which shall include the total right of way or area which is reserved for and secured for use in constructing the roadway or street and its appurtenances.

**Laboratory** - The Office of Materials and Foundations of the Department of Transportation/ of the State of California or the City of Hayward testing laboratory or laboratories authorized by the Engineer to test materials and work involved in the contract.

**Legal Holidays** - For the purpose of calculating working days, legal holidays are: January 1, the third Monday in January, February 12, the third Monday in February, the

last Monday in May, July 4, the first Monday in September, September 9, the second Monday in October, November 11, Thanksgiving Day, and December 25. When a legal holiday falls on a Sunday, the following Monday shall be a legal holiday.

**Liquidated Damages** - The amount prescribed in the Special Provisions, pursuant to authority of Government Code Section 53069.85, to be paid to the City of Hayward or to be deducted from any payments due or to become due to the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the Special Provisions.

**Office of Structure Design** - The office of the Engineer of the City of Hayward. When the specifications require working drawings to be submitted to the Office of Structure Design, the drawings shall be submitted to: City of Hayward Department of Public Works, Engineering and Transportation Division, 2<sup>nd</sup> Floor, 777 B Street, Hayward, CA 94541, Telephone (510) 583-4730.

**Special Provisions** - The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications. The Department of Transportation publications entitled "Labor Surcharge and Equipment Rental Rates" and "General Prevailing Wage Rates" are to be considered as a part of the Special Provisions.

**Standard Plans** - The 2010 edition of the Standard Plans of the State of California, Department of Transportation, and the latest City of Hayward Standard Details. The Standard Details of the City of Hayward shall govern over both the State of California Department of Transportation Standard Plans and Standard Specifications.

**Standard Specifications** – The 2010 edition of the Standard Specifications of the State of California, Department of Transportation.

Any reference within the Standard Specifications to the State of California or a State agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer.

## SECTION 2. BIDDING

### 2-1.01 General

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the preparation of the proposal forms and the submission of the bid.

The City will furnish to each bidder:

With the purchase of the project specifications with half-size plans, an additional set of proposal forms that are detached from the Special Provisions, which, when filled out and executed shall be submitted as the bid.

The Contractor shall enclose their proposal in an envelope clearly identifying the project.

Bids not presented on the project proposal forms provided in the Special Provisions will be disregarded.

Section 2-1.34, "Bidder's Security," of the Standard Specifications is amended to read:

All bids shall be submitted under sealed cover and accompanied by one of the following forms of bidder's security made payable to the City of Hayward equal to at least 10 percent of the bid:

1. Cashier's check
2. Certified check
3. Bidder's bond signed by a responsible corporate surety insurer authorized to issue such bonds in the State of California

If using a bidder's bond, it shall be properly filled out and executed and shall conform to the bond form entitled "Bidder's Bond to Accompany Proposal" in the proposal attached at the end of these Special Provisions.

The Contractor's attention is directed to Section 2-1.46 "Bid Rejection," of the Standard Specifications.

The Department reserves the right to:

1. Reject any and all bids
2. Reject a nonresponsive bid
3. Waive any informalities or irregularities in bids received

More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. If it appears that the same individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated, all such proposals shall be rejected. If there is a reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected. Being listed as a subcontractor does not constitute interest in a bid.

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

### **2-1.02 Nondiscrimination/Non-preferential Treatment**

The successful bidder shall, in the performance of the Agreement, be required to comply with all applicable Federal, State, and City nondiscrimination/nonpreference laws and regulations.

The successful bidder should not discriminate against any subcontractor on the grounds of race, color, religion, national origin, sex, age, or disability.

### **2-1.03 Disadvantaged Business Enterprise and Women Business Enterprise (DBE/WBE) Voluntary Participation**

The City of Hayward strongly urges prime bidders to consider utilization of subcontractors and to provide DBE/WBE subcontractors with a full and fair opportunity to submit proposals to participate on this contract. "Disadvantaged Business Enterprise (DBE) or Women Owned Business Enterprise (WBE)" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals or women, (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals or women who own it, and (c) and for DBEs only, is located within the City of Hayward or certifies that it has actively participated or attempted to be active in the business community within the jurisdiction of the City of Hayward.

Prime bidders are urged but are not obligated to take the suggested "outreach efforts" listed below to reach out to potential DBE/WBE subcontractors.

The City of Hayward requests that the bidder who participates in DBE/WBE outreach completes the "Participation of DBE and WBE Information" form, which is combined with the "List of All Subcontractors and Suppliers" form in the proposal packet.

#### 2-1.04 Outreach Efforts

Outreach efforts are made by the prime bidder to obtain DBE/WBE participation on the contract. The following list of examples of outreach efforts is not exclusive or exhaustive. Other outreach efforts may also be effective.

1. Identify appropriate subcontractor opportunities.
2. Send a written solicitation to certified DBE/WBEs licensed or reputed to be qualified to provide the identified work before proposals are due providing them with information about the requirements for the project and the identified items of work.
3. Follow up on initial solicitations to DBE/WBEs to determine interest.
4. Contact chambers of commerce or women's business organizations to provide information regarding opportunities and to obtain information regarding DBE/WBEs.

#### 2-1.05 Resource Lists for this Project

Certified DBE and WBE resource lists **ACCEPTABLE** for this project are as follows:

1. California Department of Transportation (Caltrans) and Department of General Services
2. City and County of San Francisco
3. County of Alameda
4. City of Oakland
5. And City's, County's , or other governmental agency listing provided that agency performs certifications and, can attest to the accuracy of the information contained within the listing.

#### 2-1.06 Subcontracting

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications, Section 2, "Bidding," of the Standard Specifications and these Special Provisions, and Section 3, "Award, and Execution of Contract," of these Special Provisions.

The Contractor shall perform with the Contractor's own organization, contract work amounting to not less than **30** percent of the original total contract price, less the administrative change order and any designated "Specialty Items" that may be performed by subcontract. The amount of any such "Specialty Items" so performed and the amount for administrative change order shall be deducted from the original contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization.

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the California Public Contract Code, each bidder shall list in his proposal the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of **one-half of one percent** of the prime Contractor's total bid. Said list shall include name and address of each subcontractor. Upon request and within two (2) business days after the date of the bid opening, the bidder also shall provide information to the Engineer about the listed subcontractor(s) identifying: their State Contractor's license number; the description of work subcontracted; and the subcontract

amount. The prime Contractor shall list only one subcontractor for each portion as is defined by the prime Contractor in his or her bid.

A sheet for listing all the subcontractors is included in the proposal.

### **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

#### **3-1.01 General**

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and "Award, and Execution of Contract," of these Special Provisions for the requirements and conditions concerning award and execution of contract.

Contractor's attention is directed to Section 6-1, "City of Hayward Non-Discriminatory Employment Practices Provision," of these Special Provisions.

Subcontractors must be named in the bid. See Section 2-1.06 "Subcontracting," of these Special Provisions.

#### **3-1.02 Community Workforce Agreement**

When the Engineer's estimated cost of construction is greater than \$1,000,000, the contract is subject to the Community Workforce Agreement approved by the Hayward City Council on April 14, 2015. The successful bidder and all subcontractors, at any tier, will be required to sign an Agreement to be Bound which can be found in Exhibit G in the Special Provisions as a condition precedent to entering into any contract for this project.

The Agreement is to promote efficiency of construction operations performed by the City of Hayward and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects covered by this Contract, while helping to increase training and employment opportunities for graduates of the Hayward Unified School District ("HUSD") and Hayward residents in the construction trades through local hire, apprenticeship and pre-apprentice programs.

#### **3-1.03 Contractor's Reference Information**

If the successful bidder (low bidder) has not had a contract with the City in the last five (5) years for similar type and size of work, the low bidder may be requested to submit the reference information to the City after the bids are received. When requested, the low bidder shall submit information on all construction projects the bidder has been engaged in within the last 5 years. Reference information shall include project owner and address, project manager and/or inspector's name and phone number, project description, project size in dollars, and status of completion. Additionally, if any listed work was under a subcontract, the low bidder shall also provide the prime Contractor's name and contact information. The reference information shall be submitted to the office of the Engineer within two days from the date of the request. Failure to submit the required Contractor's reference information by the time specified will be grounds for finding the bid or proposal non-responsive. Other bidders need not submit information unless requested to do so by the City. When such request is made, the Contractor's reference information of such bidders shall be submitted within 2 days of the request.

#### **3-1.04 Contract Award and Execution**

The Contractor's attention is directed to Section 2-1.46, "Bid Rejection," of the Standard Specifications. The right is reserved to reject any and all proposals. The right is also reserved to waive any informalities or irregularities in bids received.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 45 days after the opening of the proposals. This period of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done.

Section 3-1.18 "Contract Execution," of the Standard Specifications is amended to read:

The successful bidder must sign the Contract form and shall deliver the following to the Engineer:

1. Signed Contract form
2. Contract bonds
3. Certificate of insurance with documents to verify any self-insurance coverage as required by Section 3-1.07, "Insurance Policies," of the Standard Specifications and Section 5-1.07, "Indemnification and Insurance Requirements" of these Special Provisions. At the discretion of the Engineer, a copy of insurance policies may be also required to be submitted with the submission of the certificate of insurance within a specified time period.
4. Contractor's Reference Information, if requested
5. Draft copy of the proposed contract with each sub-contractor that will be working on the project, if requested. An executed copy shall be submitted prior to construction.

The Engineer must receive these documents **within ten (10) business days** after the bidder receives the contract for execution.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included at the end of these Special Provisions.

### **3-1.04A Bid Protest Procedures**

Any bid protest of the proposed award of bid to the bidder deemed the lowest responsible bidder must be submitted in writing no later than 5:00 p.m. on the fifth (5<sup>th</sup>) business day following the date of the bid opening to the following address: City of Hayward, Office of the City Clerk, 777 B Street, Hayward, CA 94541. The following conditions will apply to all protests:

1. At time of filing the bid protest, a processing fee of \$500.00 will be charged.
2. The initial protest document must contain a complete statement of the basis for the protest.
3. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest.
4. The protest must include the name, address, and telephone number of the person representing the protesting party. If a fax number or email address is available, it should also be included.
5. The party filing the protest must have actually submitted a bid on the project or must be a legal representative of a party that has actually submitted a bid on

the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest.

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

The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings. A Bidder must not rely on a Bid Protest submitted by another Bidder, but must timely pursue its own protest.

The City will respond to any properly submitted protest within fifteen (15) calendar days. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the Engineer, or if otherwise legally required. At the time of the City Council's consideration of the award of the bid, the City Council shall also consider the merits of any timely protests and the Engineer's recommendation thereon. The City Council may either accept the protest and award the bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids. The City's decision on the protest shall be final.

In the event that any bid fails to conform to the requirements of the bid documents, the City reserves the right to waive inconsequential deviations from bid requirements or other bid irregularities not affecting the time of performance, quality of performance or the amount of the bid, except where such waiver would give the low bidder an advantage or benefit not allowed to other bidders.

### **3-1.05 Contract Bonds**

Section 3-1.05, "Contract Bonds (PUB CONT CODE §§ 10221 AND 10222)," of the Standard Specifications is amended to read:

At the time of the execution of the contract agreement for the work and at his own expense, the successful bidder must furnish 2 separate surety bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 110 percent (110%) of the total bid.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 110 percent (110%) of the total bid. This obligation may be reduced to an amount equal to at least ten percent (10%) of the contract price upon final acceptance, for a period of one year from the date of acceptance of work.

Sureties on each of said bonds shall (i) be issued by a surety that is authorized and admitted to transact business in the State in accordance with Code of Civil Procedure Section 995.120; (ii) include the notarized signatures of the Contractor and the surety. Prior to submitting the Bonds to the City, the Contractor must attach to each of the Bonds: (i) a print-out of information from the website of the Department of Insurance confirming that the surety is an admitted surety insurer, printed not more than ten days prior to submitting the Bonds to the City; or (ii) certification by the Clerk of the County that the surety is an admitted surety insurer, obtained from the Clerk of the County not more than ten

days prior to submitting the Bonds to the City. No change in the Work or the Project, extension of time for performance of the Work or other action permitted pursuant to this Contract shall be deemed or construed to, in any manner or respect, release the Contractor or any surety that has issued one or both of the Bonds from their respective obligations pursuant to the Bonds, and each such surety shall be deemed to have waived notice of such changes, extensions and other actions; and, further, in the event of default by the Contractor, the surety shall promptly investigate such default and promptly, and in no event longer than 45 days from the City's notice of the default, advise City of Surety's unequivocal election whether it will complete the Project with a new contractor (not the Contractor unless City in its sole discretion so consents) with new Bonds, or exercise other rights or remedies permitted by law of the Bonds.

Bond forms are included in the Contract at the end of these Special Provisions.



#### **Section 4. Beginning of Work, Time of Completion, and Liquidated Damages**

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications and elsewhere in these Special Provisions. These provisions are supplemented by the following.

**Preconstruction Conference:** Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the Office of the Engineer for purpose of discussing with the Contractor the scope of the work, contract plans and specifications, and the Contractor's schedule. Unless otherwise approved by the Engineer, the Contractor's proposed superintendent shall be present and at least one representative from each listed subcontractor. The time and date for the pre-construction conference will be scheduled by the Engineer.

**Notice to Proceed:** A Notice to Proceed will be issued on a Friday, with the first chargeable working day on the following Monday. The Contractor shall begin work within 10 calendar days after receiving the Notice to Proceed.

The entire work shall be diligently prosecuted to Project Substantial Completion before the expiration of **forty days (40) WORKING DAYS** beginning on the first working day charged as shown in the Notice to Proceed (i.e., beginning on the following Monday) and ending on Project Substantial Completion. Project Final Completion shall be completed within **seven (7) WORKING DAYS** from Substantial Completion. (Said 40 WORKING DAY and 7 WORKING DAY periods, collectively, referred to as the Contract Time.)

Failure to complete the entire Work within the Contract Time shall result in Contractor responsibility for Substantial Completion liquidated damages and/or Final Completion liquidated damages.

**Substantial Completion Liquidated Damages:** The Contractor shall pay to the City of Hayward the sum of **\$500** per day in excess of the number of working days prescribed above, for each and every CALENDAR DAY's delay in achieving Project Substantial Completion.

- For purposes of this Section 4, the term Substantial Completion means completion of all work with the sole exception of clearly inconsequential punch list work, clearly inconsequential corrections to submittals or other clearly minor items limited to required documents or submittals following completion of construction; subject to the further limitation that such clearly minor items may not affect the public use or beneficial occupancy of any part of the Project; and subject to the further limitation that Contractor provides City with its written plan and assurance to complete all such minor work within **seven days (7) WORKING DAYS** or less of the date of Substantial Completion.
- In his or her sole discretion, the Engineer may consider requests for finding Substantial Completion in doubtful cases. Under no circumstances, however, may Engineer grant Substantial Completion if the entire work is not ready for beneficial occupancy, or work remaining includes inspections or approvals required for use of any equipment or systems, or if work remaining includes required training or operation and maintenance manuals necessary for use and operation of any part of the Project.
- At Substantial Completion, Engineer will commence steps to recommend that the Director formally accept the contract.

**Final Completion Liquidated Damages:** For the time period following Substantial Completion and up to the date of Final Completion, the Contractor shall pay to the City of Hayward the sum of **\$500** per calendar day that expires between achievement of Substantial Completion and achievement of Final Completion. (For purposes of this Section 4, the term Final Completion means completion of all remaining punch list work or other items remaining to be completed at Substantial Completion.)

Final Completion requires Contractor complete all work necessary for Engineer to recommend that the Director formally accept the contract.

Performance Liquidated damages: In addition to Substantial Completion liquidated damages and/or Final Completion liquidated damages provided above, the Contractor shall complete the work listed in the following items within the specified time; and upon any failure as specified, pay the liquidated damages in the specified amount as follows:

List Specific performance LD: not/applicable

## Section 5. General

### SECTION 5-1. MISCELLANEOUS

#### 5-1.01 Equipment Rental Rates and Labor Surcharge

The labor surcharge, equipment rental rates and the right of way delay factors for each classification of equipment are listed in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates.

#### 5-1.02 General Prevailing Wage Rates

Attention is directed to Section 7-1.02K (1), "General," of the Standard Specifications.

The following sentence is added to the end of the first paragraph in Section 7-1.02K (1), "General," of the Standard Specifications:

*Any Contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations in effect on the date of advertisement for the project.*

The second paragraph in Section 7-1.02K (2), "General," of the Standard Specifications are amended to read:

*The general prevailing wage rates and any applicable changes to these wage rates are available:*

- 1. At the office of the Engineer, Department of Public Works, Engineering and Transportation Division, 2nd floor, of the Hayward City Hall, 777 "B" Street, Hayward, CA 94541.*
- 2. From the Department of Industrial Relations' Web site at <http://www.dir.ca.gov>*

*Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates that are in effect on the date of the advertisement for the project and by reference are made a part of the contract, shall be posted by the Contractor at a prominent place at the site of the work.*

The last sentence in the fourth paragraph in Section 7-1.02K (2), "General," of the Standard Specifications is amended to read:

*Changes in general prevailing wage determinations that conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations by the date of the advertisement for the project.*

The Contractor shall have full responsibility, and subsequent liability for enforcing the general prevailing wage rate requirements upon all subcontractors utilized by the Contractor in the performance of this contract.

Attention is directed to Section 7-1.02K (3), "Certified Payroll Records (Labor Code §1776)," of the Standard Specifications. Regulations implementing said Section 1776 are located in Sections 16000 et seq of Title 8, California Code of Regulations.

The first sentence of 7-1.02K (3), "Certified Payroll Records (Labor Code §1776)," of the Standard Specifications is amended to read:

*Two copies of all payrolls records, weekly, including those of subcontractors shall be submitted weekly to the Engineer.*

### **5-1.03 Engineer's Authority**

Section 5-1.03, "Engineer's Authority" of the Standard Specifications is amended to read:

*The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation.*

*The Engineer makes the final decision on questions regarding the Contract, including:*

- 1. Work quality and acceptability*
- 2. Manner of performance of the work*
- 3. Drawing and specification interpretation*
- 4. Acceptable contract fulfillment on the part of the Contractor*
- 5. Time and rate of progress of the work*
- 6. Measurement and payment*

*Failure to enforce a Contract part does not waive enforcement of any other Contract provision.*

*The Engineer may reject work that does not comply with the Contract at any time, including after a payment has been made.*

*All decisions shall be in writing, signed by the Engineer; otherwise, such decisions are not effective. In addition, certain changes and modifications, require approval as to form by the City Attorney for the City of Hayward; otherwise, they are not effective. Change orders and modifications requiring approval as to form by the City Attorney, are change orders or contract modifications regarding, requiring or effecting the subjects of: confidential data subject to legal protections under state or federal law; collection of sales or use taxes; releases and settlements; assignments; requiring City to maintain insurance; imposing indemnification obligations on City; arbitration, litigation, mediation; statutory violations, copyrights, trademarks; settlements, judgments, court actions.*

### **5-1.04 Inspection and Working Hours**

The Engineer shall, at all times, have safe access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these specifications, the special provisions and the plans. All work done and all materials furnished shall be subject to the Engineer's inspection.

The inspection of the work or materials shall not relieve the Contractor of any of the Contractor's obligations to fulfill the contract as prescribed. Work and materials not meeting the requirements shall be made good and unsuitable work or materials may be rejected, notwithstanding that the work or materials have been previously inspected by the Engineer or that payment therefor has been included in a progress estimate.

The Contractor shall coordinate inspections from various City departments and allow in his schedule the time necessary for scheduling of the inspections and the actual inspection time. The Department

of Public Works – Engineering & Transportation has no authority over the City Building Division or Fire Department Inspectors and will not provide coordination between these separate City entities. No additional working days or compensation will be allowed for due to inspection scheduling and the actual inspection.

Working Hours

The Contractor's normal working hours shall be from 7:30 a.m. to 4:30 p.m., Monday through Friday, except trade union holidays. All work performed on Saturdays, Sundays, any trade union holidays, or on weekdays before 7:30 a.m. or after 4:30 p.m. shall be subject to charges for overtime inspection by City's Forces. The overtime inspection is charged at one and one-half times the hourly rate. Inspection performed on City (Legal) holidays, which are trade union workdays, will not be charged to the Contractor. The hourly rate for inspectors shall be as set forth in the current City of Hayward Positions and Salaries Resolution.

All Contractors' work shall also meet the time restriction requirements specified in the sections 5-1.21 "Sound Control Requirements," and 10-1.06 "Maintaining Traffic," elsewhere in these Special Provisions. The following is a summary of the various hours for contractor's operation for the project. It is the Contractor's responsibility to read the details and requirements in each section mentioned in the table. Any deviation from these hours requires written approval of the Engineer.

DESCRIPTION	HOURS	DAYS	SECTION TITLE (Location)
Contractor's Normal Working or Normal Inspection Hours	7:30 a.m. to 4:30 p.m.	Weekdays except trade union holidays	<b>INSPECTION</b> (Section 5)
Sound Control (Noise level may exceed 6 dba above the ambient noise in residential areas only during the hours shown)	7:00 a.m. to 7:00 p.m.	Daily	<b>SOUND CONTROL REQUIREMENTS</b> (Section 5)
	10:00 a.m. to 6:00 p.m.	Sundays and designated legal holidays*	
Traffic Control For Lane Closure	8:00 a.m. to 4:00 p.m.	Monday through Friday except designated legal holidays	<b>MAINTAINING TRAFFIC</b> (Section 10-1)

\*Same as the "designated legal holidays" defined in "Maintaining Traffic"

Registration with DIR: No contractor or subcontractor may be awarded a contract for work on a public works project or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the DIR revokes the registration), the City may cancel the Agreement and/or replace the Contractor or subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.

**5-1.05 Labor Nondiscrimination**

Section 7-1.02l(2), "Nondiscrimination," of the Standard Specifications is amended to read:

*Attention is directed to Section 1735 of the Labor Code, which reads as follows:*

*"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works*

*violating this section is subject to all the penalties imposed for a violation of this chapter."*

The Contractor is directed to Section 6, "City of Hayward Requirements," of these Special Provisions for the Nondiscrimination Provisions.

#### **5-1.06 Contractor License**

Section 3-1.06, "Contractor License," of the Standard Specifications is amended to read:

*Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.*

*All bidders and contractors shall be licensed in accordance with the laws of this State and any bidder or contractor not so licensed is subject to the penalties imposed by those laws.*

*Attention is also directed to the requirements in Public Contract Code Section 10164.*

*In all City projects, the Contractor shall be properly licensed at the time the contract is awarded through Contract acceptance.*

#### **5-1.07 Indemnification and Insurance Requirements**

The Contractor's obligations regarding indemnification of the City of Hayward shall conform to the provisions in Section 7-1.05, "Indemnification," of the Standard Specifications. All references to the "State" shall be replaced with the "City of Hayward".

##### Insurance Requirements:

Section 7-1.06, "Insurance," of the Standard Specifications is amended to read:

*After award of contract, the Contractor shall promptly obtain, at its own expense, all the insurance required by this section and shall submit a completed copy of the Certificate of Insurance signed by the Contractor's agent or broker with documents to verify any self-insurance coverage to the Public Works Department for review and approval by the City. **The Certificate of Insurance shall clearly identify the project name and number in the space labeled "Description of Operations/Locations/Special Items" on the form.** The insurance requirements must be met within the same **10-day** period allowed for contract execution as provided in the Directions to Bidders in the proposal.*

*The notice to proceed with the work under this contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of the work and until the final completion and acceptance thereof.*

(1) **Workers' Compensation and Employer's Liability Insurance**

*The Contractor shall take out and maintain during the life of the contract, Statutory Workers' Compensation and Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for all of its employees to be engaged in the work on the project under the Contract. Should any work be sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out of occurrences on the work.*

(2) Commercial General and Automobile Liability Insurance

The Contractor shall take out and maintain in the name of the Contractor and, as an additional insured, the City, during the life of the Contract, such Commercial General and Automobile Liability Insurance as shall protect the Contractor, the City, its officials, officers, directors, employees and agents, from claims which may arise from operations under this contract, whether such operations be by the Contractor, by the City, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by any of them. Such coverage shall be at least as broad as: Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001) and Insurance Service Office Form Number CA0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto). This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Contractor's or subcontractor's operations, including the use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

*Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.*

*Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.*

*The following endorsements must be attached to the policy:*

- (a) If the insurance policy covers on an "accident" or a "claims made" basis, it must be changed to "occurrence."*
- (b) The policy must cover Personal Injury as well as Bodily Injury.*
- (c) The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damages MUST BE ELIMINATED from the basic policy endorsements. This endorsement may be satisfied by amending the definition of "incidental contract" to include written contract.*
- (d) Broad form property damage liability must be afforded. Permission is granted for deductible, which shall not exceed \$10,000 without special approval of the City.*
- (e) The City must be named as an additional named insured under the coverage afforded with respect to the work being performed under the contract.*
- (f) A certificate shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the City will be called upon to contribute to a loss under this coverage.*
- (g) The policy must include a cross liability or severability of interests clause.*
- (h) Any failure of the Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, et al.*
- (i) Notice of cancellation, non-renewal, reduction in limits, or material change, shall be sent to the City with at least **thirty (30) days** prior written notice by certified mail.*
- (j) Insurance is to be placed with California Admitted Insurers with a Best's rating of no less than A: XI.*

*Should any such insurance policy be materially changed before final completion of the work, and the Contractor fail to procure other insurance as herein required, immediately, the City may procure such insurance and deduct the cost thereof from any amounts due to the Contractor.*

#### **5-1.08 Contractor's Control Termination**

The Contractor's attention is directed to Section 8-1.13, "Contractor's Control Termination," of the Standard Specifications.

### **5-1.08A Contract Termination**

Section 8-1.14, "Contract Termination," of the Standard Specifications is **deleted** and the following sections are substituted therefor.

#### **5-1.08A.1 General**

Notice thereof in writing will be served upon the Contractor, and should he neglect or refuse to provide means for a satisfactory compliance with the contract as directed by the Engineer within the time specified in such notice, the City Council, in any such case, shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work or said parts of it as the City Council may designate.

The City Council may annul and terminate the Contract and re-let the work or any part thereof. In making the determination as to whether there has been non-compliance with the contract so as to warrant the suspension or annulment thereof, the decision of the City Council or its duly authorized representative shall be binding on all parties to the Contract. The Department issues you a written notice, implements the termination, and pays you.

#### **5-1.08A.2 Relief from Responsibility for Work**

Upon receiving a termination notice:

1. Stop work
2. Notify subcontractors and suppliers of the Contract termination and stop Contract-related work
3. Perform the Engineer-ordered work to secure the job site for termination
4. Remove equipment
5. Subject to the Engineer's authorization, settle termination-related claims and liabilities involving subcontractors and suppliers; assign to the Department the rights, titles, or interests held by you with respect to these parties

#### **5-1.08A.3 Responsibility for Materials**

Upon receiving a termination notice, protect unused material until:

1. You submit an inventory of materials already produced, purchased, or ordered but not yet used; include the location of the material.
2. The Engineer identifies materials that will be retained by the Department. Submit bills of sales or other records of material title.
3. The Engineer confirms that unused materials paid by progress payment and materials furnished by the City have been delivered and stored as ordered.
4. The titles are transferred for materials purchased by the Department.

Dispose of materials that will not be retained by the Department.

#### **5-1.08A.4 Contract Acceptance after Termination**

The Engineer recommends Contract acceptance after determining completion of:

1. Work ordered to be completed before termination
2. Other work ordered to secure the project before termination
3. Material delivery and title transfer

#### **5-1.08A.5 Payment Adjustment for Termination**

The Contractor's attention is directed to Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications.

### **5-1.09 Claims and Dispute Resolution**

#### **5-1.09A Deletion of State Standard Specifications for Partnering, DRB and Arbitration.**

Section 5-1.09 "PARTNERING" of the Standard Specifications is deleted. Section 5-1.43E



“Alternative Dispute Resolution” of Standard Specifications is deleted. Section 9-1.22 of the Standard Specifications is deleted.

**5-1.09B Addition of Mediator(s) under California Public Contract Code (PCC) §9204.** A mediator, mediators or other facilitated dispute resolution procedure neutrals, as the parties may agree, may be appointed by the City and Contractor. If the parties so agree, a mediator may hear and facilitate more than one claim or dispute. All mediation(s) and other forms of dispute resolution agreed upon by the parties shall be non-binding. All mediation or other dispute proceedings shall be subject to the California Evidence Code on mediation confidentiality. The mediator(s) and/or other dispute resolution neutrals, shall at all times be neutral, free from conflicts of interest, have not represented or been engaged by any party in any capacity in the prior 10 years. Under no circumstances may mediators or dispute resolution neutrals be compelled to testify in any legal proceedings.

**5-1.09C Potential Claims; Claims; Dispute Resolution Requirements.**

The Standard Specifications, the California Public Contract Code (PCC) and the California Government Code, provide procedures and requirements for potential claims, claims and dispute resolution. These procedures and requirements apply throughout the work of the Project. For any one dispute, these procedures and requirements may apply in the following sequence:

1. Provide and RFI or RFI’s pursuant to the Standard Specifications, Section 5-1.42 “Requests for Information”
2. Provide Potential Claims pursuant to the Standard Specifications, Section 5-1.43A, Potential Claims, “General” and the three stages of documentation of potential claims.
  - a. Provide Initial Potential Claim Record pursuant to the Standard Specifications, 5-1.43B “Initial Potential Claim Record” within 5 days of the Engineer’s response to the RFI or within 5 days from the date when a dispute arises due to an act or failure to act by the Engineer.
  - b. Provide Initial Supplemental Claim Record pursuant to the Standard Specifications, 5-1.43C “Supplemental Claim Record” within 15 days of submitting the Initial Potential Claim Record.
  - c. Provide Full and Final Potential Claim Record pursuant to the Standard Specifications, 5-1.43D “Full and Final Potential Claim Record” within 10 days of the completion date of the potentially claimed work.
3. File Claims, Participate in Informal Conferences and Dispute Resolution, per PCC §9204, a full copy of which is attached to these Special Provisions, and incorporated here by this reference. Contractor shall have, at all times, all rights and obligations that apply under PCC §9204. For convenience and not by way of limitation, steps under Section 9204 include:
  - a. Step 1: Contractor Claim and City Response. Contractor may file a §9204 claim, with supporting information, following the requirements of the statute. The City will respond to the §9204 claim within 45 days of receipt. The 45-day period has limited exceptions. (See §9204(c) and (d)(1).)
  - b. Step 2: Informal Conference for Settlement of Disputed Items. In the event of disputed items after Step 1, Contractor may request an informal conference for settlement of the dispute, to occur within 30 days of City’s receipt of Contractor’s written demand therefore; with both Contractor and City to follow statutory requirements for the conference. If disputed items remain after the informal conference, City shall provide the Contractor with a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. (See §9204(d)(2).)

- c. Step 3: Any remaining disputed portion of the §9204 claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation or other mutually agreeable dispute resolution procedure, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the §9204 claim has been identified in writing. Contractor and City to follow all statutory procedures. (See §9204(d)(2).)
4. Follow Procedures and Requirements of Standard Specifications Section 9-1.17 "PAYMENT AFTER CONTRACT ACCEPTANCE", including without limitation, Section 9-1.17C "Proposed Final Estimate" and Section 9-1.17D "Final Payment and Claims" and all subsections thereof. Procedures and requirements at this stage include, without limitation: submission and review of the proposed final estimate; the final estimate; final payment; Identification of potential claim records properly submitted during construction; substantiation of overhead claims; declarations; waiver of claims for non-compliance with contract requirements or procedures; and final determinations of claims.
  5. Government Code Section 910 Claim. In the event contractual and statutory procedures for claim resolution do not succeed, Contractor shall, as a condition precedent to litigation, file a timely and proper Government Code §910 Claim, containing the information required by the Government Code and the specific information identified below. Contractor's attention is directed to the following requirements:
    - a. The Claim must be filed with the City Clerk or other statutory agent for the City Council. Delivery to a member of City staff is insufficient.
    - b. The Claim must identify the specific disputed claim or claims for which Contractor intends to pursue litigation, and the date of completion of statutory and contractual claim procedures that apply to the claim,
    - c. The Claim must identify the persons at the City responsible for administration of the claim(s), the claim resolution procedures, and attach all written decisions thereon.
    - d. The Claim must designate the contact person and contact information for Contractor in the event the City performs further investigations.
    - e. The Claim shall not, however, identify the name of the mediator(s) who administered the required mediations

**5-1.09D Timing; Requirement to Complete Potential Claim Records.** Contractor shall endeavor to exercise rights under §9204 after having complied with Sections 5-1.43A, 5-1.43B., 5-1.43C. and 5-1.43D regarding potential claim records; however, it is not mandatory that Contractor do so.

- a. Contractor may elect to proceed with contract and statutory procedures in parallel. Contractor must, however, perform fully the requirements of contract and statutory procedures. Contractor's attention is directed to the requirements of Standard Specifications Section 9-1.17 "PAYMENT AFTER CONTRACT ACCEPTANCE".
- b. In no event shall Contractor's filing of a §9204 claim be treated as excusing, limiting or constituting satisfaction of the requirements of Sections 5-1.43A, 5-1.43B., 5-1.43C. and 5-1.43D. The §9204 claim procedures are not a substitute for the submitting of an RFI and potential claim records. Nor are the §9204 claim procedures a substitute for compliance with the procedures and requirements of Standard Specifications Section 9-1.17 "PAYMENT AFTER CONTRACT ACCEPTANCE".

**5-1.09E Application of California Government Code §930.2 et seq.** Pursuant to Government Code Section 930.2 *et seq.*, the following requirements of the Standard Specifications shall constitute a claim procedure by agreement and subject to Government Code §930.4.

- a. Sections 5-1.43A, 5-1.43B., 5-1.43C. and 5-1.43D regarding notification and documentation of potential claims; and,
- b. Section 9-1.17 "PAYMENT AFTER CONTRACT ACCEPTANCE", with specific reference to Section 9-1.17C "Proposed Final Estimate" and Section 9-1.17D "Final Payment and Claims" and all subsections thereof.

Contractor's attention is directed to Government Code §930.4 regarding procedures for late claims.

**5-1.09F Application of Public Contract Code §7105(d)(2).** Provide all pricing, documentation and state amounts for potential claims and changed work in conformance with Contract measures, per PCC 7105(d)(2). Pricing of changes, potential claims and claims may not include special, incidental or consequential damages, except for amounts provided explicitly in the Contract (if any) or in cases where such amounts are expressly permitted by statute; all other forms of special, incidental or consequential damages are waived by Contractor,

**5-1.09G Application of California Public Contract Code Section 20104.2. For Claims Less Than \$375,000.** Where Contractor's claims are less than \$375,000 in the aggregate, comply with California Public Contract Code Section 20104.2, a copy of which is attached to these Special Provisions.

**5-1.09H Final Dispute Resolution.** Final dispute resolution shall be in a court of competent jurisdiction, not by arbitration. All references in the Standard Specifications to arbitration are deleted, and substituted in its place are the words "litigation in a court of competent jurisdiction". All references in the Standard Specifications to "Public Contract Code § 10240.2" are deleted and "Government Code §§930.2, 930.4" is substituted in its place.

#### **5-1.10 Partial Payments**

The Contractor's attention directed to Section 9-1.16E "Withholds" of the Standard Specifications regarding Withholds, Progress Withholds, Performance Failure Withholds, Stop Notice Withholds and Penalty Withholds, and the following:

*The Department, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done. **No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.** The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than five (5) calendar days before the agreed upon cut-off date for pay quantity measurement, not including Saturdays, Sundays, and legal holidays, prior to the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.*

*Section 9-1.16F, "Retentions," of the Standard Specifications is deleted.*

*The City shall retain **5 percent** of such estimated value of the work done as part of security for the fulfillment of the contract by the Contractor. However, at any time after 95 percent of the work has been completed, the Department, at its discretion, may reduce the total amount being retained from payment pursuant to the above requirements to not less than 125 percent of the estimated value of said work yet to be completed if the Engineer finds that satisfactory progress is being made, upon written request from the Contractor, and if the reduction has been approved in writing by the surety on the performance bond and the surety on the*

*payment bond. The retention shall be paid in accordance to Section 5-1.16, "Payment after Acceptance," of these Special Provisions.*

*The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.*

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

*Partial payments made after the completion date will not constitute a waiver of liquidated damages.*

#### **5-1.10A Schedule of Values for Lump Sum Bid Items**

The Contractor's attention is directed to Section 9-1.16B, "Schedule of Values" of the Standard Specifications. A schedule of values for all lump sum bid items shall be submitted, when requested.

#### **5-1.11 Payment of Withheld Funds**

Attention is directed to Section 5-1.10, "Partial Payments," of these Special Provisions, and in particular to the retention provisions of that section.

The Contractor may elect to receive 100 percent of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Sections 22300 of the Public Contract Code. All expenses of such substitute deposit shall be borne by the Contractor. Securities eligible for investment under the section shall include those listed in Section 16430 of the California Government Code or certificates of deposit of a bank or savings and loan association. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

Alternatively, upon the Contractor's request, the City will make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities, and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the City, pursuant to the terms in Section 22300 of the public Contract code.

The escrow agreement used pursuant to this Section shall be substantially similar to the "Escrow Agreement for Security Deposits In Lieu of Retention" in Section 22300 of the Public Contract Code, deemed as incorporated herein by reference.

The Contractor shall obtain the written consent of the surety to the agreement.

#### **5-1.12 Cost Reduction Incentive/Value Engineering**

Section 4-1.07, "Value Engineering," of the Standard Specifications is **deleted**.

### **5-1.13 Payment Adjustments for Price Index Fluctuation**

Section 9-1.07, "Payment Adjustments for Price Index Fluctuations" of the Standard Specification is **deleted**.

No payment adjustments for price index fluctuations shall be made for asphalt contained in materials for pavement structural sections, pavement surface treatments such as hot mix asphalt (HMA), , tack coat, asphaltic emulsions, bituminous seals, asphalt binders, modified asphalt binders, or any other material containing asphaltic emulsion that is used in the project.

### **5-1.14 Reserved**

### **5-1.15 Final Inspection and Contract Acceptance**

Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications is amended to read as follows:

*The Contractor shall request Engineer's final inspection, when work is completed. If the Engineer determines that the contract work has been completed in all respects in accordance with the plans and specifications, he or she will prepare a written statement of final quantities of the total amount of work complete under the contract, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment for approval by the Contractor. All prior estimates shall be subject to correction in the statement of final quantities.*

*Upon approval of the statement of final quantities by the Contractor, or if Contractor approval is not received within ten (10) calendar days of receipt of the statement of final quantities, the Engineer will recommend to the Director that the City formally accept the work under the contract as complete. The Engineer will then prepare a final estimate of the total sum due the Contractor based on the statement of final quantities, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract.*

*Approval of the Engineer's estimate of final quantities by the Contractor shall not forfeit the Contractor's right to file claims against the City as provided for in Section 5-1.09, "Claims by Contractor and Arbitration," of these Special Provisions.*

*The Contractor's attention is directed to Section 5-1.43, "Potential Claims and Dispute Resolution," of the Standard Specifications regarding giving the Engineer timely written notice regarding potential claims against the City.*

*Upon formal acceptance by the City, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and he will not be required to perform any further work thereon; and the Contractor shall be relieved of this responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the City, except for injuries or damages arising out of latent defects.*

### **5-1.16 Payment after Acceptance**

Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications is amended to read as follows:

*The City will record the Notice of Completion with the County Recorder within 10 days after formal acceptance by the City and, if no mechanic's lien is recorded within thirty (30) days after the recording of the Notice of Completion with the County Recorder, the City will make a final payment of the entire sum due the Contractor based on the Engineer's final estimate. Such final*

*payment will be made within ten (10) days after the expiration of the aforementioned thirty (30) day period.*

*As a condition to final payment, Contractor shall provide Owner a Conditional Waiver and Release on Final Payment" in the form specified in Civil Code Section 8136, which shall be applicable to the total amount of the final payment. In no event shall final payment, release of Retention to the Contractor, or any inspection or approval in connection therewith, constitute a waiver or release by the City of its rights pursuant to the Agreement relating to any Work that was not performed in strict accordance with the Contract Documents.*

#### **5-1.17 Guarantees**

In addition to any guarantees required by other of the Contract Documents, Contractor shall, and hereby does, guarantee all Work for a period of one year after date of acceptance of the entirety of the Work by City. The Contractor shall, at its sole cost and expense, repair or replace any and all such Work (together with any other Work that may thereby be displaced) as is found to be defective in workmanship and/or materials within a one- year period from date of acceptance, ordinary wear and tear, unusual abuse, and neglect excepted. City will give notice of observed defects with reasonable promptness. Contractor must coordinate the completion of the repairs with the City. This Article shall not be deemed or construed to in any way limit the guarantee of any items for which a longer guarantee is specified or of any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish City all appropriate guarantee or warranty certificates upon completion of the Project.

#### **5-1.18 Removal of Asbestos and Hazardous Substances**

Refer to the "Hazardous Materials Removal Work Plan" by Environova for contract requirements. When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the Technical Specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by change order or separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.07C, "Payment Adjustments," of the Standard Specifications. The Contractor's attention is directed to Section 9-1.11, "Time-Related Overhead," of the Standard Specifications.

#### **5-1.19 Permits, Licenses, Agreements and Certifications**

Procurement of permits and licenses shall conform to the requirements of Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these Special Provisions.

J Number:

The project requires a Job Number (J Number) from Bay Area Air Quality Management District. It is City's understanding that a separate J Number would be required for each address or parcel. Further abatement of any hazardous material encountered would also require an additional or updated J Number. City anticipates applying for the J Number and make that number available to the successful contractor.

In the event, City is unable to get a J Number for each parcel, contractor is requested to submit cost for procuring J Number as a contract bid item. This contract bid item may be deleted should City successfully obtains J Number for each parcel.

**5-1.19A City Permits & Licenses**

The Contractor shall obtain all permits required by the City (building, plumbing, electrical, etc.). The City of Hayward will waive all fees for those permits issued by the City.

The following City permits are required for this project:

Building Demolition Permit

The Contractor and sub-contractors shall obtain and pay all fees for a City of Hayward Business License prior to starting work and shall maintain same at all times during the life of the contract.

**5-1.19B Encroachment Permits**

"None Required."

**5-1.19C Right of Entry**

"None Required."

**5-1.19D Temporary Construction Easements**

"None Required."

**5-1.19E Areas for Contractor's Use**

The City right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes which are not necessary to perform the required work.

The Contractor shall make his own arrangements at his own expense and risk for a staging area for the temporary stockpiling of material, and the City shall not be held liable for damage to or loss of materials or equipment located within these areas. The Contractor will not be allowed to use public streets or City-owned property for such purposes without the written approval of the Engineer.

Prior to using any private property, the Contractor shall submit to the Engineer a written release from the property owner absolving the City of any and all responsibility in connection with the use of such property.

The Contractor's attention is directed to "Indemnification and Insurance Requirements," elsewhere in these Special Provisions.

**5-1.20 Reserved**

**5-1.21 Sound Control Requirements**

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

In accordance with Chapter 4, Article 1, Section 4-1.02 "Unreasonable Noises", of the City of Hayward Municipal Code, the noise level from the Contractor's operations, in or abutting residential areas shall not exceed six (6) dba above the ambient noise level measured at the nearest property line or right of way line before the hour of 7:00 a.m. and after the hour of 7:00 p.m. daily, except Sundays and holidays. On Sundays and holidays, the above restrictions shall apply before the hour of 10:00 a.m. and after the hour of 6:00 p.m. This requirement shall not relieve the Contractor from responsibility for complying with any other noise level regulations.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

The Contractor's attention is also directed to the requirements for contractor's operating hours summarized in Section 5-1.04 "Inspection and Working Hours," of in these Special Provisions.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### **5-1.22 Project Appearance**

The Contractor shall maintain a neat appearance of the work.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### **5-1.23 Nuclear-Free Hayward**

Contractor agrees to comply with the requirement imposed by City Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." Proposal page P-9, "AFFIRMATION OF NON-INVOLVEMENT IN DEVELOPMENT OR PRODUCTION OF NUCLEAR WEAPONS," shall be executed by the Contractor and submitted with the proposal. Failure to execute and submit page P-9 with the proposal may be considered as grounds for rejection of the bid.

#### **5-1.24 Migratory Bird Treaty Act**

The Contractor shall know and comply with the Federal Migratory Bird Treaty Act recommend to verify all USC & Title Codes, Sections (16 U.S.C. 703 et seq.), the Bald Eagle Protection Act of 1940, as amended (16 U.S.C. 668), Title 50 Code of Federal regulations part 10, California Department of Fish and Wildlife? Code Sections 3503, 3513, and 3800, and Federal and California Endangered Species Acts.

Provisions of these regulations provide protection for birds and their parts, including eggs, nests (occupied and unoccupied), and feathers.



The Bald Eagle Protection Act provides for the protection of Bald and Golden eagles by prohibiting the taking of occupied and unoccupied nests, eggs, feathers, or trees in the vicinity of nests. Take is defined as to pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb. Exclusion techniques described later in this section shall not be used for Bald or Golden eagles.

The nesting period for migratory birds is between February 1 and August 31. Areas subject to nesting by birds include, but are not limited to structures, trees, brush, and grassy areas.

The Contractor shall provide the Engineer a separate written notice fifteen (15) calendar days prior to the start of any work during the nesting period. The Contractor shall provide separate updates on the planned work areas every fifteen (15) calendar days between February 1 and August 31.

Tree removal or clearing and grubbing shall not commence in an area until the Contractor receives approval from the Engineer.

The Department will conduct an initial nesting survey prior to the start of construction and will conduct additional nesting surveys during construction, as required.

When work occurs during the nesting period, the Contractor shall remove unoccupied nests, not protected by the Bald Eagle Protection Act, from all affected structures to remain through any portion of the construction period.

The Contractor shall use exclusion techniques, approved by the Engineer, to prevent migratory birds from nesting on the ground, on structures, or in trees, shrubs, or other vegetation within the project limits. Exclusion techniques may include, but are not limited to:

1. Clearing and grubbing areas required by the contract.
2. Tree removal required by the contract.
3. Netting of structures using heavy delta knotless netting, thirteen (13) mm square mesh.
4. Mechanical removal of:
  - a. Nests outside of the nesting period.
  - b. Nests that do not have eggs or young birds present during the nesting period.

The Contractor shall implement the approved exclusion techniques immediately after the approval of the contract, or as directed by the Engineer.

Damaged netting shall be repaired or replaced the same day the damage occurs.

If evidence of bird nesting is discovered or when a bird is injured or killed as a result of construction activity, immediately stop work within three hundred (300) feet of the nest and notify the Engineer. Do not resume work until the Engineer provides written notification that work *may* resume at that location. Further work, actions, or remediation may be prescribed by the Engineer and may include work exclusion zones, modified schedules, or other methods based on the species involved. The Engineer may temporarily suspend work in accordance with Section 8-1.06, "Suspensions," of the Standard Specifications.

The Contractor shall be responsible for penalties assessed on the Contractor or the Department as a result of the Contractor's failure to comply with the applicable provisions of the Federal and State regulations and requirements.

Penalties as used in this section shall include fines, penalties, and damages, whether proposed, assessed, or levied against the Department or the Contractor. Penalties shall also include payments made or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

#### **5-1.25 Archaeological Discoveries**

If archaeological materials, including but not limited to human skeletal material and disarticulated human bone, are discovered at the job site, protect and leave undisturbed and in place archaeological materials in accordance with the following codes and these special provisions:

1. California Public Resources Code, Division 5, Chapter 1.7 § 5097.5
2. California Public Resources Code, Division 5, Chapter 1.75 § 5097.98 and § 5097.99
3. California Administrative Code, CCR Title 14 § 4308
4. California Penal Code, Part 1, Title 14 § 622-1/2
5. California Health and Safety Code, Division 7, Part 1, Chapter 2, § 7050.5

Archaeological materials are the physical remains of past human activity and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological except when showing direct evidence of human use or alteration or when found in direct physical association with archaeological materials as described in these special provisions.

Historic-period archaeological materials include cultural remains beginning with initial European contact in California, but at least fifty (50) years old. Historical archaeological materials include:

1. Trash deposits or clearly defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site
2. Structural remains of stone, brick, concrete, wood, or other building material found above or below ground or
3. Human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods

Prehistoric Native American archaeological materials include:

1. Human skeletal remains or associated burial goods such as beads or ornaments
2. Evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt
3. Evidence of plant processing such as pestles, grinding slabs, or stone bowls
4. Evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors or
5. Remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking

Immediately upon discovery of archaeological materials, stop all work within a 60-foot radius of the archaeological materials and immediately notify the Engineer. Archaeological materials found during construction are the property of the State. Do not resume work within the 60-foot radius of the find until the Engineer gives you written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archeological find or investigation or recovery of archeological materials, you will be compensated for resulting losses and an extension of time will be granted in the same manner as provided for in Section 8-1.07C, "Payment Adjustments," of the Standard Specifications. The Contractor's attention is directed to Section 9-1.11, "Time-Related Overhead," of the Standard Specifications.

The Department may use other forces to investigate and recover archaeological materials from the location of the find. When ordered by the Engineer furnish labor, material, tools and equipment, to secure the location of the find, and assist in the investigation or recovery of archaeological materials and the cost will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

Full compensation for immediately notifying the Engineer upon discovery of archaeological materials and leaving undisturbed and in place archaeological materials discovered on the job site shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefor.

#### **5-1.26 Protection of Work**

Except to the extent of the active negligence, sole negligence or willful misconduct of the City or any of the City Agents, the Contractor shall be responsible for any and all damages to property and injury to persons that occur in connection with the performance of the Work. Subject to the foregoing, all Work shall be performed at the Contractor's sole risk. The Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the City. This section is in addition and not in limitation of other provisions of the Contract.

#### **5-1.27 Provisions Required by Law**

Each and every provision required by law to be set forth in this Contract shall be deemed to have been set forth herein, and this Contract shall be read and enforced as though all such provisions are set forth herein. If, for any reason, any provision required by law is not set forth herein, or is not correctly set forth herein, then, upon request of either Party, the Parties shall amend this Contract to the extent necessary to set forth, or correctly set forth, such provision.

#### **5-1.28. Excavation Deeper Than Four Feet**

In accordance with Public Contract Code Section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, provide written notice to the City of any: (i) 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; (ii) subsurface or latent physical conditions at the Project Site differing from those indicated by information about the Project Site made available to the Contractor prior to when the Contractor submitted its proposal for the Work; or (iii) unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The City shall promptly investigate any such reported condition and, if warranted, shall issue a Change Order to the Contractor for any extra work or cost not covered by this Contract. In the event of any dispute between the City and the Contractor related to any such condition, the Contractor shall continue with the Work and shall not be excused from completing the Work within the Contract Time; however, the Contractor shall retain any and all rights provided either by law or this Contract that pertain to the resolution of disputes and protests between the Parties.

#### **5-1.29 Trench Safety Plan**

Prior to undertaking the excavation of any trench that will or reasonably might be five feet or more in depth, the Contractor must submit to the City, in compliance with Labor Code Section 6705, a detailed plan for protection of workers from collapse or cave-in of the trench ("Trench Safety Plan"). The Trench Safety Plan must be prepared by an appropriately skilled, experienced and licensed

civil or structural engineer, who must certify that the Trench Safety Plan complies with minimum requirements of all applicable Construction Safety Orders of Cal-OSHA. If the Trench Safety Plan varies from the standards established by applicable Construction Safety Orders, the Contractor must obtain Cal-OSHA approval of the Trench Safety Plan. The Contractor shall not commence the excavation of any trench within the scope of this Section until the Contractor has provided (and the City has accepted) the Trench Safety Plan and a copy of the excavator's current and valid Cal-OSHA Construction Activity Permit. Neither anything in this Article nor any review and/or acceptance by the City of any Trench Safety Plan shall be deemed or construed to: (i) impose any tort liability on the City; or (ii) relieve the Contractor from responsibility in connection with the Work for protection of workers and others on, at, or in the vicinity of the Project Site.

#### **5-1.30 Main or Trunk line Utility Facilities**

As between the Parties, the City shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunk-line utility facilities on the Project Site that otherwise would interfere with performance of the Work, if such utilities are not identified in the Contract Documents or otherwise by the City. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the City to provide for removal or relocation of the existing main or trunk line utility facilities. In accordance with section 4215 of the Government Code, if the Contractor, while performing the Work, discovers any existing main or trunk line utility facilities not identified by the City in the Contract Documents, the Contractor shall immediately provide written notice to the City. The City shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the Contract Documents or otherwise by the City with reasonable accuracy, and for equipment on the Project necessarily idled during such work.

#### **5-1.31 Liquidated Damages**

Time is of the essence with respect to this Contract and completion of the Work. The Parties acknowledge and agree that the City will suffer damages if the Contractor does not complete the Work within the Contract Time. Because it is impractical and infeasible to determine the actual amount of damages the City will incur, in accordance with Government Code Section 53069.85, the Contractor shall pay to the City liquidated damages at the rate specified in the Section 7 of the Agreement form for each and every calendar day (or portion thereof, if not a full day) that any of the Work remains uncompleted after the Contract Time has expired ("Liquidated Damages"). Liquidated Damages shall constitute compensation to the City for Contractor's delay or delay caused by its subcontractors, suppliers, et cetera, in completion of the Work and shall not be construed as a penalty or forfeiture of any other right or remedy under this Contract or applicable law. In the event Contractor fails to pay any such Liquidated Damages, the City may deduct such amount(s) from any payments due (or that may become due) to Contractor pursuant to this Contract and/or may be invoiced to the Contractor.

#### **5-1.32 Project Records and Audit**

Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Agreement. If the Contract Amount, as adjusted pursuant to this Agreement, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Agreement. In addition, the City hereby

has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Agreement. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four years from the City Board accepts the Work. However, if any audit is commenced within such four-year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the City notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

## SECTION 6. CITY OF HAYWARD REQUIREMENTS

### Section 6-1. City of Hayward Nondiscriminatory Employment Practices Provision

In the performance of this contract, the Contractor or subcontractor agrees as follows:

**A) NONDISCRIMINATION — GENERAL** - The Contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, sex, age, or disability. The Contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The Contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including, but not limited to, the transfer, promotion, demotion, suspension, layoff or termination, rates of pay and other forms of compensation, and the selection of training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The Contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

#### **B) RECRUITMENT**

1. Non-union employees. - Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The Contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice, in such form and content as shall be furnished or approved by the City, advising said source or employee referrals of its commitments under Chapter 2, Article 7, "Nondiscriminatory Employment Practices by City Contractors" of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

2. Union employees. - Union employees shall be recruited in accordance with applicable labor agreements. The Contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, "Nondiscriminatory Employment Practices by City Contractors" of the Hayward Municipal Code, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor or subcontractor agrees to seek the inclusion in all union agreements to which it is a party, clauses prohibiting discrimination based upon race, color, national origin, religion, sex, age or disability. To the maximum extent consistent with applicable labor agreements, the Contractor or subcontractor will attempt to recruit applicants without regard to race, color, national origin, religion, sex, age, or disability.

**C) EQUAL EMPLOYMENT OPPORTUNITY OFFICER** - The Contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and assign such officer the responsibility and authority to administer and promote an active program to put the Contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

**D) ACCESS TO RECORDS** - The Contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application

forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the fair Employment Practices Commission of the State of California.

**E) COMPLIANCE REVIEW PROCEDURES**

1. The Contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

2. The Contractor or subcontractor shall submit to a formal, thorough review of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager. Each review shall be followed within thirty (30) days by either a written notice to the Contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the Contractor. If the Contractor or subcontractor fails to meet the commitments it has made in executing such statement, the City Manager shall issue a notice of intent to initiate an action against the Contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment provision and the California Fair Employment Practices Act in not less than thirty (30) days of such notice of intent.

**F) VIOLATION** - The City Manager shall deem a finding of willful violation of the Nondiscrimination Employment Practices provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the Contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt of such notice or final judgment, the City Manager shall notify the Contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said Contractor or subcontractor shall be subject to the remedies hereinafter provided.

**G) REMEDIES FOR WILLFUL VIOLATION** - The Contractor or subcontractor agrees that a finding of willful violation of the California Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such Contractor or subcontractor may submit bids. The Contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

The Contractor or subcontractor further agrees that the Contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed \$250 or one percent of the total contract amount, whichever is greater. Such penalty may be deducted from any sums due to the Contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.

Prior to making any determination with respect to reinstatement of a Contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of the City of Hayward for a report and recommendation. The Contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations Commission in its exercise of the

authority here conferred, including, but not limited to, promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

## **Section 6-2. City of Hayward Resource Lists for Labor, Consultants, and Contractors**

### **RESOURCE LIST FOR MINORITY/WOMEN LABOR SOURCES**

Spanish Speaking Citizens Foundation  
1900 Fruitvale Avenue, Suite 2A  
Oakland, CA 94601  
Phone: (510) 261-7839

Vallecitos Center for Employment Training  
597 C Street  
Hayward, CA 94541  
Phone: (510) 537-8400

Bay Area Urban League  
2201 Broadway  
Oakland, CA 94612  
(510) 271-1846

### **RESOURCE LIST FOR CONSULTANTS**

Yemma Consulting Engineers  
P.O. Box 7326  
Oxnard, CA 93031-7326  
(805) 339-9661

Lee Incorporated  
1153 Bordeaux Drive, Suite 103  
Sunnyvale, CA 94089  
(408) 734-2556

Resna Industries, Inc.  
42501 Albrae Street  
Fremont, CA 94538  
(510) 440-3300

### **RESOURCE LIST FOR LOCATING DBE/WBE CONTRACTORS**

The following listing is provided to assist the bidder in locating DBE/WBE contractors for the project.

CALTRANS  
Materials Operation Branch, Publication Distribution Unit,  
1900 Royal Oak Drive,  
Sacramento, CA 95815  
Phone (916) 445-3520  
<http://www.dot.ca.gov/hq/bep/index.htm>

### **RESOURCE LIST FOR LOCATING DBE/WBE CONTRACTORS (Continued)**



Department of General Services  
Office of Small Business Certification & Resource  
1631 I Street, Second Floor  
Sacramento, CA 95814-2016  
Phone: (916) 322-5060  
Fax: (916) 422-7855

The County of Alameda  
Small, Local & Emerging Business Program  
1401 Lakeside Drive  
Oakland, CA 94612  
Phone: (510)-208-9711  
Attn: Linda Moore  
<http://www.co.alameda.ca.us/gsa/sleb/index.shtml>

City and County of San Francisco  
Human Rights Commission  
25 Van Ness Avenue, Suite 800  
San Francisco, CA 94102  
Phone (415) 252-2500

City of Oakland  
250 Frank H. Ogawa Plaza, Suite 3341  
Oakland, CA 94612  
Phone (510) 238-6418  
Fax: (510) 238-3363

Golden Gate Bridge Transportation District  
Diversity Program Office  
P. O. Box 900  
Presidio Station  
San Francisco, CA 94129  
Phone: (415) 257-4536  
Fax: (415) 257-4555

## SECTION 7. RESERVED

## SECTION 8. RESERVED

### SECTION 8-1. MISCELLANEOUS

#### 8-1.05 Hazardous Materials

The Contractor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous waste at the jobsite, including but not limited to the following:

- (1) The Contractor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the City, in advance, the Material Safety Data Sheets for each hazardous material introduced. Where applicable, materials must be labeled in accordance with Section 5194, CCR Title 8, of the California Administrative Code. The Contractor is required to include a Material Safety Data Sheet prepared in accordance with Section 5194 (g) with each shipment of all such materials to the City. No hazardous material will be introduced onto the job site until the City gives written approval for each hazardous material.
- (2) All hazardous materials shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.
- (3) Any hazardous product, waste, or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.
- (4) The Contractor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.
- (5) The Contractor shall not disturb or damage any existing pipe lagging or equipment insulation or other asbestos material on the job site. If any asbestos material is disturbed or damaged, the Contractor shall immediately notify the City, and the situation will be considered an "asbestos release" under State and Federal Regulations. The job will be shut down immediately until all appropriate State and Federal notifications have been completed and all testing completed to determine if any asbestos fibers have been released.
- (6) Violation of any of the above procedures shall be sufficient cause for the City to stop all work. Any expense incurred by the City caused by the work stoppage will be borne by the Contractor. These expenses will include all costs to return the job site and all other areas contaminated by the Contractor to a hazard-free condition.
- (7) The Contractor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanup of any suspected hazardous materials the Contractor used, left on the job site, or dumped down a City drain or sewer, and any damage to property and/or injury to any person.

## SECTION 9. DESCRIPTION OF WORK

The work consists, in general, of

deconstructing, demolishing and removing the structures as indicated in the project descriptions and site plan. All asbestos-containing material and other hazardous materials must be removed prior to demolition as a part of the deconstruction in accordance with the attached "Hazardous Materials Removal Work Plan" by EnviroNova.

All work shall be in conformance with the City of Hayward's General Provisions, the 2010 Standard Specifications of the Department of Transportation and these special provisions and the Work Plan.

A walk through may be held on the date and location specified in the bidder's instructions. Bidders may attend the walk through to bid on this project. The purpose of this meeting is to provide contractors with the opportunity to investigate the site and to answer questions regarding the project plans and specifications. The Contractor shall investigate the site and acquaint himself with the physical conditions of the site which may bear upon site access, handling and storage of tools and equipment, access to utilities, etc. Any failure to properly investigate the conditions of the site shall not relieve the Contractor from the responsibility of estimating the proposed work for his bid. City of Hayward is not responsible for any conclusions or interpretations made by the Contractor based on the information made available by the City of Hayward. Contractor shall be responsible for the removal and proper disposal of all materials left on the site by the previous tenants. Contractor will not be given extra payments above the accepted prices for conditions that can be determined by examining the site and all Contract Documents.

The Contractor shall begin work immediately after receiving the Notice to Proceed for each project site and shall complete the work at all sites within **40 total working days** after the receipt of Notice to Proceed. The Contractor shall pay the City of Hayward the sum of \$500.00 per day, for each calendar days delay in finishing the work more than the number of working days prescribed above.

## SECTION 10. CONSTRUCTION DETAILS

### SECTION 10-1. GENERAL

RESERVED

#### 10-1.01 Cooperation

The Contractor's superintendent shall always be present on the job site whenever work by either the prime or subcontractor is being performed. In the event that the Contractor's superintendent cannot be present, he can designate, in writing to the Engineer prior to his absence, another individual who will be on site with authority to make decisions and act for and on behalf of the Contractor. Failure to have the superintendent, or his designated representative, on site is justification for the Engineer to cease any and/or all work until the superintendent or his representative returns to the job site.

The Engineer will initially notify the following agencies of the work scheduled. The Contractor shall coordinate his operations with the following agencies by contacting each agency and reviewing each day's work schedule before submitting the complete list of streets to be overlaid or to be full depth repaired each day to the Engineer to avoid any possible conflict. Contractor shall adjust his schedule to accommodate these agencies as much as possible:

AGENCY

CONTACT

- |                                       |   |
|---------------------------------------|---|
| 1) Hayward Fire Department            | Chief Garrett Contreras: (510) 583-4945   |
| 2) Hayward Police Department          | Traffic Bureau:<br>(510) 293-7011 During business hours<br>(510) 293-7000 Before/after business hours |
| 3) Waste Management of Alameda County | Dino Fontana: (510) 613-2282  |
| 4) Tri-CED Community Recycling        | Mangee Wong: (510) 471-3850   |

Access for emergency and garbage collection vehicles shall be maintained at all times.

The Contractor shall ensure that the following City departments have updated schedule:

- | <u>AGENCY</u>                   | <u>CONTACT</u>  |
|---------------------------------|---|
| 1) Hayward Police Department    | Traffic Bureau:<br>(510) 293-7011 During business hours<br>(510) 293-7000 Before/after business hours |
| 2) Hayward Maintenance Services | Todd Rullman, Director of Maintenance Services:<br>510-881-7746                                       |

The Contractor's attention is also directed to the requirements for contractor's operating hours summarized in Section 5-1.04 "Inspection," of these Special Provisions.

**10-1.02 Obstructions**

Attention is directed to Sections 5-1.36D, "NonHighway Facilities," and 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Attention is directed to the utilities shown on the plans. Five (5) working days prior to the start of work, the Contractor shall request the utility companies to mark the appropriate location of their facilities.

The Contractor shall notify Underground Services Alert (USA) at (800) 227-2600 or 8-1-1 at least 48 hours prior to any underground excavation work. Streetlight and traffic signal facilities are not marked by USA. The Contractor shall contact the City's Engineering and Transportation Division at (510) 583-4735 to mark any streetlight and/or traffic signal utility lines prior to any underground excavation work. Full compensation for meeting the requirements of this section shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

The following utilities have facilities within the limits of work:

<u>PROVIDER</u>	<u>UTILITY</u>
P.G. & E.	Electrical
P.G. & E.	Gas
AT&T	Telephone
Comcast	Cable TV
City of Hayward or Oro Loma	Sewer
City of Hayward	Water
City of Hayward	Storm Drain
Alameda County	Storm Drain
City of Hayward	Streetlight Related Facilities
City of Hayward	Traffic Related Facilities

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions that shall be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to, telephone ducts, gas lines and underground electrical cables.

Sanitary sewer provider will provide location marking for public sanitary sewer mains when notified by Underground Service Alert (USA), but will not provide location marks for private sanitary sewer laterals. It shall be expected that every property has a private sanitary sewer lateral, and it is the responsibility of the contractor to locate and protect all private sanitary sewer laterals prior to excavation.

The Contractor's attention is directed to the existing gas and water lines shown on the plans. The facilities may not be very deep and laterals to the properties may be encountered. The Contractor shall pothole to verify the location and/or elevation of the laterals prior to excavating in their vicinity. The Contractor shall submit to the Engineer a list of all pothole locations which summarizes the locations and elevation and/or depth of each utility. If any conflicting utilities exist, the Contractor shall immediately notify the Engineer. The Contractor shall also take adequate measures to protect the existing utilities from damage. Full compensation for potholing the existing laterals shall be considered as included in the contract cost paid for Roadway Excavation and no additional compensation will be allowed therefor.

In the event that water services are broken or damaged between the meter and the point of service, the Contractor shall IMMEDIATELY, at his own expense, repair such damage, in a manner satisfactory to the Engineer, in order that the water supply will be interrupted for a minimum period of time. If such interruption is sustained, it shall be the Contractor's responsibility to notify the occupants of the premises to which said services are connected, so that no damage will occur on said premises. Whenever damage is done to water meters, services between the main and said meters, fire hydrants, or other appurtenances, the City Water Department forces shall make such needed repairs, and the cost thereof shall be borne by the Contractor.

In the event that sanitary sewer laterals are broken or damaged between the point of service and the sanitary sewer main, the Contractor shall immediately, at his own expense, repair such damage in a temporary manner satisfactory to the Engineer, in order that service will not be interrupted for a period greater than one hour. When such interruption occurs, it shall be the Contractor's responsibility to notify the occupants of the premises, to which said service is connected so that no damage will occur on said premises and to notify City forces so that permanent repairs may be made.

In the event that streetlight or traffic related facilities are broken or damaged by the Contractor during construction operations, the Contractor shall IMMEDIATELY notify the City's Construction Inspector or contact the City's Engineering and Transportation Division at (510) 583-4735. The Contractor shall be responsible for all costs to replace any broken or damaged traffic related facilities.

City has been working with PG&E in regard to electric & gas disconnect at all eleven (11) parcels. City has formally submitted applications to PG&E for disconnect services in June 2018. Based on latest update from PG&E, electric & gas disconnect work for the parcels have been scheduled for estimating in September-November 2018.

City has been able to successfully get the following disconnected from the parcels – water /sewer utility, comcast television utility, and AT&T telephone utility.

Contractor shall coordinate with City Construction Inspector in regard to utility disconnect matters.

### **10-1.03 Utility Location (Potholing)**

Attention is directed to Sections 7-1.03, "Public Convenience, 7-1.04, "Public Safety," 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

At locations where underground utilities may interfere with excavation of roadway, scarification/compaction of subgrade, cement treatment of subgrade, and installation of storm water inlets/manholes, exploratory excavations by potholing or by other appropriate methods approved by the Engineer shall be conducted to determine the impact of such facilities and to verify the actual location(s) and the size(s) of existing underground utilities and improvements and that there is sufficient cover over the utilities to provide clearance for the cement-treatment process without damage to the existing utility facilities.

Utility location shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the work. If any conflicting utilities exist, the Contractor shall immediately notify the Engineer.

The Contractor shall exercise care during the utility location operation so as not to damage any utilities encountered.

The Contractor shall submit to the Engineer a complete log of all exploratory excavation which summarizes the location(s), the size(s), elevation and/or depth of each utility. The log shall be verified by the City inspector prior to the backfilling of the holes. The records shall be submitted to the Engineer within two (2) working days after the completion of exploratory excavation in each area. The records shall also include dates of the utility location operations and any additional discovered information or pertinent data.

Upon completion of exploratory excavation in each area, and after verification of the logs by the City inspector, the holes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved in utility location, including excavation, locating utilities, reporting, backfill and compaction, as specified in these Special Provisions and as directed by the Engineer, shall be considered as included in contract bid items for various items of work and no additional compensation will be allowed therefor.

### **10-1.04 Dust Control**

Dust control shall conform to the provisions in Section 14-9.03, "Dust Control," of the Standard Specifications and these Special Provisions. Avoid creating excess dust when breaking asphalt or concrete. If water is used for dust control, use as little water as possible.

It is understood that the provisions in Section 14-9.03, "Dust Control," of the Standard Specifications and these Special Provisions will not prevent the Contractor from applying water or dust palliative for his convenience if he so desires; however, the Contractor shall endeavor, whenever possible, to restrict the use of water to control dust for his convenience.

Full compensation for applying water to control dust will be considered as included in the prices paid for various items of work involved and no additional compensation will be allowed therefor.

### **10-1.05 Mobilization**

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications.

Contract price for various items of work shall include all mobilization costs. Mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved with mobilization and no additional compensation will be allowed therefor.

Temporary "No Parking" signs shall be posted per the instructions below:

1. Signs must be posted at no greater than 50 foot intervals at least 72 hours prior to effective time of parking restriction. Signs shall be affixed to a Contractor's barricade avoiding covering any numbers and letters, and shall NOT be affixed to trees, telephone poles, street signs, hydrants, or any other facility not owned by the Contractor.
2. Effective Days, Dates and Hours shall be clearly indicated on each sign posted. Tape shall not be used to revise information on front of signs.
3. Contractor's encroachment permit number or City project number shall be clearly indicated at the bottom of each sign posted.
4. Parking shall not be restricted for periods of time when no work is performed.
5. Upon completion of the project, signs shall be properly disposed of by the Contractor.

Full compensation for furnishing, installing, and maintaining the Construction Area Signs, including Temporary "No Parking" signs, shall be considered as included in the contract lump sum price paid for various items of work and no additional compensation will be allowed therefor.

#### **10-1.06 Maintaining Traffic**

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

The Contractor's attention is also directed to the requirements for Contractor's operating hours summarized in Section 5-1.04 "Inspection and Working Hours," of these Special Provisions.

Traffic control procedures shall be in accordance with Section 12-3, "Temporary Traffic Control Devices," of the Standard Specifications and Section 1.07 of the General Provisions for Purchases of Work and Services.

Safe and convenient pedestrian access shall be provided always. Pedestrian traffic shall be controlled by either directing pedestrians to another route or providing a walkway in accordance with the details shown on the plan entitled, "Pedestrian Control System for Sidewalk Closure", attached, when the demolition or removal work is within 6' of the sidewalk or pedestrian walkway areas. Contractor shall obtain an encroachment permit from the City for any work within the street or sidewalk area.

The sidewalk closure provisions will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions of the General Specifications and these special provisions.

When sidewalk closures are made for work periods only, at the end of each work period, all components of pedestrian control system shall be removed from the sidewalk or walkway areas.

"Flagging Costs," of the Standard Specifications shall be revised to provide that all flagmen, including off-duty police officers, shall be furnished by the Contractor at his expense.

Full compensation for conforming to the above requirements for maintaining traffic, including flagging cost, shall be considered as included in the contract prices paid for the various items of work requiring traffic control and construction area signs, and no additional compensation will be allowed therefor.

#### **10-1.07 Existing Highway Facilities**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

All facilities outside the right-of-way shall be protected. Any damaged facilities shall be restored to their original condition.

#### **10-1.08 Survey Monuments**

Survey monuments shall conform to the provisions in Section 81, "Monuments," of the Standard Specifications.

Survey monument boxes shall conform to City Standard Details, SD-116.

If a monument is damaged by the Contractor, the City will repair it and the Contractor shall be responsible for the cost of replacement as determined by the City.

#### **10-1.09 Water Pollution Control and Storm Drain Pollution Prevention**

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications and these Special Provisions.

Before starting any work and during construction, existing storm water inlets and drain systems within and adjacent to the project limits shall be protected from being damaged, polluted, or plugged with debris resulting from the Contractor's operation on new installation or existing facility modifications.

Full compensation for implementing Water Pollution Control and Storm Drain Pollution Prevention, including furnishing all labor, materials, tools, equipment and incidentals for storm drain protection, as shown on the plans and as herein specified, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

#### **10-1.10 Requirements for Recycling Construction & Demolition Debris**

The Contractor is required to recycle **ALL** construction and demolition (C&D) debris generated as a result of the project. This section provides the information needed to comply with this requirement.

The Contractor shall submit a signed Construction & Demolition Debris Recycling Statement (**Exhibit A**) to the Engineer not less than 5 days prior to beginning any work that will generate C&D debris. The Contractor shall complete and sign the top portion of **Exhibit A** and a copy will then be returned to the applicant for future processing requirements.

By signing the top portion of **Exhibit A**, the Contractor acknowledges that C&D debris may only be hauled using the methods and Authorized Haulers listed on page 2 of **Exhibit A** and the Contractor acknowledges that C&D debris may only be hauled to Authorized Facilities listed on page 2 of **Exhibit A**.

Accumulating clean loads of separated concrete, asphalt, dirt, metals, wood, etc. should be evaluated as the preferred processing method since fees for recycling separated materials are



generally cheaper than recycling loads of mixed C&D debris (e.g. commingled wood, roofing, metals, green waste, etc.). However, space and time constraints may not allow for separating materials and it may be necessary to remove mixed loads of C&D debris.

During the term of the project, the Contractor shall keep a copy of all weigh tags for records. At the end of the project, the Contractor is required to fill out the bottom "Contractor" section of **Exhibit A** and submit, with weigh tags, to the Engineer to document compliance with this requirement. Each weigh tag shall indicate the name of the authorized facility, project name, number, the City of Hayward as the originating city, a description of the material types removed from the project site (expressed as tons or cubic yards), and whether those materials were recycled or landfilled. **Exhibit A** must be filled out based on the weigh tag information and approved by the City's Solid Waste Manager before the Final Construction Report can be written and the retention release process can be started. **Exhibit A** is included at the end of this section.

The contract lump sum price for the Recycling Implementation shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for implementing the above recycling requirements, including the work required to segregate C&D debris, stockpiling, container rental cost and fees required by recycling facilities, as specified in these special provisions and as directed by the Engineer, and no additional compensation will be allowed therefor.

#### **Fees Charged by the Alameda County Waste Management Authority (ACWMA)**

ACWMA has assessed a \$4.34 per-ton fee on all haulers who transport solid waste originating in Alameda County to a landfill, transfer station, recycling center, or composting facility within or outside of Alameda County. Facilities located within Alameda County include this fee in the price charged. By contrast, solid waste originating from Alameda County and delivered to facilities outside Alameda County must be reported and paid by the hauler. If you select facilities located outside Alameda County for this project, you are required to submit the required fees along with a report to ACWMA. A copy of the report shall be submitted to the City's Solid Waste Manager. The report form is available at :

<http://stopwaste.org/resource/form-2009-01a>

#### **More Information About C&D Debris Recycling**

Exhibit A and the City's C&D Recycling Ordinance are available at: [www.Hayward-CA.gov/recycleC-D](http://www.Hayward-CA.gov/recycleC-D)

For questions regarding these requirements, call 510-583-4700 or email [recycling@hayward-ca.gov](mailto:recycling@hayward-ca.gov)

For more information about C&D debris recycling, visit:

<http://www.stopwaste.org/recycling/business/construction-demolition-debris>

#### **10-1.11 Demolition and Removal**

Water for dust control is available from the City of Hayward fire hydrants near the site of the project. The Contractor shall make application to the Hayward Water Department and make payment of the appropriate fee or deposit for a construction water meter. The Contractor shall meter all water taken from the Hayward Water System and pay the current rates for water consumed.

There may be no electricity available on site. The contractor shall be responsible for providing any electricity required for his operations. The contractor shall exercise care around all utility lines as

the lines may not be disconnected. Contractor shall ensure that all utilities have been disconnected prior to starting work.

The Contractor authorizes the City to remove partially demolished structures and/or piles of debris that remain for a period of more than three working days. The City Crew will do the removal work and the cost shall be deducted from monies due or become due to the Contractor. This work may be performed without prior notification to the Contractor.

The City reserves the right to search for buried debris after completion of the demolition operations. If debris is uncovered, the Contractor agrees to pay the City the cost of the exploratory work.

After the removal of all the foundations, septic tanks or any other buried man-made objects, the Contractor shall backfill the excavated holes and depressions with local borrow and /or imported borrow material as defined in Section 19-7.02C "Imported Borrow" and Section 19-7.03B "Local Borrow" of Caltrans 2010 Standard Specifications. The Contractor may elect to use Class II aggregate base or Class II aggregate sub-base in lieu of imported borrow material. The Contractor may also elect to crush on-site concrete material to use as fill provided that such material is free of all hazardous contamination.

Placement and compaction shall be as specified in Section 19-6.03C "Placing and Compacting" of Caltrans 2010 Standard Specifications. The backfilled material shall be compacted in layers not more than 8 (eight) inches in thickness and shall have 85% relative compaction before laying the next layer. The City will subcontract laboratory testing to confirm compaction requirements.

At least 5 working days prior to the commencement of work the Contractor shall submit a certificate of compliance to show that the imported borrow material complies with the Standard Specifications requirements for the intended use, and is free from organic matter, hazardous material or any other unsatisfactory material.

The final grading shall yield a positive drainage grade towards the middle of the property and away from the property lines and in a manner as to eliminate the possibility of freestanding water. The grading slopes shall be free from hikes, holes, depressions or abrupt change in slope, maximum slope shall not exceed 4% at any direction within the property limits unless shown on the plans.

The Contractor shall replace all sidewalk, curb & gutter, driveway, sewer lines, etc. damaged by his operations. Contractor is responsible for notifying, in writing, the City of any known damaged sidewalks, prior to beginning his operations.

The contractor shall take all measures necessary to protect adjacent properties, buildings, trees, shrubs, etc. from damage during his demolition operations. All perimeter landscaping shall remain unless otherwise noted on the attached demolition plan. The Contractor shall submit two copies of digital video discs (DVD format) or video tapes (VHS format) of the jobsite prior to the start of construction for providing a record of existing conditions of adjacent private or public structures. These discs or tapes shall provide a view encompassing the entire project with sufficient clarity and scope that will satisfy the Engineer. Upon acceptance by the Engineer, the discs or tapes shall become the property of the City.

The Contractor shall enclose the job site during demolition with a temporary 6-foot chain link fence. The fence area shall have an access gate with private padlocks. Contractor shall supply padlocks and keys to City.

The City of Hayward assumes no responsibility for any damage of any nature to any of the buildings mentioned herein after the date of posting bid notices.

The Contractor shall not use explosives in the demolition of improvements nor shall he burn any debris.

The remaining drains must be capped with test plugs in a manner which will secure the drains to prevent manual tampering. The sewer lateral must be disconnected and capped at the back of sidewalk. All utility companies have scheduled to disconnect and remove their service lines. The contractor shall coordinate with the utilities to schedule deconstruction operations.

During non-working hours, the Contractor shall place or install barricades or a six-foot chain link fence, around any holes or hazardous areas for public safety.

The Hayward Fire Department may request to schedule a one-day training exercise inside the buildings after hazardous material abatement is completed. To the extent practicable, the Contractor is encouraged to comply with this request before proceeding with the building deconstruction by scheduling one work day for this training unless the delay causes a significant impact to the work schedule.

If, during the clean-up effort, significant quantities of hazardous chemicals or substances that are not identified in the EnviroNova reports are discovered, other than reasonable quantities of common kitchen, bathroom, janitorial and office products, those substances shall be quantified and dealt with as additional work.

#### **10-1.12 Fences & Gates**

All corner, end, gate, and line posts shall be set in concrete. The Contractor is encouraged to visit the site and inventory quantities and types of fences to be installed.

Fences shall be in accordance with Section 80-3, "Chain Link Fences" of the Standard Specifications. Gates shall be in accordance with Section 80-10, "Gates" of the Standard Specifications.

Full compensation for conforming to the above requirements for installation of fence and gate as necessary shall be considered as included in the lumpsum price for fence and gate and no additional compensation will be allowed therefor.

#### **10-1.13 Compensation for Work Not Listed in Bid Sheets**

Full compensation for doing any work that is not listed in the contract bid sheet, including furnishing all labor, materials, tools, equipment, and incidentals for doing the work, as required by the plans, details, notes, shop drawings, Standard Specifications, and these Special Provisions, shall be considered an incidental and as included in the contract prices paid for the various related items of work requiring the work, and no additional compensation will be allowed therefor.

#### **10-1.14 Measurement and Payment**

Full compensation for providing all labor, equipment, supplies and materials necessary to remove and dispose of all hazardous materials, deconstruct, demolish and clear the buildings, the building contents and the sites as indicated on the plans and as specified in these special provisions, shall be considered as included in the lump sum prices paid for Asbestos Abatement and Building Deconstruction for each site and no additional compensation will be allowed therefor.

No additional payment will be made for travel time or subsistence to and from the job site. The Contractor shall include these expenses in his bid price.

### **10-1.15 Adjustment of Work**

The City reserves the right to add or delete streets and/or quantities to the contract after the bid opening. The provisions of 4-1.05, "Changes and Extra Work," of the Standard Specifications shall not apply to any of increased or decreased items of work due to the revised quantities. The time of completion indicated in Section 4, "Beginning of Work, Time of Completion and Liquidated Damages" of these Special Provisions will be increased to allow the time needed for any additional work.

### **10-1.16 Administrative Change Orders**

Markup allowed for subcontractor work specified in paragraph two of Section 9-1.04A, "General," of the Standard Specifications is revised as follows.

All work performed under an Administrative Change Order (ACO) must be authorized by the Engineer's written order. No work in excess of that shown on the plans shall be done without a written change order. The extra work due to changes or deviations in the scope of work will be performed and paid for at the contract unit prices, on a force account basis in conformance with Section 9-1.04, "Force Account," of the Standard Specifications, or by negotiated price. The general contractor's mark-up for ACO work performed by subcontractors shall be limited to 5%.

The ACO form (**Exhibit E**) attached at the end of these Special Provisions shall be used for documenting all ACO. The form and all language noted on it shall be considered as part of the contract documents and shall be binding to the contractor. The contractor's proposed amount and time extension for ACO work shall represent the full and complete compensation for the change order, including any and all schedule changes and delays and/or cost impact that may be created by the ACO work.

Upon mutual execution of an Administrative Change Order by Contractor and the City of Hayward, Contractor is directed to make changes set forth in the ACO form. Contractor agrees that the net change in the contract sum stipulated in the ACO form shall constitute full compensation, as described under payment in the ACO form, for the work required by the Change Order, including revised work schedules or changes to other contract work. Contractor further agrees that the additional contract time allotted (if any) is sufficient, and that there shall be no further time extensions or delay claims resulting from the Change Order.

### **10-1.17 Record Drawings**

At the end of construction, the Contractor shall submit, to the City, a set of redlined, marked-up plans showing work that has been deviated from the plans. Full compensation for preparing the marked-up plans shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

### **10-1.18 Warranties, Guarantees, and Instruction Sheets**

Contractor's workmanship, furnished material, and equipment warranties against defect shall be in conformance to manufacturers' warranties and guarantees furnished for materials used in the work, and instruction sheets and parts lists supplied with materials, shall be delivered to the City Engineer's office prior to acceptance of the project. In addition to guarantees required elsewhere, the Contractor shall and hereby does guarantee all work and materials for a period of one (1) year after the date of final acceptance of the project by the City and shall repair and replace any and all such work defective in labor and/or materials, together with any other work, which may be displaced in so doing, without expense whatsoever to the City, except for ordinary wear and tear and neglect.

In the event the Contractor fails to comply with the provisions of the above mentioned guaranty by commencing repair within fifteen (15) days after being notified in writing and diligently completing said repairs, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.



CITY OF HAYWARD  
 Department of Utilities & Environmental Services  
**CONSTRUCTION & DEMOLITION DEBRIS RECYCLING STATEMENT**

**CONTRACTORS: All materials generated during construction and demolition must be delivered to an authorized facility to maximize recycling. Please read and sign the top half of this form. Contractors are required to submit the lower half of this form before preparing a Final Construction Report. A copy of this form will be attached to your approved plans.**

Project Number: \_\_\_\_\_ Project Address: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Anticipated Start/Completion Dates: \_\_\_\_\_

**Check the boxes and sign below:**

- I understand that debris may only be removed from the project site per the requirements on the back of this form.
- If I use a roll-off container, I understand that it must be from Waste Management of Alameda County.
- I understand that if debris is not hauled by Waste Management of Alameda County<sup>1</sup>, an authorized hauler and facility must be used (see the back of this sheet for requirements).
- I understand that I am required to submit all weigh tags and other receipts indicating tons recycled and landfilled before preparing a Final Construction Report.

**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CONTRACTOR: Prior to preparation of the Final Construction Report, submit all weigh tags and this form documenting tons recycled or landfilled to:**

Mail: Department of Utilities & Environmental Services, Hayward City Hall, 777 B Street, 4th Floor, Hayward, CA 94541  
 Fax: 510-583-3610;  
 Email: recycling@hayward-ca.gov

Contractor Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Number: \_\_\_\_\_ Project Address: \_\_\_\_\_

Vehicle <sup>1</sup>	Material <sup>2</sup>	Tons or Cubic Yards		Name of Facility(s) <sup>3</sup>	Weigh Tags <sup>4</sup> (Y/N)
		Recycled	Landfilled		
	<b>Mixed Debris</b>				
	<b>Separated Recyclable Materials</b> <i>(Asphalt, concrete, bricks, doors, fixtures, cardboard, dirt, unpainted drywall &amp; wood, pallets, scrap metal, plant debris)</i>				
	<b>Garbage</b> <i>(must be less than 5% recyclable material)</i>	N/A		Waste Management of Alameda County	

<sup>1</sup> For "Vehicle", please indicate one of the following: roll-off container, pick-up truck, stake-side truck, or end-dump truck.  
<sup>2</sup> Plant debris must be separated and taken to designated facility, in accordance with the Alameda County Landfill Ban of 2009.  
<sup>3</sup> If you indicated "Roll-Off" in the first column, then you must indicate "**Waste Management of Alameda County**" or "**WMAC**" as the name of the facility.  
<sup>4</sup> Weigh tags must be provided and must indicate City of Hayward as the jurisdiction of origin.

<b>APPROVAL TO SUBMIT FINAL CONSTRUCTION REPORT</b>	
City Staff Initials: _____	Date Approved: _____

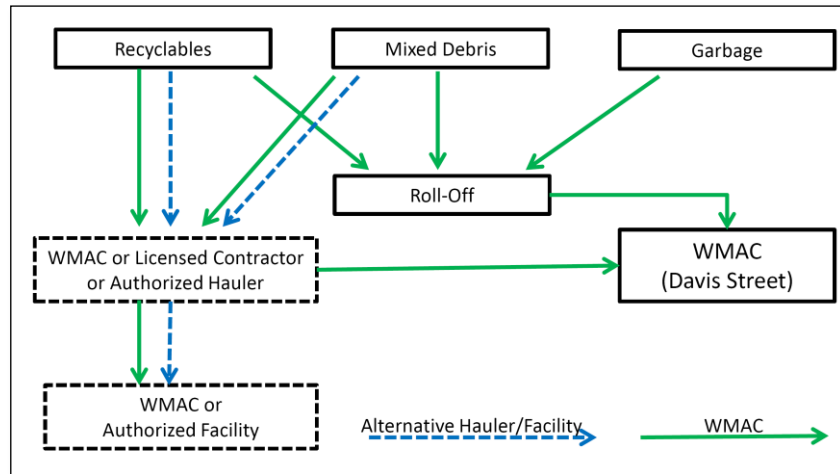


# Construction & Demolition Debris Recycling Requirements

These requirements apply to all projects.

- Debris must be removed either:
  - a. By Waste Management of Alameda County; or
  - b. By a licensed contractor as part of the total service offered by that contractor, or
  - c. By an authorized hauler (see below).
- Debris that is not hauled by WMAC must be loaded onto a fixed body vehicle (e.g. pick-up, stake-side, or end-dump truck) and hauled directly to an authorized facility (see below) for recycling or composting.
- Debris that is not delivered to WMAC’s Davis Street Transfer Station must be hauled to an authorized recycling facility (see below) that holds all applicable permits and can provide weigh tags and other receipts indicating tons recycled and tons landfilled.
- If the load is garbage, it must be delivered to WMAC’s Davis Street Transfer Station at 2615 Davis Street, San Leandro. A load is considered garbage if it contains less than 5% recyclable materials.
  - Recyclable Materials include: concrete, asphalt, brick, rock, gravel, tiles, cardboard, paper, plastic film, scrap metal, clean (untreated and unpainted) wood, unpainted drywall, carpet and soil.
  - Garbage includes: painted wood, painted drywall, and insulation.

## OPTIONS FOR DISPOSAL OF CONSTRUCTION & DEMOLITION DEBRIS:



### Only WMAC is Authorized to Provide Roll-Off (Drop-Box) Service in Hayward:

Waste Management of Alameda County (WMAC): 2615 Davis Street, San Leandro, CA 94577  
(Roll-Off Container Orders: 510-613-8740; Self-Haul Information: 510-638-2303)

### Authorized Haulers and Recycling Facilities for Services other than Roll-Off (Drop-Box):

- Waste Management of Alameda County (WMAC): 2615 Davis Street, San Leandro, CA 94577
- Ferma Corporation: 6655 Smith Ave, Newark, CA 94560; 877-337-6211
- Green Waste Recovery, Inc.: 625 Charles Street, San Jose, CA 95112; 408-283-4804
- Newby Island Landfill: 1601 Dixon Landing Road, San Jose, CA; 408-635-1401
- Sanitary Fill Company: 501 Tunnel Avenue, San Francisco, CA 94134; Gary Foss: 415-330-1400
- SRDC: 475 Seaport Blvd., Redwood City, CA 94063; 650-298-9228
- Zanker Road Material Processing Facility: 675 Los Esteros Road, San Jose, CA 95134; 408-263-2384

**Exhibit B**

**City of Hayward  
Construction & Demolition Debris Recycling Summary Report  
Complete this form with Weight Tags or Receipts at the Conclusion of the Project**

Contractor must submit this form and provide it to the project engineer at the conclusion of every project. Allow 5 days for review. The form shall show diversion of all waste generated as a result of the project. Weight tags are required for all quantities recycled, salvaged, and landfilled. The project name, number, and tonnage or cubic yards shall be shown on all weight tags. Conversion rates for common construction materials and information about complying with the City's contract with Waste Management, Inc. is on the reverse side (page 4) of this Exhibit. A Builder's Guide to Reuse and Recycling is attached to the bid package to assist in completing this form. Please call 510-583-4725 if you have any questions.

<b>Project Name/Number:</b> _____				
<b>Phase/Type of Project Covered by this Statement:</b> <input type="checkbox"/> Demolition <input type="checkbox"/> Construction				
<b>Contact Name:</b> _____ <b>Phone &amp; Fax:</b> _____				
<b>Anticipated start and completion dates:</b> _____				
<b>Please indicate estimated quantities by material, the proposed processing method(s) and the vendor selected.</b>				
Material	Actual Amount (Tons or Yards)			Vendor or Facility Used
	Recycled	Salvaged	Landfilled	
Asphalt/Concrete				
Brick/Masonry/Tile				
Building Materials (doors, windows, cabinets, fixtures)				
Corrugated cardboard				
Dirt/Clean Fill				
Drywall				
Padding – Carpet/Foam				
Scrap Metals				
Unpainted Wood/pallets/Green Waste				
Mixed Construction & Demolition Materials				
Garbage – Painted Wood / Trash	Not Appl.	Not Appl.		
<b>TOTALS</b>				

If no materials were targeted for recycling, reuse or salvage, please state why on the reverse side of this form.

<b>For City use only:</b>	<b>Project No.</b> _____	
	<b>Approved</b> _____	<b>Not Approved</b> _____
	<b>Waived</b> _____	<b>Staff Initials</b> _____
<b>Rev: 3-3-04</b>		

**Conversion Rates  
For Common Construction Materials**

<b>Material</b>	<b>Pounds/ Cubic Yard</b>	<b>Tons Cubic Yard</b>	<b>Cubic Yards/ Ton</b>
Asphalt/Concrete	1400 lbs/cy	0.7 tons/cy	1.4 cy/ton
Corrugated cardboard	100 lbs/cy	0.05 tons/cy	20 cy/ton
Drywall	500 lbs/cy	0.25 tons/cy	4 cy/ton
Mixed Construction & Demolition Materials	350 lbs/cy	0.175 tons/cy	5.7 cy/ton
Wood	300 lbs/cy	0.15 tons/cy	6.7 cy/ton

Source: Resource Efficient Building (1994), Metro Solid Waste Department, Portland, Oregon

**Compliance with City’s Contract with Waste Management, Inc. Required**

In order to comply with the City’s franchise agreement with Waste Management of Alameda County, the Contractor must remove the construction and demolition materials from the site in one of the following ways:

1. The Contractor removes the materials as an incidental part of a total construction, remodeling, or demolition service offered by himself, (rather than as a separately contracted or subcontracted hauling service) using debris boxes or similar containers; or
2. The Contractor removes the materials by directly loading it onto a fixed body vehicle and hauling it directly to a recycling facility that holds all applicable permits.

In addition, loads of mixed recyclables, such as wood, metal, corrugated cardboard and concrete, must not contain more than 5%, by weight, of non-recyclable materials.

**IF NO MATERIALS WERE TARGETED FOR RECYCLING, REUSE, OR SALVAGE, PLEASE STATE WHY HERE:**

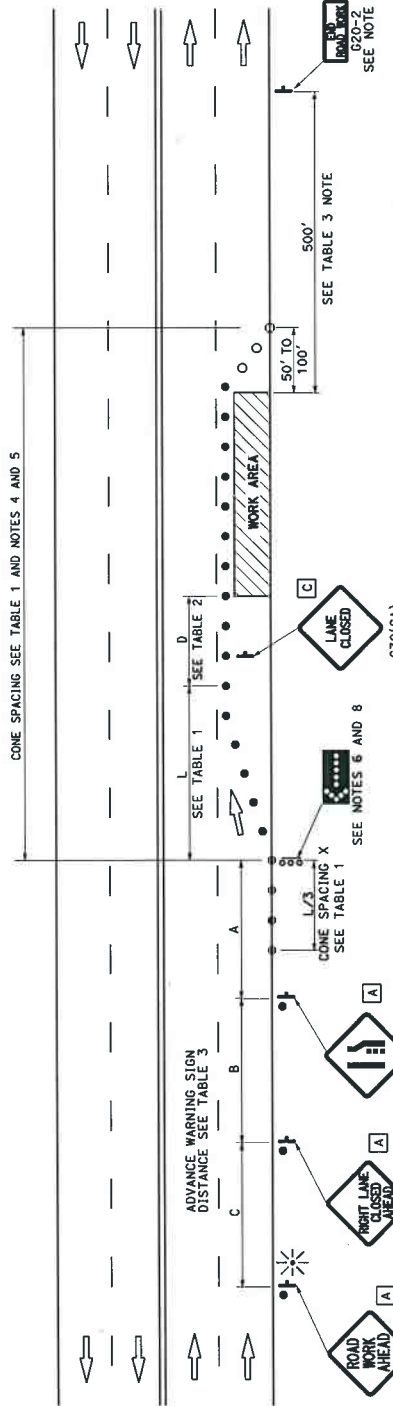


Dist	COUNTY	ROUTE	POST MILE PROJECT	SHEET NO.	TOTAL SHEETS

*Reinder Draft*  
REGISTERED CIVIL ENGINEER

October 30, 2015

THIS IS MY ORIGINAL DATE OF APPROVAL FOR THIS PROJECT. I AM NOT BEING RESPONSIBLE FOR ANY CHANGES MADE TO THIS PLAN SHEET. ANY CHANGES MADE TO THIS PLAN SHEET WILL BE THE RESPONSIBILITY OF THE USER.



TYPICAL LANE CLOSURE

**NOTES:**  
See Standard Plan T9 for tables.  
Use cone spacing X for taper segment, Y for tangent segment or Z for approach curve, per Table 1, unless A, Y, or Z cone spacing is shown on this sheet.  
All temporary warning signs shall have black legend on fluorescent orange background.  
California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

**SIGN PANEL SIZE (Min)**

A	48" x 48"
B	36" x 18"
C	30" x 30"

- LEGEND**
- TRAFFIC CONE
  - TRAFFIC CONE (OPTIONAL TAPER)
  - † TEMPORARY TRAFFIC CONTROL SIGN
  - ◻ FLASHING ARROW SIGN (FAS)
  - ☁ FAS SUPPORT OR TRAILER
  - ✦ PORTABLE FLASHING BEACON

- NOTES:**
- Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
  - A G20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious, or ends within a larger project's limits.
  - If the W20-1 sign would follow within 2000' of a stationary W20-1 or G20-1 "ROAD WORK NEXT MILES" sign, use a C20(CA) sign for the first advance warning sign.
  - All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves).
  - Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
  - Flashing arrow sign shall be either Type I or Type II.
  - For approach speeds over 50 mph, use the "Traffic Control System for Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.
  - A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
  - Place a C30(CA) sign every 2000' throughout length of lane closure.
  - Median lane closures shall conform to the details shown except that C20(CA) and W4-2L signs shall be used.
  - At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closure unless, otherwise directed by the Engineer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM  
FOR LANE CLOSURE ON  
MULTILANE CONVENTIONAL  
HIGHWAYS**

NO SCALE

**T11**

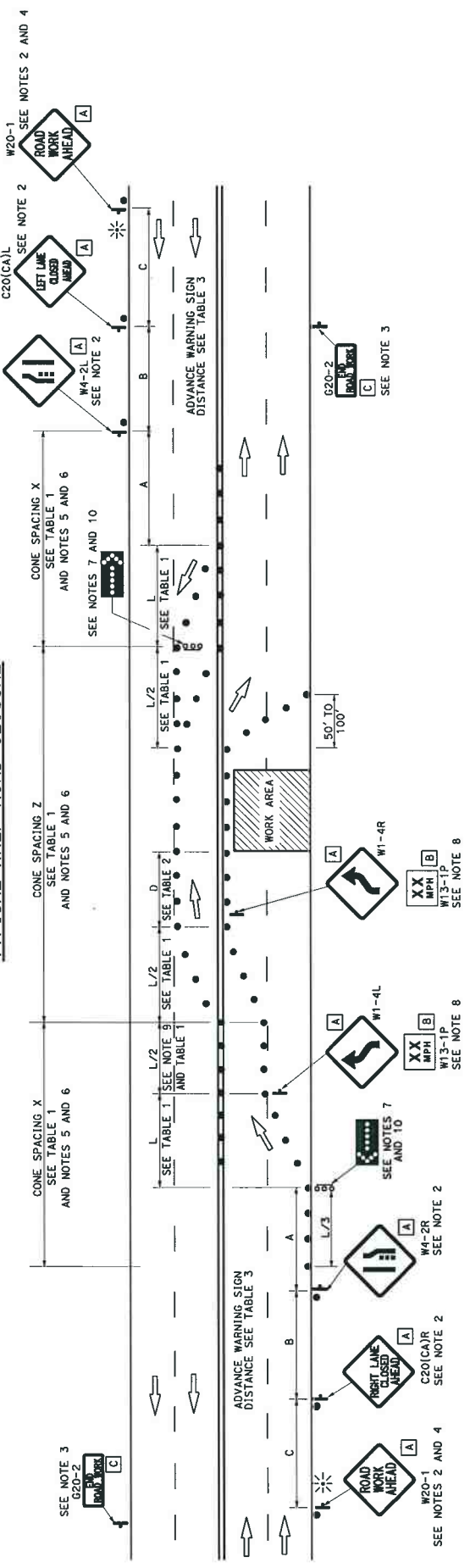
COUNTY ROUTE TOTAL PROJECT SHEET NO. TOTAL SHEETS  
 REGISTERED CIVIL ENGINEER  
 October 30, 2015  
 PLANS APPROVAL DATE  
 THE ACCURACY OF THE INFORMATION ON THESE PLANS IS THE RESPONSIBILITY OF THE USER.  
 THESE PLANS SHALL NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

**NOTES:**  
 See Standard Plan T9 for tables.  
 Use cone spacing X for taper segment, Y for tangent segment, or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.  
 All temporary warning signs shall have black legend on fluorescent orange background.  
 California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

**SIGN PANEL SIZE (Min)**  
 A 48" x 48"  
 B 24" x 24"  
 C 36" x 18"

- LEGEND**
- TRAFFIC CONE
  - TEMPORARY TRAFFIC CONTROL SIGN
  - FLASHING ARROW SIGN (FAS)
  - FAS SUPPORT OR TRAILER
  - PORTABLE FLASHING BEACON

**TYPICAL HALF ROAD CLOSURE**



- NOTES:**
- At least one person shall be assigned to provide traffic control for lane closure unless otherwise directed by the Engineer.
  - Each advance warning sign in each direction shall be placed in the closure. Each sign shall be at least 16' x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
  - A G20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious, or ends within a larger project's limits.
  - If the W20-1 sign would follow within 2000' of a stationing W20-1 or G20-1 "ROAD WORK NEXT" sign, use a C20(CA)R sign for the first advance warning sign.
  - All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves).
  - Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
  - Flashing arrow signs shall be either Type I or Type II.
  - Advisory speed will be determined by the Engineer. The W33-1P Plaque will not be required when advisory speed is more than the posted or maximum speed limit.
  - The tangent (L/2) shall be used.
  - A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**TRAFFIC CONTROL SYSTEM  
 FOR HALF ROAD CLOSURE ON  
 MULTILANE CONVENTIONAL  
 HIGHWAYS AND EXPRESSWAYS**  
 NO SCALE

T12

Return to Table of Contents

POST MILES TOTAL SHEET NO. TOTAL SHEETS

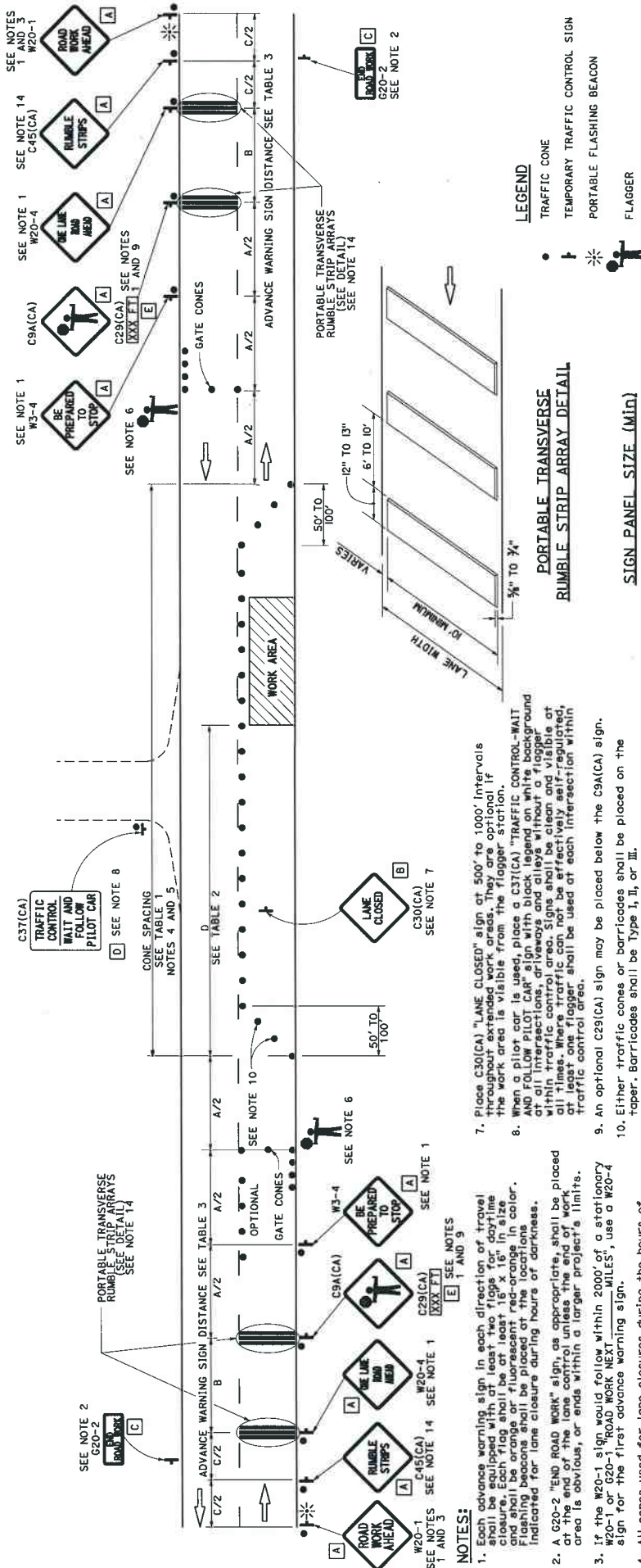
ROUTE PROJECT

**Devinde Singh**  
REGISTERED CIVIL ENGINEER  
No. E-30-11

October 30, 2015  
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS  
DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY  
COPIES OF THIS PLAN SHEET.

**TYPICAL LANE CLOSURE WITH REVERSIBLE CONTROL**



**LEGEND**

- TRAFFIC CONE
- TEMPORARY TRAFFIC CONTROL SIGN
- PORTABLE FLASHING BEACON
- FLAGGER

**PORTABLE TRANSVERSE RUMBLE STRIP ARRAY DETAIL**

LANE WIDTH VARIES

12" TO 13"

6" TO 10"

3/4" TO 1"

**SIGN PANEL SIZE (Min)**

A	48" x 48"
B	30" x 30"
C	36" x 18"
D	36" x 42"
E	20" x 7"

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON TWO LANE CONVENTIONAL HIGHWAYS**

NO SCALE

**T13**

**NOTES:**

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

All temporary warning signs shall have black legend on fluorescent orange background.

California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

**NOTES:**

- Each advance warning sign in each direction of travel shall be placed at the end of the lane closure. Each sign shall be at least 150' x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A G20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane control unless the end of work area is obvious, or ends within a larger project's limits.
- If the W20-1 sign would follow within 200' of a stationary sign for the first advance warning sign.
- All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves).
- Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
- Additional advance flaggers may be required. Flaggers shall be placed at the end of the lane closure, with approaching traffic cones as well as approaching vehicles after the first vehicle has stopped. During the hours of darkness, the flagging station and flagger shall be illuminated and clearly visible to approaching traffic. The illumination footprint of the lighting on the ground shall be placed at the end of the lane closure, with four cones at 50' intervals in advance of flagger station as shown.
- Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals to occupy extended work area. They are optional if the work area is visible from the flagger station.
- When a pilot car is used, place a C37(CA) "TRAFFIC CONTROL-WAIT AND FOLLOW PILOT CAR" sign with black legend on white background at all intersections, driveways and alleys without a flagger within traffic control area. Signs shall be clean and visible at all times. Where traffic can not be effectively self-regulated, traffic control area.
- An optional C29(CA) sign may be placed below the C9A(CA) sign.
- Either traffic cones or barricades shall be placed on the taper. Barricades shall be Type I, II, or III.
- The color of the portable transverse rumble strips shall be black or orange. Use 2 arrays, each array shall consist of 3 rumble strips.
- Portable transverse rumble strips shall not be placed on sharp alignment (skewed) by more than 6 inches, measured from one end to the other, they shall be readjusted to bring the placement back to the original location.
- Portable transverse rumble strips are not required if any one of the following conditions is satisfied:
  - Work duration occupies a location for four hours or less
  - Work is in the shoulder of the highway
  - Work is of emergency nature
  - Work zone is in snow or icy weather conditions

**EXHIBIT D**

**City of Hayward  
Temporary “No Parking” Signs**



Temporary “No Parking” signs shall conform the following requirements, as shown in this Exhibit, and as specified in the special provisions:

- MATERIAL: Poly-coated cardboard
- SIZE: 12” x 18”
- COLOR: Red and White

**EXHIBIT E**  
**CITY OF HAYWARD – DEPT. OF PUBLIC WORKS**  
**ADMINISTRATIVE CHANGE ORDER**

**PROJECT:**

**A.C.O. NO.**

**CONTRACTOR:**

**DATE:**  
**PROJ. No.**

Upon mutual execution of this Change Order by Contractor and the City of Hayward, Contractor is hereby directed to make changes set forth below. Contractor agrees that the net change in the contract sum stipulated below shall constitute full compensation, as described under payment below, for the work required by the Change Order, including revised work schedules or changes to other contract work. Contractor further agrees that the additional contract time allotted (if any) is sufficient, and that there shall be no further time extensions or delay claims resulting from this Change Order.

Description of work to be done, estimate of quantities, and prices to be paid: Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used, and no allowance will be made for idle time.

Change requested by: City of Hayward

**SAMPLE**

Total for this ACO # \_\_\_\_\_ is \$ \_\_\_\_\_.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

By reason of this proposed change,    working days extension of time will be allowed.

**ACCEPTED:**

\_\_\_\_\_  
Name of Contractor (Signature)

\_\_\_\_\_  
Please Print Name of Signature

\_\_\_\_\_  
Date

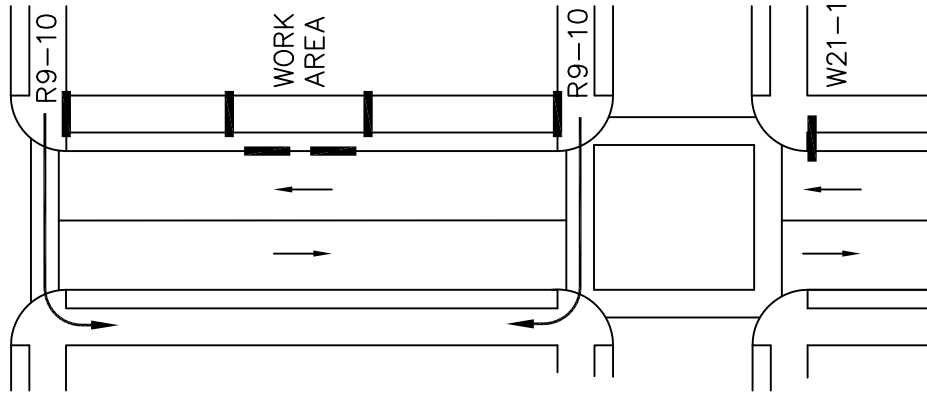
\_\_\_\_\_  
Title

**APPROVED:**

\_\_\_\_\_  
Alex Ameri,  
Interim Director of Public Works

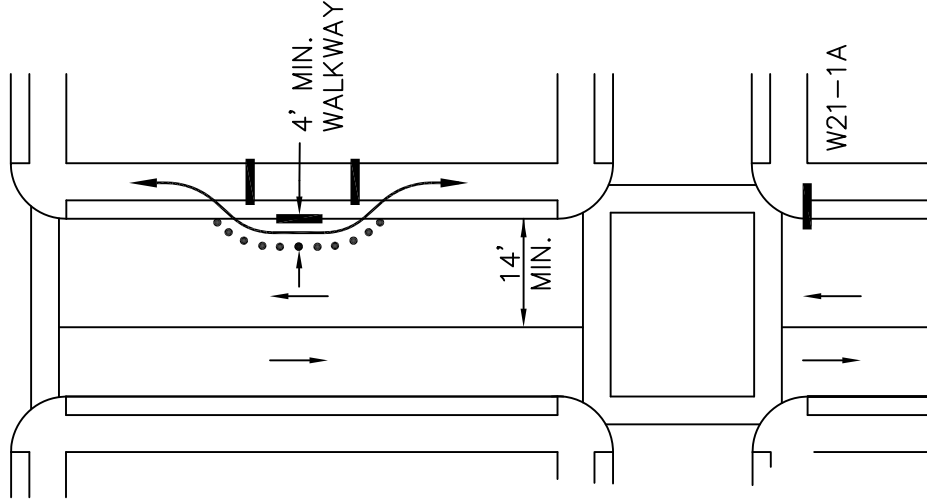
\_\_\_\_\_  
Date

**CASE I**



REDIRECTION

**CASE II**



WALKWAY FRONTING WORK SITE

LEGEND

- PORTABLE TUBULAR DELINEATOR  
3' MIN. HEIGHT
- TYPE II BARRICADE w/FLASHERS
- PEDESTRIAN PATH OF TRAVEL
- VEHICULAR PATH OF TRAVEL

NOTES:

1. VEHICULAR TRAFFIC LANES SHALL BE KEPT CLEAR AT ALL TIMES.
2. CASE II SHALL BE USED ONLY IF WIDTH OF TRAFFIC LANE IS 14' OR WIDER
3. CONTRACTOR TO FURNISH, INSTALL AND MAINTAIN ALL SIGNS, BARRICADES AND DELINEATORS.

**PEDESTRIAN CONTROL SYSTEM FOR SIDEWALK CLOSURE**

NOT TO SCALE

# STOP HUMAN TRAFFICKING!

If you or someone you know is being forced to engage in any activity and cannot leave -- whether it is commercial sex, housework, farm work, construction, factory, retail, or restaurant work, or any other activity - call the **National Human Trafficking Resource Center** at

Si a usted, o a alguien que conoce, lo están forzando a hacer algo y no lo dejan ir -- ya sea sexo por dinero, trabajo de casa, campo agrícola, construcción, fábrica, en una tienda minorista o restaurante, o cualquier otra actividad -- llame al **Centro Nacional de Recursos para la Trata de Personas** al

如果您本人或您认识的人被迫从事任何活动且无法脱身 -- 无论是性交易、家务劳动、农场工作、建筑、工厂、零售、餐馆工作还是任何其他活动 -- 请打电话给全美反人口贩运资源中心，电话号码

# 1-888-373-7888

or the **California Coalition to Abolish Slavery and Trafficking (CAST)** at

**1-888-KEY-2-FRE(EDOM)** or **1-888-539-2373** to access help and services. Victims of slavery and human trafficking are protected under United States and California law.

#### The hotlines are:

- Available 24 hours a day, 7 days a week.
- Toll-free.
- Operated by nonprofit, nongovernmental organizations.
- Anonymous and confidential.
- Accessible in more than 160 languages.
- Able to provide help, referral to services, training, and general information.

o a la **Coalición de California para Abolir la Esclavitud y la Trata de Personas (California Coalition to Abolish Slavery and Trafficking, CAST)** al **1-888-KEY-2-FRE(EDOM)** o **1-888-539-2373** para obtener ayuda y servicios. Las víctimas de esclavitud y trata de personas están protegidas bajo las leyes de California y los Estados Unidos.

#### Las líneas de ayuda:

- Están disponibles las 24 del día, 7 días por semana.
- Son gratis.
- Están operadas por organizaciones no de gobierno y sin fines de lucro.
- Son anónimas y confidenciales.
- Prestan servicio en más de 160 idiomas.
- Pueden brindarle ayuda, remisión a servicios, capacitación e información general.

或打电话给加州废除奴役和人口贩运联盟 (**California Coalition to Abolish Slavery and Trafficking, CAST**)，电话号码

**1-888-KEY-2-FRE(EDOM)** 或 **1-888-539-2373**，获得帮助和服务。

奴役和人口贩运受害者受美国和加州法律的保护。

#### 热线电话：

- 每周七天，每天二十四小时开通；
- 免费；
- 由非营利、非政府组织运营；
- 匿名和保密；
- 可用160多种语言拨打；
- 能够提供帮助、转介服务、培训和一般信息。

For more information:

[BAHC2Freedom.org](http://BAHC2Freedom.org)

## **COMMUNITY WORKFORCE AGREEMENT**

### **WITH THE CITY OF HAYWARD**

This Agreement is made and entered into this 6 day of July, 2017 (“Effective Date”), by and between the City of Hayward (“City”), together with other contractors and/or sub-contractors, who agree to, and shall become parties to this Agreement by signing the “Agreement To Be Bound” (Attachment A), and the Building and Construction Trades Council of Alameda County and its affiliated local unions.

#### **PURPOSE**

The purpose of this Agreement is to promote efficiency of construction operations performed by the City of Hayward and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects covered by this Agreement, while helping to increase training and employment opportunities for graduates of the Hayward Unified School District (“HUSD”) and Hayward residents in the construction trades through local hire, apprenticeship and pre-apprentice programs.

#### **RECITALS**

WHEREAS, the successful completion of the City’s construction projects, as hereinafter defined, is of the utmost importance to the City of Hayward; and

WHEREAS, the interests of the general public, the City, the Unions and Contractor(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on construction work performed for the City of Hayward by the Contractor(s), and further, to encourage close cooperation among the Contractor(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to the Agreement; and

WHEREAS, the Contractor(s) and the Union(s) and the City of Hayward wish to ensure labor peace at the jobsite devoid of any disruption that could jeopardize the schedule and timeliness of the construction process, where both contractors that are signatory to collective bargaining agreements of the Union(s) are supervising employees that are members of the Union(s) and where contractors that are not signatory to collective bargaining agreements are also supervising employees; and



WHEREAS, SB 922, codified as Public Contract Code Section 2500 *et seq.*, authorizes public entities to use, enter into, or require contractors to enter into, project labor agreements for construction projects, provided the agreement includes specified taxpayer protection provisions, which requirements have been incorporated into this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of this Agreement, insofar as a legally binding agreement exists between the Contractor and the affected Union, except to the extent that the provisions of this Agreement are inconsistent with said bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, contracts for construction subject to this Agreement will be awarded in accordance with the applicable provisions of the Charter of the City of Hayward, the California State Public Contract Code, the California Labor Code, and other applicable California law; and

WHEREAS, the City of Hayward has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the projects covered by this Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO AS FOLLOWS:

**ARTICLE 1**  
**DEFINITIONS**

1.1 “Agreement” means this Community Workforce Agreement.

1.2 “Building Trades Council” means the Building and Construction Trades Council of Alameda County, AFL-CIO.

1.3 “City” means the City of Hayward.

1.4 “Completion” means that point at which the City accepts a project at issue by filing a Notice of Completion, or as otherwise provided by applicable state law. It is understood by the parties that portions of the Projects may be completed in phases and Completion of any such phase may occur prior to Completion of the Projects.

1.5 “Contractor(s)” means all contractors and subcontractors at all tiers, any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the City of Hayward or any of its contractors or subcontractors of any tier, with respect to the construction work necessary for any part of the Project,

including construction building material delivery truckers, trucking companies and trucking brokers, who agrees, under contract with the Contractor(s), or a subcontractor of the Contractor(s), to perform on the project, any part or portion of the construction work covered by this Agreement, including the operating of construction equipment, performance of labor and/or installation of materials.

1.6 “Construction Contract(s)” means all of the contract(s) for construction of any Project as that term is hereinafter defined.

1.7 “Council” means the Building and Construction Trades Council of Alameda County.

1.8 “District Graduate” is a Hayward resident who has graduated from a Hayward Unified School District school within the last four years preceding the effective date of this Agreement.

1.9 “New Apprentice” is an apprentice who has been enrolled in a State of California approved apprenticeship program that is a joint labor-management apprentice program for a maximum of two years.

1.10 “Hayward Resident” means any individual who at any time during the Projects’ construction can certify through a utility bill or other similar means acceptable to the parties that the individual resides within the boundaries of the City of Hayward.

1.11 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto (copies of which shall be provided by the Union to the City) and which are listed in Attachment B, and which are incorporated herein by reference.

1.12 “Project” or “Projects” for the purposes of this Agreement mean all construction Projects costing more than one million dollars (\$1,000,000) based on Engineer’s Estimate.

1.13 “Union” or “Unions” means the Building and Construction Trades Council of Alameda County and its affiliated local Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

1.14 “Project Manager” means the person or persons or business entity designated by the City to oversee all phases of design and construction on the Projects.

1.15 “Sole Operator” means a licensed contractor with no employees and exempted by the Contractor’s State License Board from the requirement to carry workers’ compensation insurance. (*See: California Business and Professions Code section 7125.*)

1.16 "Veteran" means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

**ARTICLE 2**  
**SCOPE OF AGREEMENT**

2.1 Parties: This Agreement shall apply and is limited to all Contractors and Subcontractors performing Construction Contracts necessary for the Projects, the City, the Building Trades Council and any labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

2.2 Project Description: This Agreement shall govern the award of all of the Construction Contracts identified by the City as part of the Project. All Projects that are subject to this Agreement shall be identified as covered Projects in the agenda report to the City Council requesting the authorization to solicit bids. The City Council retains the right to exempt projects following meet and confer as an agenda item at the JAC between City staff and the Building Trades Council. The City has the absolute right to combine, change, consolidate, suspend or cancel Construction Contracts(s) or portions of Construction Contract(s) identified as part of the Projects. Once a Construction Contract is completed, it is no longer covered by this Agreement, except when a Contractor is directed to engage in repairs, warranty work or modifications required by its Construction Contract with the City. For the purposes of this Agreement, a Construction Contract shall be considered completed as set forth in Section 1.4 of this Agreement.

2.3 Covered Work:

2.3.1 This Agreement covers, without limitation, all construction Projects with a construction cost estimate of more than one million dollars (\$1,000,000). For these Projects, the Agreement covers all Contractor performed on-site site preparation, on-site surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary and permanent HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, and installation of modular furniture that is covered by the State of California Prevailing Wage determinations. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published. This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, and

operational revisions to systems and/or subsystems performed for the Project after completion unless it is performed by City employees.

2.3.2 The Projects include work necessary for the Projects and/or in temporary yards or areas adjacent to and/or dedicated to the Projects, and at any on-site batch plant(s) constructed solely to supply materials to the Projects. This Agreement covers all on-site fabrication work over which the City or Contractor(s) possesses the right of control (including work done for the Projects in any temporary yard or area established for the Projects). Additionally, it is agreed hereby that off-site work, including fabrication work necessary for the projects defined herein that is covered by a provision of a current Master Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the Effective Date of this Agreement shall be considered covered work under this Agreement.

2.3.3 The furnishing of supplies, equipment or materials that are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material that are directly incorporated into the construction process, as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations. Employers, including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by bid specifications.

2.3.4 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, that the installation of specialty items which may be furnished by the Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; further, provided, however, in limited circumstances requiring special knowledge of the particular item(s), work may be performed by construction persons of the vendor or other companies where necessary to protect a manufacturer's warranty. The issue of whether it is necessary to use construction persons of the vendor or other companies shall be subject to the grievance and arbitration clause of this Agreement. Work subject to manufacturer's warranty shall be discussed during the pre-job conference.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement:

2.4.1 This Agreement is not intended to, and shall not affect or govern the award of public works contracts by the City that are outside the identified scope of work of the Projects. This Agreement is not intended to and shall not govern any construction work that is bid or performed prior to the effective date of this Agreement. This Agreement applies only to Construction Contracts that are awarded by the City, and not third party public agencies, where City funding is utilized.

2.4.2 This Agreement is not intended to, and shall not affect the current or anticipated operation, maintenance, repair, access to or use of any of the City's buildings or facilities, except in those circumstances where the Project satisfies the requirements set forth in Section 1.12.

2.4.3 This Agreement shall not apply to a Contractor or Subcontractor's executives, managerial employees, engineering employees, design employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), and office and clerical employees that are not performing construction work on the project.

2.4.4 This Agreement shall not apply to any work performed on, near or leading to the site of work covered by this Agreement that is undertaken by state, county or other governmental bodies or their contractors; or by public or private utilities or their contractors; or by the City or its contractors for work not part of the scope of the Projects. Furthermore, this Agreement shall not be construed to prohibit or restrict the City or its employees from performing work on or around the Project construction sites or from entering the sites for any purposes deemed necessary or appropriate by the City.

2.4.5 This Agreement shall not apply to the off-site maintenance of leased equipment or the on-site supervision of such work.

2.4.6 Unless otherwise decided by the City, work covered by this Agreement within the following craft jurisdictions shall be based on the terms of various National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles 4, 11, 13 and 14 of this Agreement shall apply to such work.

2.5 Termination, Suspension and/or Delay of Work: It is understood and agreed that the City, at its sole option, may change, terminate, delay and/or suspend any and all portions of the covered work at any time. Furthermore, the City may prohibit some or all work on certain days or during certain hours of the day to comply with applicable codes, laws or regulations, permits or to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of the ongoing Projects' work on the businesses and residents in the neighborhood of the Project sites; and/or require such other operational or schedule changes that may be deemed necessary, in its sole judgment, to effectively maintain the primary purpose of the City's facilities and to remain a good neighbor to the residents and businesses in the area of the Projects. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this section.

**ARTICLE 3**  
**EFFECT OF AGREEMENT**

3.1 By executing this Agreement, the Unions, and the City, and any other signatory to this Agreement, agree to be bound by each and every provision of this Agreement.

3.2 By accepting the award of a Construction Contract for the Projects, whether as contractor or subcontractor at any tier, the Contractor/Subcontractor agrees to be bound by each and every provision of this Agreement.

3.3 This Agreement shall only be binding on the signatory parties hereto their successors and assigns and shall not apply to the parents, affiliates, subsidiaries, lenders, or other ventures of any such party unless performing work within the scope of the Project(s).

3.4 At any time that any Contractor enters into a subcontract with any subcontractor of any tier for the performance of construction or construction trucking work within the scope of this Agreement, the Contractor shall provide a copy of this Agreement, as it may from time to time be modified by the negotiating parties, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of the Agreement prior to the commencement of work.

3.5 Each Contractor and Subcontractor shall evidence their agreement to be bound to this Agreement by executing the Agreement To Be Bound form attached hereto as Attachment A. A copy of the Agreement To Be Bound executed by a Contractor or Subcontractor shall be submitted to the Union(s) prior to both the commencement of work and the pre-job conference. If the Contractor or Subcontractor refuses to execute the Agreement To Be Bound, then such Contractor or Subcontractor shall not be awarded a Construction Contract to perform work on the Projects. A Contractor or Subcontractor who executes the Agreement To Be Bound shall then subsequently be considered a signatory party to this Agreement.

3.6 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.

3.7 Each Contractor(s) shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either seven (7) days of entering such subcontract or before such subcontractor(s) commences work on the Project, whichever occurs first. Such notice shall specify the name, address and the California State License Board license number of the subcontractor(s).

3.8 (a) With regard to any Contractor that is independently signed to any Master Agreement, this Community Workforce Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such Master Agreement, except as specifically set forth in subsection (b) of this Section. Any such subcontracting clause in a Master Agreement shall remain and be fully enforceable between each craft union and its signatory employers, and no provision of this Community Workforce Agreement shall be interpreted and/or applied in any manner that would give this Community Workforce Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory employers under a Master Agreement, except as specifically set forth in subsection (b) of this Section 3.8. To the extent that the provisions of this Agreement are inconsistent with any other provisions contained in a Master Agreement, the provisions of this Agreement shall prevail.

(b) If a craft union (hereafter "Aggrieved Union") believes that an assignment of work on this Project has been made improperly by a contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its Master Agreement, as permitted by subsection (a) of this Section 3.8, the Aggrieved Union may submit a claim under the jurisdictional resolution process contained in Article 12 of this Community Workforce Agreement, and the decision rendered as part of that process shall be enforceable to require the contractor or subcontractor that made the work assignment to assign that work prospectively to the Aggrieved Union. An award made to a craft union under the subcontracting clause of its Master Agreement, as permitted pursuant to Section 3.8(a) of this Article, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Community Workforce Agreement. If the award made under the Master Agreement conflicts with the jurisdictional award, the award of any damages under the former shall be null and void *ab initio*.

3.10 Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor(s) or any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor(s), party to this Agreement.

3.11 It is mutually agreed by the parties that any liability of a Union(s) shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.12 The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor or subcontractor.

3.13 The provisions of this Agreement, including Schedules A's, which are incorporated herein by reference and which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

#### **ARTICLE 4**

##### **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1 During the duration of the Projects, the Union(s) and its members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, wobble, sympathy strike, picketing or other work stoppage or handbilling of any nature whatsoever, for any cause whatsoever (including jurisdictional disputes), and it is expressly agreed that any such action is a violation of this Agreement.

4.1.1 Withholding employees for failure of a Contractor(s) to tender trust fund contributions as required in accordance with Article 15 and/or for failure to meet its weekly payroll is not a violation of this Article 4; however, the Union(s) shall give the affected Contractor(s) and the City written notice five (5) business days prior to the withholding of employees when failure to tender trust fund contributions has occurred.

4.1.2 Expiration of Master Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Projects and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement expires before the Contractor(s) completes the performance of a construction contract and the Union(s) or Contractor(s) gives notice of demands for a new or modified Master Agreement, the Union(s) agrees that it will not strike or withhold labor from the Contractor(s) on said contract for work covered under this Agreement and the Union(s) and the Contractor(s) agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union(s) and Contractor(s). If the Union(s) and Contractor(s) agree to an interim agreement that will apply until a new Master Agreement is reached, then, at the Contractor(s)' option, the Contractor(s) may work under the terms of the interim agreement until a new or modified Master Agreement is reached between the Union(s) and Contractor(s). If the new or modified Master Agreement reached between the Union(s) and Contractor(s) provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor(s) agrees to comply with any retroactive terms of the new or modified Master Agreement to its effective



date which is applicable to employees employed on a project within seven (7) days after its effective date.

4.2 In consideration of the foregoing, the Contractor(s) shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the City's decision to terminate or suspend work on the site or any portion thereof for any reason.

4.3 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge and the procedure of Article 11, if invoked.

4.4 If the City contends that any Union has violated this Article, it will notify in writing (including email) the Secretary-Treasurer/Business Manager/Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article.

4.5 Any party to this Agreement shall institute the following binding arbitration procedure prior to initiating any other action at law or equity when a breach of this Article is alleged to have occurred. In the event a party institutes this procedure, arbitration shall be mandatory.

4.5.1 The party invoking this procedure shall immediately notify Robert Hirsch who the parties agree shall be the permanent Arbitrator under this procedure. Barry Winograd shall serve as the alternate in the event that the permanent Arbitrator is unavailable at any time. If both Arbitrators are unavailable, the City will propose three (3) additional alternate Arbitrators from which the other party in the action will select from those three (3) additional alternates. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegram, email or similar means to the party alleged to be in violation and the involved Contractor(s) and/or Union(s), the Building Trades Council and the City.

4.5.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.

4.5.3 The Arbitrator shall notify the parties by facsimile, telegram, email or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

4.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification,

explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The Arbitrator shall determine compliance with this Article and establish the appropriate sum of damages, which shall not be less than One Thousand Dollars (\$1,000) or more than Ten Thousand Dollars (\$10,000) for each shift, for violations of this Article. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

4.5.5 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Facsimile, telegram or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 4.5.4, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

4.5.6 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.

4.5.7 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne equally by the parties.

4.5.8 The procedures contained in Article 4 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article 4 shall be subject to the grievance and arbitration procedures of Article 9.

4.6 If there is a lockout, strike, sympathy strike, stoppage, slowdown, picketing or action otherwise advising the public that a labor dispute exists or interference with the progress of the Projects, the Parties shall have the right to seek full legal redress in the courts of California, after complying with the emergency arbitration provisions of Article 4.

**ARTICLE 5**  
**PRE-JOB CONFERENCE**

5.1 A mandatory pre-job conference shall be held after the award of the contract and prior to the commencement of each Construction Contract or subcontract. Such conference shall be attended by a representative each from the participating Contractor(s), including all sub-contractors under contract, and Union(s), the Project Manager or any other City representative deemed appropriate by the City. One of the conference topics shall be discussion of work covered under warranty. All efforts will be made to hold the pre-job conference in sufficient time to ensure all parties the ability to properly raise and resolve any issue that may arise out of such meeting, with a goal that such conferences will be held at least fourteen (14) calendar days before the work commences. All meetings shall be held at Hayward City Hall, 777 B Street, Hayward, California 94541, or with mutual agreement of the parties, the meeting may be held at the offices of the Building Trades Council.

**ARTICLE 6**  
**NO DISCRIMINATION**

6.1 The Contractors and Unions agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, disability or any other basis made illegal by law against any person, or applicant for employment on the Projects.

**ARTICLE 7**  
**UNION SECURITY**

7.1 The Contractors recognize the Union(s) as the sole bargaining representative of all construction persons working within the scope of this Agreement.

7.2 All construction persons who are employed by the Contractor(s) shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on the Projects, be responsible for the payment of the applicable monthly working dues, fees, pension-fund type benefits, and any associated fees uniformly required for union membership in the applicable local union that is signatory to this Agreement, but is not required to join union.

7.3 Authorized representatives of the Unions shall have access to the Projects whenever their respective craft work is being performed on the Project.

**ARTICLE 8**  
**REFERRAL**

8.1 Contractor(s) performing construction work on the Projects described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto ("Job Referral System"). Such Job Referral System will be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and nondiscrimination.

8.2 The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with any applicable Master Agreement.

8.3 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.4 In the event that referral facilities maintained by Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period, weekends and holidays excluded, after such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain employees from any source ("Alternative Employees"). Upon hiring Alternative Employees, the Contractor(s) shall immediately notify the appropriate Union(s) of the name and address of the Alternative Employees hired. This provision does not affect core employees as defined below.

8.5 Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft persons, particularly those craft persons residing in Hayward, to fulfill the requirements of the Contractor(s).

8.6 A Sole Operator, as defined in this Agreement under section 1.15, self-performing work on a covered Project shall not be required to request dispatch from the union hall with jurisdiction over the Sole Operator's work. However, if the Sole Operator hires any additional employees subsequent to starting work on a covered Project, the Sole Operator will be treated as the core employee and any subsequent employee(s) will be dispatched from the hiring hall. Before hiring an employee(s) on the Project, the Sole Operator must request permission from the JAC through the Coordinator and provide evidence of compliance with CLSB and Workers Compensation requirements. For purposes of this Agreement, Trucking Sole Operators will be treated as the core employee, but must nevertheless be dispatched from the hiring hall, and will be exempt from trust fund obligations but must pay representational fees. All Sole Operators, including truckers, must sign this Agreement's Letter of Assent prior to starting work on a covered Project.

8.7 In the event that a Contractor has its own core employees, the Contractor may request by name, and the local union will honor, referral of persons who demonstrate the following qualifications:

- (1) Possess any license and/or certifications required by state or federal law for the Project work to be performed; and
- (2) Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years; and
- (3) Were on the Contractor's active payroll for at least sixty (60) days out of the one hundred and eighty (180) calendar days prior to the contract award; and
- (4) Have the ability to perform safely the basic functions of the applicable trade.

8.8 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then thereafter refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor(s) has hired no more than five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work lists(s). For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor(s) signatory to a Master Agreement with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the relevant collective bargaining agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement, as they relate to such Contractor(s). Any exceptions requested to this process must be referred to the JAC for review.

8.9 Subject to the limitations of applicable law, the parties to this Agreement support the development of increased numbers of skilled construction workers who are residents of the City of Hayward, to meet the needs of the Projects and the requirements of the industry generally. To that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures of the Unions, of qualified Hayward Residents as journeymen and apprentices on the Projects and entrance into such apprenticeship and training programs as may be operated by the signatory Unions consistent with the applicable apprenticeship program's state-approved standards.

## **ARTICLE 9**

### **GRIEVANCE PRODEDURE**

9.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. For purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by the Agreement. Such Contractor shall not impose discipline or dismissal on its construction persons covered

by this Agreement without just cause. For purposes of this Agreement, just cause shall have the meaning set forth in the Master Agreement of the craft representing the employee(s) involved in the dispute.

## **ARTICLE 10**

### **JOINT ADMINISTRATIVE COMMITTEE**

10.1 The parties to this Agreement shall establish a five (5) person Joint Administrative Committee. This Committee shall be comprised of two (2) representatives selected by the City; two (2) representatives selected by the Unions; and one (1) industry representative mutually agreed to by the parties. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum of the Joint Administrative Committee shall consist of three members, comprising at least one representative from the City and one representative from the Building Trades Council.

10.2 The Joint Administrative Committee shall meet as required, but not less than once each quarter, to review the implementation of the Agreement and the progress of the Projects. Any question by any party to the Agreement regarding the meaning, interpretation or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Committee for review and recommendation. The Joint Administrative Committee will also have the responsibility of monitoring the provisions in Article 13 Local Hire and Apprentices.

10.3 If there is a request regarding exemptions per Section 2.2, the meet and confer discussion will occur between the City and Building Trades Representatives. If there is no agreement, the exemption would be presented to City Council for decision.

## **ARTICLE 11**

### **GRIEVANCE ARBITRATION PROCEDURE**

11.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 4 Work Stoppages, Strikes, Sympathy Strikes, and Lockouts procedure shall be governed by the following grievance and arbitration procedure. No grievance shall be recognized unless the grieving party provides notice in writing to the signatory party with whom it has a dispute within seven (7) calendar days after becoming aware of the dispute, but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Article may be extended by mutual written agreement of the parties.

11.2 Grievances shall be settled according to the following procedures:

Step 1: Within seven (7) calendar days after the receipt of the written notice of grievance, the necessary parties to the grievance, including but not limited to the Business Representative of the involved Local Union, or the City's authorized representative or his/her designee, or representative of the construction person or the involved Contractor shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within seven (7) calendar days after its referral to Step 1, either involved party may submit it within three (3) calendar days to a Grievance Committee consisting of one (1) person selected by the City and one (1) person selected by the Council, which shall meet within seven (7) calendar days after such referral (or such longer time as mutually agreed upon by all representatives of the Committee), to confer in an attempt to resolve the grievance. Regardless of which party has initiated the grievance proceeding, prior to the meeting of the Grievance Committee, the Union(s) shall notify its International Union(s) Representative(s), which shall advise both parties if it intends on participating in the meeting. The participation by the International Union(s) Representative in this Step 2 meeting shall not delay the time set herein for the meeting, unless otherwise mutually agreed by the parties. A decision of the Grievance Committee shall be final and binding. If the dispute is not resolved with such time (seven (7) calendar days after its referral or such longer time as mutually agreed upon), it may be referred within seven (7) business days by either party to Step 3.

Step 3: In the event that the representatives are unable to resolve the dispute within seven (7) calendar days after its referral to Step 3, the parties shall choose a mutually agreed-upon arbitrator for final and binding arbitration. If the parties cannot mutually agree on the selection of an arbitrator, the arbitrator shall be selected by the alternate striking method from the following list: William Riker, Barry Winograd, The Honorable Laurence Kay, Robert Hirsch and Robert Clark. The order of striking names from the list of arbitrators shall be determined by a coin toss; the winner of such toss shall decide whether to strike first or second. Such striking shall take place within three (3) calendar days. If a party does not respond within three (3) calendar days, any arbitrator from the list is acceptable.

11.3 The Arbitrator shall arrange for a hearing no later than fourteen (14) calendar days after the matter has been submitted to arbitration. A decision shall be given to the parties within five (5) calendar days after completion of the hearing, unless such time is extended by mutual agreement. A written opinion may be requested by a party from the Arbitrator.

11.4 The decision of the Arbitrator shall be binding by all parties. The Arbitrator shall not have authority to change, amend, add or detract from any of the provisions of the Agreement. The expense

of the Arbitrator shall be borne equally by both parties, with each party bearing the cost of their own legal counsel.

11.5 In order to encourage the resolution of disputes and grievances at Step 1 and 2 of the Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

11.6 The time limits specified in any step of the Grievance Procedure set forth in Section 11.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without the request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

11.7 Where an issue is addressed in this Agreement and a Master Agreement, this Agreement shall prevail. Where an issue is addressed in a Master Agreement and not in this Agreement, the Master Agreement shall control. Grievances between a Union(s) and a Union(s)' signatory contractor involving interpretation or application of the Master Agreement shall be governed by the grievance procedures contained in the Master Agreement.

11.8 Any strike, slowdown, picketing, sympathy strike or other form of work stoppage that arises out of a dispute as to the interpretation of the Agreement shall be subject to the procedures set forth in Article 4.

11.9 Should any of the arbitrators listed in section 11.2 or above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

## **ARTICLE 12**

### **JURISDICTIONAL DISPUTES**

12.1 The assignment of Covered Work will be solely the responsibility of the Contractor/Employer(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

12.2 All jurisdictional disputes on this Project between or among the Building and Construction Trades Unions and the Contractors, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Union parties to this Agreement.



12.2.1 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

12.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and the City will be advised in advance of all such conferences. The Primary Contractor shall attend all such meetings and the City may participate if it wishes. Pre-job conferences for different Employers may be held together.

### **ARTICLE 13**

#### **LOCAL HIRE AND APPRENTICES**

13.1 The parties agree to a goal that Hayward Residents, and especially District Graduates, will perform a minimum of thirty (30%) percent of the hours worked on a craft by craft basis on the Projects (the "Local Hire Goal"). The Contractor shall make good faith efforts to reach the Local Hire Goal through the utilization of the Union's hiring hall procedures. The Unions shall make good faith efforts in their recruiting and training of Hayward Resident workers and in their hiring hall procedures to facilitate the Local Hire Goal on the Projects. The parties shall cooperate to establish or support a pre-apprenticeship/internship program for HUSD graduates. If a Contractor fails to meet the Local Hire Goal or demonstrate a good faith effort, there will be a ten (10%) percent contract retention withheld until the Local Hire Goal is remedied. Acceptable remedies include: commitment to employ Hayward residents on non-City projects or acceptance of Hayward residents as new apprentices.

13.2 A Contractor that has employed a Hayward Resident for up to six (6) months preceding the start of the Project for a minimum of at least one hundred (100) hours per month who has the ability to perform safely the basic functions of the applicable trade may receive credit for fifty (50%) percent of those hours towards the Local Hire Goal. A contractor may also receive credit for fifty (50%) percent of the documented hours performed by Hayward Residents on non-City projects, when such hours are concurrent with the Contractor's work on the Project. The maximum total combined credit that can be applied under this section is half of the Local Hire Goal.

13.3 The Contractor is required to hire one Hayward resident as a New Apprentice for the first 1 million dollars (\$1,000,000) of construction costs with one additional apprentice for every \$5 million dollars (\$5,000,000) thereafter (capped at 2 per craft). A minimum of 50% of the applicable Apprentice hours on any project must be worked by the Hayward New Apprentice. Any modifications to these

requirements must be agreed to by the JAC. There shall be no more than two New Apprentices for each craft, and the General Contractor shall be entitled to include New Apprentices hired by their subcontractors to meet this requirement. The City will refer the names of District Graduates and/or Hayward Residents to the Union and Contractors, and the Unions agree to cooperate with the Contractor in furnishing apprentices as requested. The hiring, supervision and compensation of apprentices shall be in accordance with the Apprenticeship Programs in the Master Agreements. The Contractor may deploy the Hayward New Apprentice to work on another concurrent project in order to meet the minimum hours, and those hours will be counted towards the total hours of the craft on the City project. The failure of the City to refer names and/or the Unions to provide those apprentices upon request will relieve the Contractor of this First-Period Apprentice hiring responsibility. The Contractor shall make good faith efforts to hire Apprentices for a minimum of six (6) months or 1,000 labor hours.

13.4 The Council shall facilitate and encourage enrollment of least ten (10) Hayward residents or District Graduates into State approved Labor-Management Apprenticeship programs during each year of the agreement term and facilitate placing them on a job site.

13.5 The Contractor or Subcontractor who hires such Hayward Resident First-Period Apprentices shall be credited with two (2) work hours towards the Local Hire Goal, for each hour worked by the Hayward Resident First-Period Apprentices.

13.6 The intent of the apprentice requirement is to employ new apprentices to the fullest extent permissible by state law and the Master Agreements. The failure of the Contractor and its subcontractors to maintain qualified apprentices on the Project will be subject to Division of Apprenticeship Standards' penalties and further penalties as determined by the Joint Administrative Committee. The Contractors, Unions and the Building Trades Council shall use good faith efforts to retain apprentices employed pursuant to this Agreement and advance those apprentices to journeyman status.

13.7 It shall be the responsibility of the Contractor to report and document compliance with this Article. This shall include, but not be limited to, monthly utilization reports showing all work hours by craft, certified weekly payroll records, and any documentation showing dispatch and referral requests.

13.8 The Contractor may request a negotiated compliance plan if compliance with the requirements of this Article is unreasonable or poses difficulty due to safety. In this case the Contractor will make the request in writing for a meeting with the Joint Administrative Committee prior to the commencement of work. The Joint Administrative Committee will then review this request, and if there is consensus, will approve the negotiated compliance plan, that the Contractor will sign off on. This new document will become the new local hiring requirements that the Contractor will have to meet or risk being in non-compliance.

**ARTICLE 14**  
**MANAGEMENT RIGHTS**

14.1 The Contractor shall retain full and exclusive authority for the management of its operations, including the right to direct its work force in its sole discretion, except as otherwise limited by the terms of this Agreement and/or the Master Agreements. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of construction persons except that the lawful manning provisions of the Master Agreements shall be recognized.

**ARTICLE 15**  
**WAGES/BENEFITS**

15.1 The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts and shall also comply with applicable general prevailing wages, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

15.2 All Contractor(s)/Employer(s) agree to pay contributions to the vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local Unions.

15.3 By signing this Agreement, the Contractor(s)/Employer(s) adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in section 9.1, and which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

15.4 If an employee is discharged or voluntarily terminates, wages due shall be paid in accordance with California State Law.

**ARTICLE 16**  
**MODIFIED MASTER AGREEMENTS**

16.1 Certain Provisions Shall Not Apply. Provisions negotiated into the new or modified Master Agreements that are less favorable to the Contractor than those uniformly required of employers for construction work normally covered by those agreements or that may be construed to apply exclusively or predominately to work covered by this Agreement shall not apply to work covered by this Agreement. Any disagreement between the parties regarding the application of the provisions of any new or modified collective bargaining agreement to work covered by this Agreement shall be resolved under the dispute and grievance arbitration procedures set forth in Article 11 hereof.

**ARTICLE 17**  
**SAVINGS CLAUSE**

17.1 The parties agree that in the event any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will mitigate the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

17.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

**ARTICLE 18**  
**ENTIRE AGREEMENT**

18.1 This Agreement, including the attachments hereto, and the Schedule As incorporated by reference, represents the complete understanding of the parties. The provisions of this Agreement shall apply to the work covered by this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Master Agreement and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

18.2 The parties agree that this Agreement covers matters affecting wages, hours, and other terms and conditions of employment and that during the term of this Agreement the parties will not be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the parties.

18.3 This Agreement may be executed in counterpart, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Facsimile or PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent to original signatures.

**ARTICLE 19**  
**HELMETS TO HARDHATS**

19.1 The parties recognize a desire to facilitate the entry of Veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran’s Employment (“Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

19.2 The Union(s) and Contractor(s) agree to coordinate with the Center to participate in an integrated database of Veterans interested in working on the Projects and of apprenticeship and employment opportunities for the Projects. To the extent permitted by law, the Contractor(s) and Union(s) will give credit to such Veterans for bona fide, provable past experience.

**ARTICLE 20**  
**TERM**

20.1 This Agreement shall be included as a condition of the award of the Construction Contract.

20.2 This Agreement shall continue in full force and effect for a term of three (3) years from the Effective Date and shall be applicable to all Projects until completion that are advertised for bidding during the term.

20.3 This Agreement shall continue in full force and effect until Completion of the Term. The parties may mutually agree to extend and/or amend this Agreement, and will review the Agreement at two years from date of execution for possible extension beyond the initial term. Review of the Agreement may include, but is not necessarily limited to, the following criteria: (1) the impact of the agreement on local jobs and work hours, (2) the administrative costs of implementing the Agreement, and (3) the impact on awarding contracts or subcontracts to City-based businesses as a result of the Agreement.

**ARTICLE 21**  
**COMPLIANCE**

21.1 It shall be the responsibility of the Contractor(s) and Union(s) to investigate and monitor compliance with the provisions of this Agreement contained in Article 15. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

**ARTICLE 22**  
**SUBSTANCE ABUSE PREVENTION**

22.1 The use, sale, transfer and/or possession of a controlled substance during the work day is prohibited. Accordingly, the parties agree to adopt the procedures and safeguards for the testing of employees for prohibited or controlled substances set forth in the Uniform Substance Abuse Prevention Policy, attached as Attachment C hereto (the "Policy"). With respect to testing procedures, the parties agree that:

(i) No person referred from a Union hiring hall or any hiring organization shall be allowed on site as an employee until such person has completed and passed any test required under the applicable Policy; and

(ii) A person who is put to work immediately after having passed the tests shall be paid starting at the time the person reported for the test; and

(iii) Where a contractor requests a person to report for purposes of a pre-hire substance abuse test, and does not intend to place the person in an active work position that day, the person shall receive four (4) hours of pay at the regular straight-time hourly rate if the test is negative.

22.2 Requirements of Substance Abuse policies currently contained within a Master Agreement shall supersede the Policy attached as Attachment C and of the General Contractor policy below.

22.3 If the Substance Abuse policy of the General Contractor meets or exceeds the requirements of the policy in Attachment C, the General Contractor may then use their policy.

City of Hayward

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

Alameda County Building & Construction Trades Council, AFL-CIO

By \_\_\_\_\_ Date \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form and Procedure:

  
\_\_\_\_\_  
City Attorney

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**COMPLIANCE**

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(iii) Where a contractor requests a person to report for purposes of a pre-hire substance abuse test, and does not intend to place the person in an active work position that day, the person shall receive four (4) hours of pay at the regular straight-time hourly rate if the test is negative.

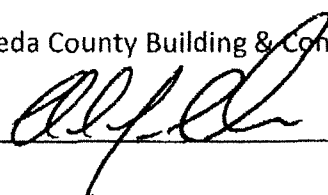
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City of Hayward

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

Alameda County Building & Construction Trades Council, AFL-CIO

By  \_\_\_\_\_ Date 7-13-14



**Asbestos Workers, Local 16**

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

**Auto & Marine Painters, Local 1176**

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

**Boilermakers, Local 549**

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

**Bricklayers & Allied Craftsmen, Local 3**

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

**Carpenters, Local 2236**

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

**Carpenters, Local 713**

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

**Carpet & Lino Layers, Local 12**

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

**Cement Masons, Local 300**

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

**Electrical Workers, Local 595**

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

**Elevator Constructors, Local 8**

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

**Glass Workers, Local 169**

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

**Insulator Workers, Local 16**

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

**Ironworkers, Local 378**

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

**Laborers, Local 67**

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

**Laborers, Local 304**

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

**Laborers, Local 886**

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

**Lathers, Local 68L**

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

**Millwrights, Local 102**

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

**Operating Engineers, Local 3**

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

**Painters, Local 3**

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

**Plasters, Local 66**

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

**Roofers, Local 81**

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

**Sheet Metal Workers, Local 104**

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

**Sign Display, Local 510**

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

**Sprinkler Fitter, Local 483**

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

**Pile Driver, Local 34**

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

**Plumbers & Steamfitters, Local 342**

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

**Teamsters, Local #853**

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

**U.A. Utility/Landscape, Local 355**

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

**District Council #16 Painters  
(Local 1176, 12, 169, 3)**

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

**No. CA Carpenters Regional Council  
(Local 713, 2236, 68L, 102, 34)**

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

**District Council Iron Workers of CA &  
Vicinity Trades \*Only Regional\***

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

**ATTACHMENT A  
AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor ("Contractor") on a City Project ("Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Community Workforce Agreement ("Agreement"), a copy of which was received and is acknowledged, hereby:

Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said Agreement;

Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;

Agrees to secure from any contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Agreement to be bound in form identical to this document;

Contractor agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the construction persons, including Health and Welfare, Pension, Training, Vacation, and/or other direct benefits provided pursuant to the appropriate craft Master Agreement and ratifies and accepts the trustees appointed by the parties to such trust funds, and agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

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

Company Name \_\_\_\_\_

Name of Prime Contractor or Higher Level Subcontractor:

\_\_\_\_\_

Name of Project: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Motor Carrier Permit (CA) #: \_\_\_\_\_

ATTACHMENT B

(List of Master Agreements)

## ATTACHMENT C

### CITY OF HAYWARD COMMUNITY WORKFORCE AGREEMENT UNIFORM SUBSTANCE ABUSE PREVENTION POLICY

This Uniform Substance Abuse Prevention Policy, hereinafter referred to as "Policy," is adopted by the City of Hayward, the Alameda County Building and Construction Trades Council, AFL-CIO, the Unions that become signatories to the Community Workforce Agreement (collectively referred to as "Unions") and the Contractors who agree to be bound by the City of Hayward Community Workforce Agreement (collectively the "parties").

The parties agree and acknowledge that the United States Government may require differing testing and detection standards than those that are contained in this policy for certain projects that will be constructed under the Community Workforce Agreement (the "CWA"). To the degree that these federal policies differ in substance or procedure (including the use of random testing), the parties acknowledge that the federal policies will prevail where required by law or regulation. Violation of any federal policy will result in the same consequences as a violation of this Policy.

#### POLICY

The Contractors and the Unions are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol.

This Policy supersedes any policies negotiated for any other work outside of the Project by Contractors and the Unions that might otherwise apply. Nothing in this Policy is intended to supersede or diminish more restrictive controlled substance or alcohol regulations imposed by federal or state agencies upon specific employee groups or categories of employees who are also covered by this Policy. A summary of this Policy will be provided to all dispatched employees. The full Policy will be made available to any Union representative or to Project employees upon request.

The intention of this Policy is to comply with the City of Hayward CWA's requirement to maintain a drug and alcohol free workplace in order to ensure safe and productive working conditions with due regard for the personal privacy interests of Project employees. It is not the intention of the parties that any Contractor intrude on off-duty activities of Project employees away from the Project site unless those activities have a job-related impact. The circumstances permitting controlled substance and alcohol testing in the Policy have been carefully defined and intentionally restricted. The Substance Abuse Prevention Coordinator will retain oversight over Policy implementation and will monitor test procedures for consistency and policy compliance.

In order to implement this Policy, the following agreements have been reached:

1. No employee may purchase, sell, transfer, furnish, possess, use or be under the influence of illegal drugs or any alcoholic beverage while working on any Project job site in connection with work performed under the CWA, or when using any Contractor vehicle.
2. The proper use of prescription drugs or over-the-counter medication as part of a medical treatment program and consistent with the terms of this Policy is not a violation of this Policy. The improper use of prescription drugs, over-the-counter medication or the use of designer synthetic drugs that alters or affects an individual's motor function or mental capacity is prohibited and is a violation of this Policy. Employees who believe or have been informed that their use of any prescription drug or over-the-counter medication may present a safety risk are to report such use to the Contractor's supervision to ensure the safety of themselves, other employees, and Contractor or Project property or vehicles.
3. Any employee, while employed on the Project, who tests positive for drug or alcohol abuse or who is convicted for selling illegal drugs off the Project will not be permitted to work on the Project and will be subject to discipline up to and including discharge, subject to the provisions of this Policy. Employees engaged in the sale, purchase or use of illegal drugs during the employee's working hours will be subject to immediate termination and removed from the Project and will not be eligible for rehire.
4. Any prospective or dispatched worker who fails the pre-employment testing required pursuant to this Policy will be denied employment and will not be eligible for referral to any Contractor on the Project until a period of not less than sixty (60) calendar days has passed and the applicant has provided a certification of rehabilitation and satisfactory participation in an approved counseling or rehabilitation program, which will be at the employee's expense.
5. Any prospective or dispatched worker/employee who refuses to submit to a properly administered drug or alcohol test will be treated as having tested positive on the test and will be subject to removal from the Project and will not be granted permission for a second drug or alcohol test for a period of ninety (90) days.

#### NOTICE

1. When calling the Union hiring hall for workers, the Contractor shall advise the Union dispatcher that the Contractor will require any dispatched worker to take a pre-employment drug and alcohol test, and that worker(s) will be subject to further testing in accordance with specified circumstances outlined in this Policy.
2. At the commencement of a Contract, the Contractor shall also provide notice in advance of the first dispatch request either by certified mail, by facsimile transmission or by hand delivery.
3. The Contractor shall provide written notice to each employee, attached hereto as Appendix C, of the major provisions of the drug and alcohol testing policy and its consequences.
4. A Contractor that fails to provide notice to the dispatcher shall be liable for two hours show-up pay for any dispatched worker who refuses to take a pre-employment test, and a dispatched worker's

refusal to take the test may not be used in any adverse manner against that worker, except that no dispatched worker will be hired without having taken a pre-employment drug test.

## TERMS/DEFINITIONS

For purposes of this Policy, the following terms/conditions will apply:

### 1. Illegal drugs:

For the purpose of this Policy, the terms “illegal drugs” or “drugs” refer to those drugs listed in Appendix A, except in those circumstances where they are prescribed by a duly licensed health care provider. Appendix A lists the illegal drugs and alcohol and the threshold levels for which an employee/applicant will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration (“SAMHSA”) (formerly the National Institute of Drug Abuse, or “NIDA”) threshold levels, or U.S. Government thresholds where required, in effect at the time of testing. Appendix A will be updated periodically to reflect the SAMHSA or the U.S. Government threshold changes, subject to mutual agreement of the Parties.

### 2. Prescription Drug:

A drug or medication prescribed by a duly licensed health care provider for current use by the person possessing it that is lawfully available for retail purchase only with a prescription.

### 3. Reasonable Cause:

Reasonable cause to test (which test must be conducted pursuant to this Policy’s Identification and Consent Procedures outlined below) an employee for illegal drugs or alcohol will exist when specific, reliable, objective facts and circumstances are sufficient for a prudent person to believe that the employee more probably than not has used a drug or alcohol as evidenced by work performance, behavior or appearance while on the job site. These indicators will be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, and will be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.) If cause results from an observation, the observation must be confirmed by a second member of the Contractor’s supervision and those Contractor representatives will endeavor to consult with the Contractor’s Safety Representative or a job site management representative, one who must be trained in detection of drug use, and whose training will be documented. The specific behavioral, performance on-the-spot physical indicators of being under the influence of drugs or alcohol

on the job will be substantiated in writing by the use of an Incident Report Form (attached as Appendix E).

The following may constitute some of the reasonable cause to believe that an employee is under the influence of drugs or alcohol:

- (a) Incoherent, slurred speech;
- (b) Odor of alcohol on breath;
- (c) Staggering gait, disorientation, or loss of balance;
- (d) Red and watery eyes, if not explained by environmental causes;
- (e) Paranoid or bizarre behavior; or
- (f) Unexplained drowsiness.

#### 4. Post-Accident Testing:

A Contractor will require that an employee who is involved in an accident in the course of job duties resulting in serious damage to property or equipment or injury to him/herself or others as defined below may be tested (which test must be conducted pursuant to this Policy's Identification and Consent Procedures outlined below) for drugs or alcohol where the Contractor Safety Representative or designee concludes that:

- (a) The accident may have resulted from human error or could have been avoided by reasonably alert action; and
- (b) The employer's representative reasonably concluded that the employee(s) to be tested caused or contributed to the following circumstances:
  - (i) An OSHA recordable injury, i.e., medical treatment case, restricted work case or lost workday case;
  - (ii) Damage to equipment, vehicles, structures, or guarding resulting in repair costs that in the judgment of the Contractor will exceed \$2,500.00;
  - (iii) Loss of material containment resulting in an environmental spill notification; or
  - (iv) Any incident resulting in job site shutdown or involving a fatality; and
- (c) A basis exists to believe that the employee was under the influence of a drug or alcohol at the time of the accident.

#### 5. Adulterated, Substituted or Diluted Specimens:

This Substance Abuse Prevention Policy adheres to guidelines established in SAMHSA Public Document 035 dated September 28, 1998, for determining the validity of a specimen. This guideline is consistent with the Department of Transportation (DOT) regulations (49 CFR Part 40 and 382) that permit laboratories to conduct additional tests to determine the validity of a specimen.



An employee/applicant submitting a specimen for which an approved testing laboratory reports the existence of an “adulterant,” “interfering substance” and/or “masking agent” or the sample is identified as a “substituted specimen” will be deemed a violation of the PSA and Policy and will be processed as if the test result were positive. Those employees/applicants for whom the testing laboratory reports an “adulterated,” “interfering substance,” “masking agent” or “substituted” specimen will be prohibited from the Project for not less than ninety (90) calendar days and the employee/applicant shall be required to show certification of rehabilitation of satisfactory participation in a Substance Abuse Prevention Coordinator-approved rehabilitation program, not at the expense of the Contractor or Owner, as a condition of the employee’s return to work at that time.

The guideline issued in PD 035, in the SAMHSA September 28, 1998, memo uses the following reporting protocols:

- (a) Adulterated Specimen: PD 035 includes three definitions for Adulterated:
  - (i) If the nitrite concentration is equal to or greater than 500 mcg/mL.
  - (ii) If the pH is less than or equal to 3, or if it is greater than or equal to 11.
  - (iii) If a foreign substance is present, or if an endogenous substance (one that is normally found in urine) is present at a concentration greater than the normal physiological concentration.
- (b) Substituted Specimen: one that has a creatinine reading of less than or equal to 5mg/dL and a specific gravity less than or equal to 1.001 or greater than or equal to 1.020. These specimens do not exhibit the clinical signs or characteristics associated with normal urine.
- (c) Dilute Test: Protocol covering diluted specimens will follow guidelines established by SAMSHA PD 035 in its memo dated September 28, 1998. Specimens identified by the testing laboratory as dilute will require the employee/applicant to submit to an observed test. Refusal to retest or noncompliance with drug testing procedures will result in the employee/applicant being prohibited from working on the Project for ninety (90) calendar days, and the employee/applicant will be required to successfully complete a Substance Abuse Prevention Coordinator-approved rehabilitation program at his/her own expense as a condition of the employee’s return to work at that time.

A “dilute specimen” is defined as: “one that has creatinine reading less than 20 mg/dL, but greater than 5mg/dL, and a specific gravity less than 1.003 but greater than 1.001.

## 6. Project:

The Project is defined as any construction activity that is undertaken under the terms of the City of Hayward Community Workforce Agreement.

## IDENTIFICATION AND CONSENT PROCEDURE

1. When a prospective employee or dispatched worker arrives at the job site for potential employment, he/she will be shown and sign a copy of the Pre-Employment Substance Abuse Prevention Testing Consent/Waiver Form attached as Appendix D before taking a pre-employment drug or alcohol screening test. An employee who is working on the Project and has submitted to the pre-employment drug and alcohol test and has tested negative may thereafter be required to submit to drug or alcohol testing only if the Contractor has “reasonable cause” to believe that the employee is under the influence of drugs or alcohol in violation of this Policy or in connection with an accident as set out above in this Policy. The Contractor may order urine (or in the case of alcohol, breathalyzer) testing only.
  
2. If a management representative (preferably not in the bargaining unit) makes observations of an employee which may constitute reasonable cause for drug or alcohol testing, the supervisor shall immediately take the following actions:
  - A. Inform the employee that he/she may have a Union Representative present, if reasonably available. The employee will be shown the Substance Abuse Prevention Testing Consent/Waiver Form attached as Appendix B.
  - B. Fill out the Incident Report Form, including a statement of the specific facts constituting reasonable cause to believe that the employee is under the influence of drugs or alcohol, and the name of the person(s) making the supporting observations.
  - C. Provide a completed copy of this Incident Report Form to the employee before he/she is required to be tested (and one copy made available to the Union Representative, if present). After being given a copy of the Incident Report Form, the employee will be allowed enough time to read the entire document, to understand the reasons for the test.
  - D. Provide the employee with an opportunity to provide an explanation of his/her condition, including providing evidence (e.g., doctor’s prescription or note, or prescription container) or existing medical treatment or reaction to a prescribed drug. If available, the Union Representative shall be present during such explanation and will be entitled to confer with the employee before the explanation is required.
  - E. If the Management representative(s), after observing the employee, and hearing any explanation, concludes that there is in fact reasonable cause to believe that the employee is under the influence of drugs or alcohol, the employee may be ordered to submit to a drug and/or alcohol test and will be asked to sign the Consent/Waiver Form attached as Appendix B.
  
3. Failure to follow any of these procedures will result in the elimination of the test results as if no test had been administered; the test results will be destroyed and no discipline shall be imposed against the employee. Refusal of the employee to submit to the test where these procedures have been followed

will be treated as a positive test and subject the employee to discipline including removal from the Project and discharge.

4. Unless there is reason to believe that the person being tested has previously altered a sample or unless there is agreement in writing, an individual will be allowed to provide the required specimen in the privacy of a stall or partitioned area.

5. A worker initially dispatched to a Project job site where this Policy is in effect will be required to submit to testing for illegal drugs or alcohol as defined in the Policy. The testing of such workers must be conducted in compliance with the "Drug Testing Procedures" described in this Policy, and be required of dispatched workers only on the first day of reporting to the initial job site. The urine drug and alcohol testing of these dispatched workers is the only testing allowed under this Policy, other than for "reasonable cause" or in connection with an accident as set out above in this Policy. Notwithstanding this provision, if a rehabilitation program or drug treatment program determines that periodic testing is appropriate or necessary for the employee who has tested positive under this Policy, then that employee will be subject to future urine drug testing as recommended by the rehabilitation program.

Except as set out in the Notice provision above, a worker initially dispatched to such job site who refuses to submit a urine sample for drug/alcohol testing will not be entitled to show-up pay for that day, and will be denied employment on the Project for a period of ninety (90) calendar days. If a worker who has refused a test returns to the same job site within ninety (90) calendar days, and is denied work, that worker will not be entitled to show-up pay. If a worker initially dispatched to the job site refuses to submit a urine sample or to take a breathalyzer test for drug/alcohol testing, and that worker is denied employment for ninety (90) calendar days this action will not be grievable under the CWA. If the worker tests negative for drugs and alcohol, he/she will not be drug tested again while employed by the Contractor at any job site except for reasonable cause or post-accident as described in this Policy.

6. If the Contractor has reasonable cause to believe an employee is under the influence of drugs or alcohol, or requires a post accident drug or alcohol test, as set forth in this Policy, and the employee refuses to submit to a drug test, the refusal shall be treated as a positive test result and the employee/applicant shall be subject to discipline, including removal from the Project and discharge.

7. The following rules control the pay for dispatched workers tested on the first day of their employment:

- A. A dispatched worker who is put to work immediately after having passed the test shall be paid starting at the time the worker reported for the test(s).
- B. Where a contractor requests a dispatched worker to report for purposes of a pre-hire substance abuse test, and does not intend to place the worker in an active work position

on that day, the worker shall receive four (4) hours of pay at the regular straight-time hourly rate if the test is negative.

- C. If the dispatched worker is not allowed to work until the results of the drug test are received, and the test results are positive, the dispatched worker is not entitled to any form of pay (including show-up pay).
- D. If the dispatched worker is put to work, that dispatched worker is entitled to pay and benefits under the CWA for all hours worked, regardless of the results of the drug test.
- E. Where a Contractor fails to provide notice, pursuant to this Policy, to the Union hiring hall that the job site is a drug and alcohol testing site, a dispatched worker who refuses to take the pre-employment test will be paid two hours show-up pay, except that no dispatched worker will be hired without having taken a pre-employment drug test.

### **DRUG TESTING PROCEDURES**

1. The testing shall be done at a certified laboratory located in California. The parties retain the right to inspect the laboratory to determine conformity with the standards described in this Policy. The laboratory will only test for alcohol and the illegal drugs listed in the Definition Section of this Policy and Appendix A. All testing will be at the Contractor's expense.

Testing procedures, including controlled substance to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines For Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Controlled substance tests shall be conducted only by laboratories licensed and approved by SAMHSA which comply with the American Occupational Medical Association (AOMA) ethical standards. Controlled substance tests shall be by urinalysis and shall consist of two procedures, a screen test (EMIT or equivalent) and if that is positive, a confirmation test (GC/MS). Alcohol test shall be by breathalyzer. Any test revealing a blood/alcohol level equal to or greater than 0.08 percent, or the established California State standard for non-commercial motor vehicle operations, or when operating a moving vehicle or crane any test revealing a blood/alcohol level equal to or greater than 0.04 percent, or the established California State standard for commercial motor vehicle operations, shall be positive and will be conducted under procedures consistent with California state law.

An employee/applicant presenting himself/herself at a Substance Abuse Prevention Coordinator-approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until he/she has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee/applicant being classified as “refusing to test” and

being prohibited from working on the Project for a minimum of ninety (90) calendar days from the date of the scheduled test.

At the time the urine specimens are collected two (2) separate samples shall be placed in separate sealed containers. One (1) of the samples collected in a separate container shall be kept refrigerated at the site where the sample is given. Upon request, this second sample shall be made available to the employee for testing by a certified laboratory selected by the employee at the employee's expense.

2. The specific required procedure is as follows:
  - A. Urine will be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container that must remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.
  - B. Immediately after the specimen is collected, it will be divided into two (2) urine bottles which, in the presence of the employee, will be labeled and then initialed by the employee and witness. If the sample must be collected at a site other than the drug and/or alcohol-testing laboratory, the specimens must then be placed in a transportation container. The container shall be sealed in the employer's presence and the employee must be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
  - C. A chain of possession form must be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
3. The initial test of all urine specimens will utilize immunoassay techniques. All specimens identified as positive in the initial screen must be confirmed utilizing gas chromatography/mass spectrometry (GC/MS) technique that identifies at least three (3) ions. In order to be considered "positive" for reporting by the laboratory to the employer, both samples must be tested separately in separate batches and must also show positive results on the GC/MS confirmatory test.
4. All positive drug, alcohol or adulterant test results must be reported to a Medical Review Officer (MRO) appointed by the designated laboratory. The MRO shall review the test results and disclosure made by the employee/dispatched worker and shall attempt to interview the employee/dispatched worker to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive. The MRO shall make good faith efforts to contact the employee/dispatched worker, but failing to make contact within two (2) working days, may deem the employee/dispatched worker's result a "lab positive." After the issuance of a "lab positive," the employee/dispatched worker will be barred

from the Project until the employee/dispatched worker makes contact with the MRO and the MRO sends the Substance Abuse Prevention Coordinator a written confirmation of the negative result.

5. If the testing procedures confirm a positive result, as described above, the employee/dispatched worker and the Substance Abuse Prevention Coordinator will be notified of the results in writing by the MRO, including the specific quantities. If requested by the employee or the Union (within the written consent of the member), the laboratory will provide copies of all laboratory reports, forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures.
6. In the event of a positive drug or alcohol test, an automatic confirmation test will be performed on the original specimen by the testing laboratory at no cost to the employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the request of the employee at his/her expense. Re-tests may be conducted by the same or any other approved laboratory. The laboratory shall endeavor to notify the MRO of positive drug, alcohol or adulterant test results within five (5) working days after receipt of the specimen. The employee may request a re-test within five (5) working days from notice of a positive test result by the MRO. Costs of re-tests will be paid in advance by the requesting party.
7. The Substance Abuse Prevention Coordinator shall ensure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
8. All information from an employee's or dispatched worker's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or dispatched worker. The results of a positive drug test shall not be released until the results are confirmed.
9. Every effort will be made to ensure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in any disciplinary procedure, and those persons will be identified in writing at the time of the procedure.

No laboratory or medical test results will appear in the employee's Personnel File. Information of this nature will be kept in a separate confidential file.

All necessary measures shall be taken to keep the fact and the results of the test confidential.

**CONSEQUENCES FOR VIOLATING  
THE RULES AND PROVISIONS OF THIS POLICY**

1. Prospective or dispatched workers: Dispatched workers who test positive to the pre-employment drug and alcohol test conducted pursuant to this Policy will be denied employment by the Contractor until the test is confirmed to the dispatched worker in writing. Dispatched workers will be informed in writing if they are rejected on the basis of a confirmed positive drug test result. A dispatched worker may utilize the CWA grievance procedure to challenge the validity of a positive test result.
  
2. Employees: If the initial results of a drug or alcohol test administered by the Contractor show that the employee was under the influence of drugs or alcohol while on duty, the employee will be removed from the Project until the test results have been confirmed by the procedures contained in this Policy.
  - (a) If the final test is negative, the employee will be reinstated with full back pay for lost time.
  
  - (b) If the initial positive test result is confirmed, the employee will be barred from the Project effective the date and time of the collection of the test specimen. The employee is subject to termination, subject to the provisions of the section below.
  
  - (c) Discipline imposed for a first positive test for an employee subjected to reasonable-cause testing, or subject to post-accident testing when in fact drugs or alcohol played no role in the accident, and any grievance filed in response thereto, will be held in abeyance pending voluntary participation by the employee in a Substance Abuse Prevention Coordinator-approved treatment program during an unpaid leave of absence.
  
  - (d) The employee may return to work if work is available after a certificate of either rehabilitation or satisfactory participation in the program. If the program determines that periodic testing is appropriate or necessary, the employee will be subject to future urine drug or alcohol testing, even on a random basis.
  
  - (e) If the employee successfully completes or participates in such a program or is not disciplined for substance use, possession or being under the influence of drugs or alcohol for twenty-four (24) months following the initial confirmed positive test, the discipline shall be revoked.
  
  - (f) A second positive test will result in the imposition of discipline, including termination and removal from the Project and the lifting of any suspension regarding discipline imposed for a first test less than twenty-four (24) months preceding the date of the second positive test.

## **NOTICE AND CONSENT/WAIVER FORMS**

Employees must execute a written consent and waiver to submit to the drug and alcohol tests and for the testing laboratory to release the report of test results to the Contractor. The individual to be tested will sign the form attached as Appendix D at the time of submitting to a pre-employment test and the form attached as Appendix B for any subsequent test. Signing the Content/Waiver Form will not waive any individual rights available to the employee under federal or state law. The employee must also sign at the time of employment the Notice Form, attached as Appendix C, describing the employee's obligations under this Uniform Substance Abuse Prevention Policy.

## **SUBSTANCE ABUSE PREVENTION COORDINATOR**

The City will designate a Substance Abuse Prevention Coordinator from candidates nominated by the parties to the CWA to monitor compliance with this Policy and to provide assistance to Project employees with questions concerning drugs or alcohol test procedures, availability of approved counseling or rehabilitation or any other drug or alcohol matters. All inquiries to the Coordinator will be confidential. The parties are eager to help employees with drug and alcohol problems. The Coordinator will be prepared to assist employees in discussing insurance coverage and locating available counseling, rehabilitation and community resources.

## **SUPERVISOR TRAINING**

The Contractor shall develop and implement a program of training to assist management representatives and stewards in identifying factors which constitute reasonable cause for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of the Policy.

## **EMPLOYEE VOLUNTARY SELF-HELP PROGRAM**

An employee who engages in drug/alcohol abuse is encouraged to participate in an Employee Voluntary Self-Help Program. Employees who seek voluntary assistance for alcohol and/or substance abuse not arising out of or in connection with the occurrence of any testing incident or related disciplinary action may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Such Voluntary Self-Help Program will not be at the expense of the Contractor. An Employee Self-Help Program Counselor shall not disclose information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.



The Contractor shall offer an employee affected by alcohol or drug dependency an unpaid medical leave of absence, for the purpose of enrolling and participating in a drug or alcohol rehabilitation program. Any employee who voluntarily submits to such Voluntary Self-Help Program may return to employment on the Project upon successful completion of such a program, or upon a certification of rehabilitation and satisfactory participation in such a program, and provide that the employee passes a drug and alcohol test upon return to the Project and agrees for a period of one (1) year thereafter, to submit to periodic drug and alcohol testing, which shall be conducted in addition to any reasonable cause or post-accident testing otherwise conducted, if considered appropriate or necessary by the rehabilitation program.

The Substance Abuse Prevention Coordinator will work with the signatory Unions to develop an "approved" list of counseling and rehabilitation programs to be used by the employees/dispatched workers who test positive for illegal drugs, alcohol, adulterants or misuse of prescription drugs. The cost of counseling and rehabilitation will not be the responsibility of the Contractor.

#### **GRIEVANCE PROCEDURE**

All disputes concerning the interpretation or application of the Policy shall be subject to the grievances procedure established by the CWA. Nothing in the grievance procedure may void this Uniform Substance Abuse Policy from continued utilization on Project work.

#### **SAVINGS CLAUSE**

The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of the Policy be determined contrary to law, such invalidation of that part or portion of the Policy will not invalidate the remaining portions. In the event of such determination, the parties to the CWA agree to meet promptly to commence negotiations concerning the provision affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties hereto.

## **TERM OF THE POLICY**

This Policy constitutes the only agreement in effect between the parties to the CWA concerning drug abuse, prevention and drug testing. No revisions or amendments will be made to this Policy except with the written approval of the parties hereto. This Policy shall become effective for all work covered by the CWA upon the effective date of the CWA and shall remain in effect for the duration of the CWA unless terminated or amended by the mutual consent of the parties hereto.

The parties to the CWA agree to meet on an annual basis to review this Policy, to bring it into compliance with the law, if necessary, and to review other considerations which may arise during the course of the CWA. Changes in this Policy may be made only if mandated by law or agreed upon by the parties.

**APPENDIX A  
SUBSTANCE ABUSE PREVENTION AND DETECTION  
THRESHOLD LEVELS**

<b>CONTROLLED SUBSTANCE*</b>	<b>SCREENING METHOD</b>	<b>SCREENING LEVEL**</b>	<b>CONFIRMATION METHOD</b>	<b>CONFIRMATION LEVEL</b>
Amphetamines	EMIT	1000 ng/ml	GC/MS	500 ng/ml**
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml**	GC/MS	150 ng/ml**
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml**	GC/MS	2000 ng/ml**
PCP (Phencyclidine)	EMIT	25 ng/ml**	GC/MS	25 ng/ml**
THC (Marijuana)	EMIT	50 ng/ml**	GC/MS	15 ng/ml **
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml
Alcohol	EMIT	0.08 or 0.04% as required	GC/MS	0.08 or 0.04% as required

\*All controlled substances including their metabolite components.

\*\* SAMHSA specified threshold

\*\*\* A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level. Testing levels may be changed to meet revised industry standards subject to mutual agreement.

EMIT - Enzyme immunoassay

GC/MS – Gas Chromatography/Mass Spectrometry

**APPENDIX B  
EMPLOYEE DRUG TEST  
CONSENT/WAIVER FORM**

TO: (Name of Contractor/Employer) \_\_\_\_\_  
FOR: (Project Name) \_\_\_\_\_  
Name of Dispatched Worker/Employee: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Home Telephone: \_\_\_\_\_ Other Phone Numbers: \_\_\_\_\_

**Consent for Testing**

I (name) \_\_\_\_\_ understand that my Employer has determined that there is probable cause to believe that I have been working at the job site under the influence of alcohol or drugs. In response to this, my Employer requires that I provide a urine (or breathalyzer) sample as is allowed under the Project drug testing policy.

These tests will be used to detect the presence of alcohol, marijuana and/or other drugs in my body. I understand that if these drugs are found to be present in my body that I will be subject to discipline including discharge from employment.

I hereby consent and agree to give specimens of my urine or to take the breathalyzer test. **My refusal to provide such a specimen or take such a test will lead to termination of my employment.**

All charges for these tests will be paid for by the Employer and not by me.

**Waiver: The results of any test I am required to take may be furnished, in accordance with the terms of this policy, to the Medical Review Officer, the Substance Abuse Prevention Coordinator and my employer. The company may inform the Union that I failed the test only if a grievance is filed in my behalf.**

**I have read and understood and agree to the above:**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**APPENDIX C**  
**UNIFORM SUBSTANCE ABUSE PREVENTION POLICY NOTICE FORM**

The City of Hayward CWA Substance Abuse Prevention Policy requires that:

- Use, possession or the sale of controlled substances at the Project site is prohibited. Employees engaged in the sale, purchase or use of illegal drugs during the employee's working hours will be subject to immediate termination, removed from the Project and not be eligible for rehire.
- Conviction for selling illegal drugs, while employed on this Project, even if off the Project, will cause me to be barred from the Project and will subject me to discipline, including discharge.
- Use of prescribed or over-the-counter medication is permitted if it will not affect work performance.
- If prescribed or over-the-counter medication may cause a safety risk, I must notify my Contractor/Employer prior to using such substances on the job.
- If I refuse to submit to pre-employment screening/testing for controlled substances and alcohol as requested by the Contractor in accordance with the terms of the Policy, I will not be eligible to retake the drug test for ninety (90) calendar days. I understand that nobody will be hired on the Project without taking and passing such a test.
- The presence of an adulterant in my system at or above the defined threshold levels will make me ineligible for employment, or will result in the termination of my employment and ineligibility for reemployment, for at least ninety (90) calendar days.
- I will not be hired if I fail the test because an illegal drug or alcohol is found in my system, and I will not be eligible to be employee for ninety (90) calendar days and unless I have participated successfully in a drug or alcohol rehabilitation program.
- I may be terminated for failing a drug or alcohol test, and I will be required to complete an approved counseling or rehabilitation program and to agree to periodic testing at that program's request in order to return to work.

I sign this acknowledgement voluntarily, with full knowledge and understanding of the City of Hayward CWA Substance Abuse Prevention Program and I agree to be bound by its terms.

(Employee Name)

Print \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Contractor/Company Name

\_\_\_\_\_

**APPENDIX D  
CITY OF HAYWARD CWA  
PRE-EMPLOYMENT DRUG TEST  
CONSENT/WAIVER FORM**

TO: (Name of Contractor/Employer) \_\_\_\_\_  
FOR: (Project Name) \_\_\_\_\_  
Name of Dispatched Worker/Employee: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Home Telephone: \_\_\_\_\_ Other Phone Numbers: \_\_\_\_\_

**Consent for Testing**

I (name) \_\_\_\_\_ understand that the City of Hayward Project to which I have been dispatched, or for which I am seeking employment, requires pre-employment drug and alcohol testing. The company to which I have been dispatched requires that I take and pass this test prior to commencing employment.

These tests will be used to detect the presence of alcohol, marijuana and/or other drugs in my body. I understand that if these drugs are found to be present in my body that I will be ineligible for employment on the Project and will not be able to take a new drug or alcohol test for ninety (90) days.

I hereby consent and agree to give specimens of my urine. **My refusal to provide such a specimen will prevent me from gaining employment on the Project for ninety (90) days.**

All charges for these tests will be paid for by the Employer and not by me.

**Waiver: The results of any test I am required to take may be furnished, in accordance with the terms of this policy, to the Medical Review Officer, the Substance Abuse Prevention Coordinator and my employer. The company may inform the Union that I failed the test only if a grievance is filed in my behalf.**

I have read and understood and agree to the above:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Prospective/Dispatched Worker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX E  
INCIDENT REPORT FORM**

Employer \_\_\_\_\_  
Employee involved \_\_\_\_\_  
Date of Incident \_\_\_\_\_ Time of Incident \_\_\_\_\_  
Location of Incident \_\_\_\_\_  
Employee's Job Assignment/Position \_\_\_\_\_  
Has employee been notified of his/her right to Union Representation? \_\_\_\_\_  
Date/Time notified \_\_\_\_\_  
Employee's Initials \_\_\_\_\_  
Witness to incident \_\_\_\_\_

**OBSERVATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EMPLOYEE'S EXPLANATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Action Recommended:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Action Taken:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature	Date	Signature	Date
Employee Representative		Union Representative (if present)	
Title		Title	

Date/Time Action taken: \_\_\_\_\_

**PROPOSAL TO THE CITY COUNCIL OF THE CITY OF HAYWARD**

for

**ABATEMENT AND DECONSTRUCTION (NO. 1 -11) SERVICES Project  
Project No. 05276**

Name of Bidder: \_\_\_\_\_

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

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No.: \_(\_\_\_\_\_)\_\_\_\_\_ Fax No.: \_(\_\_\_\_\_)\_\_\_\_\_

\*\*\*\*\*

**Various Locations, City of Hayward**

The work to be done and referenced to herein is in the City of Hayward or the adjacent vicinity, State of California, and extends over property owned or controlled by the City of Hayward, and is to be constructed in accordance with special provisions (including the payment of not less than the minimum wage rates referred to in the special provisions) and the contract annexed hereto and also in accordance with adopted Standard Specifications, Standard Plans and Standard Details of the City of Hayward, which are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown upon plans entitled:

<u>Drawing No.</u>	<u>Title</u>
N/A	N/A

TO THE CITY COUNCIL, CITY OF HAYWARD

The undersigned, as bidder, does hereby declare that the only persons or parties interested in this proposal are the undersigned and this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees, if this proposal is accepted, that he will contract with the City of Hayward, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and the time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the amounts shown on the following unit price schedule, to wit:



**BID SHEET**



**CITY OF HAYWARD**  
**PROJECT TITLE: ABATEMENT AND DECONSTRUCTION (NO. 1 -11) SERVICES Project**  
**PROJECT NO. 05276**

ITEM NO.	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE (In Words)	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	Hazardous Material Abatement 25552 Maitland Drive	1	LS			
2	Building Deconstruction 25552 Maitland Drive	1	LS			
3	Fencing (Chain Link Fence with 25-foot Gate) 25552 Maitland Drive	1	LS			
4	Hazardous Material Abatement 25560 Maitland Drive	1	LS			
5	Building Deconstruction 25560 Maitland Drive	1	LS			
6	Fencing (Chain Link Fence with 25-foot Gate) 25560 Maitland Drive	1	LS			
7	Hazardous Material Abatement 25564 Maitland Drive	1	LS			
8	Building Deconstruction 25564 Maitland Drive	1	LS			
9	Fencing (Chain Link Fence with 25-foot Gate) 25564 Maitland Drive	1	LS			
10	Hazardous Material Abatement 25568 Maitland Drive	1	LS			
11	Building Deconstruction 25568 Maitland Drive	1	LS			
12	Fencing (Chain Link Fence with 25-foot Gate) 25568 Maitland Drive	1	LS			
13	Hazardous Material Abatement 25584 Maitland Drive	1	LS			
14	Building Deconstruction 25584 Maitland Drive	1	LS			
15	Fencing (Chain Link Fence with 25-foot Gate) 25584 Maitland Drive	1	LS			
16	Hazardous Material Abatement 25685 Maitland Drive	1	LS			
17	Building Deconstruction 25685 Maitland Drive	1	LS			
18	Fencing (Chain Link Fence with 25-foot Gate) 25685 Maitland Drive	1	LS			
19	Hazardous Material Abatement 25697 Maitland Drive	1	LS			

**BID SHEET**



**CITY OF HAYWARD**  
**PROJECT TITLE: ABATEMENT AND DECONSTRUCTION (NO. 1 -11) SERVICES Project**  
**PROJECT NO. 05276**

ITEM NO.	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE (In Words)	UNIT PRICE (In Figures)	TOTAL (In Figures)
20	Building Deconstruction 25697 Maitland Drive	1	LS			
21	Fencing (Chain Link Fence with 25-foot Gate) 25697 Maitland Drive	1	LS			
22	Hazardous Material Abatement 25361 Bunker Hill Court	1	LS			
23	Building Deconstruction 25361 Bunker Hill Court	1	LS			
24	Fencing (Chain Link Fence with 25-foot Gate) 25361 Bunker Hill Court	1	LS			
25	Hazardous Material Abatement 25669 Bunker Hill Boulevard	1	LS			
26	Building Deconstruction 25669 Bunker Hill Boulevard	1	LS			
27	Fencing (Chain Link Fence with 25-foot Gate) 25669 Bunker Hill Boulevard	1	LS			
28	Hazardous Material Abatement 1026 C Street	1	LS			
29	Building Deconstruction C Street	1026	LS			
30	Fencing (Chain Link Fence with 25-foot Gate) 1026 C Street	1	LS			
31	Hazardous Material Abatement 1058 Central Boulevard	1	LS			
32	Building Deconstruction Central Boulevard	1058	LS			
33	Fencing (Chain Link Fence with 25-foot Gate) 1058 Central Boulevard	1	LS			
34	Bay Area Air Quality Management District BAAQMD Job Number (J No.) - 11 Parcels	1	LS			
<b>TOTAL BID</b>						

**BID SHEET**



**CITY OF HAYWARD**  
**PROJECT TITLE: ABATEMENT AND DECONSTRUCTION (NO. 1 -11) SERVICES Project**  
**PROJECT NO. 05276**

ITEM NO.	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE (In Words)	UNIT PRICE (In Figures)	TOTAL (In Figures)
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Abbreviations: See Special Provisions & Technical Specifications for definitions of the unit of measure.

**NOTE:** Bidder is responsible for reading the entire contract documents. The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with Section 4-1.05, "Changes & Extra Work", of the Standard Specifications, and as amended in these Special Provisions and Technical Specifications. All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done. The undersigned declares, by their signature to this Proposal, that the bidder has checked carefully all the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**DIRECTIONS TO BIDDERS:**

The following are directions to bidders by the City of Hayward and this proposal is made with reference to them:

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between an item price in words and the price in figures, the price in words shall prevail. In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, illegible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

All questions concerning bids are to go to the City Project Engineer designated on the cover of the Specifications, and any changes to the Contract Documents shall be made by addendum.

The bidder's attention is directed to Section 2, "Bidding," of these Special Provisions regarding submittal of proposal on City furnished forms.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the City of Hayward, within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice from the City of Hayward that the contract has been awarded, the City of Hayward may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Hayward.

**INSTRUCTIONS FOR LISTING SUBCONTRACTORS:**

In conformance with Section 2-1.06, "Subcontracting," of these Special Provisions, the bidder shall list the name and the State Contractor's license number of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime Contractor's total bid. The bidder shall list only one subcontractor for each portion as is defined by the prime Contractor in his or her bid. The information shall be reported on the "List of All Subcontractors and Suppliers" form on proposal pages P-5 and P-6.

Upon request and within two (2) business days after the date of the bid opening, the bidder also shall provide information to the City Engineer about the listed subcontractor(s) identifying: the location of the place of business; the description of work subcontracted; and the subcontract amount.

Bidders are cautioned that non-submittal of required information may constitute grounds for rejection of the bid. It is not required to list suppliers to the forms on pages P-5 and P-6 unless the suppliers are being listed for DBEs or WBEs purposes (See DBE and WBE information below). The DBE/WBE suppliers' participation percentage shall be calculated per instructions shown on pages P-5 and P-6.

The City of Hayward requests that any bidder who utilizes Disadvantaged Business Enterprise (DBE) and Women Business Enterprise (WBE) subcontractors also provide the DBE/WBE information in the same form on proposal pages P-5 and P-6. The requested information includes DBE/WBE amounts, the DBE/WBE ethnicity, and the resource list from which the firm is certified. Acceptable DBE/WBE resource lists are noted in Section 2-1.05, "Resource Lists for This Project," of these Special Provisions.

**LIST OF ALL SUBCONTRACTORS AND SUPPLIERS  
(INCLUDING BIDDER'S DBE AND WBE VOLUNTARY PARTICIPATION INFORMATION)**

**CITY OF HAYWARD**  
**PROJECT TITLE:** ABATEMENT AND DECONSTRUCTION (NO. 1 -11) SERVICES Project 05276  
**BID OPENING:** September 24, 2018

**BIDDER'S NAME:** \_\_\_\_\_ **PHONE NO.:** ( \_\_\_\_\_ ) \_\_\_\_\_

**BIDDER'S ADDRESS:** \_\_\_\_\_

**BIDDER'S DBE/WBE STATUS: (INDICATE YES OR NO)** **DBE:** \_\_\_\_\_ **WBE:** \_\_\_\_\_

**PERSON COMPLETING THIS FORM**

SUBCONTRACTOR/SUPPLIER (BIDDER MUST COMPLETE BOTH PAGES P-5 & P-6)		DESCRIPTION OF PORTION OF WORK SUBCONTRACTED OR SUPPLIED	SUPPLY OR SUBCONTRACT AMOUNT	DBE <sup>1</sup> DOLLAR AMOUNT CLAIMED	WBE <sup>1</sup> DOLLAR AMOUNT CLAIMED	DBE/WBE <sup>2</sup> ETHNICITY (E) RESOURCE LIST (RL)
NAME: _____						E
CITY: _____						RL
TEL.# _____	LIC.# _____	Supplier - Yes No				
NAME: _____						E
CITY: _____						RL
TEL.# _____	LIC.# _____	Supplier - Yes No				
NAME: _____						E
CITY: _____						RL
TEL.# _____	LIC.# _____	Supplier - Yes No				
NAME: _____						E
CITY: _____						RL
TEL.# _____	LIC.# _____	Supplier - Yes No				
NAME: _____						E
CITY: _____						RL
TEL.# _____	LIC.# _____	Supplier - Yes No				
NAME: _____						E
CITY: _____						RL
TEL.# _____	LIC.# _____	Supplier - Yes No				

<sup>1</sup> SUPPLIERS WHO ARE NOT MANUFACTURERS WILL COUNT 60 PERCENT OF THEIR VALUE FURNISHED. TRUCK BROKERS WHO DO NOT HAVE A SIGNED CONTRACT WITH DBE AND WBE TRUCKERS WILL COUNT 60 PERCENT OF THE VALUE FURNISHED.

<sup>2</sup> THE RESOURCE LISTS ACCEPTABLE FOR THIS PROJECT ARE NOTED IN SECTION 2-1.05, "RESOURCE LISTS FOR THIS PROJECT."



The undersigned encloses herewith bidder's bond, certified check, or cashier's check No. \_\_\_\_\_ of the \_\_\_\_\_ Bank, for \$ \_\_\_\_\_, which is not less than ten percent (10%) of this bid, payable to the City of Hayward, which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

The undersigned hereby certifies that this bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not herein named and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion, to secure for itself an advantage of any other bid.

Nature of firm (corporation, partnership, individual, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If a corporation, organized under the laws of the State of \_\_\_\_\_.

Licensed in California in accordance with an act providing for the registration of Contractors, License No. \_\_\_\_\_, Class \_\_\_\_\_.

ADDENDA

This Proposal is submitted with respect to the changes to the plans and specifications included in addendum number/s.

\_\_\_\_\_  
(Fill in addendum number/s if addenda have been received.)

Warning

If an addendum or addenda have been issued by the City and not noted above as being received by the bidder, this Proposal may be rejected.

Signature: \_\_\_\_\_

and

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

\_\_\_\_\_

\_\_\_\_\_

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



**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

Know all men by these presents:

That we, \_\_\_\_\_, as principal and, \_\_\_\_\_ as corporate surety, duly authorized to issue bonds in the State of California, are held firmly bound unto the CITY OF HAYWARD in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), to be paid to the said City or its certain attorney, its successors, and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above-bounden \_\_\_\_\_ to construct **ABATEMENT AND DECONSTRUCTION (NO. 1 -11) SERVICES Project 05276** dated **July 2018**, is accepted by the CITY OF HAYWARD, and if the above-bounden \_\_\_\_\_, his heirs, executors, administrators, successors, and assigns shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described along with the executed contract within ten (10) days, not including Sundays and legal holidays, from the date of notification that contract was awarded to the above-bounden \_\_\_\_\_ by and from the said City of Hayward, that said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AFFIRMATION OF NON-INVOLVEMENT IN  
DEVELOPMENT OR PRODUCTION OF NUCLEAR WEAPONS**

The respondent to a City of Hayward Request for Proposal or recipient of a City of Hayward Purchase Order/Contract hereby certifies:

- 1) That it understands that City of Hayward Ordinance No. 87-024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person, which is knowingly or intentionally engaged in the development or production of nuclear weapons."
- 2) That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."
- 3) That it understands the ordinance defines "Person" as "any person, private corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

\_\_\_\_\_  
(Print/Type Company Name)

\_\_\_\_\_  
(Print/Type Official Name & Title)

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

\_\_\_\_\_  
(Signature of Company Official)

\_\_\_\_\_  
(City/State/Zip Code)

\_\_\_\_\_  
(Date)

## CONTRACT

THIS CONTRACT, dated for convenience this \_\_\_\_\_ day of \_\_\_\_\_ 201\_, by and between

hereinafter referred to as "Contractor," and the CITY OF HAYWARD, a municipal corporation located in the County of Alameda, State of California, hereinafter referred to as "City,"

### WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged the City and the Contractor agree as follows:

Contractor will furnish the necessary labor, materials, tools, and equipment and perform all the work required for

#### **ABATEMENT AND DECONSTRUCTION (NO. 1 -11) SERVICES PROJECT 05204**

in accordance with the plans and special provisions for said project, and also in accordance with the adopted Standard Specifications, Standard Plans and Standard Details of the City of Hayward, all of which are on file in the office of the City Clerk of said City of Hayward, and the proposal of said Contractor filed in the office of said City Clerk on August 14, 2018, which plans, special provisions, standard specifications, standard plans, standard details, and proposal are hereby referred to for further particulars and by such reference made a part hereof.

The expected date of award of contract is September 18, 2018 and the expected date to issue the Notice to Proceed is September 28, 2018. The liquidated damages for this project is \$500 per calendar in excess of working days.

In the performance of the work and the furnishing of labor in connection therewith, it is understood and agreed that all of the rights, duties, and obligations imposed upon Contractor by Division 2, Part 7, Chapter 1 of the Labor Code of the State of California (Sections 1720 to 1861) shall be applicable.

For convenience only and not to limit the application of the aforesaid State Labor Code provisions, the following of said provisions have particular application:

- Article 1 - "Scope and Operation" (1720-1740)
- Article 2 - "Wages" (1770-1780)
- Article 3 - "Working Hours" (1810-1815)
- Article 5 - "Securing Workers' Compensation" (1860-1861)

The Contractor shall carry Workers' Compensation insurance and require all subcontractors to carry Workers' Compensation insurance, as required by Section 3700 of the Labor Code of the State of California.

The Contractor and his subcontractors shall pay their employees not less than the minimum prevailing wage rates predetermined by the Director of the Department of Industrial Relations, which rates are filed in the Office of said City Clerk, incorporated herein by this reference and made a part hereof.

The City shall pay to Contractor the price or prices stated, specified and set forth in the bid or bids of Contractor. Payment shall be made by City to Contractor in progress payments in amounts and at the time set forth in said specifications.

IN WITNESS WHEREOF, the said Contractor has executed this contract, and the City of Hayward, by and through its City Manager, so authorized to act, has caused the same to be executed.

\_\_\_\_\_  
(Print/Type Company Name)

\_\_\_\_\_  
(Print/Type Name of Company Official)

\_\_\_\_\_  
Signature of Company Official

CITY OF HAYWARD  
a municipal corporation,

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Lawson  
City Attorney

BY: \_\_\_\_\_  
Kelly McAdoo  
City Manager

\_\_\_\_\_  
Alex Ameri  
Interim Director of Public Works

ATTEST: \_\_\_\_\_  
Miriam Lens  
City Clerk

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

**LABOR AND MATERIALS BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

**THAT WHEREAS**, the City of Hayward (hereinafter referred to as "City") has awarded to \_\_\_\_\_ (hereinafter referred to as "Contractor") an agreement for ABATEMENT AND DECONSTRUCTION (NO. 1 -11) SERVICES (hereinafter referred to as the "Project").

**WHEREAS**, and the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated July 2018, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

**WHEREAS**, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for labor performed and materials furnished for the aforesaid work and for amounts due under the Unemployment Insurance Act of the State of California with respect to such work,

**NOW THEREFORE**, we, \_\_\_\_\_, the undersigned Contractor, and \_\_\_\_\_, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound to all persons furnishing any materials or supplies used in, upon, for, or about the performance of the aforesaid work under the aforesaid contract, and all persons performing any work or labor of any kind thereon, and all persons entitled to receive any sums of money due under the Unemployment Insurance Act of the State of California with respect to such work or labor, and all other persons, if any, entitled to file claims under Title 15 (commencing with Section 3082), Part 4, Division 3, of the Civil Code of the State of California with respect to such materials, supplies, work, or labor, unto the City in the sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), said sum being not less than one hundred and ten percent (110%) of the total amount of the Contract, for which amount well and truly to be made, we and each of us bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that, if the Contractor, his or its subcontractors shall fail to pay for any materials or supplies used in, upon for or about the performance of the aforesaid work under the aforesaid contract or for any work or labor of any kind thereon, or for any sums of money due under the Unemployment Insurance Act of the State of California with respect to such work or labor, or for any sums of money due persons entitled to file claims under Title 15 (commencing with Section 3082), Part 4, Division 3, of the Civil Code of the State of California with respect to such materials, supplies, work, or labor, the aforesaid Surety will pay the same in an amount not to exceed the sum of this bond specified above.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the Acceptance of the Work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City 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 City's rights or the Contractor of Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- 1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents;
- 2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents;
- 3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a Bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

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

**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 Contractor and Surety above named on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

<b>PRINCIPAL/CONTRACTOR:</b>	<b>SURETY:</b>
[Name of Contractor]	[Name of Surety]
Signature	Signature of Attorney-In-Fact
[Name]	[Name of Attorney-In-Fact]
[Title]	
SEAL	SEAL

**NOTE:** A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

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

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

**THAT WHEREAS**, the City of Hayward (hereinafter referred to as "City") has awarded to \_\_\_\_\_ (hereinafter referred to as "Contractor") an agreement for ABATEMENT AND DECONSTRUCTION (NO. 1 -11) SERVICES (hereinafter referred to as the "Project").

**WHEREAS**, and the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

**WHEREAS**, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for faithful performance of said Contract Documents.

**NOW THEREFORE**, we, \_\_\_\_\_, the undersigned Contractor, and \_\_\_\_\_, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), said sum being not less than one hundred and ten percent (110%) of the total amount of the Contract, for which amount well and truly to be made, we and each of us bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that, if the Contractor, 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 Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify, defend and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the Acceptance of the Work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City 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 City's rights or the Contractor of Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

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- 3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

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**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 Contractor and Surety above named on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

<b>PRINCIPAL/CONTRACTOR:</b>	<b>SURETY:</b>
[Name of Contractor]	[Name of Surety]
Signature	Signature of Attorney-In-Fact
[Name]	[Name of Attorney-In-Fact]
[Title]	
SEAL	SEAL

**NOTE:** A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.



**PART II – SPECIFICATIONS & HAZARDOUS MATERIAL REPORTS:  
ENVIRONOVA**

# **Hazardous Materials Asbestos, Lead and PCBs Mercury Lamps & Switches Abatement Project Specifications Route 238 Bypass Property Project Hayward, California**

Prepared for:

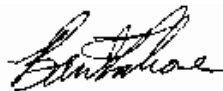
City of Hayward  
777 B Street  
Hayward, CA 94541

**AUGUST 2018**

EnviroNova Project No. 18-135



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## SECTION 02 82 00 ASBESTOS-ABATEMENT

### SUB-SECTION 00 GENERAL ASBESTOS REMOVAL SPECIFICATIONS

#### INTRODUCTION

These asbestos removal specifications are necessarily general and are intended only to give a description of what is required to adequately complete an asbestos abatement project. The asbestos abatement project is accompanied by a job-specific Abatement Drawings and Hazardous Materials Report (attached as an appendix to this document), which summarizes the procedures, describes the extent and nature of the asbestos removal or abatement, and may detail any special conditions at the job site. These specifications are not intended to cover all variations that may occur, however, a field directive will address unanticipated variations.

#### TERMS AND DEFINITIONS

The following section is a list of terms and definitions that will be used in this specification.

**Abatement:** Procedures to control fiber release from asbestos-containing materials (ACM). Includes encapsulation, enclosure and removal.

**Accredited:** A person who holds a current certificate of training or updated certificate of continuing training as required by Federal and State regulations.

**AHERA:** The Asbestos Hazard Emergency Response Act of 1986, also referred to as the Asbestos-Containing Materials in Schools; Final Rule and Notice, and 40 CFR Part 763

**Asbestos:** The asbestiform varieties of serpentine, Chrysotile, riebeckite (crocidolite) cummingtonite-grunerite, anthophyllite and actinolite-tremolite

**Asbestos-Containing Construction Material (ACCM):** Term used by Cal/OSHA to describe construction materials that contain asbestos in amounts greater than one-tenth of one percent (0.1%) either alone or mixed with fibrous or non-fibrous materials.

**Asbestos-Containing Material (ACM):** Any material or product that contains more than one percent (1%) asbestos as determined by Polarized Light Microscopy (PLM) analysis, or assumed to contain greater than 1 percent asbestos.

**Airlock:** A system for permitting ingress or egress without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet (3') apart.

**Air Monitoring:** The process of measuring the fiber content of a specific volume of air in a stated period of time in an appropriate location.

**Ambient Air:** The air outside a building or structure OR the air as it normally exists in a space prior to activity.

**Amended Water:** Water to which a surfactant has been added.

**Authorized Visitor:** Owner, EnviroNova, or representative of any regulatory or other agency having jurisdiction over the project.

**Cal/OSHA:** California Division of Occupational Safety and Health

**Clean Room:** An uncontaminated area or room that is part of the worker decontamination unit, with provisions for storage of uncontaminated clothing and equipment.

**Containment:** The temporary, polyethylene-lined, enclosure structure erected to control the release of asbestos fibers to the ambient environment.

**Contractor:** An asbestos abatement contracting company and its Workers, which employs a full-time Contractor who is certified to provide asbestos abatement services, and whose Workers hold current applicable accreditation.

**Critical Barrier:** A unit of temporary construction that provides the only separation between the asbestos Work Area and an adjacent area. This includes the decontamination unit, perimeter walls, ceilings penetrations and any temporary barriers between the Work Area and outside environment.

**Curtained Doorway:** A device to allow entry or exit from one room to another while permitting minimal air movement between the two rooms. Typically constructed by placing two overlapping sheets of polyethylene over an existing or temporary framed doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.

**CSLB** California Contractors State License Board

**Decontamination Unit:** A series of connected rooms, each room being an airlock, with curtained doorways between any two adjacent rooms, for the decontamination of workers or of materials and equipment.

**Demolition:** The wrecking or taking out of any nonstructural building material, casework, surface mounted items or surfaces of a facility together with any related transportation and disposal, and any related razing, removing, or stripping of asbestos products.

**Debris Box/Dumpster:** Synonymous with waste container. All debris boxes/dumpsters used on this project shall be hard sided including a hard lid, locked at all times when not in use and placed in an Owner designated location.

**DOP:** Dioctylphthalate particles which are used to test the efficiency of HEPA-filtration equipment. Substitutes such as Di [2-ethylhexyl] phthalate, PAO (Emery 3004), DOS (Dioctyl-sebacate) may be utilized with prior written permission from the Project Manager.

**DOSH:** California Department of Industrial Relations, Division of Occupational Safety and Health

**DOT:** US Department of Transportation

**Encapsulant:** A liquid material that can be applied to ACM or surfaces stripped of ACM and that controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant). When used, care must be taken that any re-insulation material will adhere to the encapsulant.

**Encapsulant (Lock-down):** A liquid designed to mist the air within a containment area after the containment has passed visual clearance by the HazMat Doc Project Manager. Lock-down encapsulant is designed to bind asbestos fibers together and create a sticky surface, allowing asbestos fibers to adhere to it.

**Encapsulation:** All herein specified procedures necessary to coat surfaces from which ACM has been removed with sealing substance meeting applicable government standards. Encapsulation may also be referred to as "lock-down" encapsulation.



**EnviroNova:** An environmental consulting company retained by Owner, which employs full-time employees who are qualified to perform asbestos consulting services.

**EPA:** US Environmental Protection Agency.

**Equipment Decontamination Unit:** A decontamination unit for materials and equipment, typically consisting of a designated area of the Work Area, a washroom, holding area, and an uncontaminated area.

**Equipment Room:** A contaminated area or room that is part of the worker/equipment decontamination unit, with provisions for storage of contaminated clothing and equipment.

**Friable ACM:** Asbestos-containing material that can be crumbled, or reduced to a powder by ordinary hand pressure, or materials assessed as friable by an accredited asbestos abatement inspector.

**Fixed Object:** A piece of equipment or furniture in the Work Area that cannot or will not be removed from the Work Area, by Owner's decision.

**Full Containment/Enclosure:** Full containment/enclosures shall be constructed of two layers of 6-mil polyethylene sealing all surfaces, in all locations not being abated during the current phase of abatement. The sheeting must be secured in a manner that shall maintain the integrity of containment throughout removal and testing.

**Glove bag Technique:** A method with limited applications for removing small amounts of friable asbestos-containing material(s) from ducts, short pipe-runs, valves, joints, elbows and other non-planar surfaces. The glove bag assembly is a manufactured or fabricated device consisting of a glove bag (typically constructed of 6-mil transparent polyethylene or polyvinylchloride sheeting), two inward projecting long sleeves, an internal tool pouch and an attached. Labeled receptacle for asbestos waste. The glove bag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process. Glove bags must meet the specification requirements for glove bags as listed in 8 CCR 1529. All workers who are permitted to use the glove bag technique must be trained, experienced and skilled in this method. All techniques and procedures employed by the Contractor shall be approved by the HazMat Doc Project Manager.

**HEPA Filter:** A High Efficiency Particulate Air (HEPA) filter that traps and retains at least 99.97% of mono-dispersed particles 0.3 microns in diameter or larger.

**HEPA-Filtered Exhaust Unit:** An exhaust fan that draws contaminated air through a HEPA filter and exhausts the filtered air to the outside of the building.

**HEPA-Filtered Vacuum:** High efficiency particulate air filtered vacuuming equipment with a filter system that collects and retains 99.97% of mono-dispersed particles 0.3 microns in diameter or larger.

**Holding Area:** A room between the washroom and an uncontaminated area in the equipment decontamination unit. The holding area has an airlock constructed at its entrance from an uncontaminated area.

**HVAC:** Heating, ventilation and air conditioning system

**Manometer:** Instrument for measuring the static air-pressure differential across a barrier. This project requires at least one properly calibrated and fully functional Manometer at each containment. Manometer units shall, at a minimum, be factory calibrated once a year.

**Mini-Containment/Enclosure:** Mini-enclosures may be used where glove bag setups are not feasible. The use of these must be pre-approved by EnviroNova. Mini-enclosures shall be constructed of 6-mil polyethylene (attached with tape and/or glue to walls and floors) and shall be small enough for a maximum for two workers who can enter the enclosure one at a time, complete the abatement process, pass out the debris (appropriately contained) and exit. The workers shall have available a change room contiguous to the Work Area where they can remove their coveralls prior to leaving the area.

**Monitoring:** May include

- (i) Visual inspection for the presence of visible emissions; or
- (ii) Air monitoring performed in accordance with accepted methods;
- (iii) Collecting core samples or encapsulated or bridged materials;
- (iv) Collecting bulk samples of soil during and following abatement;

**Moveable Object:** A piece of equipment or furniture in the Work Area that can be removed from the Work Area.

**Non-friable ACM:** Asbestos-containing material that does not crumble, or become reduced to powder by ordinary hand pressure, or material that has been assessed as non-friable by an accredited asbestos abatement inspector.

**Owner:** Individual or entity that owns the property and its Workers, representatives or agents.

**PLM:** Polarized Light Microscopy. Asbestos analysis of bulk material via EPA 600/R-93/116 Method using Polarized Light Microscopy.

**Pressure Differential:** A condition whereby the containment is maintained at a pressure differential of at least minus 0.02 inches of water relative to the adjacent unsealed areas.

**Project:** Surveys, investigation and/or abatement of buildings designated by the City of Hayward to complete the demolition of said buildings for the Route 238 Bypass Project. Each of these individually or as a whole may be referenced as said Project herein.

**Regulated Area:** An area established by a Contractor to demarcate areas where airborne concentrations of asbestos exceed, or could potentially exceed, the PEL.

**Regulations:** ALL relevant Local, State and Federal Regulations

**Removal:** All specified procedures necessary to strip all ACM from the designated areas and dispose of these materials at an acceptable site.

**Scope-of-Work:** Project specific removal tasks to be utilized in conjunction with these specifications. If a conflict arises the most stringent requirement shall apply.

**Shower Room:** A room in the Worker decontamination unit that is located between the clean room and equipment room, and is equipped with a functional shower stall with hot and cold water and a waste water filtering system.

**Surfactant:** A non-toxic, non-flammable, chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

**Supervisor:** An employee of Contractor who is accredited as a Supervisor for Asbestos Abatement Projects, qualifies as a competent person on asbestos abatement projects, and holds current applicable accreditation.

**Structural Member:** Any load-bearing member, such as a beam, load-bearing walls or non-load bearing members such as ceilings and non-load-bearing walls.

**Test Section:** A section of the abatement area where the lead abatement contractor implements stabilization measures to ensure that a particular area is stable enough to perform abatement.

**TEM:** Transmission Electron Microscopy performed by EPA 40 CFR part 763 Final Rule (ASHERA). Per ASHERA specifications a Level II analysis on all ASHERA jobs.

**Visible Emissions:** Any emissions, whether containing particulate material or not, that are detectable without the aid of instrumentation. Not including condensed UNCOMBINED water vapor.

**Waste Containers:** Synonymous with debris boxes/dumpsters. All waste containers used on this project shall be labeled, hard sided including a hard lid, locked at all times when not in use and placed in an Owner designated location.

**Washroom:** A room between the Work Area and the holding area in the equipment decontamination unit. The washroom has an airlock between it and the holding area.

**Wet-Clean:** The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools that have been dampened with amended water, and by afterwards disposing of these cleaning tools as asbestos-containing waste.

**Work Area:** The area of a building where asbestos-containing materials will be, or are being, removed or abated.

**Worker:** An individual who has successfully completed an initial EPA and/or State approved accreditation course and who has maintained that certificate by attending mandated refresher training and possesses valid and current AHERA-accreditation documents.

**Worker Decontamination Unit:** A decontamination enclosure system for Workers, typically consisting of a clean room, a shower room, and an equipment room.

## ABBREVIATIONS AND ACRONYMS

The following acronyms or abbreviations as referenced in this contract document are defined to mean these associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of this contract document:

ACM	Asbestos-Containing Materials >1%
ACCM	Asbestos Containing Construction Material greater than 1/10 <sup>th</sup> of 1 percent asbestos (i.e. 0.10% or greater)
ACRM	Asbestos-Containing Roofing Materials
AHERA	Asbestos Hazard Emergency Response Act; refers to EPA regulation 40 CFR Part 763 entitled "Asbestos-Containing Materials in Schools" in Vol. 52, No. 210, October 30, 1987.
AIA	American Institute of Architects
ASTM	American Society for Testing and Materials
ASHRAE	American Society for Heating, Refrigerating, and Air Conditioning Engineers
ASTM	American Society for Testing and Materials
Cal/OSHA	California Division of Occupational Safety and Health
CFR	Code of Federal Regulations
CGA	Compressed Gas Association
CS	Commercial Standard of NBS (U.S. Dept. of Commerce)
CSLB	Contractors State Licensing Board (California)
DOT	U.S. Department of Transportation
EPA	U.S. Environmental Protection Agency and by inference the local air pollution control agency or any other entity designated as a representative of the EPA

GSA	General Services Administration
HEPA	High Efficiency Particulate Air
HPM	Hazmat Project Manager
HVAC	Heating, Ventilating and Air-Conditioning
SDS	Material Safety Data Sheet
NBS	National Bureau of Standards
NEC	National Electrical Code (by NFPA)
NFPA	National Fire Protection Association
NESHAPs	National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61)
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Standards and Technology, U.S. Dept. of Commerce
NVLAP	National Voluntary Laboratory Accreditation Program
OSHA	Occupational Safety & Health Administration
PAT	NIOSH Proficiency Analytical Testing Program
PCM	Phase Contrast Microscopy - Analytical Method used to determine airborne concentrations of asbestos fibers according to NIOSH Method 7400
PEL	Permissible Exposure Limit - OSHA allowable 8 hour TWA personal exposure above which Workers are required to wear appropriate respiratory and personal protective equipment.
PLM	Polarized Light Microscopy - Analytical method used to determine asbestos content in bulk material samples.

Psi	Pressure expressed in pounds per square inch
ppm/v	Unit as expressed in parts per million by volume
STEL	Short Term Exposure Limit - OSHA allowable 30 minute TWA personal exposure above which Workers are required to wear appropriate respiratory and personal protective equipment
TEM	Transmission Electron Microscopy - Analytical method used to identify and determine airborne concentrations of asbestos fibers according to EPA AHERA protocol.
TSCA	U.S. Toxic Substances Control Act of 1976
TWA	Time-Weighted-Average - Average unit of exposure to a substance over a general period of time
UL	Underwriters Laboratories

## **SUB-SECTION 01 GENERAL REQUIREMENTS**

### **1.1 GENERAL**

#### **1.1.1 Description of Work and Contractor Responsibilities**

This specification covers removal and disposal of materials identified as Asbestos-Containing Material (ACM) and/or Asbestos Containing Construction Material (ACCM) in independently prepared bulk material analysis reports, and removal and disposal of related materials and all other identified hazardous materials.

- A. Furnish all labor, tools, materials, equipment, employee training and testing, permits, waste disposal services necessary for and reasonably incidental to the completion of removal and disposal of all Asbestos-Containing Material (ACM) and/or Asbestos Containing Construction Material (ACCM) and all other identified hazardous materials from within the subject Buildings as denoted in the attached Scope-of-Work section of these documents. All work shall be performed in accordance with prevailing Local, State and Federal Regulation, including but not limited to the US Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the State of California Division of Occupational Safety and Health (DOSH), the State of California Department of Industrial Relations (DIR), the recommendations of the National Institute of Occupational Safety and Health (NIOSH) and any and all other regulations. Where a conflict or overlap of regulations occurs, the MOST stringent shall apply.
- B. The asbestos abatement work as specified herein shall be performed as required to accommodate air clearance testing of all interior work sites where standard negative air enclosures have been established, and satisfactory visual inspections for asbestos abatement which takes place on exterior building components. None of the negative air enclosures shall be removed until visual inspections and clearance testing results are satisfactory for the contained work site(s), nor the barricades removed until the final visual inspections are satisfactory for the exterior removal sites inspected.
- C. This is a calendar day contract. Weekends, holidays, etc., are regular working days for the purposes of this contract. The specific daily work schedules and timing for each area of asbestos-containing materials abatement in this project shall be coordinated with, and approved by the Owner, and then specified in the Contractor's asbestos abatement plan, prior to commencing work.
- D. Description of Asbestos-Containing Materials to be Removed. Known ACM/ACCM that must be removed under this contract are listed in the attached Appendix. Determination of the actual quantities of these ACM/ACCM and related ACM/ACCM debris shall be the responsibility of the selected Contractor. In addition to these ACM/ACCM described below, the selected Contractor shall be responsible for the proper abatement of any incidental ACM/ACCM that is necessary to accomplish work of this project. Contractors who chose to submit a bid to perform this work, shall estimate quantities of listed as well as incidental ACM/ACCM by a visual assessment of the ACM/ACCM within the building(s) as illustrated in the attached Appendix.
- E. Quantity of Asbestos-Containing Materials. The actual determination of quantities and measurements of the asbestos-containing materials, related debris and contaminated materials within this building will be the responsibility of the Contractor. The Contractor shall deal with any encounters of these asbestos-containing materials, related debris and contaminated materials in full accordance with all applicable

federal, state and local laws, rules and regulations. All related costs shall be included in the basic contract price. If, during the course of work, the Contractor encounters other materials in these areas or other areas not specified above suspected to contain asbestos, which could require disturbance, clean-up or removal, they shall halt work which may disturb the suspect materials and immediately notify the HPM for a positive determination of asbestos content and instruction as to procedure.

- F. Suspect Asbestos-Containing Materials. For any types of extensive, non-incident asbestos-containing materials (ACM/ACCM) which are encountered during construction, and which are not specified above, if so directed by the HPM, the Contractor shall remove and dispose of such materials according to the methods specified herein by appropriate change order. All such materials shall be quantified by the HPM and the cost agreed upon by the Contractor and the Owner prior to commencing any asbestos abatement work.
- G. Construction Schedule. The construction schedule is noted elsewhere in these documents as the allowable working days. The schedule may be corrected by addendum or otherwise in writing by the owner to the Contractor. Work shall be accomplished in accordance with this schedule. Any delay in the completion of the work denoted in the attached Scope-of-Work may subject the Contractor to financial and other damages as denoted in the bid section of these documents.
- H. Description of Work. Asbestos abatement work includes the complete and proper removal and disposal of all asbestos-containing materials, related ACM/ACCM debris and contaminated materials within the areas identified and using the procedures specified herein.
- I. Description of Work Sites. For each separately enclosed interior work site, provide a decontamination unit, negative air filtration system, negative pressure monitoring device, and all other requirements of these specifications.
- J. Project Conditions. Specific Work Areas of the building will not be occupied by the Owner or the general public during the work performed under this contract. The building is to be demolished. If the Contractor hires any Sub-Contractors (Subs) to perform any part of this work, all such Subs shall be notified of the locations of asbestos abatement activities and the schedule of such activities in accordance with these specifications, and as required by OSHA 29 CFR 1926.1101 (k). The Contractor shall coordinate with the Owner all activities such as waste load-out or periods of electrical power outage or usage that could affect nearby Work Areas or adjacent buildings. Sources for electricity and water will be discussed at the pre-bid conference.

The Owner will not provide electricity, water and sanitation (toilet) facilities at the Owner's discretion. It is the Contractors' responsibility to furnish all power, water and sanitation requirement for the project. All costs associated with this are to be built in to the Contractors base cost.

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### **1.1.2 Related Work**

- A. Related work includes all work necessary for successful completion of removal and disposal of ACM/ACCM but not directly involving ACM/ACCM. This work includes but is not limited to proper cleaning and/or disposal of contaminated and non-contaminated materials.
- B. Related work includes the maintenance of daily work logs by Contractor on the job site. These work logs shall be supplied to EnviroNova by Contractor and must include:
  - 1. The name of each person, and description of the type of respiratory protection worn by each person entering containment or Work Area.
  - 2. Descriptions of meetings or discussions regarding the job, special or unusual events, records of daily containment inspections as required by 1926.1101(o)(2), records of waste removal from containment, the chart from the recording Manometer, and air monitoring results.
  - 3. EnviroNova shall examine Contractor's daily work log for completeness, and sign each page at the end of each shift.
  - 4. A copy of this daily work log, signed by Supervisor must be submitted to EnviroNova at the end of the project as a condition for completion.

### **1.1.3 Project Completion**

The project shall be deemed complete and Contractor released upon satisfaction of all terms and conditions of this specification, including:

- 1. All required forms, logs, and receipts and satisfactory completion of air testing and site inspection by EnviroNova.
- 2. A release letter shall be provided to Contractor by EnviroNova at this time.

### **1.1.4 Work Schedule**

Upon receipt of notification to proceed with a specific project by Owner, Contractor must file all notices to the applicable regulatory agencies, and obtain all required permits to perform the asbestos abatement. Contractor must submit to Owner a notarized affidavit that notifications have been sent to the applicable regulatory agencies, as well as a copy of the notification of asbestos abatement. Upon commencement of work, Contractor must complete the project within the time specified in the schedule.

### **1.1.5 Contractor Responsibilities**

- A. Contractor represents that Contractor and its Workers are experts in asbestos removal with full knowledge of, and compliance with, all applicable Federal, State, and Local rules, regulations, and guidelines governing asbestos removal as well as state-of-the-art removal techniques.
- B. Contractor must furnish all permits, labor, material, services, insurance, tools, equipment, and notifications in accordance with EPA, OSHA, State, and all other applicable agencies to complete removal of ACM/ACCM.

- C. Contractor must attend a pre-construction meeting to be held at a mutually agreeable time and date. Attending this meeting will be Owner, Contractor, Supervisor, and EnviroNova.
1. Abatement Contractor's Asbestos and Lead Supervisor assigned to Project must attend this meeting.
  2. All pre-construction submittals by Contractor will be reviewed at this meeting. Contractor shall be prepared to discuss and submit plans or documentation for:
    - a. Preparation of Work Area;
    - b. Personal protective equipment;
    - c. Historical air monitoring data that shows levels of airborne fibers on similar jobs in the past;
    - d. Employee training certificates;
    - e. Decontamination procedures;
    - f. Abatement methods and procedures;
    - g. Handling and disposal procedures for ACM/ACCM;
    - h. Final decontamination and cleanup procedures;
    - i. Sequence and schedule of work;
    - j. Emergency procedures;
    - k. Respiratory Protection Program including evidence of respiratory protection training and current respirator fit tests;
    - l. Owner's Safety requirements; and
    - m. Any site specific Owner requirements;
- D. There will be a final walk-through of the building and discussion of plans, anticipated problems, and areas of special concern.
- E. Should Contractor fail or be unable to execute the contract and complete the work for any reason, then Contractor shall be penalized in accordance with agreements stated in contract documents.
- F. Owner retains the right to stop work by and/or dismiss Contractor for any breach of specified procedures, including but not limited to airborne fiber levels exceeding 0.01 fibers/cc outside the containment. Dismissal of Contractor may also result in claims against Contractor in accordance with agreements stated in contract documents.
- G. Inspections: Inspections of Work Area will be made by EnviroNova at scheduled intervals during the course of the project. It is Contractor's responsibility to ensure that:

1. Work Area is initially cleaned and properly prepared for removal of ACM/ACCM.
  2. Asbestos-containing materials are being properly removed and disposed.
  3. Workers of Contractor are properly protected.
  4. All asbestos-containing materials have been removed and disposed in accordance with the procedures contained in these specifications and Scope-of-Work.
- H. The inspections will merely confirm that these conditions have been met. It is the sole responsibility of Contractor to correct any subsequent discoveries of inadequate initial cleaning, preparation, work procedures, or remaining ACM/ACCM encountered after an inspection, regardless of the outcome of such an inspection.
- I. Supervisory Personnel. Contractor must have an accredited Supervisor at each job site at all times, from mobilization to completion. Failure to have a Supervisor present shall result in termination of all asbestos abatement activities for the remainder of the day, or until an accredited Supervisor is again present. Contractor shall not begin work until an accredited Supervisor is present, and shall cease all work when Supervisor leaves the work site.
- J. Security of Containments. Contractor must secure all entrances to containments with a lockable plywood door. The door will be locked with a combination lock. The combination will be given to EnviroNova and Owner's Security Representative. When decontamination units are located on the exterior of buildings, Contractor must cover the exterior portion of decontamination unit with 2" plywood, or suitable optional material to be approved by EnviroNova and Owner.

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## 1.2. SUBMITTALS, NOTICES, RECORDKEEPING, AND REFERENCES

### 1.2.1 Submittals

**Note: At a minimum, the Contractor performing any and all work as part of this contract must have a California Contractors State License Board (CLSB) ‘B’ License Classification with an ‘ASB’ Certification AND be a California Department of Industrial Relations, Division of Occupational Safety and Health (DOSH) registered Contractor to perform any and all work as part of this contract. Copies of valid and current CSLB license and DOSH registration certificate are to be provided by the Contractor as part of the pre-job submittal. Contractors having endorsements, riders or qualifiers on any of their licenses such as (but not limited to) ‘for bidding purposes only’ etc. are ineligible to perform work as part of this contract.**

- A. Submit the following to the HPM for approval within ten (10) days of receiving the “Notice to Proceed” or at least ten (10) working days prior to the start of work. These submittals are in addition to those required in any other section(s) or sub-section(s) of these documents. This document shall be submitted by the Contractor performing the work and not by any other.
- B. Notifications. All notifications shall be current and valid throughout the duration of the project. Any material changes to the notification, i.e., the quantity of materials being removed, the physical materials being removed, the duration of the project, etc. shall require revisions to the regulatory agencies, with copies provided to the HPM on site. Copies of the written notification and confirmations at least to/from the following regulatory agencies will be required:
  1. Regional EPA and/or the local Air Quality Management District;
  2. California Division of Occupational Safety and Health (Cal/OSHA) - Temporary Worksite Notification for Asbestos and Methylenedianiline-related work;
  3. Air Resources Board Office (*if 1a above is not applicable*);
  4. Local Authority charged with the responsibility for the enforcement of Occupational Health & Safety, if any (*if 1b above is not applicable*);
  5. Any other agency as and when necessitated by prevailing regulation(s).
- C. Waste Haulers – copies of:
  1. Identification of the Waste Hauler(s) for both Hazardous and Non-Hazardous asbestos waste for this Project;
  2. California Department of Toxic Substances Control (or DTSC) Hazardous Waste Transporter registration for each Waste Hauler;
  3. California Department of Motor Vehicles (DMV) Motor Carrier Permit for each Waste Hauler;
  4. U.S. Department of Transportation (DOT) Registration and U.S. Environmental Protection Agency (EPA) acknowledgement of Notification of Hazardous Waste Activity for each Waste Hauler (*only required if waste is to be transported out of State*);
  5. Statement indicating that all waste generated on this specific site shall be transported by/disposed of by licensed, insured and certified personnel/locations; and

6. Statement that the types of Waste Containers being used for this Project will be accepted by the Waste Hauler(s) for the storage and transport of both Hazardous and Non-Hazardous waste.

D. Landfills – copies of:

1. Identification of the landfill(s) to be used for the disposal of both hazardous and non-hazardous asbestos containing waste generated at the project site;
2. Permits for the landfill(s) to be used for the disposal of both hazardous and non-hazardous asbestos waste generated at the project site;
3. Identification of the types of waste accepted at the landfill(s);
4. Identification of the types of waste profiling required by the landfill(s); and
5. Statement that the types of Waste Containers being used for this project will be accepted by the Landfill(s) for both hazardous and non-hazardous waste.

E. Licensure:

1. Current California Contractors State License Board (CSLB) License (minimum requirements are Class B and C-22 license) for any and all Contractor(s) or sub-contractor(s) involved in any facet of asbestos related work enumerated as part of this project;
2. Copy of the registration with the Division of Occupational Safety and Health, (Cal/OSHA) endorsement for Asbestos (ASB) work for any and all Contractor(s) or sub-contractor(s) involved in any facet of asbestos related work enumerated as part of this project; and
3. NOTE: Contractors having endorsements, riders or qualifiers on any of their licenses such as (but not limited to) ‘for bidding purposes only’ etc. are ineligible to perform work as part of this contract.

F. Work Plan. A detailed written asbestos work plan including, but not limited to, the following:

1. Identification of all Asbestos Scope-of-Work items that are part of this project;
2. Identification of entire work sequence (schedule) for this project, including specifics of materials being removed/stabilized and the correlation between Work Areas and types of work (Asbestos, Lead, PCB, etc. as applicable);
3. Identification of abatement duration;
4. Identification of dust control measures;
5. Identification of Work Area preparation;
6. Identification of construction of decontamination enclosure systems;
7. Identification of demarcation protocols. i.e., installation of barrier tape, barrier fence, asbestos signage, etc.;
8. Identification of Work Area isolation protocols;
9. Identification of Site specific asbestos containing materials removal procedures;
10. Identification of asbestos-containing/contaminated debris cleanup and disposal procedures;
11. Identification of personal protection equipment to be utilized;
12. Identification of waste handling, storage and disposal procedures; and
13. Identification of construction of chutes, if required for this project.

- G. HEPA Vacuums, HEPA Differential Pressure Unit air filtration devices, HEPA Filters and other local exhaust ventilation equipment. – copies of:
1. Manufacturer's certification that any and all HEPA Vacuums, HEPA Differential Pressure Unit air filtration devices, HEPA Filters and other local exhaust ventilation equipment to be used on this Project conform to ANSI Z9.2-79.
  2. Notification that required onsite testing has been scheduled for any and all HEPA Vacuums, HEPA Differential Pressure Unit air filtration devices, etc., to be used on this Project, to ensure that the filtration efficiency meets the criteria for HEPA-filtration devices, i.e., 99.97% efficiency at arresting mono-dispersed particulate matter greater than 0.03 micrometers in diameter.
- H. SDS – Contractor shall submit copies of the Material Safety Data Sheet, fire retardant certification or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for each surfactant, encapsulating material, spray glue, mastic removal agent, plastic sheeting, adhesive/duct tape, etc. or other chemicals/products for use on this Project, including the specific Worker protective equipment proposed for use with the material indicated.
- I. Personnel Documentation – copies of:
1. Identification of the Project's Asbestos Related Demolition Supervisor/Competent Person who meets the requirements of 29 CFR Part 1926.1101 and 8 CCR Part 1529 and is experienced in administration and supervision of asbestos abatement projects, including work practices, protective measures for building and personnel, disposal procedures, etc.
  2. Current and complete documentation that the Contractor's personnel performing asbestos removal, disposal, etc., operations have received training which meets the criteria of Federal EPA Model Accreditation Plan (40 CFR Part 763, Subpart E, Appendix C). Training certification shall be provided prior to the start of work involving asbestos abatement, for all of the Contractor's Workers, forepersons, and Asbestos-Related Demolition Supervisors/Competent Persons. Training shall meet the requirements of 29 CFR Part 1926.1101 and 8 CCR Part 1529 and the criteria of the Federal EPA Model Accreditation Plan (40 CFR Part 763, Subpart E, Appendix C). Training shall be provided prior to the time of job assignment and, at least, annually. Training will be compliant with all current Cal/OSHA requirements.
  3. Provide as part of the pre-job submittal a letter from the Contractor, signed by a responsible and authorized officer of the Contractor's company certifying the following – "This is to certify that all our personnel who may be exposed to airborne asbestos fibers are subject to current and valid medical monitoring in accordance with 29 CFR Part 1926.1101 and 8 CCR Part 1529 and they will receive continued medical surveillance, including monitoring their ability to work while wearing required respiratory protection without suffering adverse health effects as required by 29 CFR Part 1926.1101 and 8 CCR Part 1529 and by state and local regulations pertaining to such work. Furthermore, we certify that all relevant records shall remain valid and current throughout the project and that historical records will be retained by us, in accordance with 29 CFR Part 1926.1101." The Contractor may issue this letter and identify and list (by name) all of their Workers who will be on site for this project or, alternatively issue an individual letter per employee.
  4. Current and complete documentation of respirator fit-testing for Contractor, Workers and agents who must enter the Work Area. This fit-testing shall be in accordance with qualitative procedures as required by OSHA regulations or be quantitative in nature.

- J. Respirators and Filters – copies of manufacturer’s documentation and certification of NIOSH approvals for respiratory protective devices utilized on site, including manufacturer’s certification of NIOSH approval of respirator cartridges (organic vapor, acid gas, mist, dust, high efficiency particulate) and High Efficiency Particulate Air (HEPA) filtration capabilities for all cartridges and filters.
- K. Testing Laboratory. Submit the name, address and telephone number of the testing laboratory selected for analyzing personal air monitoring filters along with copies of certification that persons counting the samples have successfully completed NIOSH course #582 or a proven equivalent, that the lab has been judged proficient by successful participation in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing (PAT) Program.
- L. Site Specific Documentation – copies of:
  - 1. Identification of Work Area(s) at the site;
  - 2. Identification of the nearest medical facility and route map/directions to the medical facility;
  - 3. Emergency Contact Information and numbers for Emergency services as well as the Contractors’ emergency contact personnel and information;
  - 4. Identification of on-site emergency meeting location; and
  - 5. Identification and procedure for personnel accounting during an emergency.
- M. Contractor General Documents – copies of:
  - 6. General Injury & Illness Prevention Program in compliance with 26 CCR 3203;
  - 7. General Emergency Action Plan in compliance with 26 CCR 3220;
  - 8. General Fire Prevention Plan in compliance with 26 CCR 3221;
  - 9. Respiratory Protection Program in compliance with 26 CCR 5144; and
  - 10. Hazardous waste manifests, non-hazardous waste data forms, trip tickets and disposal receipts for asbestos waste materials removed from the Work Area must be received within 24 hours of the transport.
- N. Documents to be provided on-site throughout the duration of the project:
  - 1. Provide on a DAILY basis, prior to the start of the shift, results from the personal air samples collected during the abatement process of the prior shift.
  - 2. Provide on a DAILY basis, prior to the start of the shift, copies of the containment entry log pertaining to the abatement process of the prior shift.
  - 3. Provide on a DAILY basis, prior to the start of the shift, copies of the Manometer logs pertaining to the abatement process of the prior shift.
  - 4. Copies of Safety Data Sheets (SDS) for solvents, encapsulants, wetting agents, neutralizers and any other chemicals/products used on site and replacement materials, as necessary.
  - 5. Upon completion of all asbestos abatement activities, submit to the HPM, documentation that includes, without limitation, the following:
    - 6. Work Area entry/exit logbook. The logbook must record the name, affiliation, time in, and time out for each entry into the work site;

7. Safety Data Sheets (SDS) for solvents, encapsulant(s), wetting agents and replacement materials, as necessary;
8. OSHA required personal air monitoring results;
9. Accident/incident reports where injury or damage has occurred on or to the client's property, if any;
10. Safety Meeting Records;
11. Daily Reports and Containment Manometer Log(s); and
12. Personnel documents for any and all personnel on site at any time during the project.

### **1.2.2 Notices to Contractor**

The following section contains general notices applicable to Contractor for all asbestos abatement work for Owner.

#### **A. Employee Behavior**

1. All Contractor's Workers shall be freshly shaved on a daily basis prior to the commencement of each work shift. The Hazmat Project Manager can direct the shift Supervisor to have any and all Workers removed from the work site if the Hazmat Project Manager determines that Workers' facial hair may impede an adequate respirator seal.
2. Contractor must provide its Workers with a written policy of drug and alcohol abuse. No employee of Contractor shall be allowed to remain on Owner's property who is intoxicated by drugs (substance abuse) and/or alcohol, or who is observed using drugs or alcohol on Owner's property.
3. Contractor is expected to enforce its drug and alcohol abuse policy at all times while conducting business.
4. Weapons and other hazardous, dangerous, or otherwise disruptive items in the possession of Contractor or its Workers are not allowed on Owner's property.
5. Contractor and its Workers are required to display good manners at all times while on Owner's property. Complaints to EnviroNova or Owner regarding harassment, threatening behavior, poor personal hygiene, or use of profanity or offensive language by any employee of Contractor may result in the suspension of abatement activities until the behavior problem is corrected or employee is removed from Owner's property.

#### **B. Performance Standards:**

Contractor shall perform all asbestos removal using techniques and procedures recognized by the asbestos removal industry as being safe and effective in the control of fiber release during removal of ACM/ACCM. Contractor is expected to perform all removal, cleaning, and disposal operations in a manner that would meet final air clearance standards for analysis by Transmission Electron Microscope (TEM).

#### **C. Pay Requests: All requests for payment by Contractor must be submitted to the Owner directly.**



D. Analytical and Test Results:

1. Results of bulk sample analyses of ACM/ACCM pertaining to the scope of the asbestos abatement projects are available from Owner or EnviroNova at Contractor's request.
2. Results of background and previous air monitoring tests made by EnviroNova prior to commencement of work will be available from EnviroNova upon request prior to the beginning of asbestos removal project.
3. Results of final air tests analyzed by phase contrast microscopy (PCM) will be made available to Contractor within, at least, 24 hours of collection of the sample. Results of final air tests analyzed by transmission electron microscopy (TEM) will be made available within, at least, 48 hours of completion of collection of the sample. EnviroNova will make every reasonable effort to obtain these test results in a time and manner suitable to Contractor's work schedule.

E. Royalties and Patents:

All fees, royalties, and claims for any invention, or pretended invention, or patent on any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction of this work or appurtenances are hereby included in the prices stipulated in this contract for said work; Contractor hereby expressly binds himself or itself to indemnify and save harmless Owner from all such claims, fees, and from any and all suits and actions of every name and description that may be brought against Owner on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against Owner for the infringement of any and all patents or patent rights claimed by any person, firm or corporation.

F. Indemnification:

Contractor agrees to indemnify, defend, save and hold harmless Owner from all claims, demands, liabilities, and suits of any nature whatsoever to the extent they arise out of, or are due to the negligent or wrongful act or omission by Contractor or its Workers.

### **1.2.3 Record keeping**

- A. For each building where, ACM/ACCM has been removed, all records concerning removal of asbestos-containing materials shall be kept and a copy of these records given to EnviroNova at the completion of the asbestos removal project. EnviroNova shall submit all documentation to Owner.
- B. For each specific asbestos removal project, Contractor shall provide EnviroNova with a written description of the asbestos removal measure that shall include:
  1. Methods used;
  2. Location of removal project;
  3. Start and completion dates;
  4. Names and addresses of all Contractors (and sub-contractors) involved in the activity;
  5. State Asbestos Abatement License number; and
  6. The name and location of the disposal site.
- C. Furnish to EnviroNova a copy of training records for each Worker used by Contractor that shall include:

1. The person's name and job title;
  2. Date of completion of training;
  3. Location of the training; and
  4. Number of hours of training.
- D. For each asbestos removal project, the name, signature, state of accreditation, and accreditation number of each person performing the removal shall be recorded and given to EnviroNova.
- E. For each asbestos abatement project performed for Owner, Contractor shall certify that all asbestos-containing materials related to the Scope-of-Work have been removed and disposed of in accordance with all applicable federal, regional, state, and local regulations for asbestos abatement.

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## 1.2.4 Applicable Reference Documents

The most recent issue of each document is applicable. In case of overlapping jurisdiction of documents or regulations, the most stringent requirements are applicable. Applicable Regulations

### CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910	Occupational Safety and Health Standards for General Industry
29 CFR 1926	OSHA Construction Standards
29 CFR 1926.1101	Construction Standard for Asbestos, Tremolite, Anthophyllite & Actinolite

### U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) 40 CFR 61 Subpart A & B General Provisions

40 CFR 61 Subpart M	National Emission Standards for Hazardous Air Pollutants (NESHAP)
40 CFR 241	Guidelines for the Land Disposal of Solid Wastes
40 CFR 257	Criteria for Classification of Solid Waste Disposal Facilities & Practices
40 CFR 260	Hazardous Waste Management Systems: General
40 CFR 261	Identification & Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR 264	Standards for Owners of Hazardous Waste Treatment, Storage & Disposal Facilities
40 CFR 265	Interim Status Standards for Owners of Hazardous Waste Treatment, Storage & Disposal Facilities
40 CFR 268	Land Disposal Restrictions
40 CFR 763	Asbestos-Containing Materials in Schools Rule (AHERA)
40 CFR 763 Subpart G	Worker Protection Rule

### U.S. DEPARTMENT OF TRANSPORTATION (DOT)

49 CFR 171 & 172	Transportation of Hazardous Waste
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### AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) PUBLICATIONS

Z9.2-79	Fundamentals Governing the Design and Operation of Local Exhaust Systems
Z88.2-80	Practices for Respiratory Protection

### UNDERWRITERS LABORATORIES, INC. (UL) PUBLICATIONS

586-77 (R 1982)	Standard for Test Performance of High-Efficiency Particulate Air Filter Units
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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) PUBLICATIONS

- D 4240 Guide for Evaluation of Encapsulants for Friable Asbestos and Building Materials
- D 1331-56(R80) Surface and Interfacial Tension of Solutions of Surface Active Agents

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) PUBLICATIONS

- EPA 560/5-85-024 Guidance for Controlling Asbestos-containing Materials in Buildings

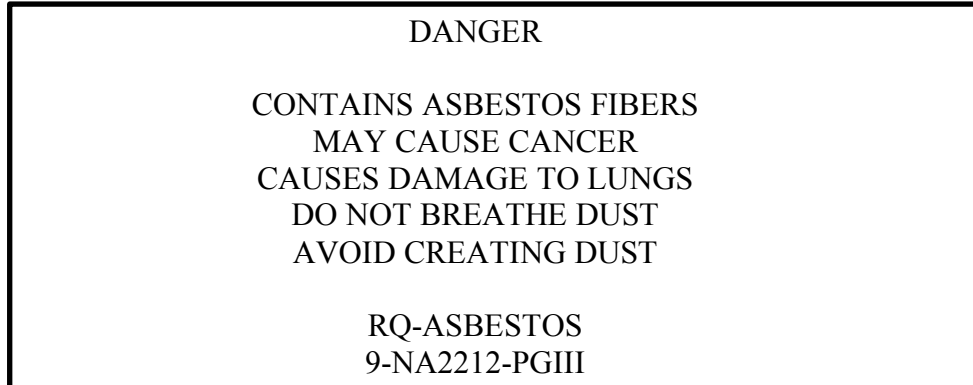
CALIFORNIA CODE OF REGULATIONS (CCR) PUBLICATIONS

- Title 8 CCR California Code of Regulations Title 22 Div 4 Chapter 30 Hazardous Waste Handling

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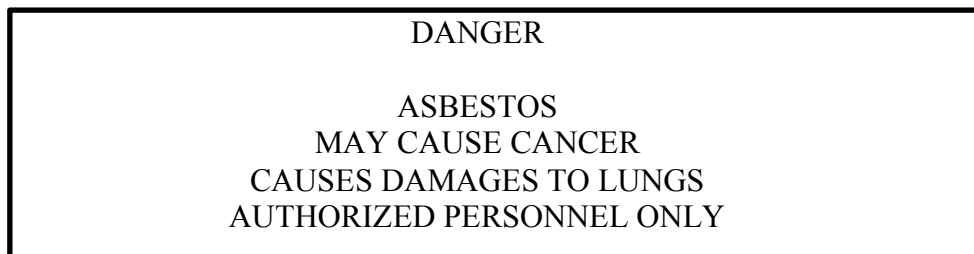
### 1.2.5 Warning Signs and Labels

Each disposal bag or waste container must be labeled with "Asbestos NA2212," the generator's name and location, and a class 9 label. Disposal bags shall be marked as follows:

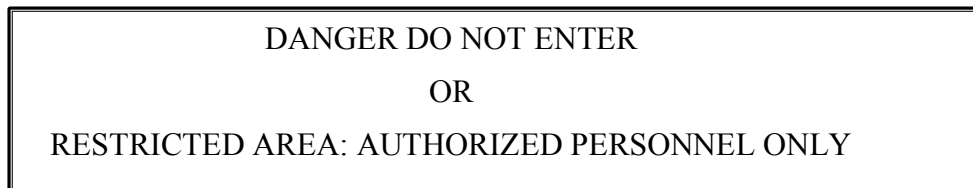


The transport container must have a Class 9 label with the asbestos ID number 2212 in an orange rectangular or white square on point display on all four sides of the container.

Warning signs shall be posted at all entrances to the Work Area and shall be labeled as follows:



Barrier tape (caution tape) shall be placed at all hallways and corridors that lead to the Work Area and will display the following:



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## **1.3 EQUIPMENT REMOVAL, SITE SECURITY, AND SITE CONDITIONS**

### **1.3.1 Equipment Removal Procedures**

Clean external surfaces of contaminated containers and equipment thoroughly by wet-cleaning with sponges, or use HEPA-filtered vacuum before moving such items into equipment decontamination unit washroom for final cleaning and removal to uncontaminated areas. Ensure that Workers do not leave Work Areas through equipment decontamination unit.

### **1.3.2 Site Security**

- A. Contractor shall provide site security during the hours when Supervisor and workers are on site at no additional cost to Owner. During the hours when Contractor is not on site, Owner will specify the time period during which security shall be required. Contractor may, at Contractor's option, employ a security service, or use Workers of Contractor. Owner may, at Owner's option, provide "off-time" site security.
- B. The entrance to the containment must be locked at all times that an employee of Contractor is not present at the entrance. If any windows and/or door are removed as a part of the work assigned to the Contractor, it is the Contractor's responsibility and at the Contractor's expense to secure these areas with plywood (or other acceptable material) door/window covers with locking devices as may be necessary.
- C. When decontamination units are located on the exterior of buildings, Contractor must cover the exterior portion of decontamination unit with 2" plywood, or other suitable material to be approved by EnviroNova and Owner.
- D. Contractor is responsible for all damages that result from the operation of Contractor's equipment or Workers within the building, except when specified by EnviroNova or his agent. Damages include, but are not limited to cleanup of any areas contaminated by Contractor during his work and all liquidated damages as stated and agreed to by Owner and Contractor as a result of Contractor's activities.

### **1.3.3 Site Conditions**

- A. Facilities: Domestic power and access to water will not be made available for Contractor's use for the duration of each specific abatement project. It is the Contractor's responsibility to supply power, water and Worker sanitation facilities for accomplishing the specified work. The Contractor is also responsible for supplying electricity for the monitoring and air clearance equipment utilized by EnviroNova throughout the duration of the project.
- B. Extent of initial cleaning: When EnviroNova has determined that friable or damaged asbestos-containing materials have contaminated or potentially contaminated equipment and surfaces in the Work Area, all exposed surfaces in Work Area that will be protected by fire-retardant polyethylene sheeting shall be thoroughly cleaned with HEPA-filtered vacuums and wet-cleaned prior to installation of fire-retardant polyethylene sheeting over these surfaces.
- C. Equipment storage: Arrangement for equipment storage will be made during pre-construction meeting.
- D. Dumpster location: Arrangements for location of dumpsters to be made at pre-construction meeting. All dumpsters used on asbestos abatement projects for Owner must be secured with

locks. Dumpsters must remain locked at all times while present on Owner's property, except when opened to receive waste. All debris boxes/dumpsters used on this project shall be hard sided including a hard lid, locked at all times when not in use and placed in an Owner designated location.

- E. Contractor parking: Arrangements for Contractor employee parking to be made at the pre-construction meeting.

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## 1.4 PERSONAL PROTECTION

### 1.4.1 Personal Protection

- A. Prior to commencement of work, the Workers must be instructed, knowledgeable, and accredited by an EPA-approved training facility on the hazards of asbestos exposure, on the use and fitting of respirators, on protective clothing, and on all aspects of work practices and protective measures. This training must comply with all regulations applicable to Worker training in the State of California, or State where the work will take place. All Workers must have evidence of current accreditation in their possession, or I.D. cards issued by an EPA-approved training agency. Workers having expired accreditation certificates will not be allowed in the Work Area.
- B. In accordance with 29 CFR 1926.150, Contractor shall supply fire extinguishers for use inside and outside the Work Area. Contractor shall ensure that all Workers have been instructed in the general principles of fire extinguisher use and the hazards involved with incipient stage firefighting.
- C. Respiratory Protection
  - 1. All Contractor's Workers shall be freshly shaved on a daily basis prior to the commencement of each work shift. The Hazmat Project Manager can direct the shift Supervisor to have any and all Workers removed from the work site if the Hazmat Project Manager determines that a Worker's facial hair may impede an adequate respirator seal.
  - 2. Provide Workers with personally issued and marked respiratory equipment approved by NIOSH and suitable for asbestos exposure level in Work Area.
  - 3. Half-mask, dual cartridge, air purifying respirators must be worn by all Workers during the preparation of Work Areas having friable ACM/ACCM. Respiratory protection will not be required for preparation of Work Areas having only non-friable ACM/ACCM (only if a negative exposure assessment for that activity has been determined). Workers may use respiratory protection when not required, if they so desire.
  - 4. A sufficient supply of respirator filters shall be maintained at the work site to provide new filters to Workers, Owner, authorized visitors, and government regulatory personnel throughout the duration of the Project. Filters shall be replaced according to the manufacturer's recommendations, when breathing becomes difficult, or if the filter becomes wet. At any time during on-site work activity, the Contractor shall maintain on-site and readily accessible three (3) new respirators, one in each size, small, medium and large along with the requisite filters/cartridges for the type of work being performed. These respirators will be kept in readiness for the Owner/Owner's representative or any governmental agency representative having jurisdiction over the project. Additionally, the Contractor shall make available to HPM two (2) sets of new North 7700 Series Respirator Filter Cartridges throughout the duration of the project. These filter cartridges shall be appropriate to the work being conducted on site i.e., P100 HEPA Cartridge and/or stacked P100 HEPA + Organic Vapor Cartridge, etc.
  - 5. If Contractor's Workers intend to use a respirator less efficient than a Powered Air Purifying Respirator (PAPR) for removal of friable ACM/ACCM, Contractor must make available air testing results that show that fiber levels for similar work performed in the past were less than 0.1 fibers/cc. When fiber counts in excess of 0.1 fibers/cc are anticipated, PAPR or Type C pressure demand respiratory equipment will be the minimum required respiratory equipment.



6. When respirators with disposable filters are employed, Contractor must provide sufficient replacement filters as required by the Worker or applicable regulations.
7. Contractor shall begin removal of friable surfacing or thermal insulation ACM/ACCM with all Workers in Work Area using PAPR or Type C supplied air respirators unless documentation is submitted to HazMat Project Manager that shows permissible levels of airborne fibers (1.0 fibers/cc or less) on similar jobs in the past. EnviroNova must approve all documentation in writing, before use of PAPR or Type C respirators can be waived.
8. Unless the Contractor can supply the HPM with acceptable historical personal air monitoring data collected within the last six (6) months for similar ACM (similar asbestos material, mineral composition and concentration), the material being removed utilizing similar techniques, by the same Workers; all work under this project, shall commence with all Workers utilizing, at a minimum, Powered Air Purifying Respirators (PAPR's). Once the site conditions, work practices and engineering controls being utilized have demonstrated to the satisfaction of the HazMat Project Manager that the average ambient fiber concentration inside the Work Area, collected over a minimum of two (2) consecutive work shifts, is less than 0.05 fibers per cubic centimeter of air, EnviroNova may permit the Contractor's Workers to downgrade to Half-face Negative Pressure Respirators.
9. In the event that subsequent air monitoring shows an increase in the ambient fiber concentration level at or above 0.05 fibers per cubic centimeter of air, the Hazmat Project Manager will require the use of PAPR's until the conditions listed above have been met.
10. The minimum respiratory protection throughout the project shall be Half-face Negative Pressure Respirators with a protection factor often (10) times the Permissible Exposure Limit.

#### D. Protective Clothing

1. All Workers of Contractor, and authorized visitors are required to wear protective clothing while inside Work Areas. The protective clothing must be worn properly. No modifications to the clothing may be made that exposes the wearer's skin, other than the hands and face. Protective clothing is to include steel toe safety shoes or rubber boots as applicable, hard hats, eye protection, hearing protection and appropriate gloves.
2. Contractor must provide Workers and authorized visitors with sufficient sets of protective full body clothing. Such clothing will consist of protective full body coveralls and headgear. Contractor must provide eye protection and hard hats to all Workers and authorized visitors, when required by applicable safety regulations.
3. Non-disposable protective clothing and footwear must be left in equipment room until the completion of the asbestos abatement work. At this time, such items must be disposed of as ACM/ACCM, or must be thoroughly cleaned of all ACM/ACCM. Disposable protective clothing, headgear, and footwear may be provided.
4. The use of canvas or leather footwear is strictly prohibited in contaminated areas or Work Areas. All authorized Workers must wear rubber boots, or other approved footwear that is easily decontaminated. Footwear must be approved by EnviroNova.

- E. Provide and post, in equipment room and clean room, the decontamination procedures, work procedures, and personal protection procedures to be followed by Workers, as described in these specifications.
- F. Provide and post, in clean room, a map and clearly marked route of the location of the nearest hospital, telephone, applicable emergency phone numbers, and any other emergency information and procedures for this work.
- G. Worker Protection Procedures
  - 1. Each Worker and authorized visitor must, upon entering the job site: remove street clothing in clean room and put on a respirator with functional filters and clean protective clothing before entering equipment room or Work Area. Workers intending to re-wear contaminated protective clothing stored in equipment room must enter equipment room wearing only respirators (Workers will be permitted to wear tight-fitting, nylon swimsuits beneath their protective clothing).
  - 2. Each Worker and authorized visitor must, each time they leave Work Area:
    - a. Remove gross contamination from clothing with a HEPA-filtered vacuum before leaving Work Area.
    - b. Proceed to equipment room, remove all clothing except respirators and optional swimsuit, and proceed directly to shower room.
    - c. Wet the outside of the respirator with water while showering.
    - d. Remove the respirator and thoroughly shampoo and wash them.
    - e. If Worker intends to change filters, remove filters, wet them, and dispose of them in the container provided for this purpose.
    - f. Wash and rinse the inside of the respirator.
  - 3. After showering, each Worker and authorized visitor must:
    - a. Proceed directly to clean room, dry off, and dress in uncontaminated street clothes at the end of each day's work, or before eating, smoking, or drinking.
    - b. Before re-entering Work Area from clean room, each Worker and authorized visitor must put on a respirator equipped with functional filters and must dress in clean protective clothing.
  - 4. Workers intending to re-wear contaminated protective clothing stored in equipment room must enter equipment room wearing only respirators and optional swimwear.
  - 5. Workers removing waste containers from equipment decontamination unit must enter holding area from outside wearing a respirator and dressed in clean protective clothing. No Worker shall use this unit as a means to leave or enter washroom or Work Area.
  - 6. Workers must not eat, drink, smoke, chew gum or tobacco, or apply cosmetics at the worksite except outside the controlled area. Smoking will not be permitted in the buildings or on the property at any time.

#### H. Type C Air Supplied System:

1. When a Type C Supplied Air System is to be used, the following specifications apply:
  - a. Grade D Air: Compressed air must be at least Grade D quality. Certification of Grade D air quality must be supplied by an independent testing lab after the system has been installed on site.
  - b. Compression: When supplied air is required, compressors shall be used throughout removal project to generate the air supply. The following specifications apply to compressor procedures:
    1. Compressor Shut Down: Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sounded if any of the following occur:
    2. Carbon Monoxide (CO) concentrations exceed 5 ppm/v in the air line between the filter bank and backup air supply,
    3. Compressor temperature exceeds normal operating range.
    4. Compressor Location: Locate compressor in a location that will not impede access to the building and that will not cause a nuisance by virtue of noise, exhaust gases, or fumes to neighboring buildings.
    5. Air Intake: Locate air intake remotely from any source of automobile exhaust or any exhaust from motors or buildings.
  - c. Purification: Supplied air must be purified using the following system of equipment:
    1. After cooler;
    2. A coalescing filter;
    3. Two adsorption filters consisting of:
    4. A molecular sieve to remove water vapor;
    5. An activated charcoal filter
    6. A mechanical filter capable of removing particles greater than 10 microns in diameter; and
    7. A carbon monoxide monitor equipped with a visual and audible alarm.
  - d. Storage: Provisions must be made to store a volume of air sufficient for safe exit from Work Area in the event of compressor failure. Stored air may not be necessary when respirators are equipped with a HEPA egress filter. HEPA egress filters may be used for emergency egress only in asbestos abatement containments.
  - e. Delivery: The air supply system must deliver air at a pressure sufficient to meet the respirator manufacturer's flow requirements. Any air-line respirators chosen must be of the Positive Pressure, Pressure Demand type, and approved by NIOSH. No unapproved respirators may be used at any time. The maximum air-line length must not exceed 300 feet, and maximum inlet pressure at the mask must not exceed 125 psi.

#### I. Protection from Heat Stress:

In Work Areas where heat stress to Workers is inevitable, such as roofs and hot mechanical rooms Contractor must provide adequate work breaks in cool areas outside Work Area, and/or body vests with ice pack inserts, depending on the site conditions.

## **SUB-SECTION 2.0 LABOR, MATERIALS, AND EQUIPMENT**

### **2.1 MATERIALS**

- A. Contractor must furnish all labor, materials, equipment, and sub-contractors necessary for removal and disposal of ACM in a manner consistent with these specifications. These materials include but are not limited to:
1. Plastic (Polyethylene) Sheeting: Provide 6-mil thickness or greater polyethylene sheeting as specified in sizes to minimize the frequency of joints. Fire retardant polyethylene sheeting is required.
  2. Tape: Provide two inch (2") or wider duct tape capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheets to finished or unfinished surfaces of dissimilar materials. Duct tape shall be capable of adhering under both dry and wet conditions, including use of amended water.
  3. Spray Cement: Provide aerosol based spray cement specifically formulated to stick tenaciously to sheet polyethylene.
  4. Surfactant: Provide a 50 percent polyoxyethylene ether and 50 percent polyoxyethylene ester, or equivalent and mix with water to provide a concentration of one ounce surfactant to 5 gallons of water.
  5. Impermeable Containers: Provide impermeable containers suitable to receive and retain any asbestos-containing or contaminated materials until disposal at Disposal Site labeled in accordance with OSHA Regulation 29 CFR 1910.1101, DOT 49 CFR 171-177, Title 8 CCR and BAAQMD. Containers must be both air and watertight and must be resistant to damage and rupture. Plastic bags shall be a minimum of 6-mil thick.
  6. Warning Labels and Signs: Provide warning labels and signs as required by OSHA Regulation 29 CFR Part 1910.1101, Title 8 CCR Part 1529 and the local air pollution agency, as required.
  7. Other Materials: Provide all other materials, such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the Work Area.
  8. Solvents used for the removal of resilient flooring mastics/adhesives shall be low-odor. Regardless of the solvent utilized, the Contractor may have the waste profiled for RCRA composition by the HPM. All costs involved with this testing shall be borne directly by the Contractor and not by the Owner.
- B. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.
- C. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
- D. Damaged or deteriorated materials shall not be used and must be removed from the premises. Material that becomes contaminated with asbestos must be disposed of in accordance with the applicable regulations.

## 2.2 TOOLS AND EQUIPMENT

- A. Provide suitable tools for asbestos removal, including but not limited to scrapers, brushes, razor knives, wrenches, tools for constructing containment and decontamination units, brooms, carts, and safety equipment.
- B. Provide suitable air moving and exhaust equipment, including but not limited to:
  - 1. A method for maintaining pressure differential of 0.02 inches of water column inside containment than outside;
  - 2. HEPA-filtered vacuums;
  - 3. Recording Manometers for monitoring the pressure inside containment relative to outside; and
  - 4. Portable lighting and power supplies as necessary.
- C. No equipment shall cause suspension of ACM within Work Area or discharge of asbestos fibers outside of Work Area.
- D. Electricity, Water and Sanitation Facilities.

**ELECTRICITY, WATER AND SANITATION FACILITIES ARE THE CONTRACTORS' RESPONSIBILITY.** The Owner will not provide electricity, water and sanitation (toilet) facilities. It is the Contractors' responsibility to furnish all power, water and sanitation requirement for the project. All costs associated with these facilities are to be built in to the Contractor's base cost.

**Additionally, it is the Contractor's duty and responsibility to provide the HPM with all of their electricity requirements, in each Work Area, for the HPM to run their air sampling and other equipment. This supply of electricity is to be maintained uninterrupted for the entire duration of the project.**

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## SUB-SECTION 3.0 EXECUTION

This section applies to the preparation, removal, cleanup, and disposal of asbestos-containing materials that are friable, non-friable, and mastic materials. Refer to SUB-SECTION 4.0 for SPECIAL PROCEDURES to be used for removal of exterior roofing materials, exterior asbestos cement panels, glove bag removal, mini-containment, and decontamination of contaminated areas.

### 3.1 PREPARATION

This part is intended to be used as a general specification for preparation of Work Area for any particular asbestos abatement project for Owner. Consult the Scope-of-Work for each individual building for more specific preparation requirements.

#### 3.1.1 General and Full Containment Procedures

Proper preparation of the Work Area prior to asbestos abatement is crucial. While these buildings are vacant and will be demolished, CAL/OSHA and BAAQMD regulations require that a containment is built for Class 1 and Class 2 procedures. Therefore, the general aspects of preparation of the Work Area, as required by Owner for this project are discussed below:

- A. Critical Barriers: All asbestos abatement work involving friable ACM/ACCM and non-friable ACM/ACCM shall require the installation of critical barriers at all penetrations to the Work Area. Any and all HVAC vents (supply or return) that are inside the Work Area shall be sealed with a minimum of two layers of 6-mil polyethylene and tape. Removable components of the HVAC system shall be removed, HEPA-Vacuumed and wet-wiped prior to being tagged and placed in 6-mil plastic bags and removed from the Work Area. Removed components shall be stored securely.
- B. HVAC and Electrical Shut Down: HVAC systems serving the Work Area must be either shut down or temporarily capped on all asbestos abatement projects. Electrical systems serving the Work Area shall be shut down and secured, or special provisions with Owner must be made to ensure the safety of abatement Workers while asbestos abatement is performed. All electrical equipment used by Contractor in the Work Area must be protected by GFI circuits. The electrical supply to the Work Area must be located outside the containment. All electrical and HVAC system alterations or shut-downs shall be performed in conjunction with and at the direction of the Owner, occupant and facility manager.
- C. Pre-Cleaning: When EnviroNova has determined that friable or damaged asbestos-containing materials have contaminated or potentially contaminated equipment and surfaces in the Work Area, Contractor must HEPA vacuum and wet-wipe these items before application of protective covering.
- D. Polyethylene Sheeting: In general, all fixed objects and all (*architectural*) surfaces within (*in*) the Work Area must be protected from contamination during asbestos removal or from damage from application of encapsulants after asbestos removal. In certain instances, EnviroNova and Owner may not require a covering for walls, floors, or ceilings if the wall, floor, or ceiling material is smooth, non-porous, easily cleaned, and will not be aesthetically affected or damaged by application of amended water and encapsulants.
- E. Pressure Differential: All Work Areas must be placed under a pressure differential of at least minus 0.02 inches of water column, with respect to outside areas, prior to disturbance of asbestos-containing materials. The pressure differential equipment utilized shall be, at a minimum, capable of performing four (4) complete air exchanges per hour. For the purposes of this project, each pressure differential unit shall be evaluated at 75% of the manufacturer's rated capacity. For example, if the

manufacturer's rated capacity for a differential pressure unit is 2,000 cfm., for the purpose of this project, that particular unit will be evaluated as having a maximum capacity of 1,500 cfm.

- F. The Contractor shall provide the necessary equipment to maintain the required minus 0.02 inches of water column PLUS 20% additional equipment in the event of equipment malfunction Work Area changes, etc. The unused equipment shall be tested, installed in the Work Area, sealed and kept in a state of readiness to be brought on line, if necessary, in a very short period of time.

### **3.1.2 Preparation for Asbestos Containing Materials / Asbestos Containing Construction Material (ACM/ACCM); Full Containment Procedures**

#### **A. Preparation**

1. Post warning signs and barrier tape in and around Work Area as required by all applicable regulatory agencies, and restrict access to Work Area to Workers approved by Contractor or EnviroNova.
2. Shut down electric power when necessary. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electric code requirements. Use ground-fault interrupter circuits (GFIC) at all temporary power sources in Work Area. Locate power source for temporary power panels and electrical equipment outside Work Area. All modifications to the electrical power systems must be performed by a licensed electrician. Additional precautions shall be taken when enclosing live electrical panels or circuit breaker boxes. A rigid enclosure shall be built around the panels and covered with 6-mil plastic with a minimum of 12 inches of clearance or as indicated on the panel. This enclosure shall be kept under positive pressure using a HEPA-filter equipped device (i.e., vacuum, differential pressure machine, etc.) to keep the panel adequately ventilated. All electrical panels or breaker boxes inside the Work Area shall be accessible to the Workers within the area and access to them shall not be blocked or restricted. The location and usage of these panels shall form a part of the Contractors' emergency plan and shall also be discussed as a part of the periodic site safety meeting. All electrical equipment used within the containment shall be routed through ground-fault interrupter circuits (GFIC).
3. Shut down and isolate heating, cooling and ventilating air systems to prevent contamination and fiber dispersal to other areas of the structure. During the work, vents within Work Area must be sealed with, at least, tape and fire-retardant polyethylene sheeting, unless otherwise indicated in the Scope-of-Work.
4. Clean supply and return air grilles, remove filters and dispose of filters as ACM.
5. Clean moveable objects and carpeting within the proposed Work Areas using HEPA-filtered vacuums and/or wet-cleaning methods as appropriate, and remove such objects from Work Area to a suitable temporary location.
6. Clean fixed objects within the proposed Work Area using HEPA-filtered vacuums and/or wet-cleaning methods as appropriate, and enclose objects with 6- mil fire-retardant polyethylene sheeting sealed with tape.
7. Clean proposed Work Areas using HEPA-filtered vacuums or wet-cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters must not be used.
8. Seal off all openings, including but not limited to: corridors, doorways, elevators, skylights, ducts, grills, diffusers, and any other penetrations of Work Areas. Doorways and corridors that will not be used for passage during work must be sealed with critical barriers. These seals must be left in place until final air testing is complete and the results received and approved. The Work Area may require

isolation from occupied areas of the building as determined by the Owner and/or EnviroNova. This isolation may include the construction of rigid or “hard barriers”.

9. Hard barriers shall be constructed of wood or metal framing to support barriers in all openings larger than 4 feet by 8 feet (4’x8’). Plywood or drywall sheets shall be affixed to the work side of the barrier. The Work Area side of the hard barrier shall be covered with a double layer of 6-mil plastic sheeting sealed in place. The other side of the hard barrier shall be covered with a single layer of 6-mil plastic sheeting sealed at the ceiling, walls and floor level. The entire barrier shall be airtight and may require a “smoke test” to confirm its integrity. Allowances must be made for emergency exits.
10. Cover surfaces in the proposed Work Area, which do not require asbestos removal, with fire-retardant polyethylene sheeting in the following manner:
  11. Cover walls or erect temporary walls with 2 layers of (4-mil minimum thickness) fire-retardant polyethylene sheeting sealed with tape. This sheeting must be secured by staples and tension nails as necessary to maintain the integrity of containment throughout removal and testing process. The two layers of fire-retardant polyethylene sheeting must be placed so the upper layer can be removed without damaging the integrity of the lower layer.
  12. Cover floors with 2 layers of (6-mil minimum thickness) fire-retardant polyethylene sheeting sealed with tape, when appropriate. The floor covering must extend at least twelve inches (12”) up the wall to contain leakage. The wall covering must overlap the floor covering.
  13. Cover ceilings or erect temporary ceilings with 2 layers of (4-mil minimum thickness) fire-retardant polyethylene sheeting, sealed with tape, when appropriate. This sheeting must be secured in a manner that shall maintain the integrity of containment throughout removal and testing.
  14. For Work Areas that do not have an adequately flat surface, or have extensive mechanical and/or electrical fixtures attached to the ceiling, Contractor shall perform initial cleaning of the exposed surfaces at the ceiling prior to removal, and perform wet-cleaning and HEPA-vacuums during final cleanup. The ceiling area shall be encapsulated prior to final air testing.
  15. Cover, isolate, or remove and clean ceiling-mounted objects, such as lights and other items not previously sealed off, or covered, that interfere with asbestos abatement. Use localized water spraying or HEPA-filtered vacuums during fixture removal to reduce fiber dispersal.
  16. Maintain marked emergency and fire exits from Work Areas, or establish alternative exits satisfactory to the fire code.
  17. Adequate illumination for the entire Work Area shall be provided for the entire duration of the project, during the working hours of the project shall be maintained until final clearance results are obtained.
  18. The Contractor shall secure all windows and access points to the Work Area to prevent against break-ins and vandalism.
  19. Two (2) Activated Charcoal Filters shall be used on each differential pressure units in the Work Area. The first of the two Activated Charcoal Filters shall be placed between the pre-filter and the secondary filter on the machine. The second Activated Charcoal Filters shall be similar to the secondary air filters employed on the differential pressure units and shall be placed between units’ secondary filter and the HEPA filter. All pre-filters, secondary filters and Activated Charcoal Filters shall be replaced on site prior to the commencement of any on-site filter/unit challenge testing.
  20. Provide a minimum of two (2) easily accessible view ports to each Work Area. The view ports shall be a minimum of 18” x 18” clear, see-through plastic or plexiglass with no scratches, tape or glue marks that would impede viewing of the Work Area from an uncontained area. The Contractor shall refer to the Owner and/or EnviroNova for the location of the view ports. It may be necessary for the



Contractor to provide additional view ports to ensure that all sections of the Work Area are visible from an uncontaminated area at all times.

## **B. Decontamination Units**

1. Use pre-constructed decontamination units or build suitable framing and line with double layer of fire-retardant polyethylene sheeting sealed with tape at all lap joints in the fire-retardant polyethylene sheeting for all containments and decontamination unit rooms.
2. Construct a Worker decontamination unit contiguous to Work Area consisting of three totally enclosed rooms as follows:
  - a. An equipment room with two curtained doorways, one to Work Area and one to shower room.
  - b. A shower room with two curtained doorways, one to equipment room and one to clean room. Shower room must contain at least one shower with hot and cold water for each 10 persons in the Work Area. Water must be mixed at point of use (29 CFR 1910.141).
    - 1) Careful attention must be paid to shower room to ensure against leaking of any kind and to insure proper drainage of shower water. There must be no standing water in the shower stall or shower room. Ensure a supply of soap, shampoo and clean disposable towels at all times in shower room.
    - 2) Waste water must be filtered through a medium that is capable of removing suspended particles of a diameter greater than or equal to 3 microns. Filtered waste water must be discharged into public sanitary sewer systems. Discharge of filtered water onto surface soil, asphalt, concrete, or any other porous surface shall not be permitted.
    - 3) Permits from local state and federal government agencies, the local water pollution control district, public sanitary sewer entity, etc. will be required on site prior to any filtered waste water being discharged from the Work Area or the decontamination unit's shower system. Under no circumstances shall waste water (filtered or otherwise) be discharged into a storm water drain or runoff.
    - 4) Filtration devices' filter element or accumulation tank contents shall be removed, manifested and disposed of as friable Asbestos Containing Material at the Contractors' expense.
  - c. A clean room with one curtained doorway into shower room and one entrance or exit to non-contaminated areas of the building. Clean room must have sufficient space for storage of the Worker's street clothes, towels, and other non-contaminated items.
3. When required or directed to by the Owner and/or EnviroNova, provide or construct an equipment decontamination unit consisting of two totally enclosed rooms as follows:
  - a. A washroom, consisting of an airlock, with a curtained doorway to a designated area of Work Area and a curtained doorway to holding area.
  - b. A holding area, consisting of an airlock, with a curtained doorway to an uncontaminated area.
  - c. When the uncontaminated area is an elevator, a lockable plywood door must also be constructed and placed in front of the elevator door to restrict access to the contaminated areas.

- d. Worker decontamination unit may be used as an equipment decontamination unit when deemed appropriate by EnviroNova.

### **C. Establish Pressure Differential and Ventilation**

Install HEPA-filtered differential pressure unit in Work Area to lower concentration of airborne fibers in Work Area and contain airborne fibers. All differential pressure units shall be challenge tested on site to verify the efficiency of the HEPA-Filtration Units to ensure that the units are filtering at a minimum of 99.97% efficiency for mono-dispersed particulate 0.3 micrometers in diameter. Challenge testing shall be performed using DOP or equivalent by persons conversant and experienced in the usage and testing of HEPA filtration units. Testing certificates shall be presented on site to EnviroNova or affixed to the machines. No differential pressure unit or other HEPA-filter equipped equipment shall be used on site until and unless it has been tested and passed this challenge test.

1. All Work Areas must be placed under a pressure differential of at least minus 0.02 inches of water column, with respect to outside areas, prior to disturbance of asbestos-containing materials. The pressure differential equipment utilized shall be, at a minimum, capable of performing four (4) complete air exchanges per hour. For the purposes of this project, each pressure differential unit shall be evaluated at 75% of the manufacturer's rated capacity. For example, if the manufacturer's rated capacity for a differential pressure unit is 2,000 cfm., for the purpose of this project, that particular unit will be evaluated as having a maximum capacity of 1,500 cfm. The Contractor shall provide the necessary equipment to maintain the required minus 0.02 inches of water column PLUS 20% (or a minimum of one machine – whichever is greater) additional equipment in the event of equipment malfunction Work Area changes, etc. The unused equipment shall be tested, installed in the Work Area, sealed and kept in a state of readiness to be brought on line, if necessary, at very short notice.
2. Locate HEPA-filtered exhaust units so that make-up air enters Work Area through decontamination unit, or other suitable source of make-up air. Place HEPA-filtered exhaust units as far as possible from the entrance/exit or other make-up air sources.
3. Exhaust ducts shall be attached plywood cut-outs and placed through opening window, door, or wall, then sealed with tape and vented to the outside of the building. Exhausts ducts shall not be placed adjacent to ventilation or HVAC units. The plywood cut-outs shall be attached to the building securely to prevent entry, theft or vandalism to the Owners' property.
4. Start HEPA-filtered exhaust units prior to removal and continue operating continuously until final air clearance of Work Area has been successfully obtained.
5. Replace air filters in HEPA-filtered exhaust unit when the unit's Manometer indicates that a pressure drop across the filters exceeds 1.0 inch of water, replace pre-filter first, then the secondary filter and finally the HEPA filter.
6. HEPA-filtered exhaust units will be inspected daily by EnviroNova to ensure proper maintenance, and correct placement of filters. The inspection results will be noted in EnviroNova's daily logs.
7. Pressure differential recorders (Manometers) equipped with an acceptable method of self-recording, i.e., circular recorders, strip charts, print-out, etc. are required in each Work Area to monitor the pressure difference between the Work Area and the ambient conditions in the surrounding areas. The recording system shall be accurate to the nearest 0.001 inches of

water column differential and be equipped with a functioning audible alarm that sounds if the difference becomes less than minus 0.020-inches water column. The recorders must be calibrated prior to their use and re-calibrated on a daily basis prior to the commencement of the work shift. The daily record produced by the machine is to be marked with the project name, location, date, and time handed over to EnviroNova or the Owner's on-site representative at the conclusion of each work shift.

8. When pressure differential system is shut down at the end of the project, the filters must be left in HEPA-filtered exhaust unit and HEPA-filtered vacuums, and openings on these items must be sealed with polyethylene sheeting and duct tape. Exhaust tubes and vacuum tubes for the HEPA-filtered unit must be sealed with duct tape in double bags or two (2) layers of fire-retardant polyethylene sheeting. Filters on these pieces of equipment must not be replaced after final cleanup is complete to avoid any risk of re-contaminating the area.

#### **D. Separation of Work Areas from Occupied Areas**

1. Maintenance of Containment:
  - a. Ensure that barriers and fire-retardant polyethylene sheeting are effectively sealed and taped. Repair damaged barriers and sheeting, and remedy defects immediately upon discovery. Maintenance is to continue until clearance to dismantle containment is given by EnviroNova.
  - b. Supervisor shall frequently inspect containment during each work shift. Any breaks, breaches, delamination of plastic sheeting, etc., shall be repaired instantly.
  - c. Monitor effectiveness of barriers with recording Manometer. A pressure differential must be maintained at all times, prior to the first disturbance of ACM/ACCM and ending only when final air testing results show that fiber concentrations are acceptable by whichever method has been specified in the Scope-of-Work for final air clearance. In the event that pressure differential falls below minus 0.020-inches water column all removal activity in the Work Area shall cease and the Contractor shall devote all resources to tracing and rectifying the fall in pressure prior. Removal shall be suspended until minus 0.020-inches water pressure is restored and permission has been obtained from EnviroNova to recommence the removal. While pressure is being restored the Contractor shall direct that accumulated waste in the Work Area be bagged and the Work Area be cleaned.
2. Asbestos abatement work shall not be permitted until:
  - a. Documentation for all on-site supervisors and Workers has been submitted to, reviewed and accepted by EnviroNova. Supervisor and Worker documents include current training certification(s), current medical surveillance certification and current respirator fit-testing certification. One copy of each of the aforementioned documents is to be submitted to EnviroNova or their representative along with a copy of the notification to Cal/OSHA and the local air pollution control district, if required. A second copy is to be maintained on-site by the Supervisor. It is the Supervisors' responsibility to maintain current on-site documentation for all personnel substitutions or alterations.
  - b. **All HEPA-filter equipped differential pressure units and vacuum cleaners have been challenge tested and passed on site and are certified for use.** Di (2-

- ethylhexyl) phthalate (DOP, DEHP) POLY-ALPHA OLEFIN (PAO) or an equivalent challenge agent must be used to certify all HEPA filter equipped units.
- c. Arrangements have been made for the transportation and disposal of waste at the selected and approved landfill, as identified in Contractor submittals.
  - d. Arrangements have been made to contain, filter or properly dispose of contaminated waste water. Permits from local state and federal government agencies, the local water pollution control district, public sanitary sewer entity, etc. will be required on site prior to any filtered waste water being discharged from the Work Area or the decontamination unit's shower system. Under no circumstances shall water (filtered or otherwise) be discharged into a storm water drain or runoff.
  - e. Waste water must be filtered through a medium that is capable of removing suspended particles of a diameter greater than or equal to 3 microns. Filtered waste water must be discharged into public sanitary sewer systems. Discharge of filtered water onto surface soil, asphalt, concrete, or any other porous surface shall not be permitted.
  - f. Decontamination units are in place and the Work Area is effectively isolated from the remainder of the building.
  - g. All other preparatory steps have been taken and applicable notices posted and permits obtained.
  - h. Only when all of the above conditions have been met will Contractor be allowed to begin the disturbance of any ACM/ACCM. An inspection of each containment by EnviroNova will be performed prior to the start of removal. Removal shall not be performed until the condition of each containment is approved by EnviroNova.

### **3.2. ASBESTOS REMOVAL**

This section is intended to be used as a general specification for asbestos removal in Work Area for any particular asbestos abatement project for Owner. Consult the Scope-of-Work for each individual building for more specific asbestos removal requirements.

Removal of vinyl floor tile (or equivalent) and/or its associated adhesive/mastic shall be removed by manual means without the use of any electro-mechanical device unless the Contractor can prove that it is operationally infeasible to remove the material(s) manually. Infeasible, in this instance, shall not include fiscal or schedule considerations.

For the purposes of these specifications and for this project, the use of mechanical means for the removal of any materials, mastics or adhesives shall render the removal to be construed as that of a friable material. All containment, personal protection, removal and disposal means, methods, local, state and federal regulations for friable materials removal shall be observed and adhered to. If solvents are used for the removal of mastics, adhesives, etc., in addition to the procedures enumerated herein, all of the solvent manufacturer's procedures are also to be followed pertaining to transportation, storage, use, personal protective equipment requirements, disposal, etc. Solvents used shall be low-odor. All solvent waste material shall be placed in impervious barrels prior to being removed from the Work Area. In the event of a conflict between these specifications and those of the solvent manufacturer's, the more stringent shall apply. Depending on the chemical composition of the materials being removed, and the SDS of the solvent used, the ensuing amalgam of the solvent and the ACM/ACCM containing material may require disposal as a RCRA hazardous waste. Regardless of the solvent utilized, the

Contractor may have the waste profiled for RCRA composition by the HPM. All costs involved with this testing shall be borne directly by the Contractor and not by the Owner.

### **3.2.1 Asbestos Removal, Friable Materials**

- A. Prepare site as per section 3.1.1 and 3.1.2. In areas where ACM/ACCM is greater than 2" thick, wetting would begin the day before removal is to take place.
- B. The use of mechanical means for the removal of any material (including but not limited to putty, caulks, mastics, adhesives, etc.) shall render the removal to be construed as that of a friable material under this contract. All containment, personal protection, removal and disposal means, methods, local, state and federal regulations for friable materials removal shall be observed and adhered to.
- C. Spray asbestos material with amended water using spray equipment capable of providing a mist application to reduce the release of fibers. Saturate friable material sufficiently to wet the substrate without causing excessive wetting, dripping, or delamination of the material.
- D. Spray the asbestos material repeatedly during removal process to maintain wet condition and minimize asbestos fiber dispersion. The spraying must not be used as a technique to remove or dislodge ACM/ACCM.
- E. Remove saturated asbestos material in small sections. As it is removed, the saturated asbestos material shall be packed in plastic bags of 6-mil minimum thickness and placed in appropriately labeled (29 CFR 1926.1101(k)(8)(iii)) container for transport. Fixtures designated for total demolition may be wrapped in double layers of 6-mil plastic, appropriately labeled and placed in labeled containers for transport. The Contractor shall adhere to disposal authorities' size and weight requirements for containers (bags or packages).
- F. If solvents are used for the removal of mastics, adhesives, etc., in addition to the procedures enumerated herein, all of the solvent manufacturer's procedures are also to be followed pertaining to transportation, storage, use, personal protective equipment requirements, disposal, etc. Solvents used shall be low-odor. All solvent waste material shall be placed in impervious barrels prior to being removed from the Work Area. In the event of a conflict between these specifications and those of the solvent manufacturer's, the more stringent shall apply. Depending on the chemical composition of the materials being removed, and the SDS of the solvent used, the ensuing amalgam of the solvent and the ACM/ACCM containing material may require disposal as a RCRA hazardous waste. Regardless of the solvent utilized, the Contractor may have the waste profiled for RCRA composition by the HPM. All costs involved with this testing shall be borne directly by the Contractor and not by the Owner.

#### **Waste Load-Out Procedure**

1. Seal bags or containers. Clean external surfaces of containers thoroughly by wet cleaning in the designated area of Work Area that is part of equipment decontamination unit.
2. Move containers to washroom, wet-clean each container thoroughly, and move to clean room area pending removal to uncontaminated areas. The material must be placed in a clean bag or container as it exits the equipment washroom and enters clean room area.
3. Ensure that containers are removed from clean room areas by Workers who have entered from uncontaminated areas, dressed in clean coveralls. Ensure that Workers do not enter from uncontaminated areas into washroom or Work Area. Ensure that contaminated Workers do not exit Work Area through equipment decontamination unit.

4. When disposal bags are used, the bagged material must be placed within a second bag in the equipment decontamination unit. The second, outer bag must be labeled with all applicable warnings, including DOT labeling. Double bagged material shall then be passed through clean room to a covered cart for removal from the building. When larger pieces of material are to be disposed of, the material must be wrapped in two (2) layers of fire-retardant polyethylene sheeting and properly labeled in the equipment decontamination unit.
5. All bags, containers and drums must be tagged with the manifest number and the numbering system provided by Owner, if any.

### **Secondary Removal**

1. After completion of gross removal work, all surfaces from which asbestos has been removed must be wet-brushed with a nylon or plastic brush and/or wet-cleaned by an equivalent method to remove all visible material. During this work the surfaces being cleaned must be kept wet.
2. EnviroNova will individually approve each area of encapsulation prior to commencement of encapsulation.
3. Encapsulant is to be applied only to surfaces from which ACM/ACCM has been removed and EnviroNova has approved. Encapsulation is not to be construed as a method for sealing dust on surfaces.

### **3.2.2 Asbestos Removal, Non-Friable Materials**

- A. Prepare site as per section 3.1.1 and 3.1.2.
- B. Wet non-friable material with amended water and remove with appropriate equipment. Dispose of material according to waste load-out procedure.
- C. Spray the asbestos material repeatedly during removal process to maintain wet condition and minimize asbestos fiber dispersion. The spraying must not be used as a technique to remove or dislodge ACM/ACCM.
- D. Remove saturated asbestos material in small sections. As it is removed, the saturated asbestos material shall be packed in plastic bags of 6-mil minimum thickness and placed in appropriately labeled (29 CFR 1926.1101(k)(8)(iii)) container(s) for transport. Fixtures designated for total demolition may be wrapped in double layers of 6-mil plastic, appropriately labeled and placed in labeled containers for transport. The Contractor shall adhere to disposal authorities' size and weight requirements for containers (bags or packages).
- E. If solvents are used for the removal of mastics, adhesives, etc., in addition to the procedures enumerated herein, all of the solvent manufacturer's procedures are also to be followed pertaining to transportation, storage, use, personal protective equipment requirements, disposal, etc. Solvents used shall be low-odor. All solvent waste material shall be placed in impervious barrels prior to being removed from the Work Area. In the event of a conflict between these specifications and those of the solvent manufacturer's, the more stringent shall apply. Depending on the chemical composition of the materials being removed, and the SDS of the solvent used, the ensuing amalgam of the solvent and the ACM/ACCM containing material may require disposal as a RCRA hazardous waste. Regardless of the solvent utilized, the Contractor may have the waste profiled for RCRA composition by the HPM. All costs involved with this testing shall be borne directly by the Contractor and not by the Owner.

### **Waste Load-out Procedure**

1. Seal bags or containers. Clean external surfaces of containers thoroughly by wet cleaning in the designated area of Work Area that is part of equipment decontamination unit.
2. Move containers to washroom, wet-clean each container thoroughly, and move to clean room area pending removal to uncontaminated areas. The material must be placed in a clean bag or container as it exits the equipment washroom and enters clean room area.
3. Ensure that containers are removed from clean room areas by Workers who have entered from uncontaminated areas, dressed in clean coveralls. Ensure that Workers do not enter from uncontaminated areas into washroom or Work Area. Ensure that contaminated Workers do not exit Work Area through equipment decontamination unit.
4. When disposal bags are used, the bagged material must be placed within a second bag in the equipment decontamination unit. The second, outer bag must be labeled with all applicable warnings, including DOT labeling. Double bagged material shall then be passed through clean room to a covered cart for removal from the building. When larger pieces of material are to be disposed of, the material must be wrapped in two (2) layers of fire-retardant polyethylene sheeting and properly labeled in the equipment decontamination unit.
5. All bags, containers and drums must be tagged with the manifest number and the numbering system provided by Owner, if any.

### **Secondary Removal**

1. After completion of gross removal work, all surfaces from which asbestos has been removed must be wet-brushed with a nylon or plastic brush and/or wet-cleaned by an equivalent method to remove all visible material. During this work the surfaces being cleaned must be kept wet.
2. EnviroNova will individually approve each area of encapsulation prior to commencement of encapsulation.
3. Encapsulant is to be applied only to surfaces from which ACM/ACCM has been removed and EnviroNova has approved. Encapsulation is not to be construed as a method for sealing dust on surfaces.

## **3.3 CLEANUP**

This part is intended to be used as a general specification for cleanup of Work Area for any particular asbestos abatement project for Owner. Consult the Scope-of-Work for each individual building for more specific cleanup requirements.

- A. Remove visible accumulations of asbestos material and debris. Wet-clean all surfaces within Work Area.
- B. Remove the upper layer of fire-retardant polyethylene sheeting from walls and floors only. The windows, doors, and HVAC vents must remain sealed and any HEPA-filtered exhaust units, air filtration, and decontamination unit must remain in place and in service.
- C. Clean all surfaces in Work Area and any other contaminated areas with wet-cleaning methods using amended water, and/or using HEPA-filtered vacuums. After cleaning Work Area, allow for settlement of dust, and again wet-clean or clean with HEPA-filtered vacuums, all surfaces in Work Area. After completion of the second cleaning operation, perform a complete visual inspection of Work Area to ensure that Work Area is free of dust and/or visible asbestos debris.

- D. Time for settlement of dust between initial cleaning and final cleaning will be determined by EnviroNova. Typical settling times for various types of ACM/ACCM are: 12-16 hours for friable materials, and 3-6 hours for non-friable materials.
- E. Sealed containers and all equipment in use in Work Area must be included in the cleanup and must be removed from Work Area via equipment decontamination unit, at an appropriate time in the cleaning sequence.

### **3.4 INSPECTIONS AFTER REMOVAL**

This part is intended to be used as a general specification for inspections of Work Area for any particular asbestos abatement project for Owner. Consult the Scope-of-Work for each individual project for more specific inspection requirements.

#### **3.4.1 Inspections After Removal (see also SUB-SUB-SECTION 5.1)**

- A. If EnviroNova finds visible accumulations of asbestos debris in Work Area after the completion abatement, Contractor shall repeat wet-cleaning until Work Area compliant, at Contractor's expense.
- B. When an inspection by EnviroNova in the presence of Contractor determines that the area is free of accumulations of dust and visible asbestos debris and the final air clearance has been met, decontamination unit shall be removed, the area thoroughly wet-cleaned, and materials from equipment room and shower room disposed of as contaminated waste.
- C. A final inspection will be carried out by EnviroNova in the presence of Contractor to ensure that no dust or debris remains on surfaces as a result of dismantling operations.

### **3.5 DISPOSAL**

This part is intended to be used as a general specification for disposal of asbestos-containing materials for any particular asbestos abatement project for Owner. Consult the Scope-of-Work for each individual building for more specific disposal requirements.

#### **3.5.1 Disposal**

- A. Preparation and Security of Waste Holding Areas
  - 1. Prepare enclosed transport vehicles and/or enclosed dumpsters/containers with at least 2 layers of 6-mil fire-retardant polyethylene sheeting. The floor and interior wall surfaces shall be covered with one layer of 6-mil. plastic sheeting sealed with tape to a minimum height of 6 feet (6') above the floor surface or to the roof line of the waste container.
  - 2. Secure transport vehicles and dumpsters with padlocks. Dumpsters/containers and waste transport vehicles must be locked and appropriately labeled at all times while engaged in asbestos disposal on Owner's property, except when waste materials are being loaded into them.
- B. Storage and Disposal of Containers
  - 1. Containers of ACM/ACCM shall not be stored in uncontaminated areas, but must be moved directly from Work Area to a labeled, enclosed dumpster in enclosed carts.
  - 2. ACM/ACCM must be disposed of at the selected and approved disposal site in accordance with requirements of all applicable disposal authorities. Solvents used for the removal of resilient flooring mastics/adhesives shall be low-odor. All adhesives/mastics shall be disposed of as a



RCRA waste. Regardless of the solvent utilized, the Contractor may have the waste profiled for RCRA composition by the HPM. All costs involved with this testing shall be borne directly by the Contractor and not by the Owner.

3. Disposal documents and receipts must be submitted to EnviroNova prior to final clearance of Contractor.

C. Contractor must tag each container with a waste manifest label and a numbering system provided by Owner, if any.

D. Discharge of Waste Water

1. Waste water must be filtered through a medium that is capable of removing suspended particles of a diameter greater than or equal to 3 microns. Filtered waste water must be discharged into public sanitary sewer systems. Discharge of filtered water onto surface soil, asphalt, concrete, or any other porous surface shall not be permitted.
2. Permits from local state and federal government agencies, the local water pollution control district, public sanitary sewer entity, etc. will be required on site prior to any filtered waste water being discharged from the Work Area or the decontamination unit's shower system. Under no circumstances shall waste water (filtered or otherwise) be discharged into a storm water drain or runoff.
3. Filtration devices' filter element or accumulation tank contents shall be removed, manifested and disposed of as friable Asbestos Containing Material at the Contractors' expense.

## **SUB-SECTION 4.0 SPECIAL PROCEDURES**

This section is intended to be used as a general specification for special procedures for any particular asbestos abatement project for The Owner. Contractor should consult the Scope-of-Work for each individual building for more specific requirements pertaining to this section.

### **4.1 EXTERIOR ASBESTOS REMOVAL**

This part applies only to removal of non-friable exterior roofing materials, non-friable asphalt-based exterior mastic materials, or non-friable exterior asbestos cement panels. Where exterior components have a direct impact on the interior of the buildings or share a common surface with the interior of the building, or in the event of a conflict with interpretation, all procedures enumerated in Section 3 of these specifications shall apply.

#### **4.1.1 Personal Protection**

- A. Exterior work may be performed using half-mask, dual cartridge, air purifying respirators. Organic vapor cartridges placed in tandem with HEPA filters shall be required when any solvents or materials that produce vapors are used as part of the removal process
- B. All Workers engaged in exterior removal must wear disposable full body coveralls, disposable head covers, disposable footwear, hard hats, goggles and gloves as required by OSHA/Cal/OSHA for the complete protection of the Workers.
- C. Shoes may be worn for exterior work, provided the shoes are stored in sealed bags at the decontamination area at the end of the day, and properly decontaminated after completion of the work.

#### **4.1.2 Protection from Heat Stress**

In exterior areas where heat stress to Workers is inevitable, Contractor must provide frequent work breaks in cool areas outside Work Area, and/or body vests with ice pack inserts, depending on the site conditions.

#### **4.1.3 Decontamination Area**

- A. Locate decontamination areas in an exterior or interior area when access from the Work Area can be accomplished at ground level with exterior access.
- B. Contractor shall establish a decontamination area that is adjacent to the Work Area for the decontamination of Workers and their equipment.
- C. The area must be of sufficient size as to accommodate cleaning of equipment and removing personal protective equipment without spreading contamination beyond the area.
- D. Protective clothing must be cleaned with a HEPA-vacuum before it is removed.
- E. All equipment and surfaces of containers filled with ACM/ACCM must be cleaned prior to removing them from the equipment room or area.
- F. Contractor shall ensure that Workers enter and exit the Work Area through the decontamination area.

#### **4.1.4 Respirator Decontamination Facilities**

A respirator decontamination facility consisting of a water hose equipped with a spray nozzle, an adequate supply of 6-mil bags, and an adequate supply of disposable towels may be used in a remote section of Work Area so Workers may replenish body fluids with Gatorade, or a similar electrolyte replenishing drink.

- A. Each person who uses the respirator decontamination facility shall rinse the exterior of the respirator while holding head over an open 6-mil bag.
- B. After thoroughly rinsing the respirator each person shall wipe the excess water off the exterior of the respirator with a disposable towel, and dispose of the towel in the bag.
- C. After removing excess water from the exterior of the respirator, the respirator may be removed.
- D. Waste water that has accumulated in the rinse bag shall be disposed of as ACM or properly filtered in the decontamination area.

#### **4.1.5 Exterior Asbestos Removal**

- A. Provide suitable tools for removal of asbestos cement panels, roof felts, tar, and mastics. Roof cutters are permissible only when proper steps are taken to ensure dust-free removal conditions, and the building or facility Owner, EnviroNova and local regulatory agencies permit the use of such equipment.
- B. For asbestos cement panels, the perimeter of the Work Area shall be clearly delineated and labeled with caution tape. Prior to the start of any work prepare the surrounding area by clearing and cleaning all debris and trash to a minimum of ten feet (10') from the exterior Work Area. The surrounding areas shall then be covered with one layer of 6-mil plastic sheeting. The plastic sheeting shall be sized so that it will cover a drop area with a minimum of 10 feet (10') from the Work Area. Spray panels with amended water using spray equipment capable of providing a mist application to reduce the release of fibers. Saturate the material sufficiently to wet the material without causing excess dripping.
- C. Remove wet asbestos cement material in small sections. As it is removed wrap the material in 6-mil fire-retardant polyethylene sheeting and place in appropriately labeled (29 CFR 1926.1101(k)(8)(iii)) containers lined with 6-mil fire-retardant polyethylene sheeting and enclosed truck or closed dumpster for transport.
- D. Asbestos cement panels must be removed carefully and in complete sections. Breakage of the panels must be minimized, and must not be used as a method of removal without prior written approval of EnviroNova.
- E. For removing roofing material which contains ACM/ACCM Contractor shall ensure that the following work practices are followed:
  - 1. The perimeter of the building shall be clearly delineated and labeled with caution tape. Prior to the start of any work on the roof, prepare the surrounding area below by clearing and cleaning all debris and trash to a minimum of 15 feet (15') from the exterior walls of the building. The surrounding areas shall then be covered with one layer of 6-mil plastic sheeting. The plastic sheeting shall be sized so that it will cover a drop area with a minimum of 15 feet (15') from the exterior wall. The interior of the building shall be appropriately and adequately protected from debris that may fall through the roof decking during removal.

2. Roofing material shall be removed in an intact state to the extent feasible.
  3. Wet methods shall be used to remove roofing materials that are friable, or that will be rendered friable during removal, unless such wet methods are not feasible or will create safety hazards.
  4. Cutting machines, if permitted for use, shall be continuously misted during use, unless a competent person determines that misting substantially decreases Worker safety.
  5. 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 with a HEPA-filtered dust collector, or shall be HEPA vacuumed by vacuuming along the cut line.
  6. When removing built-up roofs with asbestos-containing roofing felts and a smooth surface using a power roof cutter, if permitted for use, the dust resulting from the cutting operation shall be collected either by a HEPA dust collector or HEPA vacuuming along the cut line, then carefully and completely wipe up the still-wet dust and debris left along the cut line.
- F. Asbestos-containing material that has been removed from a roof shall not be dropped or thrown to the ground.
1. 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.
  2. Any ACM/ACCM 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.
  3. Intact ACM/ACCM shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift.
- G. Upon being lowered, unwrapped material shall be transferred to a closed receptacle in such manner so as to preclude the dispersion of dust.
- H. Roof level heating and ventilation air intake sources shall be isolated after these ventilation systems have been shut down.
- I. After completion of removal work, all surfaces from which asbestos has been removed must be wet-cleaned, and the entire surface must be vacuumed with a HEPA-filtered vacuum.
- J. Any adhesive materials such as mastic, asphalt, or tar must be removed using a suitable (non-toxic) solvent. The residue must be bagged and properly disposed of as ACM. On porous or irregular surfaces where all traces of ACM/ACCM cannot be removed, encapsulant may be applied. Prior to encapsulation, however, these areas must be inspected and approved by EnviroNova.

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## **4.2 GLOVE BAG PROCEDURE**

The glove bag is a specialty procedure that shall be utilized only when specified in the Scope-of-Work of these specifications. Glove bag procedures may only be performed when access and preparation limit possibilities for removal. The procedure shall only be utilized when circumstances dictate this type of removal, as determined by EnviroNova.

### **4.2.1 Personal Protection**

- A. The glove bag procedure may be performed using half-mask, dual cartridge, air purifying respirators, provided Contractor shows previous, similar work has not produced airborne fiber levels in excess of 0.01 fibers/cc during the glove bag removal procedure. If the Contractor cannot produce the required negative exposure assessment, EnviroNova may require the Contractor's personal to utilize Powered Air Purifying Respirators (PAPR's).
- B. All Workers engaged in exterior removal must wear disposable full body coveralls, disposable head covers, disposable footwear, hard hats, goggles and gloves as required by OSHA/Cal/OSHA for the complete protection of the Workers.
- C. Shoes may be worn for exterior work, provided the shoes are stored in sealed bags at the decontamination area at the end of the day, and properly decontaminated after completion of the work.

### **4.2.2 Preparation for Glove Bag Procedure**

- A. Post warning signs and barrier tape in and around Work Area as required by all applicable regulatory agencies, and restrict access to Work Area to personnel approved by EnviroNova.
- B. Shut down electric power when necessary. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electric code requirements. Use ground-fault interrupter circuits (GFIC) at power receptacles in Work Area.
- C. Seal vents within Work Area with, at least, tape and fire-retardant polyethylene sheeting during the work.
- D. Cover moveable objects within the proposed Work Areas using 6-mil fire-retardant polyethylene sheeting, as appropriate, or remove such objects from Work Area to a suitable temporary location.
- E. Cover areas beneath and adjacent to the proposed work using 6-mil fire-retardant polyethylene sheeting, as appropriate. Cover scaffolding with at least one layer of 6-mil fire-retardant polyethylene sheeting, when appropriate.
- F. Prepare curtained doorways at entrances to and exits from Work Area.

### **4.2.3 Decontamination Room or Area**

- A. Contractor shall establish an equipment room or area that is adjacent to the glove bag Work Area for the decontamination of Workers and equipment contaminated with asbestos. The decontamination area shall consist of an area covered by an impermeable drop cloth on the floor or horizontal working surface, and be of sufficient size as to accommodate cleaning of equipment and removing personal protective equipment without spreading contamination beyond the area.
- B. Workers may use double suits, or decontaminate a single suit with a HEPA-filtered vacuum. Before leaving Work Areas, each Worker must remove and dispose of the outer suit (if double suits are used) and dispose of this suit in a suitable container (Sub-Section 3.0 Execution, Section 3.5.1 Disposal), or thoroughly vacuum the suit using a HEPA-filtered vacuum (if single suits are used) before leaving the glove bag Work Area to enter decontamination room or area.
- C. All equipment and surfaces of containers filled with ACM/ACCM must be cleaned prior to removing them from the decontamination room or area.
- D. Contractor shall ensure that Workers enter and exit the regulated glove bag Work Area through the decontamination room or area.

### **4.2.4 Separation of Work Areas from Occupied Areas**

- A. Maintenance of Critical Barriers
  - 1. Ensure that barriers and fire-retardant polyethylene linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery. Maintenance is to continue until clearance to remove critical barriers is given by EnviroNova.
  - 2. Supervisor shall visually inspect critical barriers continually for the duration of each work shift.
- B. Asbestos abatement work shall not begin until:
  - 1. Documentation for all on-site Supervisors and Workers has been submitted to, reviewed and accepted by EnviroNova. Supervisor and Worker documents include current training certification(s), current medical surveillance certification and current respirator fit-testing certification. One copy of each of the aforementioned documents is to be submitted to EnviroNova or their representative along with a copy of the notification to Cal/OSHA and the local air pollution control district, if required. A second copy is to be maintained on-site by the Supervisor. It is the Supervisors' responsibility to maintain current on-site documentation for all personnel substitutions or alterations.
  - 2. All HEPA filter equipped differential pressure units and vacuum cleaners have been DOP tested and passed on site and are certified for use.
  - 3. Arrangements have been made for the transportation and disposal of waste at the selected and approved landfill, as identified in Contractor submittals.
  - 4. Decontamination units are in place and the Work Area is effectively isolated from the remainder of the building
  - 5. All other preparatory steps have been taken and applicable notices posted and permits obtained.

6. Only when all the above conditions have been met will Contractor be allowed to begin the disturbance of any ACM/ACCM. An inspection of each containment by EnviroNova will be performed prior to the start of removal. Removal shall not be performed until the condition of each containment is approved by EnviroNova.

#### **4.2.5 Asbestos Removal**

- A. Install glove bag according to manufacturer's recommendations, and in accordance with 29 CFR 1926.1101(g) (5) (ii).
- B. Cut covering on insulation along the top seam to allow wetting of the insulation, and cut cover all around section to be removed.
- C. Remove ACM/ACCM in small sections. Lower the insulation carefully in the bottom of the glove bag. Do not drop material. One glove bag must be used for each section of ACM/ACCM to be removed. Sliding or re-use of a single glove bag is strictly prohibited. Use appropriate size bag for the dimensions of the material to be removed to ensure economy of materials.
- D. Prior to removal of the glove bag, ensure that all surfaces from which asbestos has been removed are clean of all visible material, and that the upper portion of the bag is clean of all visible waste. Spray all surfaces and tools in the glove bag with amended water. Wipe all sections of pipe with rag or appropriate material. Wipe upper section of bag as well.
- E. Use appropriate encapsulant on all surfaces inside the bag. Cover exposed insulation remaining on pipes with wet table fiberglass or other suitable material. Duct tape is not suitable for this purpose.
- F. Place tools inside sleeves of glove bag and isolate from interior of glove bag. Collapse bag using HEPA-filtered vacuum. Squeeze and twist bag at mid-level to isolate waste from upper portion of bag. Seal bag with duct tape or locking ties. Vacuum the unsealed upper portion. Keep the HEPA-filtered vacuum connected until the glove bag is removed. Cut the glove bag along the top and sides, then remove from pipe. Cut off isolated sleeves containing any tools or supplies from the bag and place in bucket of water. Clean the tools in equipment room of decontamination unit. Place the glove bag inside a 6-mil waste bag and seal the top of the waste bag by "goose necking" it and sealing it with duct tape.
- G. Disposal of glove bag, material, and wastewater (see Sub-Section 3.0 Execution, Section 3.5.1 Disposal).

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### **4.3. MINI-CONTAINMENT PROCEDURE**

The mini-containment may be specified in certain instances, such as removal of ACM/ACCM from a small ventilation system or from a short length of duct where a glove bag may not be appropriate to adequately contain the asbestos fibers during removal. The procedure shall only be utilized when circumstances dictate this type of removal, as determined by EnviroNova.

#### **4.3.1 Personal Protection**

- A. The mini-containment procedure may be performed using half-mask, dual cartridge, air purifying respirators, provided Contractor shows previous, similar work has not produced airborne fiber levels in excess of 0.01 fibers/cc during mini-containment removal procedures in the past. If the Contractor cannot produce the required negative exposure assessment, EnviroNova may require the Contractor's Workers to utilize Powered Air Purifying Respirators (PAPR's).
- B. All Workers engaged in exterior removal must wear disposable full body coveralls, disposable head covers, disposable footwear, hard hats, goggles and gloves as required by OSHA and Cal/OSHA for the complete protection of the Workers.
- C. Shoes may be worn for this work, provided the shoes are stored in sealed bags at the decontamination area at the end of the day, and properly decontaminated after completion of the work.

#### **4.3.2 Preparation for Mini-Containment Procedure**

- A. Post warning signs and barrier tape in and around Work Area as required by all applicable regulatory agencies, and restrict access to Work Area to personnel approved by EnviroNova.
- B. Shut down electric power when necessary. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electric code requirements. Use ground-fault interrupter circuits (GFIC) at all power receptacles in Work Area. Locate power source for electrical equipment outside Work Area.
- C. Seal off all openings, including but not limited to: vents, ducts, grills, diffusers, and any other penetrations of Work Area within mini-containment with, at least, tape and fire-retardant polyethylene sheeting.
- D. When appropriate, clean moveable objects within the proposed Work Areas using HEPA-filtered vacuums and/or wet-cleaning methods as appropriate, or remove such objects from Work Area to a suitable temporary location.
- E. When appropriate, clean fixed objects within the proposed Work Area using HEPA-filtered vacuums and/or wet-cleaning methods as appropriate, and cover objects with 6-mil fire-retardant polyethylene sheeting.
- F. Construct mini-containment using a single layer of fire-retardant polyethylene sheeting placed over a temporary frame constructed with 2"x 4" lumber, PCV tubing or other suitable material, as determined by EnviroNova. When permanent walls are present, and will suffice for containment barriers, cover walls and ceilings with a single layer of fire-retardant polyethylene sheeting.



- G. Construct a decontamination room contiguous to the mini-containment consisting of a single layer of fire-retardant polyethylene sheeting attached to 2"x 4" lumber, PCV tubing or other suitable material, as determined by EnviroNova. The decontamination room shall be of sufficient size as to accommodate cleaning of equipment and removing personal protective equipment, and shall have curtained doorways at the entrance to Work Area and exit to uncontaminated areas.
- H. Place HEPA-filtered vacuum or low-volume HEPA-filtered exhaust unit in such a manner that a pressure differential can be established in the change room.
- I. Doorways and corridors outside the mini-containment that will not be used for passage during work must be barricaded with barrier tape.

### **4.3.3 Decontamination Room or Area**

- A. Contractor shall establish an equipment room or area that is contiguous with the mini-containment Work Area for the decontamination of workers and equipment contaminated with asbestos. The decontamination area shall consist of an area covered by an impermeable drop cloth on the floor or horizontal working surface, and be of sufficient size as to accommodate cleaning of equipment and removing personal protective equipment without spreading contamination beyond the area.
- B. Workers may use double suits, or decontaminate a single suit with a HEPA-filtered vacuum. Before leaving Work Areas each worker must remove and dispose of the outer suit (if double suits are used) and dispose of this suit in a suitable container (see Sub-Section 3.0 Execution, Sub-section 3.5.1 Disposal), or thoroughly vacuum the suit using a HEPA-filtered vacuum (if single suits are used) before leaving the decontamination room.
- C. All equipment and surfaces of containers filled with ACM/ACCM must be cleaned prior to removing them from the decontamination room or area.
- D. Contractor shall ensure that Workers enter and exit the regulated mini-containment Work Area through the decontamination room or area.

### **4.3.4 Separation of Work Areas from Occupied Areas**

- A. Contractor shall ensure that barriers and fire-retardant polyethylene linings are effectively sealed and taped. Damaged barriers shall be repaired and defects remedied immediately upon discovery. Maintenance is to continue until clearance to remove mini-containment is given by EnviroNova.
- B. Asbestos abatement work shall not begin until:
  1. Arrangements have been made for disposal of waste at the selected and approved landfill, as identified in Contractor submittals.
  2. Mini-containment and decontamination unit are in place and Work Area is effectively isolated from the remainder of the building.
  3. All other preparatory steps have been taken and applicable notices posted and permits obtained.
  4. Only when all the above conditions have been met will Contractor be allowed to begin disturbance of ACM/ACCM. An inspection of the mini-containment by EnviroNova will be performed prior to the start of removal. No removal shall be performed until the condition of the mini-containment is approved by EnviroNova.

### **4.3.5 Asbestos Removal**

- A. Mist materials with amended water and remove materials in small sections. Place in bag immediately.
- B. Wipe down exposed surfaces with amended water and rags.
- C. Seal bags or containers. Clean external surfaces of containers thoroughly by wet-cleaning in the mini-containment. 4.3.6 Waste Load-out Procedure (see SUB-SUB-SECTION 3.2.1, Paragraph E, Waste Load Out Procedures, Steps 1-5).

### **4.3.6 Cleanup and Encapsulation**

- A. After completion of removal work, all surfaces from which asbestos has been removed must be brushed and/or wet-cleaned by an equivalent method to remove all visible material. During this work the surfaces being cleaned must be kept wet with solvent, unless otherwise noted in the Scope-of-Work
- B. EnviroNova will individually approve each area for encapsulation in writing prior to commencement of encapsulation.
- C. Encapsulant is to be applied only to surfaces from which ACM/ACCM has been removed and shall not be used as a method for sealing dust on surfaces.

## **4.4 DECONTAMINATION OF CONTAMINATED AREAS**

In the event that an area of a building is determined by EnviroNova or The Owner as being contaminated with asbestos dust or debris, the area must be decontaminated using the procedures included in this part of the specification.

### **4.4.1 Personal Protection**

- A. All Workers entering an area that is visibly contaminated with assumed, suspected, or known ACM/ACCM must wear half-mask, dual cartridge, air purifying respirators and protective clothing to install temporary barriers and begin preparation of the contaminated area.
- B. When area or personal air samples indicate a level of airborne fibers to be in excess of 0.1 fibers/cc, all Workers in the contaminated area must use PAPR until fiber concentrations are consistently measured below 0.1 fibers/cc.
- C. When area or personal air samples indicate a level of fiber concentrations to be in excess 1.0 fibers/cc, all Workers in the contaminated area must use a PAPR or Type C, pressure demand respirator until fiber concentrations are measured below 1.0 fibers/cc.
- D. All Workers entering the contaminated area must wear protective clothing and use decontamination units upon leaving the contaminated area.

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## 4.4.2 Preparation

- A. Immediately shut down and isolate heating, cooling and ventilating air systems to prevent contamination and fiber dispersal to other areas of the structure. Adequately wet all visible asbestos debris in the contaminated area. Cover vents within the contaminated area with tape and fire-retardant polyethylene sheeting.
- B. Seal off contaminated area with temporary barriers constructed with 6-mil fire-retardant polyethylene sheeting.
- C. Construct curtained doorway for temporary access to contaminated area.
- D. Construct a worker decontamination unit contiguous to the contaminated area consisting of three totally enclosed rooms as follows:
  - 1. An equipment room with two curtained doorways, one to the contaminated area and one to shower room.
  - 2. A shower room with two curtained doorways, one to equipment room and one to clean room. Shower room must contain at least one shower with hot and cold water. Water must be mixed at point of use (29 CFR 1910.141).
  - 3. Careful attention must be paid to shower room to ensure against leaking of any kind and to ensure proper drainage of shower water. There must be no standing water in the shower stall or shower room. Insure a supply of soap at all times in shower room.
  - 4. Waste water must be filtered through a medium that is capable of removing suspended particles of a diameter greater than or equal to 3 microns. Filtered waste water must be discharged into public sanitary sewer systems. Discharge of filtered water onto surface soil, asphalt, concrete, or any other porous surface shall not be permitted. Permits from local state and federal government agencies, the local water pollution control district, public sanitary sewer entity, etc. will be required on site prior to any filtered waste water being discharged from the Work Area or the decontamination unit's shower system. Under no circumstances shall waste water (filtered or otherwise) be discharged into a storm water drain or runoff.
  - 5. A clean room with one curtained doorway into shower room and one entrance or exit to uncontaminated areas of the building. Clean room must have sufficient space for storage of the workers street clothes, towels, and other uncontaminated items.
- E. Seal off all openings, including but not limited to: corridors, doorways, elevators, skylights, ducts, grills, diffusers, and any other penetrations to the contaminated areas. Doorways and corridors that will not be used for passage during work must be sealed with barriers. The seals on these barriers are critical to the integrity of containment and must be left in place until final air testing is complete and the results received and approved.

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### 4.4.3 Establish Pressure Differential

- A. Install HEPA-filtered differential pressure unit in Work Area to lower concentration of airborne fibers in Work Area and contain airborne fibers. All differential pressure units shall be challenge tested on site to verify the efficiency of the HEPA Filtration Units to ensure that the units are filtering at a minimum of 99.97% efficiency for mono-dispersed particulate 0.3 micrometers in diameter. Challenge testing shall be performed using DOP or equivalent by persons conversant and experienced in the usage and testing of HEPA filtration units. Testing certificates shall be presented on site to EnviroNova or affixed to the machines. No differential pressure unit or other HEPA filter equipped equipment shall be used on site until and unless it has been tested and passed this challenge test.
- B. All Work Areas must be placed under a pressure differential of at least minus 0.02 inches of water column, with respect to outside areas, prior to disturbance of asbestos-containing materials. The pressure differential equipment utilized shall be, at a minimum, capable of performing four (4) complete air exchanges per hour. For the purposes of this project, each pressure differential unit shall be evaluated at 75% of the manufacturer's rated capacity. For example, if the manufacturer's rated capacity for a differential pressure unit is 2,000 cfm., for the purpose of this project, that particular unit will be evaluated as having a maximum capacity of 1,500 cfm. The Contractor shall provide the necessary equipment to maintain the required minus 0.02 inches of water column PLUS 20% (or a minimum of one machine – whichever is greater) additional equipment in the event of equipment malfunction Work Area changes, etc. The unused equipment shall be tested, installed in the Work Area, sealed and kept in a state of readiness to be brought on line, if necessary, at very short notice.
- C. Locate HEPA-filtered exhaust units so that make-up air enters Work Area through decontamination unit, or other suitable source of make-up air. Place HEPA-filtered exhaust units as far as possible from the entrance/exit or other make-up air sources.
- D. Exhaust ducts shall be attached plywood cut-outs and placed through opening window, door, or wall, then sealed with tape and vented to the outside of the building. Exhaust ducts shall not be placed adjacent to ventilation or HVAC units. The plywood cut-outs shall be attached to the building securely to prevent entry, theft or vandalism to the Owners' property.
- E. Start HEPA-filtered exhaust units prior to removal and continue operating continuously until final air clearance of Work Area has been successfully obtained.
- F. Replace air filters in HEPA-filtered exhaust unit when the unit's Manometer indicates that a pressure drop across the filters exceeds 1.0 inch of water, replace pre-filter first, then the secondary filter and finally the HEPA-filter.
- G. HEPA-filtered exhaust units will be inspected daily by EnviroNova to ensure proper maintenance, and correct placement of filters. The inspection results will be noted in EnviroNova's daily logs.
- H. Pressure differential recorders (Manometers) equipped with an acceptable method of self-recording, i.e., circular recorders, strip charts, print-out, etc. are required in each Work Area to monitor the pressure difference between the Work Area and the ambient conditions in the surrounding areas. The recording system shall be accurate to the nearest 0.001 inches of water column differential and be equipped with a functioning audible alarm that sounds if the difference becomes less than minus 0.020-inches water column. The recorders must be calibrated prior to their use and re-calibrated on a daily basis prior to the commencement of the work shift. The daily record produced by the machine is to be marked with the project name, location, date, and time handed over to EnviroNova or the Owner's on-site representative at the conclusion of each work shift.

- I. When the pressure differential system is shut down at the end of the project, the filters must be left in HEPA-filtered exhaust unit and HEPA-filtered vacuums, and openings on these items must be sealed with polyethylene sheeting and duct tape. Exhaust tubes and vacuum tubes for the HEPA-filtered unit must be sealed with duct tape in double bags or two (2) layers of fire-retardant polyethylene sheeting. Filters on these pieces of equipment must not be replaced after final cleanup is complete to avoid any risk of re-contaminating the area.

#### **4.4.4 Decontamination of Contaminated Surfaces**

- A. Clean moveable objects and carpeting within the contaminated areas using HEPA-filtered vacuums and/or wet- cleaning methods as appropriate, and remove such objects from the contaminated area to a suitable temporary location. Refer to Sub-Section 5.0 Inspections, Section 5.4(B) for Re-Establishment of Object and Systems.
- B. Clean fixed objects, including ceiling and wall fixtures, within the contaminated area using HEPA-filtered vacuums and/or wet-cleaning methods as appropriate.
- C. Clean all exposed surfaces in the contaminated area using HEPA-filtered vacuums or wet-cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA-filters shall not be used.

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## **SUB-SECTION 5.0 INSPECTIONS, PROJECT MANAGEMENT, AIR MONITORING AND COMPLETION**

### **5.1 INSPECTIONS**

This section is intended to be used as a general specification for inspections, air monitoring, and completion for any particular asbestos abatement project for the Owner. Consult the Scope-of-Work for each individual building, for more specific requirements pertaining to this section, if any.

#### **5.1.1 Inspections Prior to and During Work**

- A. Contractor shall make all Work Areas available to inspection throughout the project.
- B. Each Work Area will be inspected by EnviroNova accompanied by Contractor:
  - 1. Immediately after initial cleaning has been completed and prior to the application of fire-retardant polyethylene sheeting to exposed surfaces.
  - 2. Immediately prior to the commencement of removal of ACM/ACCM (after preparation of Work Area is complete).
  - 3. Periodically throughout the project.
  - 4. After removal is complete but prior to the application of any encapsulant to the exposed substrates, and pre-encapsulation air testing.
- C. Regular inspections of the HEPA-filtered ventilation system will be performed by EnviroNova to ensure filters are excessively loaded with particulate debris, and are properly seated in HEPA-filtered exhaust units. If deemed necessary by EnviroNova, the Contractor will be required to change the filters.

#### **5.1.2 Inspection of Non-Asbestos Containing Materials**

EnviroNova may inspect all materials from Work Area that are being disposed of as Non-asbestos Containing Materials.

#### **5.1.3 Final Visual Inspections**

- A. A final visual inspection will be made after all Contractors' materials have been removed from Work Area and all removal, encapsulation, disposal, and related work is completed.
- B. Work Area must be well lighted for inspection by EnviroNova. Insufficient lighting may result in delay of the final visual inspection.
- C. All fire-retardant polyethylene sheeting must be removed from Work Area, with the exception of critical barriers, and decontamination unit. HEPA-filtered exhaust units must remain operational, and pressure differential maintained until final clearance by TEM or PCM is obtained.

## **5.2 PROJECT MANAGEMENT**

### **5.2.1 Project Management**

- A. The Owner will employ EnviroNova to conduct on-site Project Management for all phases of the asbestos abatement work.
- B. EnviroNova will be responsible for:
  - 1. Approval of all submittals by Contractor, including pay requests.
  - 2. Conducting all inspections at the job site, as required. Monitoring job site performance and progress.
  - 3. Performing all personal, area, and final air testing throughout the course of each project. Personal testing by EnviroNova will be for the Owner's use and records only. The Contractor is responsible for collecting all personal samples as may be required by these specifications, local, state and federal regulations, etc.
  - 4. Submitting final report to the Owner that will include all documents, logs, charts, photographs, and test results pertaining to each project.

## **5.3 AIR MONITORING**

### **5.3.1 General**

- A. The Asbestos Contractor is responsible for the personal air sampling. All other air sampling will be performed by EnviroNova. Personal, area, and pre-encapsulation air samples will be analyzed by an NVLAP accredited laboratory using NIOSH method 7400 using phase contrast microscopy (PCM) or by an individual possessing a valid NIOSH-582 equivalency qualification. If deemed appropriate be EnviroNova, PCM may be used for final air testing.
- B. Final air samples will be analyzed by a laboratory accredited by NVLAP for Transmission Electron Microscopy (TEM), using the AHERA Mandatory Transmission Electron Microscopy Method in Appendix A of 40 CFR 763, subpart E.

### **5.3.2 Background Air Testing**

- A. Background Air Testing will be carried out by EnviroNova prior to initiation of work by Contractor in order to establish background levels of contamination.
- B. If air monitoring, during work by Contractor, shows an increase in airborne fiber concentrations outside containment system, work shall cease until the source of the contamination is found and remedied to EnviroNova's satisfaction. Any areas that have been contaminated as a result of Contractor's work shall be cleaned by Contractor at their expenses and without impact to the schedule agreed to by the Owner and the Contractor.

- C. Background air samples will be analyzed by PCM. TEM analysis of questionable samples will be made available at the expense of Contractor should he request it. All such requests are to be made in writing.

### **5.3.3 Personal Air Sampling**

- A. The personal air monitoring will consist of:
  - 1. An 8 hour Time Weighted Average (TWA) for samples collected on 25% of the work force during each eight hour shift for the duration of the project.
  - 2. Continuous personal monitoring to be conducted during preparation, removal, and final cleanup, unless Type C pressure demand respiratory protection is used.
  - 3. Excursion Limit or Short Term Exposure Limit (STEL) sampling shall be performed during all phases of the asbestos abatement project to establish the STEL for each job function. The STEL shall be for a duration of 30 minutes and be collected midway through the work shift.
  - 4. All personal air samples shall be analyzed by NIOSH method 7400 (PCM) or NIOSH method 7402 (TEM) only.

### **5.3.4 The Pre-encapsulation Test**

- A. After successful completion of the pre-encapsulation inspection, but prior to removal of the wall and floor coverings, critical barriers, decontamination unit, and use of any encapsulant, EnviroNova may conduct pre-encapsulation air testing.
- B. This will consist of filtered air samples of sufficient volume to yield a detection limit of less than 0.01 fibers/cc.
  - 1. The sampling will not begin until Work Area is dry.
  - 2. Sampling will utilize aggressive techniques (a 1 HP leaf blower and electric fans) to re-suspend any dust or material that has settled in Work Area.
  - 3. The pre-encapsulation air testing will be analyzed by PCM (NIOSH 7400) with a concentration of 0.01 fibers/cc being acceptable (see SUB-SUB-SECTION 5.3.6 for discussion of confidence limits).

### **5.3.5 Conditions for Final Air Testing**

- A. Final air testing shall take place when removal is complete, the fire-retardant polyethylene sheeting not necessary to the integrity of containment removed, and a visual inspection of Work Area shows that Work Area is clean and dry.
- B. Contractor should expect a delay of at least 24 hours from the time the samples reach the laboratory to the time the results are known for all PCM analyses. EnviroNova will make every reasonable effort to obtain these results in a time period suitable to Contractor's work schedule.
- C. Contractor should expect at least a 48 hour delay from the time the samples reach the laboratory to the time the results are known for samples analyzed by TEM. EnviroNova will make every reasonable effort to obtain these results in a time period suitable to Contractor's work schedule.



### **5.3.6 Air Clearance Criteria**

- A. EnviroNova and Contractor recognize the samples taken for all PCM clearance or pre-encapsulation samples must meet a standard that allows EnviroNova 95% certainty that the sample does not in fact meet the 0.01 fibers/cc final air standard. Ninety-Five percent certainty is defined by the equation:  $MC + 1.645 (CV) (FAS) = 95\% \text{ confidence level}$
- B. Where: MC = measured concentration of fibers CV = coefficient of variation FAS = final air standard
- C. The results of this equation must be less than the final air standard for any sampled area to pass the test.
- D. For samples analyzed by the Transmission Electron Microscope Method, the arithmetic mean of the measured airborne asbestos concentration for the five inside samples must be less than or equal to 70 structures per square millimeter (70 s/mm<sup>2</sup>).

### **5.3.7 Final Air Clearance Criteria**

- A. After Work Area has met the 0.01 fibers/cc standard for the pre-encapsulation test (if performed), final air testing will be conducted and analyzed by Transmission Electron Microscopy (TEM), when the amount of ACM/ACCM removed in Work Area is greater than 160 square feet, or 260 linear feet. Final air testing will consist of five TEM samples inside Work Area the arithmetic mean of the measured airborne asbestos concentration for the five inside samples must be less than or equal to 70 structures per square millimeter (s/mm<sup>2</sup>). The sampling procedures and guidelines in EPA 40 CFR 763 part III will be followed.
- B. When the amount of ACM/ACCM removed in Work Area is less than 160 square feet or 260 linear feet, the results of the pre-encapsulation (PCM) air test will be considered as the criteria for Contractor compliance, unless TEM analysis is required by the Owner.
- C. EnviroNova shall, after evaluation site conditions and at their discretion chose and perform the appropriate air testing.

### **5.3.8 Final Air Testing: Exterior Areas**

Final air testing may not be required for exterior, open Work Areas. Instead, a thorough and meticulous inspection will be performed by EnviroNova to determine Contractor compliance.

### **5.3.9 Final Air Testing: Glove Bag Procedure**

- A. Each Work Area in which glove bag removal has occurred shall be visually inspected by EnviroNova prior to final air testing.
- B. Aggressive sampling procedures will not be used unless Work Areas are fully contained by critical barriers.
- C. Each Work Area may be tested and analyzed by the PCM method, using static sampling procedures, unless conditions allow aggressive testing (see 5.3.9.B. above).
- D. A TEM final air test of the general areas of glove bag removal may be performed at the Owner's discretion upon failure of a PCM final.

### **5.3.10 Failure of Final Air Tests**

- A. When the results of the final air test show values of airborne asbestos in excess of the final air standard, Contractor must re-clean Work Area.
- B. The final air testing procedure shall then be repeated at Contractor's expense. This shall include, but not be limited to, the sampling and analysis costs for the monitoring air samples during re-cleaning and the final air clearance, EnviroNova's time and expenses, any and all contractual penalties, liquidated damages, etc., levied by the Owner and/or other trades that may be impacted by the change in schedule.

### **5.3.11 Availability of EnviroNova**

- A. EnviroNova will be on-site or on-call and available within two (2) hours.
- B. Contractor must notify EnviroNova of the work schedule both at the start of the job and on a daily basis.
- C. Departures from this schedule may result in charges for waiting or unnecessary site visits and shall be charged to Contractor.
- D. Calls that require EnviroNova to work overtime are subject to the approval by the Owner. Contractor will inform Owner and EnviroNova as soon as they believe overtime work may be required in order to gain approval. Owner will respond with approval within two (2) hours for unscheduled worker in emergency conditions and within eight (8) hours for scheduled overtime work. If Contractor fails to advise Owner and EnviroNova regarding overtime work and it is required, Contractor will be responsible to reimburse EnviroNova for their time and expenses within fifteen days (15) from receipt of invoice.

## **5.4 COMPLETION**

### **5.4.1 Completion**

- A. Completion Criteria
  - 1. After final inspections and final air testing are complete and the results known, EnviroNova will advise Contractor of the test results.
  - 2. When a Work Area fails either the inspection or the final air testing, the area must be re-cleaned, re-inspected and re-tested. The sequence of re-cleaning and re-testing shall continue until the area passes the inspection and the final air test. Refer to paragraph 5.3.10 above for additional information.
  - 3. When Work Area has passed final air test, Contractor will be informed immediately.
  - 4. The Contractor shall remove all plastic sheeting, critical barriers, decontamination units, etc. All plastic sheeting, and other consumables shall be disposed of as asbestos contaminated waste.

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B. Re-establishment of Objects and Systems:

When the project is complete:

1. Relocate all objects moved to temporary locations in the course of the work to their former positions.
2. Where HVAC, mechanical, and electrical systems have been shut down or disconnected, restore these systems to proper working order.
3. Any areas or finishes where damage may have occurred by the actions of the Contractor including, but not limited to tape, staples, nails, spray-poly, water damage to ceiling, wall and floor finishes, furniture and fixtures, exterior areas (landscaping, shrubbery, trees, pots, ornaments, etc.) shall be restored to their original condition by the Contractor at their expense and without adversely impacting the schedule for the project. All restoration shall be to the satisfaction of the Owner. The Owner reserves the right to withhold payment for the lack of restoration of any property destroyed or damaged by the Contractor.
4. Submit to EnviroNova or their designee the Contractors “close out” submittal to include, all manifests, waste hauler trip tickets, Work Area entry and exit logs, personal air monitoring sample results, differential pressure recorders print-outs/charts, accident reports if any or a confirmation statement from the site Supervisor stating that there were no accidents on this project, a confirmation statement from the site Supervisor enumerating the type, location quantity of asbestos containing material removed throughout this project, etc.

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## **SUB-SECTION 6.0 ALTERNATE PROCEDURES AND VIOLATIONS OF SPECIFICATIONS**

This section is intended to be used as a general specification for alternate procedures for all projects for Owner. Consult the specific Scope-of-Work, for each individual building for more specific requirements pertaining to this section, if any.

### **6.1 Alternate Procedures**

- A. Procedures described in this specification must be utilized at all times.
- B. When specific procedures cannot be utilized, a request must be made in writing to EnviroNova providing details of the problem encountered and recommended alternatives.
- C. Alternative procedures must provide equivalent or greater protection than procedures that they replace.
- D. Any alternative procedure must be approved in writing by EnviroNova prior to implementation.

### **6.2 Violations of Specifications**

- A. Owner will enforce these specifications through EnviroNova.
- B. EnviroNova/Owner shall issue cease work orders upon discovery of any violation of these specifications.
- C. Minor infractions of the specifications may result in cessation of work until the infraction is corrected.
- D. Major violations of this specification may result in the dismissal of the Contractor from all asbestos abatement work, and application of liquidated damages as stated and agreed to by Contractor in contract documents.

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## **SUB-SECTION 7.0 EMERGENCY PLANNING**

- A. Emergency planning must be developed by Contractor and approved by Owner and EnviroNova.
- B. Emergency procedures must be in written form and prominently posted in clean room and equipment room of worker decontamination unit. Prior to entering Work Area everyone must read and sign these procedures to acknowledge receipt and understanding of work site layout, location of emergency exits, and emergency procedures.
- C. Emergency planning must include:
  - 1. Written notification of police, fire and emergency medical personnel of planned abatement activities, work schedule, and layout of Work Area.
  - 2. An employee safety meeting must be conducted by Contractor prior to the commencement of each work shift. The meeting shall be attended by all Contractor's Workers on site, and EnviroNova. All aspects of emergency planning shall be covered in the meeting.
  - 3. Access to fire extinguishers both inside and outside the Work Area.
  - 4. Considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, falls and trips, confined spaces and heat related injury.
  - 5. A copy of the emergency procedures and evidence employee training in these procedures shall be provided to Owner.
- D. Evacuation and Emergency Decontamination Procedures
  - 1. Workers must be trained in evacuation procedures in the event of workplace emergency.
  - 2. For non-life threatening situations, Workers injured or otherwise incapacitated must decontaminate following normal procedures, with assistance from fellow workers if necessary, before exiting the workplace to obtain proper treatment.
  - 3. For life-threatening injury or illness, worker decontamination shall take least priority after measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.
  - 4. Telephone numbers of all emergency response personnel must be prominently posted in the clean room and equipment room, along with the map of, and clearly marked route to, the location of the nearest hospital emergency room.

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## **SUB-SECTION 8.0 FIRE SAFETY AND SAFE EGRESS**

### **8.1 FIRE PROTECTION AND PREVENTION**

#### **8.1.1 Fire Protection Program**

- A. Contractor shall be responsible for the development of a fire protection program to be followed throughout all phases of demolition and abatement work, and shall provide firefighting equipment as specified in this section.
- B. As fire hazards occur, there shall be no delay in providing the necessary equipment.

#### **8.1.2 Fire Extinguishers**

- A. Contractor shall provide a fire extinguisher, rated not less than 2A, for each 3,000 square feet of demolition/abatement Work Area.
- B. Travel distance from any point of the protected area to the nearest extinguisher shall not exceed 100 linear feet. This distance shall decrease in areas of limited mobility.
- C. A fire extinguisher may be substituted with a 2" diameter garden hose not exceeding 100 linear feet in length.

### **8.2 SAFE EMERGENCY EGRESS**

#### **8.2.1 Application**

This part contains general fundamental requirements essential to providing a safe means of egress from fire and similar emergencies. Nothing in this part shall be construed to prohibit a better type of containment construction, more exits, or otherwise safer conditions than the minimum requirements specified in this part.

#### **8.2.2 Fire Alarm Facilities**

- A. In each Work Area, provide fire alarm facilities to Workers so they can escape and exit.
- B. These fire alarm facilities shall be provided where necessary to warn worker and building occupants of the existence of fire, as a fire itself may not provide adequate warning.

#### **8.2.3 Protection of Workers and Building Occupants**

- A. No existing buildings shall be occupied during demolition and abatement activities.
- B. No flammable or explosive substances or equipment for demolition/abatement shall be introduced in a building of normally low or ordinary hazard classification, provided the condition of use and safeguards do not create any additional danger or handicap to egress beyond the normally permissible conditions in the building or Work Area.

- C. Each exit, way of approach, and way of travel from an exit to the street or open space shall be continuously maintained free of all obstruction or impediments to instant use in the case of fire or other emergency.

## **8.3 MEANS OF EGRESS**

### **8.3.1 Definitions**

- A. Exit Access: That portion of a means of egress that leads to an entrance to an exit.
- B. An Exit: That portion of a means of egress that is separated from all other spaces of demolition/abatement or equipment as a way of travel to the street or open area.
- C. High Hazard Contents: High hazard contents shall be classified as those materials, substances, or equipment that are able to rapidly burn or from which toxic gases, fumes, or explosions may occur in the event of fire.

### **8.3.2 Means of Egress**

- A. If a door is present at the exit to the decontamination unit, from a Work Area to an exit, or to a way of exit access, it shall be of the side-hinged, swinging type. It shall swing in the direction of exit travel.
- B. The minimum width of any way of exit access shall in no case be less than twenty-eight inches (28"). Where a single way of exit access leads to an exit, its capacity in terms of width shall be at least equal to the required capacity of the exit to which it leads. Where more than one way of exit access leads to an exit, each shall have a width adequate for the number of persons it must accommodate.

### **8.3.3 Emergency Exits**

- A. For each Work Area, Contractor shall provide an alternate emergency exit.
- B. The alternate emergency exit shall consist of a door that leads to a way of exit access. The door shall be covered and sealed with fire-retardant polyethylene sheeting.
- C. Fire-retardant polyethylene sheeting covering the emergency exit shall be clearly outlined and attached in a manner that allows "tear away" in case of emergency and marked as an emergency exit. A utility knife shall be permanently attached to the fire-retardant polyethylene sheeting to provide access to the emergency exit.
- D. Contractor shall install arrows throughout the Work Area at two feet (2') and five feet (5') above the floor indicating the direction to the nearest exit.

### **8.3.4 Emergency Lighting**

- A. In case of electrical failure during fire, Contractor shall provide battery-operated lights or lamps in the Work Area.

## **SECTION 02 83 00 LEAD ABATEMENT**

### **SUB-SECTION 01 GENERAL LEAD REMOVAL SPECIFICATIONS**

#### **1.0 GENERAL**

##### **1.1 Description**

- A. This section consists of furnishing all work necessary to perform the removal, packaging, handling, transportation, and disposal of lead-containing materials and lead-contaminated materials located within the project limits. All work shall be performed in accordance with all federal, state, and local requirements and statutes.
- B. The work specified herein shall be the removal of lead-containing materials by persons knowledgeable, qualified, and trained in the removal, treatment, handling, packaging, transportation, and disposal of lead-containing materials, and the subsequent cleaning of the affected environment. These persons shall comply with all federal, state and local regulations and mandated work practices, and shall be capable of performing the work in the contract.

##### **1.2 Scope-of-Work**

- A. General Requirements: Work of this section includes, but is not limited to, the following:
- B. See the attached appendix entitled Lead Abatement Scope-of-Work
- C. Providing dust control as required to protect the Contractor's Workers, Owner's staff, visitors/guests, and passers-by from lead exposure. The lead concentration in the air outside of the lead work control area but inside of the Work Area (inside of the construction fence) shall not exceed 10 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ). The airborne lead concentration outside of the Work Area shall not exceed the background airborne lead concentration as tested by EnviroNova (HPM) prior to the commencement of any on-site activity.
- D. The work includes protecting the site (specifically the soil surrounding the building and landscaping), the building structure, facility, any and all furniture, fixtures, etc., from further lead contamination.
- E. The Contractor shall perform employee exposure monitoring as required by Cal/OSHA during the project
- F. The following precautions should be taken prior to initiating demolition activities involving any lead-containing material:
  - 1. The Contractor shall not perform any lead-related demolition activities until an initial exposure assessment has been performed and submitted to the Owner's Representative.
  - 2. The Contractor shall install lead dust control measures, lead waste and debris retention areas, worker protection, and decontamination areas in accordance with this Section, the Contractor's work plan, and lead exposure assessment data.



3. Pre-Project Initial Exposure Assessment and Test Section: Prior to performing any lead-related demolition work, the Contractor shall perform an initial exposure assessment as described in 8 CCR 1532.1. The initial exposure assessment shall be performed through the preparation of “Lead-Related Construction Demolition Test Sections”, if deemed necessary. The Test Section work shall be performed a minimum of two weeks prior to initiating lead-related demolition work at the building. During work on the Test Section, all Supervisors/Competent Persons shall be certified as Lead-Related Construction Supervisors and all Workers shall be certified as Lead-Related Construction Workers in accordance with 17 CCR, Division 1, Chapter 8.
- G. Lead-Related Demolition Scope-of-Work: The Contractor shall remove, package, transport, and properly dispose of the lead-containing and lead-contaminated items referred to in Appendix A for specific locations. Quantities shall be field verified.
- H. Where exterior lead containing material is encountered:
1. Remove or protect bushes and landscaping from the perimeter of the building out to fifteen feet (15’) from the base of the buildings as required for soil protection. When necessary, cut the bushes and landscaping flush with the ground. Dispose of the bushes and landscaping as construction debris following removal.
  2. Remove, package, transport, and properly dispose of all lead-containing painted exterior components on the buildings including but not limited to exterior wood cladding (siding), door components, window components, fascia boards and roof overhang components. Remove, package, transport, and properly dispose of the lead-containing window glazing located on the buildings. Remove, package, transport, and properly dispose of all lead-containing painted interior doors in the buildings. The Owner has not performed waste characterization sampling of these items. The Contractor shall be responsible for performing waste characterization sampling. All work associated with the removal of the exterior components and interior doors shall be performed in accordance with this section, the Contractor’s lead-related demolition work plan, and the procedures utilized during the Test Section work.
  3. Remove, package, transport, and properly dispose of all lead-containing painted components located on the interior of buildings. These components include, but are not limited to, gypsum wall and ceiling board systems, wood wallboard, wood base cove, and interior door frame components. The Owner has not performed waste characterization sampling of these items. The Contractor shall be responsible for performing waste characterization sampling. All work associated with the removal of the exterior components and interior doors shall be performed in accordance with this Section, the Contractor’s lead-related demolition work plan required by Section 1.8, and the procedures utilized during the Test Section work.
  4. The Owner may sample the soil around the perimeter of the buildings. The Contractor is responsible for protecting the soil on the perimeter of the building from becoming contaminated with lead in excess of 350 ppm or established ‘baseline’ levels – whichever is lower. After completion of the lead-related demolition work, the Owner will again sample the soil. The testing and analysis of the soil samples will require five to eight working days to complete. If the lead concentration in the soil exceeds 350 ppm, or established ‘baseline’ levels – whichever is lower, the Contractor shall perform the following work at no additional cost to the Owner.
  5. The Contractor shall remove the top six inches (6”) of soil from the base of the building/ point of work to a minimum distance of ten feet (10’) from the point of work and extending out to the

perimeter of the Work Area. Contractor shall perform the removal of the soil in two (2) days or less.

6. The waste soil shall be packaged and placed into waste containers in accordance with the requirement of the waste transporter and disposal facility.
7. Contractor shall retain the documentation that EnviroNova that was on-site during the lead-related demolition project to perform perimeter air monitoring.
8. At the completion of the soil removal project, EnviroNova will collect representative waste characterization samples of the soil waste. The soil waste samples will be evaluated for their conformance with the requirements of Title 22 and the requirements of the waste transporter and disposal facility.
9. The testing and analysis of the soil waste characterization samples will require five to eight business days to complete. Contractor shall leave the waste containers on the project site until receipt of the waste sample characterization sample results.

### **1.3 Related Work**

#### SECTION 02 82 13–ASBESTOS RELATED DEMOLITION WORK

### **1.4 Required Licensure and Certification**

- A. Licensure – For all Contractor(s) or Sub-Contractor(s) involved in any facet of lead related work enumerated as part of this project the following license(s) shall be current and be maintained in current status throughout the duration of the project.
- B. A copy of the current California Contractors State License Board (CSLB) License (minimum requirements are a Class B license and a California Department of Public Health (CDPH) contractor’s lead certification).
- C. US EPA Certification under the Toxic Substances Control Act (TSCA) Section 402 Repair, Renovation and Painting activities (RRP) pursuant to 40 CFR Part 745.89.
- D. Contractors having endorsements, riders or qualifiers on any of their licenses such as (but not limited to) ‘for bidding purposes only’ etc. are ineligible to perform work as part of this contract.
- E. Transportation of Lead-Containing Materials: Contractor shall be a registered hazardous waste transporter with the State of California, Department of Toxic Substances Control. If the Contractor is not a registered hazardous waste transporter, the Contractor shall have a listed sub-Contractor that is a registered hazardous waste transporter with the State of California, Department of Toxic Substances Control. Copies of the current, relevant registration certificate(s) shall be submitted as a part of the pre-job submittal.
- F. Throughout the duration of the project, all Supervisors/Competent Persons shall be certified as Lead-Related Construction Supervisors and all workers shall be certified as Lead-Related Construction Workers in accordance with 17 CCR, Division 1, Chapter 8.

## 1.5 Applicable Documents and Regulations

- A. It is the responsibility of the Contractor to know the current regulations controlling work and to perform all project related work in accordance with such regulations that provide for worker and public safety against lead exposure.
- B. The publications listed below form a part of this specification to the extent referenced. The current issue of each document shall govern. Where conflict among requirements or with these Specifications exists, the more stringent requirements shall apply. The publications are referenced in the text by basic designation only.

### CODE OF FEDERAL REGULATIONS (CFR)

29 CFR Part 1910	Occupational Safety and Health Standards for General Industry
29 CFR Part 1910.134	Respiratory Protection
29 CFR Part 1926	Occupational Safety and Health Regulations for Construction
29 CFR Part 1926.62	Lead

### U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

40 CFR Part 148	Hazardous Waste Injection Restrictions
40 CFR Part 260	Hazardous Waste Management Systems: General
40 CFR Part 261	Identification and Listing of Hazardous Waste
40 CFR Part 262	Standards Applicable to Generators of Hazardous Waste
40 CFR Part 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR Part 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR Part 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR Part 268	Land Disposal Restrictions

### NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 701	(1989) Methods of Fire Test for Flame-Resistant Textiles and Films
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### NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH OSHA Booklet 3142	Lead in Construction
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### CALIFORNIA CODE OF REGULATIONS (CCR)

8 CCR Part 1532.1	Lead
8 CCR Part 5194	Hazard Communication

17 CCR, Div. 1, Cpt. 8	Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards
22 CCR, Div. 4, Cpt. 30	Hazardous Waste Handling
26 CCR Part 3203	Illness and Injury Protection
26 CCR Part 3220	Emergency Action Plan
26 CCR Part 3221	Fire Prevention
26 CCR Part 5144	Respiratory Protection

CALIFORNIA HEALTH AND SAFETY CODE Section 25157.8 (from AB 2784 Strom-Martin, 1998)

UNDERWRITERS LABORATORIES (UL)

UL 586 (1990) High-Efficiency, Particulate, Air Filter Units

CALIFORNIA LABOR CODE

Section 6501.5-6505.5

ALL OTHER FEDERAL, STATE, COUNTY AND LOCAL CODES AND ORDINANCES AS APPLICABLE.

**1.6 Notifications and Permits**

- A. Contractor shall make all required written notifications or applications to regulatory agencies including the following:
  - 1. California Division of Occupational Safety and Health (Cal/OSHA) - Lead Work Pre-Job Notification shall be accordance with 8 CCR Part 1532.1. California Department of Public Health (CDPH) Form CDPH 8551
  - 2. Local or facility agencies as applicable.

**1.7 Supervisor/Competent Person and Workers**

**All valid and current Supervisor/Competent Person and Workers documentation shall be physically present on site, prior to any lead related work being performed by that person. Failure to comply with this requirement shall render the person ineligible to work until the required documentation is available on site.**

- A. The Contractor shall have a California Department of Public Health (CDPH) Lead-Related Demolition Supervisor/Competent Person present at all times while work on this Contract is in progress. The Lead-Related Construction Supervisor/Competent Person shall possess the following training and certifications regardless of the results of the Test Section work. All certificates are to remain current and complete throughout the duration of the project.
- B. The Lead-Related Demolition Supervisor/Competent Person shall have successfully completed training to meet the requirements of 8 CCR Part 1532.1 and 17 CCR, Division 1, Chapter 8. Training shall be

provided prior to the time of job assignment and, at a minimum, annually. The Supervisor/Competent Person shall be thoroughly familiar and experienced with lead removal and related work, and shall be familiar with and enforce the use of all safety procedures and equipment. He/she shall be knowledgeable of all EPA, OSHA, and NIOSH requirements and guidelines. Additionally, the Supervisor/Competent Person shall be certified as a Lead-Related Construction Supervisors in accordance with 17 CCR, Division 1, Chapter 8.

- C. Throughout the duration of the project, including during work on the Test Section, all workers shall have received training in accordance with 8 CCR Part 1532.1 and 17 CCR, Division 1, Chapter 8. The training shall be provided prior to the time of job commencement and, at least, annually. Additionally, all workers performing work shall be certified as Lead-Related Construction Workers in accordance with 17 CCR, Division 1, Chapter 8. All certificates are to remain current throughout the duration of the project. Throughout the duration of the project the Lead-Related Worker training and certification requirements listed below will be required. The Contractor shall submit documentation that the workers have received the training. The training shall be for a minimum of eight hours. Worker training including the following information, is required at a minimum. All certificates are to remain current and complete throughout the duration of the project.
1. An employee's right to access to records under 29 CFR Part 1910.1020.
  2. The contents and requirements of 29 CFR Part 1926.62 and 8 CCR 1532.1.
  3. The specific nature of the operation that could result in exposure to lead.
  4. The purpose, proper selection, fitting, use, and limitations of respirators.
  5. Purpose and description of the medical surveillance program and the medical removal protection program, including information concerning the adverse health effects associated with excessive exposure to lead (with particular attention to the adverse reproductive effects on both males and females and hazards to the fetus and additional precautions for Workers who are pregnant).
  6. Relevant engineering controls and good work practices.
  7. The contents of any compliance plan in effect.
  8. Instructions that chelating agents should not routinely be used to remove lead from their bodies and should not be used at all except under the direction of a licensed physician.
- D. If the Contractor's means and methods change from those presented in the lead-related demolition work plan and during the work of the Test Section, the Contractor shall perform another exposure assessment to determine the training requirements for the lead-related demolition workers.
- E. If the ongoing personal air monitoring performed by the Contractor indicates that the Action Level is being exceeded, the Contractor shall provide lead-related demolition workers with the training and certifications required above.
- F. Current and complete documentation from a physician that all Workers or agents who may be exposed to airborne lead in excess of the action level have received a comprehensive medical examination as required by 29 CFR Part 1926.62 and 29 CFR Part 1910.1200 and will receive continued medical surveillance, including biological monitoring, as required by 29 CFR Part 1926.62 and 29 CFR Part 1910.1200 and by the state and local regulations pertaining to such work. Records shall be retained, at

Contractor's expense, in accordance with 29 CFR Part 1910.1020. Biological monitoring is to include Blood Lead Level (BLL) and Zinc Protoporphyrin (ZPP). These tests are to be performed not more than 30 calendar days PRIOR to the commencement of work and results be presented prior to the commencement of the removal of any lead containing materials. If the work schedule is phased, the tests are to be repeated prior to the commencement of each phase of work; unless the close of one phase, and the commencement of the next phase, are less than 30 calendar days apart.

- G. Current and complete documentation from a physician that all Workers or agents who may be exposed to airborne lead in excess of the action level have received medical monitoring in accordance with 29 CFR Part 1926.62 to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the workplace environment (e.g. high temperatures, humidity, and chemical contaminants) that may impact on the Worker's ability to perform work activities.
- H. Current and complete documentation of respirator fit-testing, performed within the last twelve months, for all Contractor Workers and agents who must enter the Work Area. This fit testing shall be in accordance with qualitative procedures as required by OSHA regulations or be quantitative in nature.

## 1.8 Submittals

- A. Submit, as applicable, the following to the Owner's Representative for approval within ten (10) days of receiving the "Notice to Proceed" or at least ten (10) Working Days prior to the start of work. These submittals are in addition to those required in any other section(s) or sub-section(s) of these documents. This document shall be submitted by the Contractor performing the work and not by any other. Include at the very least the following:
  - B. Notifications. All notifications shall be current and valid throughout the duration of the project. Any material changes to the notification, i.e., the quantity of materials being removed, the physical materials being removed, the duration of the project, etc. shall require revisions to the regulatory agencies, with copies provided to the HPM on site. Copies of the written notification and confirmations at least to/from the following regulatory agencies will be required:
    - 1. California Division of Occupational Safety and Health (Cal/OSHA) Lead Work Area Pre-Job Notification.
    - 2. Notification to the California Department of Public Health (Form 8551).
- C. Waste Haulers – copies of:
  - 1. Identification of the Waste Hauler(s) for both Hazardous and Non-Hazardous Lead Waste for this Project;
  - 2. California Department of Toxic Substances Control (DTSC) Waste Transporter registration for each Waste Hauler;
  - 3. California Department of Motor Vehicles (DMV) Motor Carrier Permit for each Waste Hauler;
  - 4. U.S. Department of Transportation (DOT) Registration and U.S. Environmental Protection Agency (EPA) acknowledgement of Notification of Hazardous Waste Activity for each Waste Hauler (*only required if waste is to be transported out of State*);

5. Statement indicating that all waste generated on this specific site shall be transported by/disposed of by licensed, insured and certified personnel/locations; and
  6. Statement that the types of Waste Containers being used for this Project will be accepted by the Waste Hauler(s) for the storage and transport of both Hazardous and Non-Hazardous Waste.
- D. Waste Disposal Facility - Landfill and/or Recycling Facility – copies of:
1. Identification of the Landfill(s)/Recycler(s) to be used for the disposal of both Hazardous and Non-Hazardous Lead containing Waste generated at the Project site;
  2. Permits for the Landfill(s)/Recycler(s) to be used for the disposal of both Hazardous and Non-Hazardous Lead waste generated at the Project site;
  3. Identification of the Types of Waste accepted at the Landfill(s)/Recycler(s);
  4. Identification of the Types of Waste Profiling required by the Landfill(s)/Recycler(s); and
  5. Statement that the types of Waste Containers being used for this Project will be accepted by the Landfill(s)/Recycler(s) for both Hazardous and Non-Hazardous Waste.
- E. Licensure – For all Contractor(s) or Sub-Contractor(s) involved in any facet of lead related work enumerated as part of this project the following license(s) shall be current and be maintained in current status throughout the duration of the project.
- F.
1. A copy of the current California Contractors State License Board (CSLB) License (minimum requirements are a Class B license and California Department of Public Health (CDPH) contractor’s lead certification).
  2. US EPA Certification under the Toxic Substances Control Act (TSCA) Section 402 Repair, Renovation and Painting Activities (RRP) pursuant to 40 CFR Part 745.89.
  3. Contractors having endorsements, riders or qualifiers on any of their licenses such as (but not limited to) ‘for bidding purposes only’ etc. are ineligible to perform work as part of this contract.
- G. Work Plan – A detailed written lead-related demolition work plan including, but not limited to, the following:
1. Identification of all Lead Scope-of-Work items and Trigger Tasks that are part of this Project, as well as, the waste streams the Contractor anticipates generating during the course of performing the work listed in the Scope-of-Work;
  2. Identification of entire Work Sequence (schedule) for this Project, including specifics of materials being removed/stabilized and the correlation between Work Areas and types of work (Lead, Asbestos, PCB, etc. as applicable);
  3. Identification of abatement duration;
  4. Identification of dust control measures;
  5. Identification of Work Area preparation;
  6. Identification of construction for decontamination enclosure systems;

7. Identification of demarcation protocols. i.e., installation of Lead barrier tape, barrier fence, Lead Work signage, etc.;
  8. Identification of Work Area isolation protocols;
  9. Identification of detailed specific Lead containing materials removal procedures;
  10. Identification of Lead containing/contaminated debris clean-up and disposal procedures; and
  11. Identification of Personal Protective Equipment (PPE) to be utilized as part of this project;
  12. Identification of waste handling, storage and disposal procedures;
  13. Identification of construction for chutes, (if required for this project).
- H. HEPA vacuums, differential pressure air filtration devices and other local exhaust ventilation equipment – copies of:
1. Manufacturer's certification that HEPA vacuums, differential pressure air filtration devices, filters and other local exhaust ventilation equipment conforms to ANSI Z9.2-79.
  2. Notification that required onsite testing has been scheduled for any and all differential pressure units, HEPA vacuum cleaners, etc. to ensure that the filtration efficiency meets the criteria for HEPA-filtration devices, i.e., 99.97% efficiency at arresting mono-dispersed particulate matter greater than 0.03 micrometers in diameter.
- I. SDS – Contractor shall submit copies of the Material Safety Data Sheet, fire retardant certification or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for each surfactant, encapsulating material, spray glue, mastic removal agent, plastic sheeting, adhesive/duct tape, etc. or other chemicals/products for use on this project, including the specific worker protective equipment proposed for use with the material indicated.
- J. Personnel Documentation
1. Identification of the project's Lead-Related Supervisor who is experienced in administration and supervision of lead-containing material demolition projects, including work practices, protective measures for building and personnel, disposal procedures, etc. including a legible photocopy of the California Department of Public Health (CDPH) Certified Lead Construction Supervisor's card.
  2. Current and complete documentation that the Contractor's Lead-Related Construction Supervisor/Competent Person and Lead-Related Demolition Workers performing Lead-related demolition, disposal, and air sampling operations have received training and are certified including a legible photocopies of the California Department of Public Health (CDPH) Certified Supervisor and Certified Lead Worker cards.
  3. Provide as part of the pre-job submittal a letter from the Contractor, signed by a responsible and authorized officer of the Contractor's company certifying the following: *"This is to certify that all our personnel involved with any lead containing or coated materials/surfaces are subject to current and valid medical monitoring in accordance with 29 CFR Part 1926.62 and 29 CFR Part 1910.1200 and that they will receive continued medical surveillance, including (a) the ability to work while wearing required respiratory protection without suffering adverse health effects and (b) biological monitoring [include Blood Lead Level (BLL) and Zinc Protoporphyrin (ZPP)], as required by 29 CFR Part 1926.62 and 29 CFR Part 1910.1200 and by all state and local regulations pertaining to such work. Furthermore, we certify that all relevant records shall remain valid and current throughout the project and that historical records will be retained by us, in accordance with 29 CFR Part 1910.1020."* The Contractor will issue this letter and identify



and list (by name) all of their Workers who will be on site for this project or, alternatively issue an individual letter per Worker.

4. Current and complete documentation of respirator fit-testing for Contractor's Workers and agents who must enter the Work Area. This fit-testing shall be in accordance with qualitative procedures as required by OSHA regulations or be quantitative in nature
- K. Respirators and Filters – Copies of manufacturer's documentation and certification of NIOSH approvals for respiratory protective devices utilized on site, including manufacturer's certification of NIOSH approval of respirator cartridges (organic vapor, acid gas, mist, dust, high efficiency particulate) and High Efficiency Particulate Air (HEPA) filtration capabilities for all cartridges and filters.
- L. Testing Laboratory – Identification of the Independent Testing Laboratory (name, address, and telephone number) selected to perform analysis of personal air samples. Documentation shall be provided that the laboratory selected to perform the analyses is an EPA National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory and is rated proficient in the NIOSH/EPA Environmental Lead Proficiency Analytical Testing Program (ELPAT), including accreditation for heavy metal analysis. The documentation shall list experience relevant to the analysis of lead in air and include a Quality Assurance and Quality Control Program. Currently, the American Association for Laboratory Accreditation (AALA) and the American Industrial Hygiene Association (AIHA) are the EPA recognized laboratory accreditation agencies. Documentation must also be provided that the laboratory is certified by the California Department of Public Health (CDPH).
- M. Site Specific Documentation – copies of:
1. Identification of Work Area(s) at the site;
  2. Identification of the nearest medical facility and route map/directions to the medical facility;
  3. Emergency contact information and numbers for emergency services as well as the Contractors' emergency contact personnel and information;
  4. Identification of on-site emergency meeting location; and
  5. Identification procedures for personnel accounting during an emergency.
- N. Contractor General Documents – copies of:
1. General Injury & Illness Prevention Program in compliance with 26 CCR 3203.
  2. General Emergency Action Plan in compliance with 26 CCR 3220.
  3. General Fire Prevention Plan in compliance with 26 CCR 3221
  4. Respiratory Protection Program in compliance with 26 CCR 5144.
- O. Hazardous Waste Manifests, Non-Hazardous Waste Data forms, trip tickets and disposal receipts for lead waste materials removed from the Work Area must be received within 24 hours of the transport.
- P. On-Site Documentation – Documents to be provided on-site throughout the duration of the project:
1. Provide on a DAILY basis, prior to the start of the shift, results from the personal air samples collected during the abatement process of the prior shift.
  2. Provide on a DAILY basis, prior to the start of the shift, copies of the containment entry log pertaining to the abatement process of the prior shift.

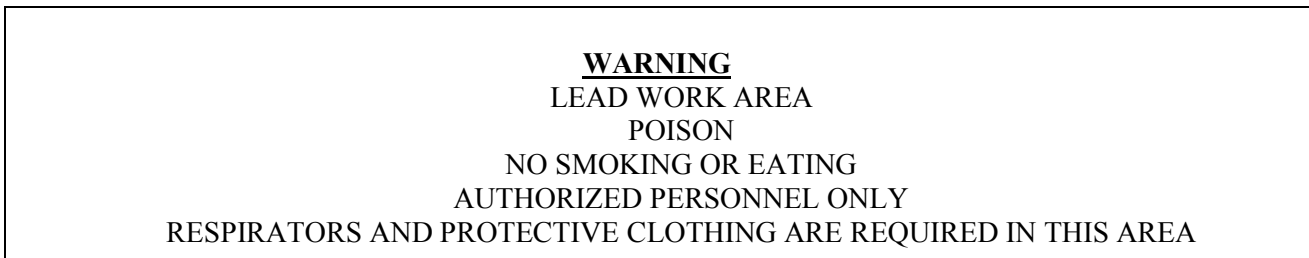
3. Provide on a DAILY basis, prior to the start of the shift, copies of the Manometer logs pertaining to the abatement process of the prior shift.
  4. Copies of the Safety Data Sheets (SDS) for solvents, encapsulants, wetting agents, neutralizers, any other chemicals/products used on site and replacement materials, as necessary.
- Q. Following completion of work on the Test Sections, submit to the Owner's Representative documentation that includes the following (the submittals required shall be submitted no later than five (5) business days following completion of the Test Section work):
1. All personal air sampling performed by the Contractor during the Test Section work. The personal air sampling results shall be provided as 8-hour TWA results.
  2. A description of the Trigger Tasks utilized during the Test Section work.
  3. Proposed changes in work procedures, if any, from those that were proposed in the original work plan.
- R. Upon completion of all lead-related demolition activities, submit to the Owner's Representative documentation that includes, without limitation, the following (the submittals required shall be submitted no later than 20 business days following the Contractor's demobilization from the project site):
1. Work Area entry/exit logbook. The logbook must record name, affiliation, time in, and time out for each entry into the work site.
  2. The log of Manometer readings showing the pressure differential maintained throughout the project.
  3. OSHA, Cal/OSHA, California Department of Public Health (CDPH) required personal exposure air monitoring results.
  4. Post project Biological monitoring for each employee who has worked at the site during any phase of lead related work is to include Blood Lead Level (BLL) and Zinc Protoporphyrin (ZPP). These tests are to be performed not more than 7 calendar days AFTER the conclusion of work
  5. Accident/incident reports where injury or damage has occurred on or to the Owner's property.
  6. Hazardous waste manifests, non-hazardous waste data forms, trip tickets and disposal receipts for lead waste materials removed from the Work Area within 24 hours of the transport.

## **1.9 Notices and Postings**

- A. Post in the wash station/decontamination station, a list containing the names, addresses, and telephone numbers of the Contractor, Owner Representative, EnviroNova, and emergency contact numbers.
- B. Post at the job site a list of persons authorized to enter the lead-related demolition Work Area.
- C. Additional postings shall include:
  1. Visitor entry and exit log;
  2. Employee daily sign in/out log;
  3. Work Area entry and exit procedures; and
  4. Emergency procedures.

- D. One copy of Cal/OSHA and Department of Health Services regulations.
- E. Posted Warnings and Notices: The following regulations, warnings, and notices shall be posted at the work site in accordance with 29 CFR Part 1926.62 and 8 CCR Part 1532.1.
  - 1. Warning Signs and Labels: Warning signs shall be provided at building entrances and approaches to lead work control areas containing airborne lead debris. Signs shall be located at a sufficient distance from the lead work control areas that will allow personnel to read the sign and take the necessary protective actions required before entering the lead work control area.
  - 2. Post at least two (2) safety warning signs, in English and Spanish, which follow the “Sample Format Warning Sign” shown below:

Sample Format Warning Sign Minimum Size – “24” x 36” Material – Aluminum or Fiberglass Script:



- F. Posting required by local, state and federal agencies exercising jurisdiction over the Work Area. These are to include, but not be limited to, warning notices, notices of proposed work activity, copies of notifications to local and state agencies, etc.

**1.10 Work Area Security**

- A. The lead work control area shall be restricted only to authorized personnel, including Contractor, Contractor's Workers, Owner’s Representative(s), and federal, state, and local inspectors.
- B. Entry into the lead work control area by unauthorized individuals shall be reported immediately to the Owner’s Representative.
- C. Contractor shall be responsible for Project site security during lead-related demolition operations in order to protect work efforts and equipment.

**1.11 Personal Protection and Safety**

- A. Contractor alone shall be responsible for the safety, efficiency, and adequacy of his/her appliances, methods, and for any damages that may result from his/her operations, improper construction practices, or maintenance. Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, proper safeguards for the protection of workmen and the public and shall post warning signs around the job site and at any and all entrances / entryways to the Work Area(s).
- B. Work shall be performed in accordance with the requirements of applicable regulations including, but not limited to 29 CFR Part 1926.62, 8 CCR Part 1532.1, and 17 CCR, Division 1, Chapter 8. Matters of interpretation of the standards shall be submitted to the appropriate agency for resolution before starting work. Where these requirements vary or conflict, the most stringent shall apply. In the event that work

practice variances are granted by the governmental agency having jurisdiction over the work, these variances will be forwarded to the Owner and/or the Owner's representative as soon as the variance has been issued. A copy of the variance must also be posted at the entryway to the Work Area or if this is not possible, in a prominent place.

- C. Respiratory Protection Requirements: A respiratory protection program shall be established as required by 29 CFR Part 1926.103 and 29 CFR Part 1926.62 and in accordance with 29 CFR Part 1910.134. An approved respirator shall be furnished to each employee and visitor required to enter a lead work control area. A fit test shall be conducted in accordance with 29 CFR Part 1926.62.
1. Air-purifying respirators shall be approved by NIOSH for use with dust, fumes, and mists having permissible exposure limits less than 0.005 milligrams per cubic meter (i.e., have P-100 filters) and for other hazardous airborne contaminants that may be encountered, as determined by the Competent Person. Respirators shall comply with the requirements of 29 CFR Part 1926.62 and shall be used in accordance with 29 CFR Part 1926.103, and 29 CFR Part 1910.134.
  2. A sufficient supply of respirator filters shall be maintained at the work site to provide new filters to Workers, Owner's authorized visitors, and government regulatory personnel throughout the duration of the project. Filters shall be replaced according to the manufacturer's recommendations, when breathing becomes difficult, or if the filter becomes wet. At any time during on-site work activity, the Contractor shall maintain on-site and readily accessible three (3) new respirators, one in each size, small, medium and large along with the requisite filters/cartridges for the type of work being performed. These respirators will be kept in readiness for the Owner/Owner's representative or any governmental agency representative having jurisdiction over the project. Additionally, the Contractor shall make available to HPM two (2) sets of new North 7700 Series Respirator Filter Cartridges throughout the duration of the project. These filter cartridges shall be appropriate to the work being conducted on site i.e., P100 HEPA cartridge and/or stacked P100 HEPA + Organic Vapor cartridge, etc.
  3. Respirators shall be fit-tested utilizing irritant smoke or isoamyl acetate a minimum of every 6-12 months. Either the standard Irritant Smoke Protocol or Isoamyl Acetate Protocol may be used.
- D. A Hazard Communication Program shall be implemented in accordance with 29 CFR Part 1926.59.
- E. Contractor, EnviroNova, and the Owner's Representative shall arrange and hold a preparatory inspection meeting immediately prior to beginning the Test Section, following completion of the Test Sections to discuss the results, following completion of the waste characterization sampling and analysis, and prior to beginning the lead-related demolition work.
- F. Right-to-know notices shall be placed in clearly visible areas of the work site in compliance with Federal, State, and local regulations.
- G. Daily personal air monitoring results shall be placed in a clearly visible area of the work site and shall be prepared so as to be easily understood by the workers.
- H. A list of emergency telephone numbers shall be posted at the site. The list shall include numbers of the local hospital, poison control center, police and fire departments, Government, Contractor, and Owner representatives who can be reached 24 hours per day, and professional consultants directly involved in the project.
- I. Sufficient quantities of health and safety equipment and supplies as required by 29 CFR Part 1926.62 and 8 CCR Part 1532.1, and other materials and equipment needed to complete the project, shall be

available and kept on site. Specific health and safety equipment to be utilized at all times during performance of lead-related demolition work includes the following:

1. Disposable full body suits. The disposable full body suits shall have head and foot covers and shall be of a sufficient size to prevent tearing during performance of the work;
2. Disposable rubber glove;
3. Hard hats;
4. Safety shoes or boots;
5. Eye and hearing protection; and
6. A wash/decontamination station shall be provided on the site at all times that lead-related demolition work is being performed.

### **1.12 Hazmat Project Manager Services**

- A. The Owner has contracted with EnviroNova (HPM) to perform Contractor and project monitoring services including the following:
  1. Collect side-by-side Contractor Worker exposure air samples during the lead-related demolition work.
  2. Collect perimeter air samples during the lead-related demolition work.
  3. Collect waste characterization samples during the lead-related demolition work.
- B. Stop Work Orders. The HPM will stop work in the following situations:
  1. If the airborne lead concentration exceeds  $10 \mu\text{g}/\text{m}^3$  outside the lead-related demolition Work Area but inside the construction zone.
  2. If the airborne lead concentration outside of the lead-related demolition Work Area exceeds background levels established before the commencement of work.
  3. If the Contractor's means and methods change, work will be stopped to establish a new exposure assessment.
  4. If personal air monitoring indicates that new respiratory protection is required.
  5. If the written specifications are being violated or if the Owner issued instructions are being circumvented.

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## **SUB-SECTION 02 MATERIALS AND EQUIPMENT**

### **2.0 MATERIALS and EQUIPMENT**

#### **2.1 Materials**

A. General:

Contractor shall adhere to the following:

1. All plastic, spray-on strippable coatings, electrical equipment, mechanical equipment and structural materials used shall be UL-certified as fire retardant or non-combustible.
2. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer, brand name (where applicable), and model.
3. Polyethylene sheeting utilized for worker decontamination and barriers shall be black or opaque in color and shall be a minimum of 6-mil in thickness. All polyethylene shall be fire retardant.
4. Waste containers utilized during the project shall be properly labeled as required by 29 CFR Part 1926.62, 8 CCR Part 1532.1, and, if applicable, 22 CCR 66504.
5. Warning signs as required by 8 CCR Part 1532.1 and 29 CFR 1926.62 shall be utilized during lead-related demolition activities.
6. PVC Safety/Barrier Fence (minimum of 4' high) to isolate the Work Area shall be utilized during any lead-related activities.

#### **2.2 Equipment**

A. General:

1. HEPA vacuums equipped with HEPA-filtration and operated in accordance with ANSI Z9.2-79.
2. Differential pressure (negative pressure) air filtration devices and other local exhaust ventilation equipment conform to ANSI Z9.2-79. On site testing will be required for any and all differential pressure units, HEPA vacuum cleaners, etc. to ensure that the filtration efficiency meets the criteria for HEPA-filtration devices, i.e., 99.97% efficiency at arresting monodispersed particulate matter greater than 0.03 micrometers in diameter.
3. Respirators shall be furnished to the workers by the Contractor. The respirators shall have been tested and approved by National Institute of Occupational Safety and Health (NIOSH) for use in lead contaminated atmospheres. Respirator usage during the project shall be determined by the results of the sampling and analysis performed during the Test Section and shall be in accordance with the requirements of 8 CCR 1532.1 and the work plan submitted by the Contractor. The respiratory requirements below shall be utilized at a minimum:
  - a. Half-face air purifying respirators equipped with P-100 filters at a minimum shall be utilized during the Test Section Work.

- b. If the Test Section work, or periodic personal monitoring indicates that the airborne lead concentration will exceed the Action Level, the Contractor shall utilize respiratory protection as indicated by the actual airborne lead concentration.
  - c. If the Test Section work indicates that the airborne lead concentration will not exceed the Action Level, the Contractor at their discretion may downgrade the respiratory requirements for the project. The minimum permissible respiratory protection throughout the project, permitted by these specifications is a half-face (half-mask) negative pressure respirator equipped with P-100 respirator. This minimum standard shall be adhered to even in the event that the Test Phase of the project determines that respiratory protection is not required. This supersedes any and all instructions to the contrary that may be found in these documents.
4. Contractor shall provide full body disposable protective clothing, including head, body, and foot coverings to workers and visitors in sizes adequate to accommodate movement without tearing. Full body disposable protective clothing shall be utilized at all times during lead-related demolition activities.
  5. Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable gloves), as necessary, shall be furnished to all workers and authorized visitors. This safety equipment shall be utilized at all times during lead-related demolition activities.
  6. Non-skid footwear shall be furnished to all workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
  7. Furnish disposable mops, rags, and sponges for Work Area decontamination.

B. Removal:

1. Scaffolds, ladders, lifts, and hand tools (e.g., scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be furnished as needed.
2. Rubber dustpans and rubber squeegees shall be furnished for cleanup.
3. Brushes utilized for removing loose lead-containing materials shall have nylon or fiber bristles. Metal bristles shall not be utilized.

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## **SUB-SECTION 03 EXECUTION**

### **3.0 EXECUTION**

#### **3.1 Lead-Containing Material Removal Preparation**

- A. Exterior Lead-Related Demolition Work Area Preparation:
1. Prepare a lead work control area by placing a four foot (4') high PVC Safety/Barrier Fence and lead warning tape and proper signage around the area where work will be performed. The PVC Safety/Barrier Fence and warning tape should be placed a sufficient distance away from the removal area to allow persons who are not properly trained or who are not wearing personal protective equipment to avoid the work/contaminated area.
  2. Install remote worker decontamination unit described in Section 3.2 or as agreed upon with the Owner's HPM.
  3. Lead Workers shall don personal protective equipment as required in Section 2.2.
  4. Place one layer of 6-mil polyethylene sheeting on the ground as close as possible to the foundation, or the exterior floors (i.e., deck or porch) when applicable.
  5. Extend plastic sheeting a minimum of ten feet (10') out from the foundation.
  6. Weight down the polyethylene sheeting at the foundation, and along all edges and seams.
  7. The Contractor shall take extra care when performing exterior lead-related demolition on days when the constant wind speed is 15 mile per hour or over. If the removal procedure is producing dry waste in which visible movement along polyethylene sheeting is evident or if dust or debris is present outside of the lead work control area, the Contractor shall change the methods used for dust control to eliminate the problem. In any event, when visible emissions from the work activity are observed crossing the property line/ Work Area perimeter, all removal work will cease immediately. The Contractor will implement emergency dust control measures and work shall not recommence until permission is granted by the HPM.
  8. Perform lead removal in accordance with Section 3.6 – Lead-Related Demolition.
- B. Interior Lead-Related Demolition Work Area Preparation:
1. Prepare a lead work control area by placing a four foot (4') high PVC Safety/Barrier Fence and lead warning tape and proper signage around the area where work will be performed. The PVC Safety/Barrier Fence and warning tape should be placed a sufficient distance away from the removal area to allow persons who are not properly trained or who are not wearing personal protective equipment to avoid the work/contaminated area.
  2. Install remote worker decontamination unit described in Section 3.2 or as agreed upon with the Owner's HPM.
  3. Lead Workers shall don personal protective equipment as required in Section 2.2.
  4. Place one layer of 6-mil polyethylene sheeting over all critical barriers including HVAC vents, windows, doorways, and corridor openings.



5. Place a drop cloth constructed of one layer of 6-mil polyethylene sheeting in all areas where interior lead-related demolition is to be performed. This drop cloth is to be sized and affixed in such a manner as to prevent any dust and debris landing on it from escaping. Precautions must be taken to prevent slips, trips and falls of Workers walking on this plastic surface.
  6. A pressure differential system may be required, refer to the Scope-of-Work attached and/or consult with the HPM. If required, the pressure differential system shall produce a minimum of four filtered air changes per hour in the contained Work Area (Work Area to include a wood chipper and/or dumpster) and maintains a pressure differential of 0.02-inch water gauge between the inside and outside of the Work Area on a continuous basis.
  7. Perform lead-containing material removal in accordance with Section 3.6 – Lead-Related Demolition.
- C. Wood Chipper: The following procedures shall be utilized if a wood chipper is proposed to be used by the Contractor:
1. Construct a contained Work Area around the wood chipper and waste dumpster. The contained Work Area shall be constructed of two layers of 6-mil polyethylene sheeting that is mechanically supported.
  2. Install worker decontamination unit described in Section 3.2 or as agreed upon with the Owner's HPM.
  3. Lead Workers shall don personal protective equipment as required in Section 2.2.
  4. A pressure differential system shall be established that produces a minimum of four filtered air changes per hour in the contained Work Area (including the wood chipper and dumpster) and maintains a pressure differential of 0.02-inch water gauge between the inside and outside of the Work Area.
  5. Perform lead-containing material removal in accordance with Section 3.6 – Lead-Related Demolition.

### **3.2 Remote Worker Decontamination Systems**

- A. A minimum of one (1) three-stage decontamination system is required to be operational on the site at all times that lead-related demolition is being performed. The decontamination system shall comply with the following requirements.
1. Worker decontamination enclosure systems shall be provided at a location near or adjacent to the lead work control areas. As a minimum, one system at a single location is required.
  2. Worker decontamination enclosure systems constructed at the Project site shall utilize 6-mil black or opaque polyethylene sheeting, or other approved materials for privacy.
  3. The personal decontamination unit shall not be located inside the Work Area unless otherwise authorized by the Owner's HPM.
  4. The worker decontamination enclosure system shall consist of at least a clean room, a shower room and an equipment room, each separated from the other and from the Work Area by flaps comprised of three sheets of 6- mil polyethylene sheeting.
  5. Clean rooms shall be sized to adequately accommodate the work crew. Space for storing respirators shall be provided in this area. Clean work clothes; clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply at the clean room. Posting of notices shall also be in this area or in an area immediately

adjacent to the clean room. Postings shall be sited in a manner to ensure line of site visibility prior to approaching/entering the clean room.

6. Shower rooms shall contain at least a Hudson sprayer for washing the workers hands, face, and respirator. The shower enclosure shall be constructed to ensure against leakage of any kind. Shower water shall be drained, collected and either filtered through a system with at least 0.5-1.0 micron particle sizes collection capability or disposed of as contaminated waste. Additionally, the Contractor and their Workers shall make themselves conversant of the requirements of any local water pollution agency or municipal waste water treatment agency prior to discharging any filtered or treated waste water. In no event shall the waste water be discharged without adequate filtration.

### **3.3 Maintenance of Construction/Lead-Related Work Area Barriers**

At any time during the lead related work activities after barriers have been erected, if visible material is observed outside of the Work Area or if damage occurs to barriers, work shall immediately stop, repairs made to barriers, and debris/residue cleaned up using appropriate procedures. In addition, the barriers shall be moved farther away from the lead-related Work Area.

### **3.4 Commencement of Work Shall Not Occur Until**

- A. Test Section: Work on the Test Section shall not occur until the following items have been completed.
  1. Pre-work submissions, notifications, and permits required and submittals have been provided and approved by the Owner's Representative.
  2. Construction and lead work control area barriers are in place.
  3. At least one wash station/decontamination station is operational.
- B. Interior Work Areas: Work on the interior of the building shall not occur until the following items have been completed.
  1. The removal of the asbestos-containing floor tile and mastic has been completed.
  2. Results from the interior Test Section have been submitted and the work practices for the interior work have been approved by the Owner's Representative.
  3. Construction and lead work control area barriers are in place.
  4. At least one wash station/decontamination station is operational.
- C. Exterior Work Areas: Work on the exterior of the building shall not occur until the following items have been completed.
  1. The interior asbestos-related demolition has been completed.
  2. The interior lead-related demolition has been completed.
  3. Results from the exterior Test Section have been submitted and the work practices for the exterior work have been approved by the Owner's Representative.
  4. Construction and lead work control area barriers are in place.
  5. At least one wash station/decontamination station is operational.
- D. No work task shall be performed without an initial assessment.

### 3.5 Workplace Entry and Exit Procedures

A. General:

The following procedures shall be followed prior to entrance into any lead-related Work Area:

1. Workers, before entering the lead-related Work Area, shall read and be familiar with posted regulations, personal protection requirements (including workplace entry and exit procedures), and emergency procedures.
2. Workers shall wear respirators, disposable coveralls, head covering, and foot covering. Hardhats, eye protection, and gloves shall also be utilized, as required. Clean protective clothing shall be provided and utilized by each person for each separate entry into the Work Area.
3. To exit the Work Area, Workers shall proceed to the wash station/decontamination station where they shall remove protective equipment and deposit disposable clothing into appropriately labeled containers for disposal and wash their hands, face, and any other exposed portions of their body.

### 3.6 Lead-Related Demolition

#### General - REMOVAL OF LEAD CONTAINING COATINGS

A. Contractor will be required to remove paints and coatings as identified in areas scheduled for demolition. Do not remove lead-containing coatings with a torch or flame, except as an unavoidable result of welding or torching operations.

1. Grinding/Cutting, Welding or Torching Operations: To the extent feasible, and to avoid direct grinding/cutting, welding, or torching on surfaces containing lead in concentrations greater than 0.64  $\mu\text{g}/\text{cm}^2$ , by manually or chemically removing all layers of the coating to a distance of:
  - a. at least four inches (4") on ALL side from the point at which mechanical abrasion or grinding is proposed,
  - b. at least eighteen inches (18") on ALL side from the point at which heat is proposed to be applied. To prevent the vaporization of lead from the surrounding areas the Contractor shall endeavor to keep these surrounding areas cool.
2. Removal of Surface Coatings with Power Tools: Where mechanical removal of surface coatings constitutes an Activity Level II activity, provide power tools with local HEPA exhaust or dust collection systems to capture the aerosolized lead.
3. Maintain all Work Area surfaces as free as practicable from accumulated dust or debris. Dry sweeping or use of compressed air to remove dust or debris is not permitted. Clean all equipment, tools and containment structures within regulated areas, at a minimum, with HEPA vacuums or wet methods.
4. Conduct operations to prevent injury to adjoining facilities, persons, motor vehicles, etc., as applicable. Prevent chemical cleaning agents from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be injured or damaged by such contact. Do not spray or scrape outdoors during winds of sufficient force to spread cleaning agents to unprotected surfaces.

5. For areas where full abatement is not required, the Contractor shall ensure that the paint that remains on interior walls, ceilings or other area surfaces in areas of active work as applicable, shall be adhered to the substrate sufficiently to support eventual repainting. Paints that peel or loosen during wetting will become part of the Scope-of-Work scheduled for abatement.
6. In areas where substrate stabilization is called for, the Contractor shall smoothen the edges from which paint has been removed (i.e., 'feather') and apply at least three (3) coats of a non-lead containing paint primer to the removed substrate plus at least two feet (2') (in every direction) from the edges of the area of partial removal. The primer used for stabilization shall be suitable for application on the specific substrate. NOTE, THIS OPTION IS NOT AVAILABLE FOR IMPACT OR FRICTION SURFACES WHERE ALL LEAD CONTAINING MATERIALS ARE TO BE REMOVED IN THEIR ENTIRETY TO THE SUBSTRATE.
7. In areas where damaged or other asbestos-containing materials will be disturbed during lead paint abatement, the Contractor shall handle this material in accordance with specification Section 02 82 13. Removed asbestos materials shall be placed in two 6-mil disposal bags and fiber drums and disposed of as asbestos waste. Lead and asbestos wastes shall not be combined, where practical. Mixed debris containing both lead and asbestos needs to be disposed at a landfill licensed to accept both types of waste with proper manifests. Only Workers trained, certified and meeting all criteria of both the asbestos abatement specification (Section 02 82 13) and the Lead Abatement Specifications (Section 02 83 00) shall be permitted to attempt any removal that impacts both these materials.
8. Non-paint waste items found on floors are to be separated out and disposed of or cleaned by the Contractor. Small pieces of debris, such as broken glass, paper, etc., may be disposed of with the lead paint. Large items, such as equipment, furnishing, etc., are to be cleaned by HEPA-vacuuming at the same time as the floors and stored on-site as directed by the Owner.
9. Seal all floor openings and protect the floor with polyethylene drop cloths or other acceptable means to prevent contamination or damage to other building surfaces and finishes.
10. Provide HEPA-filtered exhaust units for area ventilation during removal, minimum 1,500-cfm capacity per unit. Provide one unit for each 3,500-sq. ft. of floor space to be covered per workday. Units must be portable and placed in the vicinity of removal operations. Exhaust units outside building. Provide temporary shoring as necessary to support equipment and workers. Establish a minimum of 0.025 inches water gauge negative pressure between the Work Area and the adjacent areas, as applicable, measured at a location approved by EnviroNova.
11. Work Areas may require full or partial scaffolding to allow for continued expiation of the facilities during the construction period. Segregate areas by erecting solid plywood platforms on movable scaffolding and erecting 2 layers of 6-mil polyethylene sheeting to the structure above for full isolation of the assembly.
12. Shoveling, wet sweeping, and brushing may be used only where vacuuming or other equally effective methods have been tried and are found to be ineffective.
13. The use of steam cleaning and compressed air removal methods is not permitted. Abrasive removal equipment shall be equipped with local HEPA exhausts or dust collectors.
14. The use of abrasive mechanical cleaning will generally not be permitted, unless approved in advance by the Owner and EnviroNova; this prohibition includes sanding discs, sand blasting, or other abrasive compounds.
15. Strictly conform to the approved cleaning procedures as recommended by the product manufacturer. Should a modification to the cleaning method specified be proposed, submit the proposal in writing for consideration and review by the Owner and its representative. These

individuals will have the right to ask for test samples before final approval. Any such modification or change shall be at no additional cost to the Owner.

16. Begin cleaning only after all sample panels and other required submissions are approved and protective means and methods are in place.
17. Where complete removal is required, finished work shall show no signs of stains, scratches, streaks, or runs of discoloration from use of cleaners. Leave all substrate surfaces neat and clean, including removal of all primers as well as surface coats. All surfaces should be uniformly cleaned.

B. Interior Lead-Related Demolition: The Contractor shall utilize the following procedures in addition to those proposed during the Test Sections and in the lead-related demolition work plan required by Section 1.08 when performing lead-related demolition on the interior of the building. Airborne lead concentrations outside the lead work control area but inside of the Work Area shall be kept below 10  $\mu\text{g}/\text{m}^3$ . Airborne lead concentrations outside of the Work Area shall be kept below the background level measured prior to the commencement of construction activities. If the airborne lead concentration outside of the lead work control area exceeds 10  $\mu\text{g}/\text{m}^3$  or if the airborne lead concentration outside of the Work Area exceeds background levels, then work shall cease and new engineering controls and work procedures shall be utilized.

1. Interior lead-related demolition shall be performed in a manner that reduces the amount of airborne lead particulate generated.
2. While performing manual demolition, the material shall be kept wet to reduce airborne lead concentrations. The material shall only be wetted to a point that dust control is maintained. The Contractor shall take care not to produce runoff or excess water waste. Waste generated during manual demolition shall not be allowed to dry out and shall be quickly packaged and placed into the waste containers required by the waste hauler and landfill.
3. If mechanical methods (power equipment) are used such as saws or grinders, this equipment should be used in a manner that reduces airborne lead concentrations. The area to be cut or ground shall be free of all lead coatings, paints, primers etc. PRIOR to cutting or grinding. The Contractor shall take care not to produce runoff or excess water waste. Waste generated during mechanical demolition shall not be allowed to dry out and shall be quickly packaged and placed into the waste containers required by the waste hauler and the landfill. The equipment shall be decontaminated prior to removing it from the lead work control area.
4. If machinery/open flame is used to perform lead-related demolition, the lead-containing materials shall be pre-wetted and shall be kept continually wet during demolition. The area to be cut or ground shall be free of all lead coatings, paints, primers etc. PRIOR to using mechanical equipment or open flame. The Contractor shall take care not to produce runoff or excess water waste. Waste generated during mechanical/open flame demolition shall be quickly packaged and placed into the waste containers required by the waste hauler and the landfill. The machinery shall be decontaminated prior to removing it from the lead control Work Area.

C. Exterior Lead-Related Demolition: The Contractor shall utilize the following procedures in addition to those proposed during the Test Sections and in the lead-related demolition work plan when performing lead-related demolition on the exterior of the building. Airborne lead concentrations outside the lead work control area but inside of the Work Area shall be kept below 10  $\mu\text{g}/\text{m}^3$ . Airborne lead concentrations outside of the Work Area shall be kept below the background level measured prior to the commencement of construction activities. If the airborne lead concentration outside of the lead work control area exceeds 10  $\mu\text{g}/\text{m}^3$  or if the airborne lead concentration outside of

the Work Area exceeds background levels, then work shall cease and new engineering controls and work procedures shall be utilized.

1. Exterior lead-related demolition shall be performed in a manner that reduces the amount of airborne lead particulate generated.
2. While performing manual demolition, the material shall be kept wet to reduce airborne lead concentrations. The material shall only be wetted to a point that dust control is maintained. The Contractor shall take care not to produce runoff or excess water waste. Waste generated during manual demolition shall not be allowed to dry out and shall be quickly packaged and placed into the waste containers required by the waste hauler and landfill.
3. If mechanical methods (power equipment) are used such as saws or grinders, this equipment should be used in a manner that reduces airborne lead concentrations. The area to be cut or ground shall be free of all lead coatings, paints, primers etc. PRIOR to cutting or grinding. The Contractor shall take care not to produce runoff or excess water waste. Waste generated during mechanical demolition shall not be allowed to dry out and shall be quickly packaged and placed into the waste containers required by the waste hauler and the landfill. The equipment shall be decontaminated prior to removing it from the lead work control area.
4. If machinery/open flame is used to perform lead-related demolition, the lead-containing materials shall be pre-wetted and shall be kept continually wet during demolition. The area to be cut or ground shall be free of all lead coatings, paints, primers etc. PRIOR to using mechanical equipment or open flame. The Contractor shall take care not to produce runoff or excess water waste. Waste generated during mechanical/open flame demolition shall be quickly packaged and placed into the waste containers required by the waste hauler and the landfill. The machinery shall be decontaminated prior to removing it from the lead control Work Area.

### **3.7 Lead Work Area Clean Up Procedure**

- A. Maintain surfaces within the lead work control area free of accumulations of lead debris and dust. Restrict the spread of dust and debris. Keep waste from being distributed over the Work Area. Do not dry sweep or use compressed air to clean up the area. When the lead removal operation has been completed, clean the area of visible lead contamination by vacuuming with a HEPA-filtered vacuum cleaner and/or wet mopping the area.
- B. Final Cleaning: After all lead-containing materials are removed; the Contractor shall clean any remaining items remaining inside of the building including wall support systems, roof support systems and the concrete slab to remove any "settled" lead dust/debris. The wall and deck support systems shall be wet-wiped using towels, rags, and sponges. The concrete slab shall be HEPA vacuumed and then mopped with plain water. The following procedures shall be used:
  1. Wash all surfaces in the Work Area with a solution containing 5 percent tri-sodium phosphate (TSP) or equivalent. Prepare solution using hot water. Workers shall use towels, sponges, and mops to clean all surfaces including all areas that had been covered with polyethylene sheeting. Cleaning shall start at the ceiling and work down to the floors. A new solution of TSP/TSP Substitute and water shall be mixed as the water becomes dark or dirty.
  2. The floor will then be re-cleaned with plain water. If required by the Owner or the HPM, the floors could require 'neutralization' of any and all chemicals used. If this is to be performed, the neutralization will be carried out after the area has satisfied all clearance criteria.

### 3.8 Lead-Related Demolition Final Inspection

- A. The Owner/HPM will perform a visual inspection of each lead work control area at the completion of each phase of lead-related demolition. The inspection will determine that all lead-containing dust and debris has been cleaned up and that all lead-containing materials have been removed, packaged, and placed into the proper waste containers. If the final visual inspection is not acceptable, the Contractor shall perform the cleanup procedures listed in Section 3.07 above.
- B. The Owner/HPM will perform an inspection of the soil surrounding the building. No visible paint chips or lead-containing debris shall be present in the soil. If paint chips or debris are identified in the soil, the Contractor shall remove these using manual methods and HEPA vacuums.
- C. Final Inspection: Following completion of all phases of lead-related demolition, the Owner will perform a FINAL visual inspection of any items remaining in the Work Area including wall and deck support systems and the concrete slab.
  - 1. All paint/lead containing waste is to be removed from Work Area by the end of each workday. Accumulated waste will not be allowed to remain in the area overnight. Plastic barriers, at entrances to the Work Areas, shall remain in place at all times until the area is scraped and cleared. Items requiring removal of lead-based paints intact shall be wrapped in one layer of polyethylene sheeting, sealed with duct tape and labeled properly prior to removal from the holding area.
  - 2. Visual Clearance Criteria for Lead Only Abatement Areas: At the end of each workday the HPM and the Contractor's Supervisor shall inspect work performed that day. If the visual inspection reveals that lead-contaminated wastes and loose debris have been adequately removed from the area, the Contractor will be allowed to commence work on the next Work Area. If the HPM determines that unacceptable waste and residue remain, the Contractor shall vacuum and re-clean those areas that are unsatisfactory. The Contractor will not be allowed to start removal in the next Work Area until the existing/current Work Area has passed a visual inspection.

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3. Wipe Sample Clearance, as deemed necessary by EnviroNova.
  - a. When the work is completed, EnviroNova will visually inspect the zone for any loose dust or debris, followed by wipe sampling of settled dust to document surface lead levels below the specified clearance levels. Samples will be collected using commercial wipes moistened with a non-alcohol wetting agent. A one-foot square area will be wiped twice in an "S" pattern, the second pass being at right angles to the first, folding the wipe inward and placing it in a labeled sample container. The wipe sample will be analyzed by flame atomic absorption using EPA method SW846. The Contractor shall re-clean the work zone if:
    1. the surface concentrations exceed the pre-existing (baseline) levels collected prior to the commencement of work or
    2. the surface concentrations exceed the following levels, whichever of (i) or (ii) listed above is lower:
      - 40  $\mu\text{g}/\text{ft}^2$ .....for floors.
      - 250  $\mu\text{g}/\text{ft}^2$ .....for interior windowsills and stools.
      - 400  $\mu\text{g}/\text{ft}^2$ .....for window troughs.
      - 800  $\mu\text{g}/\text{ft}^2$ .....for exterior concrete or other rough surfaces.
      - 350 ppm.....for soil (or the pre-existing 'baseline' level, whichever is lower).
- D. The cleaning and testing will cease only after all required paints are abated and all sample results are below these specified levels. Sample analysis times will be within one (1) workday, unless otherwise indicated.
- E. If the above levels enumerated in paragraph 3.a. above are exceeded, the final testing procedure shall then be repeated at Contractor's expense. This shall include, but not be limited to, the sampling and analysis costs for the samples during re-cleaning and the final clearance, EnviroNova's time and expenses, any and all contractual penalties, liquidated damages, etc., levied by the Owner and/or other trades that may be impacted by the change in schedule.
- F. Air Sampling Criteria (as applicable): Aggressive air sampling will be conducted for lead simultaneous to the asbestos clearance air sampling. Air samples will be analyzed for total lead in accordance with Lead in Air by Flame AAS NIOSH method 7082. The clearance criterion for lead shall be an airborne concentration below OSHA's "Action Level" of 30 micrograms per cubic meter of lead ( $30 \mu\text{g}/\text{m}^3$ ), on an 8 hour Time Weighted Average (TWA), for all samples.

### 3.9 Lead Waste Handling Procedures

- A. All disposable personal protective equipment, respirator cartridges, and HEPA vacuum filters shall be packaged and disposed of upon completion of the work shift and when the lead removal operation has been completed.
- B. All removed lead-containing materials, lead-contaminated clothing and equipment, and lead-containing dust/debris shall be packaged and placed into waste containers approved for use by both the waste transporter and landfill.



- C. Properly label each lead waste container in accordance with the requirements of the waste hauler and the landfill. At a minimum, the labels shall identify the type of waste and the date lead-contaminated wastes were first put into the container.
- D. The Contractor shall make provisions for the safe storage of waste on site for waste characterization and eventual disposal. For health and safety reasons, waste storage areas must be treated as lead work control areas with restricted access.

### 3.10 Lead Waste Disposal

- A. The Contractor shall perform at their expense, any and all waste characterization and analysis of lead-containing waste or lead-contaminated waste generated during this project. The waste characterization sampling performed on the waste will be in accordance with Title 22.
- B. Any and all waste including but not limited to waste generated from abatement projects, demolition debris and/or soil excavation, with total lead content greater than 350 parts per million and scheduled for disposal in California, must be disposed of at a Class I hazardous waste landfill, or at other landfills that have specific permits to accept these wastes. Copies of all waste permits from the waste disposal facility shall be included as a part of the pre-job submittal.
- C. For all waste generated from the site one or more of the following characterization tests must be performed:

<p>Total Threshold Limit Concentration (TTLC) <i>(California State Requirement)</i></p>	<ul style="list-style-type: none"> <li>A. If greater than or equal to 1000 mg/kg the waste must be disposed as a Class I Hazardous Waste,</li> <li>B. If less than 1000 mg/kg but greater than or equal to 50 mg/kg then perform the W.E.T.(STLC) test,</li> <li>C. If less than 50 mg/kg can be disposed of as construction debris</li> </ul>
<p>Waste Extraction Test Soluble Threshold Limit Concentration (WET-STLC) <i>(California State Requirement)</i></p>	<ul style="list-style-type: none"> <li>A. If greater than or equal to 5mg/L the waste must be Disposed as a Class I Hazardous Waste after performing the TCLP Test (Federal)</li> <li>B. If less than 5 mg/L can be disposed of as construction debris.</li> </ul>
<p>Toxicity Characteristic Leachate Procedure (TCLP) <i>(Federally Regulated)</i></p>	<ul style="list-style-type: none"> <li>A. If greater than or equal to 5mg/L the waste must be stabilized prior to being disposed as a Class I Hazardous Waste</li> <li>B. If less than 5mg/L the waste stabilization is not required. However the material must be disposed as a Class I Hazardous Waste</li> </ul>

### **3.11 OSHA Personal Air Monitoring**

- A. Air monitoring required by OSHA for lead exposure is work of the Contractor. The Contractor is responsible for providing daily OSHA compliance monitoring as per 29 CFR Part 1926.62 and 8 CCR Part 1532.1.
- B. At minimum, Contractor shall conduct representative (25% of crew) breathing zone personal air monitoring of its Workers twice each shift and repeated daily.
- C. Monitoring shall be conducted by a qualified professional experienced and knowledgeable about the methods of air monitoring and in accordance with 29 CFR Part 1926.62 and 8 CCR Part 1532.1.
- D. Monitoring results and appropriate laboratory analysis work shall be submitted to Owner's Representative within twenty-four (24) hours of the monitoring work.

### **3.12 Alternate Procedures**

- A. The procedures described in this section shall be utilized at all times.
- B. If specified procedures cannot be utilized, a request shall be made in writing to the Owner providing details of the problem encountered and proposed alternatives.
- C. Alternative procedures shall provide equivalent or greater protection than the procedures that they replace.
- D. Alternative procedure shall be approved in writing by the Owner and EnviroNova prior to implementation.

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# **SECTION 02 84 00 POLYCHLORINATED BIPHENYLS (PCB) AND MERCURY TUBES MERCURY SWITCHES REMOVAL**

## **PART 1 GENERAL**

### **1.1 DESCRIPTION**

The work of this section consists of furnishing all transportation, labor, materials, equipment and incidentals necessary to legally handle and dispose of offsite all Polychlorinated Biphenyl (PCB) containing materials (fluorescent light ballasts), fluorescent tubes containing mercury vapor, and other hazardous materials.

### **1.2 SCOPE-OF-WORK**

- A. The Contractor is responsible for the removal, handling, transport, and proper disposal of PCB-containing materials including fluorescent light ballasts. The Contractor shall inspect remaining fluorescent light fixtures, remove all ballasts which are not marked “Non-PCB containing” or “No PCBs”, package, and dispose of in accordance with the requirements identified in this section.
- B. The Contractor is responsible for the removal, handling, transport, and disposal of fluorescent tubes containing mercury vapor. Contractor shall remove, package and dispose of all remaining fluorescent light tubes in accordance with the requirements of this section.

### **1.3 RELATED WORK**

- 1. SECTION 02 82 13–ASBESTOS ABATEMENT WORK
- 2. SECTION 02 83 00 – LEAD-RELATED DEMOLITION WORK

### **1.4 APPLICABLE DOCUMENTS AND REGULATIONS**

- A. It is the responsibility of the Contractor to know the current regulations controlling work and to perform all related work in accordance with such regulations that provide for worker and public safety against asbestos exposure.
- B. The publications listed below form a part of this specification to the extent referenced. The current issue of each document shall govern. Where conflict among requirements or with these Specifications exists, the more stringent requirements shall apply.

#### **CODE OF FEDERAL REGULATIONS (CFR)**

40 CFR 761	Polychlorinated Biphenyl (PCBs) Manufacturing, Processing, Distribution in Commerce and Use Prohibitions
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.145	Accident Prevention Signs and Tags
40 CFR 178	Shipping Container Specification

#### **AMERICAN NATIONAL STANDARD INSTITUTE (ANSI) PUBLICATION**

Z88.2-69	Practices for respiratory protection
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#### **UNDERWRITERS LABORATORIES, INC.**

UL 586 1990	High-Efficiency Particulate Air Filter Units
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## 1.5 DEFINITIONS

- A. “Polychlorinated Biphenyls (PCBs)” as used in this specification shall mean the same as PCB Article, PCB Article Container, PCB Container, PCB Equipment, PCB Item, PCB Transformer, PCB Contaminated Transformer, as defined in 40 CFR 716.3.
- B. “Leak or leaking” means any instance in which a PCB Article, PCB Container, or PCB Equipment has any PCBs on any portion of its external surface.
- C. “Spill” means intentional and unintentional spills, leaks, and other uncontrolled emissions resulting in any quantity of hazardous material being released to the environment.
- D. “Control Area” means a restricted area posted with the proper warning/caution signs in which only trained persons may enter.
- E. “High Efficiency Particulate Air (HEPA) Filters (for PCB dust)” means a filter capable of removing 99.97% of the particles down to 0.3 microns (□) in diameter and consistent with a UL 586 filter system.
- F. “Mercury Filter” means a special mercury filter cartridge carrying proper test and certification approval number for mercury vapor work.
- G. “Other Hazardous Materials and Potentially Hazardous Materials” means all hazardous materials or potentially hazardous materials not otherwise defined in this specification as Asbestos, Chlorofluorocarbons (CFCs), Polychlorinated Biphenyls (PCBs), Fluorescent Tubes, Mercury, or Lead Based Paint shall be considered as Other Hazardous Materials and Potentially Hazardous Materials.
- H. Hazmat Project Manager (HPM) means the on-site representative from EnviroNova.

## 1.6 QUALITY ASSURANCE

- A. Training: Instruct Workers on the dangers of mercury vapor, PCB, and other hazardous materials exposure, on respirator use, decontamination, and applicable OSHA and EPA regulations.
- B. Regulation Documents: Maintain at all times one copy each at the office and one copy each in view at the job site of the approved Contractor’s Removal, Storage, and Disposal Work Plan, including addenda and revisions.
- C. Access by the Owner, Owners Representative or HPM: The Owner/Owner’s Representative/HPM may enter control areas for brief periods of time provided they underwent proper training, donned disposable polyethylene gloves and disposable polyethylene foot covers, as a minimum. Additional protective equipment may be required if respiratory hazard is involved or if skin contact is involved. Contractor shall provide all required personal protective equipment and training for the Owner/Owner’s Representative/HPM as required for safe entry and visual inspection in contaminated areas.

## 1.7 SUBMITTALS

- A. Submit, as applicable, the following to the Owner/Owner’s Representative/HPM for approval within 10 days of receiving the Notice to Proceed. These submittals are in addition to those required in Section 02 82 13 or Section 02 83 00. These submittals shall be submitted in accordance with Section 02 84 16:
- B. Training Certification of Workers: Submit certificates signed and dated by an officer of the Contractor and by each Worker stating that the Worker has received the required training.

- C. Removal, Storage, Packaging, Transportation, and Disposal Work Plan: Submit a Removal, Storage, Packaging, Transportation, and Disposal Work Plan. Submit a detailed job-specific plan of the work procedures to be used in the removal of: fluorescent light bulbs; PCB-containing ballasts, other oils; and mercury containing devices. Include in the plan: eating, drinking, smoking and restroom procedures; leak and spill clean-up; procedures for identifying other hazardous materials and potentially hazardous materials; interface of trades; sequencing of related work; training requirements; respiratory protection requirements; personal protective equipment to be utilized; temporary storage locations; packaging procedures; transportation procedures and disposal sites. Include personal air sampling (if required), sampling methodology, frequency, duration of sampling, and qualifications of personal air monitoring in the air sampling portion of the plan.
- D. Upon completion of all removal activities, submit to the Owner and the HPM, documentation that includes the following:
  - 1. The Contractor shall keep records of all documents generated in the course of the work. These include copies of all forms and reports of spills, accidents, personal exposure monitoring, hazardous materials removal logs, and hazardous waste manifests. Copies of all records shall be submitted to the Owner and the HPM at the completion of the work.

## **1.8 EQUIPMENT**

- A. Personal Protective Equipment: Work clothes shall consist of Personal Protection Equipment (PPE) as required by OSHA regulations, including, but not limited to the following:
  - 1. Disposable coveralls;
  - 2. Gloves;
  - 3. Chemical safety goggles;
  - 4. Half-mask cartridge respirator for mercury vapor, PCBs and/or other hazardous material to be used for spills; and
  - 5. Disposable foot covers (polyethylene).
- B. Leak/Spill Kit: Assemble a leak/spill kit to include at a minimum, the following items for maximum 200-gallon potential spills. For items where a larger spill potential exists, multiply quantities provided accordingly:
  - 1. Gloves specifically rated for use in handling PCBs (six (6) pairs);
  - 2. Disposable coverall specifically rated for use in handling PCBs (four (4) each);
  - 3. Chemical safety goggles (two (2) each);
  - 4. Disposable foot covers (polyethylene) (six (6) pairs);
  - 5. PCB Caution Sign: "PCB-Spill --- Authorized Personnel Only" (two (2) each);
  - 6. Banner guard or equivalent banner material (100 feet);

7. Absorbent material (five (5) bags);
8. Rags (20 each);
9. HEPA vacuum (one (1) each);
10. Poly lined DOT 17H drums (two (2) each);
11. Blue polyethylene waste bags (five (5) each).

**Note: All materials and equipment used to clean up a PCB spill become PCB waste and must be disposed of accordingly.**

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## **PART 2 EXECUTION POLYCHLORINATED BIPHENYLS (PCB) AND MERCURY TUBES MERCURY SWITCHES REMOVAL**

### **2.1 REQUIREMENTS**

- A. The Contractor shall furnish all labor, materials, and equipment necessary for the complete collection and removal of all PCBs, fluorescent light tubes, ballasts, mercury and other hazardous materials or potentially hazardous materials from the project site.
- B. All hazardous materials which are identified as in-scope requirements shall be properly packaged, delivered to, and disposed of at a properly licensed disposal facility. The PCB-containing articles shall be incinerated. The mercury-containing fluorescent tubes shall be recycled.
- C. The Contractor shall prepare hazardous waste manifest that will accompany the hazardous materials to the storage site. The Contractor shall ensure that a responsible person from the Owner signs the form. The Contractor is responsible to ensure that the form from point of origin to point of disposal is filled out completely and accurately for complete tracking of hazardous materials. A copy of each hazardous waste manifest shall be submitted to the following:

*(Project Name and Address)*

EnviroNova  
235 Montgomery Street, Suite 1105  
San Francisco, CA 94104  
415-883-7575 Phone  
415-883-7475 Fax

- D. The Contractor shall verify that the storage site is capable of accepting the hazardous materials within regulatory compliance prior to delivery of the hazardous materials.
- E. Isolate a PCB control area by physical boundaries to prevent unauthorized entry of Workers.
- F. Personal Protection: Workers shall wear and use PPE as required in Section 1.8 of this section upon entering a control area.
- G. Permissible Exposure Limits (PEL):
  - 1. The PEL for mercury is 0.05 mg/m<sup>3</sup> of air based on an 8-hour time weighted average (TWA).
  - 2. The PEL for PCBs is 0.5 mg/m<sup>3</sup> based on an 8-hour time weighted average basis.
  - 3. The Contractor shall perform Personal Sampling to ensure the PEL is not exceeded.

#### **2.1.1 Special Hazards**

- A. Fluorescent light bulbs shall be handled with care during removal and packaging and any breakage shall be reported and the spill cleaned up immediately.
- B. Ballasts shall not be exposed to open flames or other high temperature sources since toxic decomposition by-products may be produced.
- C. Other hazardous materials or potentially hazardous materials shall be properly identified prior to handling or exposure.

### 2.1.2 Caution Label

- A. Affix labels to all waste containers. Provide label with sufficient print size to be clearly legible, with bold print on a contrasting background, displaying the following:

CAUTION: CONTAINS *(name of hazardous material)*

DATE:

SOURCE:

EPA Generator No.

### 2.1.3 Caution Signage

Per 29 CFR 1910.145, provide signs at approaches to PCB control areas. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area.

## 2.2 WORK PROCEDURE

- A. Furnish all labor, materials, services, and equipment necessary for the complete removal of all PCB/Non-PCB ballasts, fluorescent light bulbs, and other hazardous materials and potentially hazardous materials in accordance with Federal, State, and local regulations.
- B. Package and mark fluorescent light bulbs and ballasts as required by EPA and DOT regulations and dispose of offsite.
- C. Provide packaging, available from the manufacturer, for the storage of fluorescent light bulbs. Provide 17C or 17H drums for packaging of PCB ballasts.
- D. Fluorescent light bulbs, and ballasts labeled as “Non-PCB Containing” or “No PCBs”, shall be packaged in leak-proof packaging, and be transported under manifest/trip ticket and disposed of for either (a) recycling or (b) disposal in full compliance with local, state and federal regulations. A manifest/trip-ticket or equivalent endorsed by the waste disposal facility or the recycler shall be provided to the HPM within 2 working days of the waste being moved of the site.
- E. Smoking: Smoking is not permitted within 50 feet (50’) of the control area. Provide and post “No Smoking” signs.
- F. Work Operations: Ensure that work operations or processes are conducted in accordance with the applicable requirements of this section, including but not limited to:
  - 1. Obtain advance approval of storage sites.
  - 2. Report spills/leaks to the Owner/Owner’s Representative/HPM and maintain a record detailing the circumstances surrounding the leak/spill include the location, material leaked/spilled, estimated quantity, cleanup procedure utilized, and disposition of waste.
  - 3. Maintain a spill/leak kit for immediate cleanup of spill/leaks.
  - 4. Maintain an access log of Workers working in a control area and provide a copy to the District’s representative upon completion of the operation.



## **2.3 REMOVAL WORK**

- A. Establish a control area as specified in paragraph entitled “Control Area”. Only personnel briefed on the handling and safety precautions shall be allowed into the area.
- B. Work performed in confined spaces shall be performed in accordance with applicable Cal/OSHA requirements.
- C. Remove mercury containing bulbs and other devices intact and immediately package for disposal. Handle in a manner that will prevent skin contact.
- D. Remove all fluorescent light ballasts that are not marked “Non-PCB containing” or “No PCBs”. Place ballasts in DOT approved 17C or 17H drums. Handle PCBs such that no skin contact occurs.
- E. Remove all other equipment containing PCBs from site and transport to an approved decontamination facility for final disposal.

## **2.4 SPILL/LEAK REQUIREMENTS**

- A. Spills/Leaks: Report any spill/leak to the Owner’s Representative immediately.
- B. Spill/Leak Control Area: Establish a spill/leak control area and restrict access to properly trained personal utilizing appropriate personal protective equipment.
- C. Employee Safety: Contractor shall be responsible for ensuring their Workers are knowledgeable and protected from the health and safety hazards of working with PCBs. The Contractor is advised to follow the guidance promulgated by EPA’s Standard Operating Safety Guides (latest edition), the NIOSH, OSHA, USCG, EPA’s Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (latest edition) based on 29 CFR 1910.120.
- D. Spill/Leak Cleanup Procedures
  - 1. Initiate cleanup of spill/leaks as soon as possible. Immediately transfer broken items into a DOT approved 17H, poly lined drum or other approved container. To clean up spills, the Supervisor shall determine the PPE required to protect Workers in accordance with OSHA. Mop up any liquids with rags or other conventional absorbent. The spent absorbent shall be properly contained and disposed of as solid PCB waste. HEPA vacuum the spill area. HEPA vacuumed waste shall be drummed in a poly lined DOT 17H drum and labeled with a DOT approved caution label.
  - 2. The Contractor shall be responsible for the proper cleanup of all pre-existing or inadvertent spills or leaks. Any leaks shall be immediately stopped, contained, covered, and diked as necessary to facilitate clean-up operations and to prevent the hazardous materials from entering drains, storm sewers, or other water bodies. The Owner shall be immediately notified by a subsequent written report describing the details of the spill or leak, and what actions have been taken to clean-up the spill or leak. The hosing down of any spillage or leaks is prohibited. In the event of a Contractor caused fire involving hazardous materials, the Contractor shall be responsible for the cleanup of any contamination caused by the hazardous, toxic products of combustion.

## **2.5 STORAGE FOR DISPOSAL**

- A. Storage Containers
  - 1. Intact fluorescent light bulbs shall be placed in the packaging that is available from the manufacturer.
  - 2. Store non-liquid PCB mixtures, articles, or equipment in DOT Specification 17C or 17H containers.

- B. The Contractor shall properly label and mark all hazardous materials and ensure that the vehicle used to transport the hazardous materials is also placarded in accordance with EPA and DOT requirements.
  - C. Waste Containers: Label waste containers in accordance with the requirements of this section.
  - D. Temporary Onsite Storage: Obtain written approval for temporary onsite storage from the Owner.
  - E. Representative/HPM. Temporary onsite storage areas must comply with the following: (1) provide adequate roof and walls to prevent rainwater from reaching the stored material; (2) provide containment curbs to prevent the spread of secondary contamination in the event of a container leak. Hazardous waste shall not be stored on site for longer than regulations allow, but in no case longer than fourteen (14) days or the end of the Contractor's onsite activity – whichever is earlier.
- E. The Contractor shall make every endeavor to recycle as much of the waste generated from this project as possible. To this end the Contractor may contact the following facilities to assist them in putting together a recycling plan for this project

**AERC Recycling Facility**  
30677 Huntwood Avenue  
Hayward, CA 94544  
Tel: 510-429-1129  
Fax: 510-429-1498  
[www.aercycling.com](http://www.aercycling.com)

O R

**Lighting Resources Inc.**  
805 East Francis St.  
Ontario, CA 91761  
800-572-9253  
[www.lightingresourcesinc.com](http://www.lightingresourcesinc.com)

## **2.6 CONTROL AREA HOUSEKEEPING**

- A. Maintain surfaces of the control area free of accumulations of fluorescent light bulb debris, PCBs, and other hazardous materials. Restrict the spread of dust and debris; keep waste from being distributed over Work Area. Do not remove the control area and warning signs prior to the District's representative's approval. Re-clean areas showing residual dust or debris.

## **END OF SECTION**

**APPENDIX A**  
**SCOPE OF WORK**

## SCOPE OF WORK

### HAZARDOUS MATERIAL ABATEMENT

### ROUTE 238 BYPASS PROPERTY PROJECT

<b>ROUTE 238 BYPASS PROPERTY PROJECT - PHASE 1 PARCELS</b>			
<b>SL NO</b>	<b>STREET NAME</b>	<b>ADDRESS</b>	<b>VIRTUAL TOUR LINK</b>
1	Maitland Drive	25552 Maitland Drive	<a href="https://my.matterport.com/show/?m=QG2XFzFvKd">https://my.matterport.com/show/?m=QG2XFzFvKd</a>
2	Maitland Drive	25560 Maitland Drive	<a href="https://my.matterport.com/show/?m=yc7jdTzSfEb">https://my.matterport.com/show/?m=yc7jdTzSfEb</a>
3	Maitland Drive	25564 Maitland Drive	<a href="https://my.matterport.com/show/?m=d4d6LjxxTw">https://my.matterport.com/show/?m=d4d6LjxxTw</a>
4	Maitland Drive	25568 Maitland Drive	<a href="https://my.matterport.com/show/?m=cT1wzdsAty4">https://my.matterport.com/show/?m=cT1wzdsAty4</a>
5	Maitland Drive	25584 Maitland Drive	<a href="https://my.matterport.com/show/?m=uDtPkNWfuVg">https://my.matterport.com/show/?m=uDtPkNWfuVg</a>
6	Maitland Drive	25685 Maitland Drive	<a href="https://my.matterport.com/show/?m=hG1f6aReud8">https://my.matterport.com/show/?m=hG1f6aReud8</a>
7	Maitland Drive	25697 Maitland Drive	<a href="https://my.matterport.com/show/?m=JrPVo1tzNkG">https://my.matterport.com/show/?m=JrPVo1tzNkG</a>
8	Bunker Hill Court	25361 Bunker Hill Ct.	<a href="https://my.matterport.com/show/?m=tw8FQqxDzPq">https://my.matterport.com/show/?m=tw8FQqxDzPq</a>
9	Bunker Hill Blvd.	25669 Bunker Hill Blvd.	<a href="https://my.matterport.com/show/?m=s3z43EC31NM">https://my.matterport.com/show/?m=s3z43EC31NM</a>
10	C Street	1026 C Street	<a href="https://my.matterport.com/show/?m=2K9vH5F6CLM">https://my.matterport.com/show/?m=2K9vH5F6CLM</a>
11	Central Blvd.	1058 Central Blvd.	<a href="https://my.matterport.com/show/?m=NitrR4ewqQX">https://my.matterport.com/show/?m=NitrR4ewqQX</a>

**The web-based matter port virtual tour can be viewed at the above virtual tour link for each parcel.**

<b>ROUTE 238 BYPASS PROPERTY PROJECT - PHASE 1 PARCELS</b>			
<b>SL NO</b>	<b>STREET NAME</b>	<b>ADDRESS</b>	<b>ABESTOS ABATEMENT AREA (SQUARE FEET)</b>
1	Maitland Drive	25552 Maitland Drive	1,600
2	Maitland Drive	25560 Maitland Drive	1,800
3	Maitland Drive	25564 Maitland Drive	1,900
4	Maitland Drive	25568 Maitland Drive	1,850
5	Maitland Drive	25584 Maitland Drive	1,000
6	Maitland Drive	25685 Maitland Drive	3,100
7	Maitland Drive	25697 Maitland Drive	3,050
8	Bunker Hill Court	25361 Bunker Hill Ct.	750
9	Bunker Hill Blvd.	25669 Bunker Hill Blvd.	3,400
10	C Street	1026 C Street	3,050
11	Central Blvd.	1058 Central Blvd.	1,400

## **SITE / PROJECT DESCRIPTION**

Staff recommendation is that each parcel has a structure that has wood framed exterior walls with reinforced concrete foundation and interior wood framed partitions.

Buildings are generally, rectangular.

The estimated floor area and estimated asbestos abatement area in square feet for each parcel is shown in the above table titled, ROUTE 238 BYPASS PROPERTY PROJECT - PHASE 1 PARCELS.

## **SCOPE OF WORK**

Generally, includes:

1. Deconstruct, demolish and remove the structures and residual content of single or multi-story residential building located at various locations in Hayward as indicated in the table above titled, "ROUTE 238 BYPASS PROPERTY PROJECT - PHASE 1 PARCELS". The work includes abatement of materials containing asbestos, lead and PCB, removal of all building foundation and any associated substructures. All excavations are to be backfilled.
2. Install chain link fence with 25-foot gate at property along street with necessary fencing at the sides.

Staff has coordinated stoppage and disconnect of utilities at each parcel including water/sewer, cable TV, telephone, gas and electric utilities. Staff anticipates all utilities shall be disconnected prior to contractor scheduling any work.

Each parcel building after abatement cleanup and prior to demolition, shall be made available to City for Fire Department training use for a minimum period of three (3) business days.

## **SCHEDULE & MILESTONE**

Project schedule shall at a minimum include the below milestones for the project:

1. Milestone #1: On-Site Kick-Off Meeting Complete.
2. Milestone #2: Project Execution Plan Submittal Complete.
3. Milestone #3: Mobilization to Site Complete.
4. Milestone #4: 10 Day BAAQMD Jurisdictional Submittals Complete.
5. Milestone #5: Soft Demolition ('precision or selective demo') Complete.
6. Milestone #6: Hard Demolition ('mass or bulk demo') Complete.
7. Milestone #7: Structural Demolition & Removals Complete.
8. Milestone #8: Punchlist Complete
9. Milestone #9: Final Acceptance Complete.
10. Milestone #10: Close-Out, Turnover Complete.

## **SAFETY**

1. Safety is paramount for this project.
2. Pre-planning, documentation, safety training, tool-box meetings, and other City of Hayward safety procedures are to be adhered to for this project.

- Contractor to follow appropriate codes and guidelines in accordance with jurisdictional, environmental, and best-practices requirements.

### CO-OCCUPANY CONSIDERATIONS

- The Contractor should expect that there are also neighboring homes and businesses to the City of Hayward project site.
- The Contractor shall adhere to specific “Good Neighbor Policy” requirements to be provided by the City of Hayward Project Management Team.
- “Good Neighbor Policy”: Any project activities that have a risk of causing potential Interruptions to Productions (“ITP”) to proximate neighboring businesses or sites will be submitted in advance for review and approval by City of Hayward.
- Any project activities involving the generation of noise, vibration, dust, odor, power interruptions, access interruption, environmental, or other risks: 48-hour Notice shall be given; Notice shall be given to adjacent homes in accordance with Special Provisions. Contractor to be responsible for alternate solutions during construction that eliminate ITP’s.

### COORDINATION AND PLANNING

- Contractor will make its staff and sub-contractors available for regularly scheduled project meetings. Coordination and communication will be critical to the success of this very important project.

### TASKS & DELIVERABLES

- This Scope of Work (SOW) is for:

X	Removal of Soft Demolition.
X	Removal of Fixtures
X	Removal of Doors for salvage.
X	Removal of Walls and structural items identified.
X	Removal of items from building and areas.
X	Project management.
	Other (TBD).

- City of Hayward requests the following professional services from professional for the project:

X	Project Execution Plan.
X	EH&S Plan.
X	Field Verification of Current Conditions.
X	Demo/Modification Drawings
X	Plan Check Submittal & Response to Comments.
X	Coordination with Construction Team.
X	Project Procedures (incorporating City of Hayward procedures).
X	Meeting Attendance.
	Other (TBD).

- Information available for this project:

X	Space authorized for project.
X	Equipment historical information.

	PDF-CAD files to be used for backgrounds (from City of Hayward).
X	City of Hayward Project Contact
X	Access to space (with badge or escort).
	Other (TBD).

4. Disciplines involved in this project:

	Architectural, Layout.
	Structural, Seismic.
	Mechanical, HVAC, Exhaust.
	Fire Protection.
X	Electrical, Power, Lighting.
	FLS/LSS.
X	Demolition
	Security.
	IT/T.
	Fire Alarm.
	Controls.
X	Hazardous Materials Specialties- Asbestos and Lead.
	Vibration, Acoustic, Site Specialties (work with City of Hayward information provided).

*Note: Items indicated with 'X' are included in this scope of work (SOW).*

**DESCRIPTION OF ASBESTOS ABATEMENT FOR EACH PARCEL**

- 1 10 Day Notification.
- 2 Setup containment and safe off utilities.
- 3 Asbestos abatement of all interior friable and no friable materials, wall and ceiling texture, tapping mud and flooring materials and lead abatement and removal of loose and flaking paint and stabilization.
- 4 Asbestos abatement of all exterior surfaces and roof and lead abatement and removal of loose and flaking paint and stabilization.
- 5 Detail clean and prepare containments for visual inspection and post abatement air monitoring.
- 6 Removal and manifesting of waste.

**DESCRIPTION OF DEMOLITION FOR EACH PARCEL**

- 1 Disconnect and removal of all utilities.
- 2 Remove all structural walls and frame work and recycle materials.
- 3 Remove all foundations and recycle concrete.
- 4 Grade site level to existing slope and apply hydro seeding to parcel.
- 5 Removal and tracking of waste and recycled materials.

The following notes will apply in their entirety, without exclusions or exemptions, to the entire Scope of Work for this Project unless otherwise instructed to in writing:

1. There are 11 properties that the City of Hayward has slated for demolition. The Abatement and Demolition Contractors shall coordinate work activities with the City of Hayward Construction Manager and other trades as applicable. Prior to the commencement of abatement or removal activities, it is the Contractors responsibility to reconcile all the abatement/removal scope of work materials and locations listed herein with the intent of the Project Construction Manager and/or the Owners Representative.

2. Contractors shall bid all quantities listed herein.
3. The Contractor shall be responsible for independently verifying ALL quantities enumerated.
4. The Contractor shall be responsible for the abatement/removal of ALL LISTED MATERIALS - IN ALL LOCATIONS as indicated in these documents.
5. The Contractor shall be responsible for the quantification of all materials removed from ALL LOCATIONS.
6. All items that are left in/on the Building(s) that may be affected by of this Scope of Work are to be protected in place unless otherwise directed (in writing) by the Owner or the Owners designee.
7. The Scope of Work is created based on the Architectural Drawings and/or the information received from the Owner/the Owners representative. It is restricted to those materials surfaces and quantities that are designated to be impacted during the modernization. This is not a complete inventory of all known or suspect hazardous materials in these areas, nor should it be construed to be a comprehensive hazardous materials report for these work areas.

**ASBESTOS ABATEMENT SCOPE OF WORK NOTES:**

- a) All items enumerated are to be removed in accordance with Section 02 82 00, "Asbestos Abatement" of the attached Specifications and in full compliance with current Local, State and Federal regulations. In the event of a conflict between the regulations and the specifications the most stringent shall apply.
- b) Multiple Containment(s) are required on multiple floors in order to coordinate activities with other trades. The Asbestos Removal Contractor's Base Bid shall include operating 4 floor of abatement at a time based on the attached schedule.
- c) For the removal of Flooring Materials and Flooring Mastics/Adhesives –
  - a. If the Flooring Materials AND/OR the Flooring Mastics/Adhesives are removed by Mechanical Means
    - (1a) BAAQMD Notification and Friable Material Removal Preparations will be required, and
    - (1b) The waste products must be disposed of as Hazardous Waste;
  - b. If the Mastics/Adhesives are removed with Regulated Solvents  
The waste products must be disposed of in accordance with prevailing regulations and the SDS for that Solvent.

**LEAD ABATEMENT/ REMOVAL SCOPE OF WORK NOTES:**

- a) All items enumerated are to be removed in accordance with Section 02 83 00, "Lead Abatement" of the attached Specifications and in full compliance with current Local, State and Federal regulations. In the event of a conflict between the regulations and the specifications, the most stringent shall apply.
- b) Multiple Containment(s) could be required in the same locations in order to coordinate activities with other trades. The Lead Removal Contractor's Base Bid shall include two (2) additional mobilizations (in addition to the initial mobilization) and containment costs per building for Lead related work.
- c) Special Removal and Disposal Instructions:
  - (i) In Areas for Removal



Remove and Dispose of Material/Component as Lead Containing Waste to framing, including any insulation materials; framing to be cleaned and remain intact.

NOTE: If Lead Coated Metal Components are to be “recycled” instead of being disposed of as Lead Containing Waste, the Contractor must – (I) provide the owner with documentation from the Metal Recycler, confirming acceptance of known Lead Coated materials; (II) transport these materials under proper manifest/trip ticket; and (III) provide a copy of the trip ticket signed by the Recycler, proving appropriate disposal of the Scope of Work Item(s).

(ii) In areas for Modification/Attachment

Remove all Layers of Paint and Dispose of as Lead Containing Waste. Stabilize (‘Coat’ Over) leading edge of removed area with an approved “Sealant” to enable Prep, Priming, and Repainting by Others. For anticipated welding, torching or other ‘hot work’ on metal remove all layers of paint to bare metal at a minimum of 18 inches on each side of (on all faces of the metal) the anticipated work.

(iii) In Areas for Repainting

Manually Abrade/Scrape all accessible surfaces in their entirety, being careful to remove all ‘peeling-chipping’ paint. Manually Wash/Scrub all ‘build-up’ (Chalking residue, Grime, etc.) from all accessible surfaces. Dispose of all Waste Products and Debris as Lead Containing Waste. Stabilize (‘Coat’ Over) exposed Substrate with an approved “Sealant” to enable Prep, Priming, and Repainting by Others.

## **POLYCHLORINATED BIPHENYL (PCB) REMEDIATION NOTES:**

- a) All items enumerated are to be removed in accordance with Section 02 84 00, “Polychlorinated biphenyls (PCB) and Mercury Tubes Mercury Switches Removal” of the attached Specifications and in full compliance with current Local, State and Federal regulations. In the event of a conflict between the regulations and the specifications the most stringent shall apply.
- b) Light bulbs/tubes are to be removed and disposed of as Mercury containing waste.
- c) Light fixture ballasts are to be removed and disposed of as Poly-Chlorinated Bi-Phenyl (PCB) containing waste unless expressly labeled as “Non-PCB” or “No PCB’s”. If ballasts are labeled as “Non-PCB” or “No PCB’s”, they must be appropriately disposed of and/or recycled.

**APPENDIX B**

**HAZARDOUS MATERIALS REPORTS**

**Appendix B-1**

**Parcel 25552 Maitland Drive Hayward California**



August 10, 2018

18-135-1

Mr. Kevin Briggs  
City of Hayward  
777 B Street  
Hayward, CA 94541  
Telephone: (510) 583-4760

**Asbestos and Lead Demolition Survey Report  
25552 Maitland Drive  
Hayward, CA**

Dear Mr. Briggs:

Pursuant to your request and authorization, EnviroNova, LLC (EnviroNova), is pleased to present this report to the City of Hayward for the residence located at 25552 Maitland Drive in Hayward, California (Site) for an asbestos and lead demolition survey on the building. All work was conducted by properly certified field and professional staff according to applicable federal, state and local regulations.

On June 20, 2018, EnviroNova collected suspect material samples from areas of the Site where construction activities will disturb flooring, wall, and ceiling materials. The asbestos and lead samples were submitted under chain of custody procedures to Environmental Microbiology Laboratories located in South San Francisco, California. The asbestos samples were analyzed via polarized light microscopy (PLM) in accordance with the method specified in appendix A subpart F 40 CFR part 763, section 1, and the lead samples were analyzed via atomic absorption in accordance with EPA Method 7000B. Maps detailing sample locations are attached and the internet based matter port virtual tour can be viewed at the following:

<https://my.matterport.com/show/?m=QG2XFezFvKd>

## **ASBESTOS**

Suspect asbestos materials were organized into twelve (12) homogeneous areas of materials, resulting in thirty-one (31) bulk samples analyzed. Based on the certified analytical report, fifteen (15) of the materials sampled tested positive for asbestos and all others were reported as "None Detected." Table I below summarizes the materials and locations. The certified report of laboratory analysis and chain of custody documentation are attached.

**Table I – Asbestos Content in Sampled Materials**

Material Description and Location	Asbestos %	TSI	Surfacing	Miscellaneous	RACM	*Cat. I Non-Friable	*Cat. II Non-Friable
White ceiling texture Throughout	3% CH		X		X		
Off-white joint compound with paint Throughout	2% CH			X	X		
Off white wall texture with paint Throughout	2% CH		X		X		
White floor tile and black mastic under beige sheet flooring	2% CH 3% CH			X		X	
Black mastic	3% CH			X		X	
Light gray stucco Exterior	<1% CH		X		X		
Black roofing mastic	3% CH			X		X	

CH=Chrysotile Asbestos. AA=Anthophyllite Asbestos \*Point Count Needed to remove RACM designation. ND="Not Detected"

Table II below summarizes the materials and locations of samples found NOT to contain asbestos. The certified report of laboratory analysis and chain of custody are attached.

**Table II – Materials Found NOT to Contain Asbestos**

Material Description	Material Location
Red Brick and Gray Grout	Exterior Walls
Beige, Gray and White Stucco (however light gray stucco is ACM See Table 1)	Exterior Walls
Black Roofing Shingles	Exterior Roof
Blue Ceramic Tile + Gray Grout	Bathroom Shower Walls
Brown Basecove + White Mastic	Kitchen/Bathroom Floors
Brown/Black Roofing Shingles	Roof of Residence
Brown/Black Paper Vapor Barrier	Exterior Walls

## LEAD

Paint and ceramic tile from homogeneous areas were analyzed for lead content using a handheld XRF analyzer. Two (2) of the materials tested positive for lead and the remaining materials were negative as defined in Title 8 CCR 1532.1. Table III below summarizes the tested materials and locations. A map showing locations where samples were taken and XRF readings are attached hereto.

**Table III – Lead Content in Paint Materials**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25552 Maitland Dr	115	Living Room	Wall	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	116	Living Room	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	117	Bedroom	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	118	Hall	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	119	Bedroom	Wall	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	120	Master Bedroom	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	121	Bath	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	122	Dining	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	123	Kitchen	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	124	Master Bedroom	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	125	Master Bedroom	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	126	Hall	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	127	Dining	Door Frame	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	128	Dining	Ceiling	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	129	Bath	Ceiling	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	130	Master Bedroom	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	131	Dining	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	132	Living Room	Window Sill	Wood	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	133	Exterior	Wall	Stucco	Brown	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	134	Exterior	Wall	Stucco	Brown	Intact	0	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	135	Exterior	Wall	Wood	Brown	Intact	0.2	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	136	Exterior	Post	Wood	Brown	Intact	-0.4	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	137	Exterior	Deck	Wood	Brown	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	138	Exterior	Wall	Brick	Red	Intact	0	mg/cm <sup>2</sup>	Negative
25552 Maitland Dr	182	Bath	Floor/Wall	Tile	White	Intact	9	mg/cm <sup>2</sup>	Positive
25552 Maitland Dr	183	Bath	Floor/Wall	Tile	White	Intact	2.4	mg/cm <sup>2</sup>	Positive

## **Recommendations**

Based upon the results of analyses for asbestos and lead, which indicated that both asbestos and lead were present, EnviroNova recommends a properly certified abatement contractor be utilized to remove/abate asbestos and lead containing materials prior to disturbance related to any demolition activities. Additionally, the removal or abatement activities should be monitored for compliance, and clearance testing of contained areas is recommended before considering the abatement complete.

If other suspect asbestos/lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos/lead. Therefore all new materials must be sampled prior to their disturbance.

## **Lead Work Guidelines and Regulations**

Loose and flaking paints should be scraped down to intact paint (and the resulting paint chips captured for disposal), prior to demolition by a registered lead abatement contractor. Only components with intact, well-adhered paint will then remain during demolition. Ceramic tile with high lead content should also be removed prior to demolition. The owner or removal/demolition contractor should conduct appropriate segregation of waste created during the removal or dismantling/demolition process and dispose of the different waste streams in accordance regulatory requirements based on appropriate testing results.

The current Cal/OSHA Lead in Construction Safety Standard (8 CCR 1532.1) regulation applies to all construction work where an employee may be occupationally exposed to lead. Therefore, work performed on surfaces (including manual demolition, scraping, welding, etc.) containing any amount of lead must comply with the standard, including an exposure assessment (personal air monitoring) to determine if the airborne lead exposure levels are within acceptable limits. Therefore, any work performed on a surface containing any amount of lead must comply with this regulation. Any paint not represented by a result that is below the analytical limit of detection should be considered to contain lead and be treated as such until proven otherwise.

Lead waste is considered a hazardous waste if the result of the Toxicity Characterization Leaching Procedure (TCLP) test exceeds 5 mg/liter (5 ppm), under the Resource Conservation and Recovery Act (RCRA), 40 CFR 261, Appendix II. In California, a waste is also considered hazardous if the result of soluble lead content by a Waste Extraction Test (WET) is greater than 5 mg/l, or if the total lead content exceeds 1,000 mg/kg in accordance with Title 22 of the CCR. When TTLC results are below 50 mg/kg, STLC/TCLP limits cannot be exceeded, so the waste is classified as non-hazardous. For detailed regulatory requirements in specific situations, FACS may be consulted, and the applicable regulations should be examined.

As required by the California Department of Public Health, Title 17, Article 16 Regulations, dated January 8, 1999, EnviroNova will forward Form 8552 to CDPH notifying them of the absence of lead-based paint in the areas tested at the subject property.

## **Limitations**

This survey was conducted as a demolition survey. Therefore, EnviroNova followed EPA guidelines and completed sampling of all suspect asbestos and lead materials that were readily accessible in the buildings. Adhering to EPA and OSHA regulations for presumed asbestos and lead containing materials, very limited quantities of suspect materials that were non-accessible, such as HVAC duct systems, inside walls and/or interstitial spaces are assumed to contain asbestos and/or lead. If other suspect asbestos and/or lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos and or lead. Appropriate sampling and analysis of the non-accessible areas, performed according to EPA guidelines, may prove otherwise and negate this assumption. Conclusions and recommendations made regarding hazardous materials are based upon information obtained from samples and tests taken at specific locations and professional judgment. Recommendations in this report are made based on conditions that we reasonably infer to exist between sampling points.

This investigation is limited to the conditions and practices observed and information made available to EnviroNova. The methods, conclusions and recommendations provided are based on EnviroNova's professional judgment, expertise and the standard of practice for professional service. In providing our survey services, EnviroNova performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

The survey was planned and implemented on the basis of a mutually agreed upon scope of work, best practices and EnviroNova's previous experience in performing building surveys for asbestos and lead containing materials. EnviroNova uses only qualified professionals and laboratories to perform building surveys and sample analyses. *PLM is generally not capable of detecting extremely fine fibers (<0.3µm in diameter). Further analysis by transmission electron microscopy is able to detect smaller fibers. However, this is a concern only with certain materials such as floor tiles. Composite 400 point count analysis was not part of the survey and would be need to be performed to remove RACM designation.*

*[Remainder of Page Intentionally Left Blank]*



This document was prepared by EnviroNova at the direction of the City of Hayward for the sole use only by the City of Hayward and their sub-contractors for this project, whom are the only intended beneficiaries of this work. No other party should rely on the information contained herein without the prior written consent of EnviroNova. This report and the interpretations, conclusions, and recommendations contained within are based in part on information presented in other documents or by other parties that are cited in the text. Therefore, this report is subject to the limitations and qualifications presented in the referenced information.

EnviroNova appreciates the opportunity to present this report. Please contact Basil Falcone at (415) 599-6657 if you have any questions. We look forward to working with you again.

Respectfully submitted,



A handwritten signature in black ink, appearing to read "John B. Adams".

John B. Adams, CAC (#12-4899), CDPH-I/A (#27945)  
Project Environmental Scientist

A handwritten signature in black ink, appearing to read "Basil Falcone".

Basil Falcone, REA, CAC (#04-3597)  
President

Attachments Certified Laboratory Analytical Report  
Chain of Custody Documentation  
Sample Location Maps



Report for:

**Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon**  
**Enviro Nova**  
235 Montgomery Street  
Suite 1105  
San Francisco, CA 94104

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Regarding: Project: 18-135-1; HWY 238 Bypass; City of Hayward, 25552 Maitland Drive, Hayward, CA  
EML ID: 1949820

Approved by:

Approved Signatory  
Danny Li

Dates of Analysis:  
Asbestos PLM: 06-28-2018 to 07-02-2018

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

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All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-1; HWY 238 Bypass; City of Hayward, 25552 Maitland Drive, Hayward, CA

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Total Samples Submitted:** 31  
**Total Samples Analyzed:** 31  
**Total Samples with Layer Asbestos Content > 1%:** 15

**Location: 1-V-01, Popcorn ceiling, white spray applied acoustical material on ceiling** Lab ID-Version‡: 9181163-1

Sample Layers	Asbestos Content
White Ceiling Texture	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 1-V-02, Popcorn ceiling, white spray applied acoustical material on ceiling** Lab ID-Version‡: 9181164-1

Sample Layers	Asbestos Content
White Ceiling Texture	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 1-V-03, Popcorn ceiling, white spray applied acoustical material on ceiling** Lab ID-Version‡: 9181165-1

Sample Layers	Asbestos Content
White Ceiling Texture	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 1-A-01, Sheetrock, white sheetrock and beige joint compound on walls throughout** Lab ID-Version‡: 9181166-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b> Moderate	

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-1; HWY 238 Bypass; City of Hayward, 25552 Maitland Drive, Hayward, CA

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 1-A-02, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181167-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 1-A-03, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181168-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 1-A-04, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181169-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-1; HWY 238 Bypass; City of Hayward, 25552 Maitland Drive, Hayward, CA

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 1-A-05, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181170-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-1; HWY 238 Bypass; City of Hayward, 25552 Maitland Drive, Hayward, CA

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 1-G1-01, Ceramic tile, beige ceramic tile and grout in bathroom**

Lab ID-Version‡: 9181171-1

Sample Layers	Asbestos Content
Beige Ceramic Tile	ND
Gray Grout	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 1-G1-02, Ceramic tile, beige ceramic tile and grout in bathroom**

Lab ID-Version‡: 9181172-1

Sample Layers	Asbestos Content
Beige Ceramic Tile	ND
Gray Grout	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 1-G2-01, Ceramic tile, blue ceramic tile and grout in bathroom**

Lab ID-Version‡: 9181173-1

Sample Layers	Asbestos Content
Blue Ceramic Tile	ND
Gray Grout	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 1-G2-02, Ceramic tile, blue ceramic tile and grout in bathroom**

Lab ID-Version‡: 9181174-1

Sample Layers	Asbestos Content
Blue Ceramic Tile	ND
Gray Grout	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-1; HWY 238 Bypass; City of Hayward, 25552 Maitland Drive, Hayward, CA

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 1-H-01, Sheet flooring, beige sheet flooring and black mastic on kitchen floor**

Lab ID-Version‡: 9181175-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Black Mastic	3% Chrysotile
Brown Wood	ND
<b>Composite Non-Asbestos Content:</b>	30% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 1-H-02, Sheet flooring, beige sheet flooring and black mastic on kitchen floor**

Lab ID-Version‡: 9181176-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
White Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
Brown Wood	ND
<b>Composite Non-Asbestos Content:</b>	30% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 1-F-01, Base cove, brown base cove and white mastic in kitchen area/bathroom area**

Lab ID-Version‡: 9181177-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
White Mastic	ND
Brown Mastic	ND
<b>Sample Composite Homogeneity:</b>	Moderate

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-1; HWY 238 Bypass; City of Hayward, 25552 Maitland Drive, Hayward, CA

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 1-F-02, Base cove, brown base cove and white mastic in kitchen area/bathroom area**

Lab ID-Version‡: 9181178-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
White Mastic	ND
Brown Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-1; HWY 238 Bypass; City of Hayward, 25552 Maitland Drive, Hayward, CA

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 1-X-01, Brick, red brick and grout on exterior walls**

Lab ID-Version‡: 9181179-1

Sample Layers	Asbestos Content
Red Brick	ND
Gray Grout	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 1-W-01, Stucco, gray stucco on exterior side of building**

Lab ID-Version‡: 9181180-1

Sample Layers	Asbestos Content
Beige Stucco	ND
Light Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 1-W-02, Stucco, gray stucco on exterior side of building**

Lab ID-Version‡: 9181181-1

Sample Layers	Asbestos Content
White Stucco	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 1-W-03, Stucco, gray stucco on exterior side of building**

Lab ID-Version‡: 9181182-1

Sample Layers	Asbestos Content
Beige Stucco	ND
Gray Stucco	ND
Light Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

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‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-1; HWY 238 Bypass; City of Hayward, 25552 Maitland Drive, Hayward, CA

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 1-R-01, Roof shingles, black/brown roofing shingles on roof**

Lab ID-Version‡: 9181183-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Pebbles	ND
Black Roofing Mastic	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	5% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 1-R-02, Roof shingles, black/brown roofing shingles on roof**

Lab ID-Version‡: 9181184-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Pebbles	ND
<b>Composite Non-Asbestos Content:</b>	15% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 1-R-03, Roof shingles, black/brown roofing shingles on roof**

Lab ID-Version‡: 9181185-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Pebbles	ND
<b>Composite Non-Asbestos Content:</b>	15% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 1-M-01, Roof mastic, black roofing mastic at penetration on roof**

Lab ID-Version‡: 9181186-1

Sample Layers	Asbestos Content
Black Roofing Mastic	ND
<b>Composite Non-Asbestos Content:</b>	20% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-1; HWY 238 Bypass; City of Hayward, 25552 Maitland Drive, Hayward, CA

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 1-M-02, Roof mastic, black roofing mastic at penetration on roof**

Lab ID-Version‡: 9181187-1

Sample Layers	Asbestos Content
Black Roofing Mastic	ND
<b>Composite Non-Asbestos Content:</b>	20% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 1-Y-01, Vapor barrier, brown/black paper vapor barrier on exterior walls**

Lab ID-Version‡: 9181188-1

Sample Layers	Asbestos Content
Black Vapor Barrier	ND
<b>Composite Non-Asbestos Content:</b>	75% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 1-C-01, Texture, white texture on walls throughout**

Lab ID-Version‡: 9181189-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 1-C-02, Texture, white texture on walls throughout**

Lab ID-Version‡: 9181190-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Sample Composite Homogeneity:</b>	Moderate

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-1; HWY 238 Bypass; City of Hayward, 25552 Maitland Drive, Hayward, CA

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 1-C-03, Texture, white texture on walls throughout**

Lab ID-Version‡: 9181191-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 1-C-04, Texture, white texture on walls throughout**

Lab ID-Version‡: 9181192-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 1-C-05, Texture, white texture on walls throughout**

Lab ID-Version‡: 9181193-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

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# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive
- Analyze All Samples
- Point Count Analysis (400-point)



001949820

Project Name/Address: City of Hayward, 25552 Maitland Dr. Hayward, California		
Project #: 18-135-1 HWY 238 Bypass	Sampled By: Basil Falcone	Sampling Date: 6-20-18
Sample(s) Sent To: EMLab		Turn Around Time: 5 day
EMAIL TO:	<input type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com
		<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description:	Quantity:
	<b>Popcorn Ceiling</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-V-01	White Spray Applied Acoustical Material on Ceiling	
1-V-02	White Spray Applied Acoustical Material on Ceiling	
1-V-03	White Spray Applied Acoustical Material on Ceiling	
	<b>Sheetrock</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-A-01	White Sheetrock and Beige Joint Compound on Walls Throughout	
1-A-02	White Sheetrock and Beige Joint Compound on Walls Throughout	
1-A-03	White Sheetrock and Beige Joint Compound on Walls Throughout	
	<b>Sheetrock</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-A-04	White Sheetrock and Beige Joint Compound on Walls Throughout	
1-A-05	White Sheetrock and Beige Joint Compound on Walls Throughout	
	<b>Ceramic Tile</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-G1-01	Beige Ceramic Tile and Grout in Bathroom	
1-G1-02	Beige Ceramic Tile and Grout in Bathroom	
	<b>Ceramic Tile</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-G2-01	Blue ceramic Tile and Grout in Bathroom	
1-G2-02	Blue ceramic Tile and Grout in Bathroom	

Relinquished By: Basil Falcone Signature: [Signature] Date/Time: 6-22-18

Received By: \_\_\_\_\_ Signature: [Signature] Date/Time: 06/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7375  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive
- Analyze All Samples
- Point Count Analysis (400-point)



001949820

Project Name/Address: City of Hayward, 25552 Maitland Dr. Hayward, California		
Project #: 18-135-1	Sampled By: Basil Falcone	Sampling Date: 6-20-18
HWY 238 Bypass		Turn Around Time: 5 day
Sample(s) Sent To:		
EMAIL TO:	<input type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com
		<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description:	Quantity:
	<b>Sheet Flooring</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-H-01	Beige Sheet Flooring and Black Mastie on Kitchen Floor	
1-H-02	Beige Sheet Flooring and Black Mastie on Kitchen Floor	
	<b>Basecove</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-F-01	Brown Basecove and White Mastie in Kitchen Area/Bathroom Area	
1-F-02	Brown Basecove and White Mastie in Kitchen Area/Bathroom Area	
	<b>Material Description:</b>	
Sample ID	Sample Location & Material Location	Quantity:
	<b>Material Description:</b>	
Sample ID	Sample Location & Material Location	Quantity:
	<b>Brick</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-X-01	Red Brick and Grout on Exterior Walls	

Relinquished By: Basil Falcone Signature: [Signature] Date/Time: 6-22-18

Received By: \_\_\_\_\_ Signature: [Signature] Date/Time: 6/22/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive
- Analyze All Samples
- Point Count Analysis (400-point)



001949820

Project Name/Address: City of Hayward, 25552 Maitland Dr. Hayward, California		
Project #: 18-135-1 HWY 238 Bypass	Sampled By: Basil Falcone	Sampling Date 6-20-18
Sample(s) Sent To:		Turn Around Time: 5 day
EMAIL TO: <input type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com	<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description:	
	<b>Stucco</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-W-01	Gray Stucco on Exterior Side of Building	
1-W-02	Gray Stucco on Exterior Side of Building	
1-W-03	Gray Stucco on Exterior Side of Building	
	<b>Roof Shingles</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-R-01	Black/Brown Roofing Shingles on Roof	
1-R-02	Black/Brown Roofing Shingles on Roof	
1-R-03	Black/Brown Roofing Shingles on Roof	
	<b>Roof Mastic</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-M-01	Black Roofing Mastic at Penetration on Roof	
1-M-02	Black Roofing Mastic at Penetration on Roof	
	<b>Vapor Barrier</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-Y-01	Brown/Black Paper Vapor Barrier on Exterior Walls	
	<b>texture</b>	
Sample ID	Sample Location & Material Location	Quantity:
1-C-01	White Texture on Walls Throughout	
1-C-02	White Texture on Walls Throughout	
1-C-03	White Texture on Walls Throughout	

Relinquished By: Basil Falcone Signature: [Signature] Date/Time: 6-22-18

Received By: \_\_\_\_\_ Signature: [Signature] Date/Time: 6/25/18 9:45





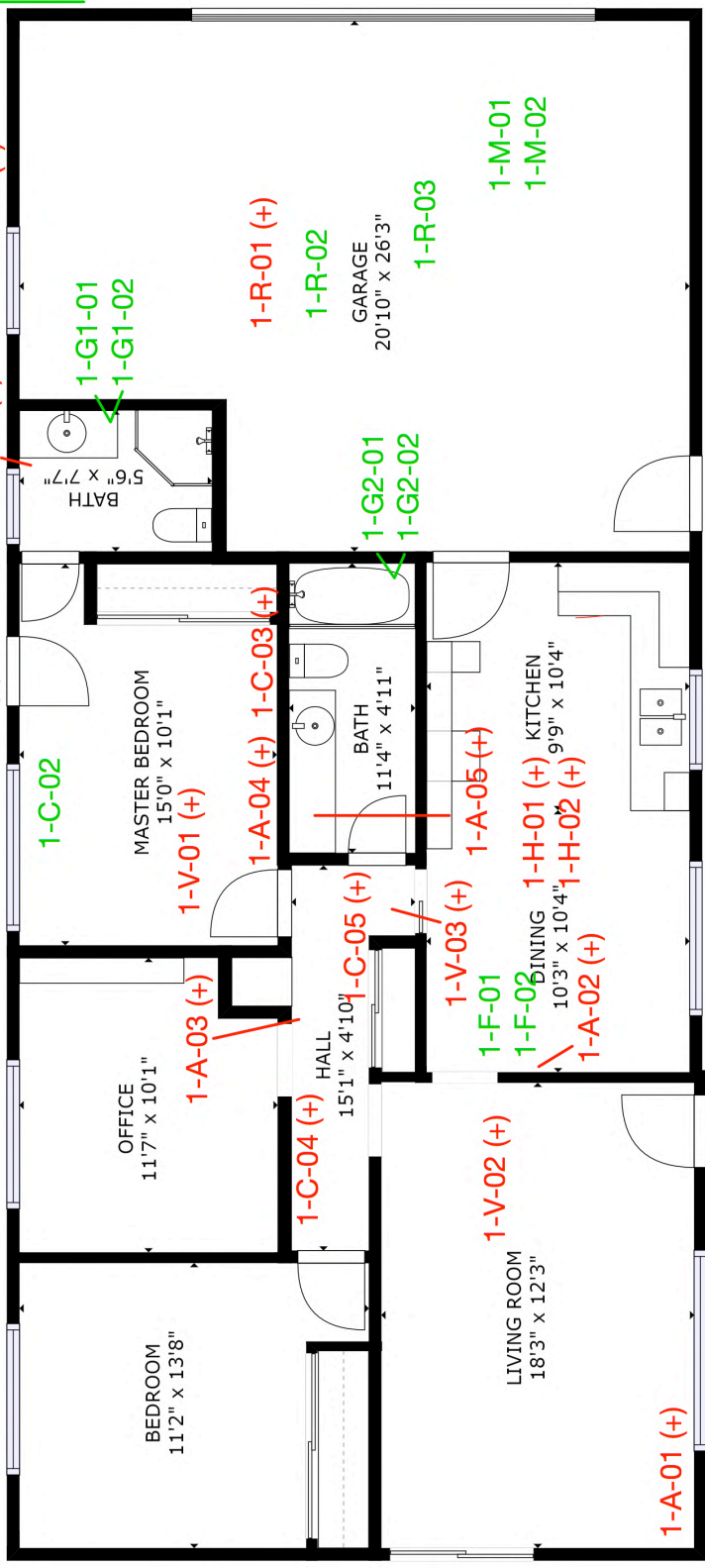
1-X-01

1-W-03 (+)

1-W-02 (+)

1-C-01 (+)

1-W-01 (+)



FLOOR 1

**KEY:**

Red numbers indicate areas tested positive for asbestos

- 1-V-01-03 Acoustic ceiling
- 1-H-01-02 Sheetrock & joint compound walls & ceilings
- 1-H-01-02 Sheetrock
- 1-C-01-05 Texture coat on walls and ceilings
- 1-F-01,02 Basecoat mastic
- 1-W-01-03 Stucco Exterior

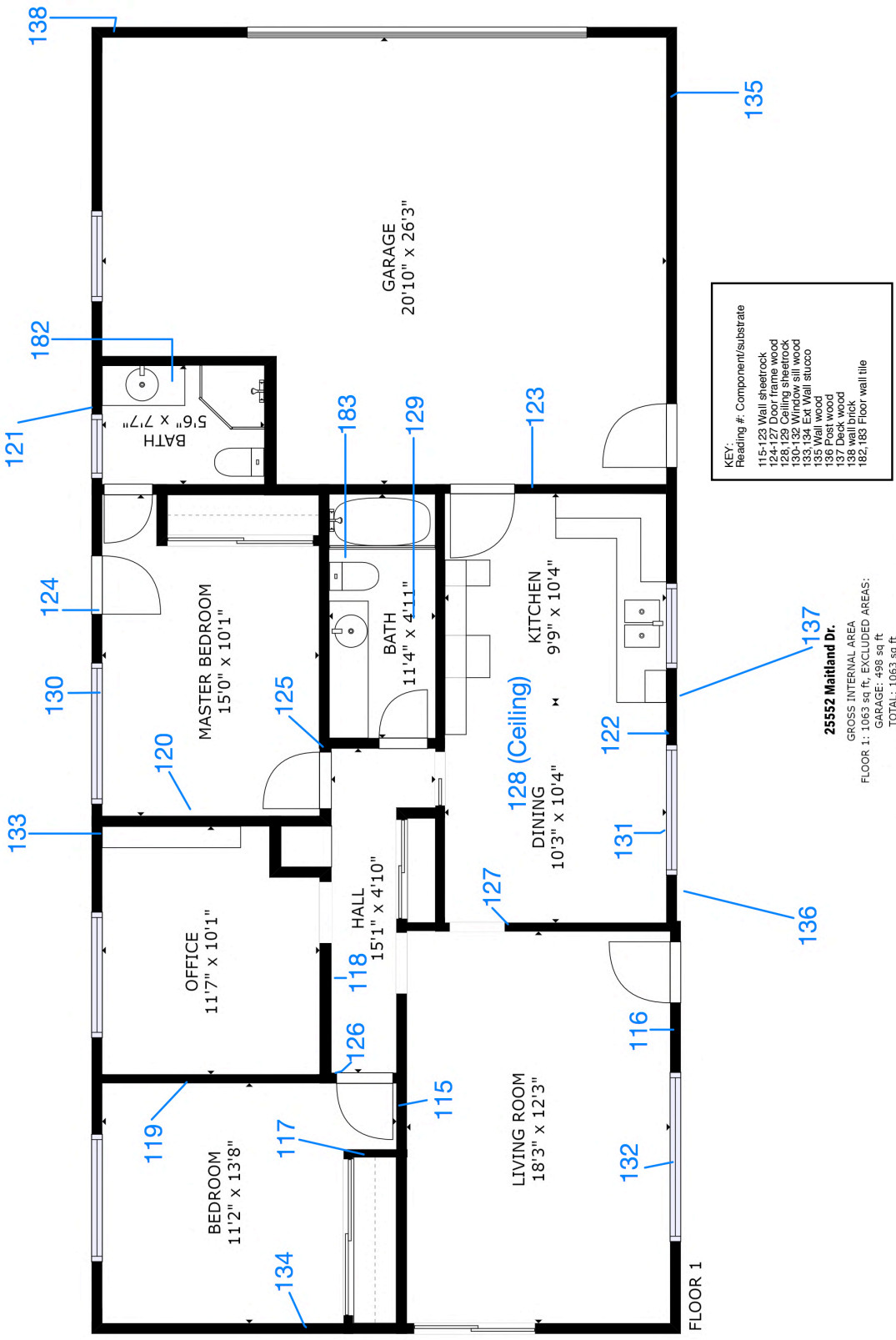
Green numbers indicate areas tested negative for asbestos

- 1-G1, G2 Ceramic tile and grout and mastic
- 1-M Black roof mastic
- 1-Y vapor barrier
- 1-X Red brick and grout

**25552 Maitland Dr.**

GROSS INTERNAL AREA  
FLOOR 1: 1063 sq. ft. EXCLUDED AREAS:  
GARAGE: 498 sq. ft.  
TOTAL: 1063 sq. ft.

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.



FLOOR 1

**Appendix B-2**

**Parcel 25560 Maitland Drive Hayward California**



August 10, 2018

18-135-2

Mr. Kevin Briggs

City of Hayward

777 B Street

Hayward, CA 94541

Telephone: (510) 583-4760

**Asbestos and Lead Demolition Survey Report**

**25560 Maitland Drive**

**Hayward, CA**

Dear Mr. Briggs:

Pursuant to your request and authorization, EnviroNova, LLC (EnviroNova), is pleased to present this report to the City of Hayward for the residence located at 25560 Maitland Drive in Hayward, California (Site) for an asbestos and lead demolition survey on the building. All work was conducted by properly certified field and professional staff according to applicable federal, state and local regulations.

On June 20, 2018, EnviroNova collected suspect material samples from areas of the Site where construction activities will disturb flooring, wall, and ceiling materials. The asbestos and lead samples were submitted under chain of custody procedures to Environmental Microbiology Laboratories located in South San Francisco, California. The asbestos samples were analyzed via polarized light microscopy (PLM) in accordance with the method specified in appendix A subpart F 40 CFR part 763, section 1, and the lead samples were analyzed via atomic absorption in accordance with EPA Method 7000B. Maps detailing sample locations are attached and the internet based matter port virtual tour can be viewed at the following:

<https://my.matterport.com/show/?m=vc7jdTzSfEb>

**ASBESTOS**

Suspect asbestos materials were organized into eleven (11) homogeneous areas of materials, resulting in thirty (30) bulk samples analyzed. Based on the certified analytical report, seventeen (17) of the materials sampled tested positive for asbestos and all others were reported as "None Detected". Table I below summarizes the materials and locations. The certified reports of laboratory analysis and chain of custody documentation are attached.

**Table I – Asbestos Content in Sampled Materials**

Material Description and Location	Asbestos %	TSI	Surfacing	Miscellaneous	RACM	*Cat. I Non-Friable	*Cat. II Non-Friable
White ceiling texture throughout	5% CH		X		X		
Beige and white joint compound with paint throughout	2% CH			X	X		
Off white wall texture with paint throughout	2% CH		X		X		
Beige sheet flooring, with brown mastic kitchen	20% CH			X		X	
Black mastic under sheet flooring Entryway	3% CH			X		X	
Gray stucco, exterior	<1% CH		X		X		

CH=Chrysotile Asbestos. AA=Anthophyllite Asbestos \*Point Count Needed to remove RACM designation. ND= "Not Detected"

Table II below summarizes the material and location of samples found NOT to contain asbestos. The certified report of laboratory analysis and chain of custody are attached.

**Table II – Materials Found NOT to Contain Asbestos**

Material Description	Material Location
White Bascove + White Mastic	Kitchen Floor
Light Brown and White Carpet Mastic	Living Room Floor
Off White Sheet Flooring (layers below are ACM)	Kitchen Floor and Entryway Floor
Black Vapor Barrier	Exterior Walls Throughout Residence
Black Roofing Tar and Materials	Roof of Residence
White/Yellow Ceramic Tile + Gray Grout	Bathroom Shower Wall

## LEAD

Paint and ceramic tile from homogeneous areas were analyzed for lead content using a handheld XRF analyzer. One of the materials tested positive for lead and the remaining materials were negative as defined in Title 8 CCR 1532.1. Table III below summarizes the tested materials and locations. A map showing locations where samples were taken and XRF readings are attached hereto.

**Table III – Lead Content in Paint Materials**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25560 Maitland Dr	139	Kitchen	Wall	Sheetrock	White	Intact	0.1	mg/cm2	Negative
25560 Maitland Dr	140	Hall	Wall	Sheetrock	White	Intact	0.1	mg/cm2	Negative
25560 Maitland Dr	141	Living Room	Wall	Sheetrock	White	Intact	0	mg/cm2	Negative
25560 Maitland Dr	142	Hall	Wall	Sheetrock	White	Intact	0	mg/cm2	Negative
25560 Maitland Dr	143	Kitchen	Door Frame	Wood	White	Intact	0	mg/cm2	Negative
25560 Maitland Dr	144	Balcony	Door Frame	Wood	White	Intact	-0.1	mg/cm2	Negative
25560 Maitland Dr	145	Room	Door Frame	Wood	White	Intact	0	mg/cm2	Negative
25560 Maitland Dr	146	Kitchen	Window Sill	Wood	White	Intact	-0.1	mg/cm2	Negative
25560 Maitland Dr	147	Living Room	Window Sill	Wood	White	Intact	0	mg/cm2	Negative
25560 Maitland Dr	148	Master Bedroom	Door Frame	Wood	White	Intact	0	mg/cm2	Negative
25560 Maitland Dr	149	Bedroom	Ceiling	Sheetrock	White	Intact	0.1	mg/cm2	Negative
25560 Maitland Dr	150	Exterior	Wall	Wood	Green	Intact	0.1	mg/cm2	Negative
25560 Maitland Dr	151	Exterior	Wall	Wood	Green	Intact	-0.1	mg/cm2	Negative
25560 Maitland Dr	152	Exterior	Wall	Stucco	Green	Intact	0	mg/cm2	Negative
25560 Maitland Dr	153	Exterior	Wall	Stucco	Green	Intact	-0.1	mg/cm2	Negative
25560 Maitland Dr	154	Exterior	Wall	Stucco	Green	Intact	-0.3	mg/cm2	Negative
25560 Maitland Dr	155	Exterior	Wall	Stucco	Green	Intact	-0.1	mg/cm2	Negative
25560 Maitland Dr	156	Exterior	Downsprout	Metal	Green	Intact	0	mg/cm2	Negative
25560 Maitland Dr	157	Exterior	Door	Metal	Green	Intact	0.1	mg/cm2	Negative
25560 Maitland Dr	158	Exterior	Eve	Wood	Green	Intact	0.1	mg/cm2	Negative
25560 Maitland Dr	159	Exterior	Flashing	Metal	Green	Intact	0	mg/cm2	Negative
25560 Maitland Dr	180	Bath	Floor/Wall	Tile	White	Intact	8.2	mg/cm2	Positive

## **Recommendations**

Based upon the results of analyses for asbestos and lead, which indicated that both asbestos and lead were present, EnviroNova recommends a properly certified abatement contractor be utilized to remove/abate asbestos and lead containing materials prior to disturbance related to any demolition/renovation activities. Additionally, the removal or abatement activities should be monitored for compliance, and clearance testing of contained areas is recommended before considering the abatement complete.

If other suspect asbestos/lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos/lead. Therefore, all new materials must be sampled prior to their disturbance.

## **Lead Work Guidelines and Regulations**

Loose and flaking paints should be scraped down to intact paint (and the resulting paint chips captured for disposal), prior to demolition by a registered lead abatement contractor. Only components with intact, well-adhered paint will then remain during demolition. Ceramic tile with high lead content should also be removed prior to demolition. The owner or removal/demolition contractor should conduct appropriate segregation of waste created during the removal or dismantling/demolition process and dispose of the different waste streams in accordance regulatory requirements based on appropriate testing results.

The current Cal/OSHA Lead in Construction Safety Standard (8 CCR 1532.1) regulation applies to all construction work where an employee may be occupationally exposed to lead. Therefore, work performed on surfaces (including manual demolition, scraping, welding, etc.) containing any amount of lead must comply with the standard, including an exposure assessment (personal air monitoring) to determine if the airborne lead exposure levels are within acceptable limits. Therefore, any work performed on a surface containing any amount of lead must comply with this regulation. Any paint not represented by a result that is below the analytical limit of detection should be considered to contain lead and be treated as such until proven otherwise.

Lead waste is considered a hazardous waste if the result of the Toxicity Characterization Leaching Procedure (TCLP) test exceeds 5 mg/liter (5 ppm), under the Resource Conservation and Recovery Act (RCRA), 40 CFR 261, Appendix II. In California, a waste is also considered hazardous if the result of soluble lead content by a Waste Extraction Test (WET) is greater than 5 mg/l, or if the total lead content exceeds 1,000 mg/kg in accordance with Title 22 of the CCR. When TTLC results are below 50 mg/kg, STLC/TCLP limits cannot be exceeded, so the waste is classified as non-hazardous. For detailed regulatory requirements in specific situations, FACS may be consulted, and the applicable regulations should be examined.

As required by the California Department of Public Health, Title 17, Article 16 Regulations, dated January 8, 1999, EnviroNova will forward Form 8552 to CDPH notifying them of the absence of lead-based paint in the areas tested at the subject property.

## **Limitations**

This survey was conducted as a demolition survey. Therefore, EnviroNova followed EPA guidelines and completed sampling of all suspect asbestos and lead materials that were readily accessible in the buildings. Adhering to EPA and OSHA regulations for presumed asbestos and lead containing materials, very limited quantities of suspect materials that were non-accessible, such as HVAC duct systems, inside walls and/or interstitial spaces are assumed to contain asbestos and/or lead. If other suspect asbestos and/or lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos and or lead. Appropriate sampling and analysis of the non-accessible areas, performed according to EPA guidelines, may prove otherwise and negate this assumption. Conclusions and recommendations made regarding hazardous materials are based upon information obtained from samples and tests taken at specific locations and professional judgment. Recommendations in this report are made based on conditions that we reasonably infer to exist between sampling points.

This investigation is limited to the conditions and practices observed and information made available to EnviroNova. The methods, conclusions and recommendations provided are based on EnviroNova's professional judgment, expertise and the standard of practice for professional service. In providing our survey services, EnviroNova performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

The survey was planned and implemented on the basis of a mutually agreed upon scope of work, best practices and EnviroNova's previous experience in performing building surveys for asbestos and lead containing materials. EnviroNova uses only qualified professionals and laboratories to perform building surveys and sample analyses. *PLM is generally not capable of detecting extremely fine fibers (<0.3 $\mu$ m in diameter). Further analysis by transmission electron microscopy is able to detect smaller fibers. However, this is a concern only with certain materials such as floor tiles. Composite 400 point count analysis was not part of the survey and would be need to be performed to remove RACM designation.*



This document was prepared by EnviroNova at the direction of the City of Hayward for the sole use only by the City of Hayward and their sub-contractors for this project, whom are the only intended beneficiaries of this work. No other party should rely on the information contained herein without the prior written consent of EnviroNova. This report and the interpretations, conclusions, and recommendations contained within are based in part on information presented in other documents or by other parties that are cited in the text. Therefore, this report is subject to the limitations and qualifications presented in the referenced information.

EnviroNova appreciates the opportunity to present this report. Please contact Basil Falcone at (415) 599-6657 if you have any questions. We look forward to working with you again.

Respectfully submitted,



A handwritten signature in black ink, appearing to read "John B. Adams".

John B. Adams, CAC (#12-4899) CDPH-I/A (#27945)  
Project Environmental Scientist

A handwritten signature in black ink, appearing to read "Basil Falcone".

Basil Falcone, REA, CAC (#04-3597)  
President

Attachments Certified Laboratory Analytical Report  
Chain of Custody Documentation  
Sample Location Maps



Report for:

**Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon**  
**Enviro Nova**  
235 Montgomery Street  
Suite 1105  
San Francisco, CA 94104

---

Regarding: Project: 18-135-2; HWY 238 by Pass; City of Hayward, 25560 Maitland Dr., Hayward, CA.  
EML ID: 1949871

Approved by:

Approved Signatory  
Danny Li

Dates of Analysis:  
Asbestos PLM: 06-26-2018 and 06-27-2018

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

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All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-2; HWY 238 by Pass; City of Hayward, 25560 Maitland Dr., Hayward, CA.

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Total Samples Submitted:** 30

**Total Samples Analyzed:** 30

**Total Samples with Layer Asbestos Content > 1%:** 17

**Location: 2-F-01, Basecove-white basecove with mastic in kitchen**

Lab ID-Version‡: 9181273-1

Sample Layers	Asbestos Content
White Baseboard	ND
White Mastic	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 2-F-02, Basecove-white basecove with mastic in kitchen**

Lab ID-Version‡: 9181274-1

Sample Layers	Asbestos Content
White Baseboard	ND
White Mastic	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 2-C-01, Texture-white texture on walls throughout**

Lab ID-Version‡: 9181275-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 2-C-02, Texture-white texture on walls throughout**

Lab ID-Version‡: 9181276-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-2; HWY 238 by Pass; City of Hayward, 25560 Maitland Dr., Hayward, CA.

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 2-C-03, Texture-white texture on walls throughout**

Lab ID-Version‡: 9181277-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 2-C-04, Texture-white texture on walls throughout**

Lab ID-Version‡: 9181278-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 2-C-05, Texture-white texture on walls throughout**

Lab ID-Version‡: 9181279-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 2-V-01, Popcorn ceiling-white spray applied acoustical ceiling material throughout**

Lab ID-Version‡: 9181280-1

Sample Layers	Asbestos Content
White Ceiling Texture	5% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-2; HWY 238 by Pass; City of Hayward, 25560 Maitland Dr., Hayward, CA.

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 2-V-02, Popcorn ceiling-white spray applied acoustical ceiling material throughout**

Lab ID-Version‡: 9181281-1

Sample Layers	Asbestos Content
White Ceiling Texture	5% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 2-V-03, Popcorn ceiling-white spray applied acoustical ceiling material throughout**

Lab ID-Version‡: 9181282-1

Sample Layers	Asbestos Content
White Ceiling Texture	5% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 2-A-01, Sheetrock-white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181283-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b> Moderate	

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-2; HWY 238 by Pass; City of Hayward, 25560 Maitland Dr., Hayward, CA.

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 2-A-02, Sheetrock-white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181284-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
White Tape	ND
Off-White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-2; HWY 238 by Pass; City of Hayward, 25560 Maitland Dr., Hayward, CA.

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 2-A-03, Sheetrock-white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181285-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
White Tape	ND
Off-White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 2-A-04, Sheetrock-white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181286-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
White Tape	ND
Off-White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 2-A-05, Sheetrock-white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181287-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-2; HWY 238 by Pass; City of Hayward, 25560 Maitland Dr., Hayward, CA.

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 2-Q-01, Carpet-brown carpet mastic in living room floor and floors throughout**

Lab ID-Version‡: 9181288-1

Sample Layers	Asbestos Content
Light Brown Carpet	ND
White Mastic	ND
<b>Composite Non-Asbestos Content:</b>	75% Synthetic Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-2; HWY 238 by Pass; City of Hayward, 25560 Maitland Dr., Hayward, CA.

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 2-H1-01, Sheet flooring-beige sheet flooring in kitchen area**

Lab ID-Version‡: 9181289-1

Sample Layers	Asbestos Content
White Sheet Flooring with Fibrous Backing	ND
Beige Sheet Flooring with Fibrous Backing	20% Chrysotile
Brown Wood	ND
<b>Composite Non-Asbestos Content:</b>	20% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 2-H1-02, Sheet flooring-beige sheet flooring in kitchen area**

Lab ID-Version‡: 9181290-1

Sample Layers	Asbestos Content
White Sheet Flooring with Fibrous Backing	ND
Beige Sheet Flooring with Fibrous Backing	20% Chrysotile
<b>Composite Non-Asbestos Content:</b>	20% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 2-H2-01, Sheet flooring-beige sheet flooring with diamond pattern in entryway**

Lab ID-Version‡: 9181291-1

Sample Layers	Asbestos Content
Off-White Sheet Flooring with Fibrous Backing	ND
Black Mastic	3% Chrysotile
Brown Wood	ND
<b>Composite Non-Asbestos Content:</b>	30% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 2-H2-02, Sheet flooring-beige sheet flooring with diamond pattern in entryway**

Lab ID-Version‡: 9181292-1

Sample Layers	Asbestos Content
Off-White Sheet Flooring with Fibrous Backing	ND
Black Mastic	3% Chrysotile
Brown Wood	ND
<b>Composite Non-Asbestos Content:</b>	30% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-2; HWY 238 by Pass; City of Hayward, 25560 Maitland Dr., Hayward, CA.

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 2-Y-01, Vapor-black vapor barrier in exterior walls**

Lab ID-Version‡: 9181293-1

Sample Layers	Asbestos Content
Black Vapor Barrier	ND
<b>Composite Non-Asbestos Content:</b>	70% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 2-W-01, Stucco-gray stucco on exterior walls**

Lab ID-Version‡: 9181294-1

Sample Layers	Asbestos Content
Pink Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
Light Gray Stucco	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 2-W-02, Stucco-gray stucco on exterior walls**

Lab ID-Version‡: 9181295-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 2-W-03, Stucco-gray stucco on exterior walls**

Lab ID-Version‡: 9181296-1

Sample Layers	Asbestos Content
Pink Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-2; HWY 238 by Pass; City of Hayward, 25560 Maitland Dr., Hayward, CA.

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 2-W-04, Stucco-gray stucco on exterior walls**

Lab ID-Version‡: 9181297-1

Sample Layers	Asbestos Content
Pink Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 2-W-05, Stucco-gray stucco on exterior walls**

Lab ID-Version‡: 9181298-1

Sample Layers	Asbestos Content
Pink Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 2-R-01, Roofing tar-black roofing tar on roof throughout**

Lab ID-Version‡: 9181299-1

Sample Layers	Asbestos Content
Black Roofing Material	ND
<b>Composite Non-Asbestos Content:</b>	20% Glass Fibers
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 2-R-02, Roofing tar-black roofing tar on roof throughout**

Lab ID-Version‡: 9181300-1

Sample Layers	Asbestos Content
Black Roofing Material	ND
<b>Composite Non-Asbestos Content:</b>	20% Glass Fibers
<b>Sample Composite Homogeneity:</b> Moderate	

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-2; HWY 238 by Pass; City of Hayward, 25560 Maitland Dr., Hayward, CA.

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 2-R-03, Roofing tar-black roofing tar on roof throughout**

Lab ID-Version‡: 9181301-1

Sample Layers	Asbestos Content
Black Roofing Material	ND
<b>Composite Non-Asbestos Content:</b>	20% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 2-G-01, White/yellow ceramic tile and grout in bathroom**

Lab ID-Version‡: 9181302-1

Sample Layers	Asbestos Content
White Ceramic Tile	ND
White Grout	ND
Gray Cementitious Material	ND
<b>Sample Composite Homogeneity:</b>	Moderate

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Paint Count Analysis (400-point)



001949871

Project Name/Address: City of Hayward, 25560 Maitland Dr. Hayward California

Project #: 18-135-2 HWY 238 Bypass	Sampled By: Basil Falcone	Sampling Date 6-20-18
Sample(s) Sent To: EMLab	Turn Around Time: 5 day	
EMAIL TO: <input checked="" type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jalams@environova.com	<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description:	Quantity:
	<b>Basecove</b>	
Sample ID	Sample Location & Material Location	Quantity:
2-F-01	White Basecove with Mastic in Kitchen	
2-F-02	White Basecove with Mastic in Kitchen	
HM#	Material Description:	Quantity:
	<b>texture</b>	
Sample ID	Sample Location & Material Location	Quantity:
2-C-01	White Texture on Walls Throughout	
2-C-02	White Texture on Walls Throughout	
2-C-03	White Texture on Walls Throughout	
HM#	Material Description:	Quantity:
	<b>texture</b>	
Sample ID	Sample Location & Material Location	Quantity:
2-C-04	White Texture on Walls Throughout	
2-C-05	White Texture on Walls Throughout	
HM#	Material Description:	Quantity:
	<b>Popcorn Ceiling</b>	
Sample ID	Sample Location & Material Location	Quantity:
2-V-01	White Spray Applied Acoustical Ceiling Material Throughout	
2-V-02	White Spray Applied Acoustical Ceiling Material Throughout	
2-V-03	White Spray Applied Acoustical Ceiling Material Throughout	
HM#	Material Description:	Quantity:
	<b>Sheetrock</b>	
Sample ID	Sample Location & Material Location	Quantity:
2-A-01	White Sheetrock and Beige Joint Compound on Walls Throughout	
2-A-02	White Sheetrock and Beige Joint Compound on Walls Throughout	
2-A-03	White Sheetrock and Beige Joint Compound on Walls Throughout	

Relinquished By: <u>Basil Falcone</u>	Signature: <u>[Signature]</u>	Date/Time: <u>6-22-18</u>
Received By: <u>[Signature]</u>	Signature: <u>[Signature]</u>	Date/Time: <u>06/25/18 09:45</u>

# ENVIRONOVA

Environmental Health & Safety Management

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 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949871

Project Name/Address: City of Hayward, 25560 Maitland Dr. Hayward California		
Project #: 18-135-2 HWY 238 Bypass	Sampled By: Basil Falcone	Sampling Date 6-20-18
Sample(s) Sent To: EMLab		Turn Around Time: 5 day
EMAIL TO:	<input type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com
		<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description:	Quantity:
	<b>sheetrock</b>	
Sample ID	Sample Location & Material Location	Quantity:
2-A-04	White Sheetrock and Beige Joint Compound on Walls Throughout	
2-A-05	White Sheetrock and Beige Joint Compound on Walls Throughout	
	<b>Carpet</b>	
Sample ID	Sample Location & Material Location	Quantity:
2-Q-01	Brown Carpet Mastic in Living Room Floor and Floors Throughout	
	<b>Sheet Flooring</b>	
Sample ID	Sample Location & Material Location	Quantity:
2-H1-01	Beige Sheet Flooring in Kitchen Area	
2-H1-02	Beige Sheet Flooring in Kitchen Area	
	<b>Sheet Flooring</b>	
Sample ID	Sample Location & Material Location	Quantity:
2-H2-01	Beige Sheet Flooring with Diamond Pattern in Entryway	
2-H2-02	Beige Sheet Flooring with Diamond Pattern in Entryway	
	<b>Vapor</b>	
Sample ID	Sample Location & Material Location	Quantity:
2-Y-01	Black Vapor Barrier in Exterior Walls	

Relinquished By: Basil Falcone Signature: [Signature] Date/Time: 6-22-18  
 Received By: \_\_\_\_\_ Signature: [Signature] Date/Time: 06/25/18 09:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949871

Project Name/Address: City of Hayward, 25560 Mailand Dr. Hayward California

Project #: 18-135-2      Sampled By: Basil Falcone      Sampling Date: 6-20-18  
 HWY 238 Bypass

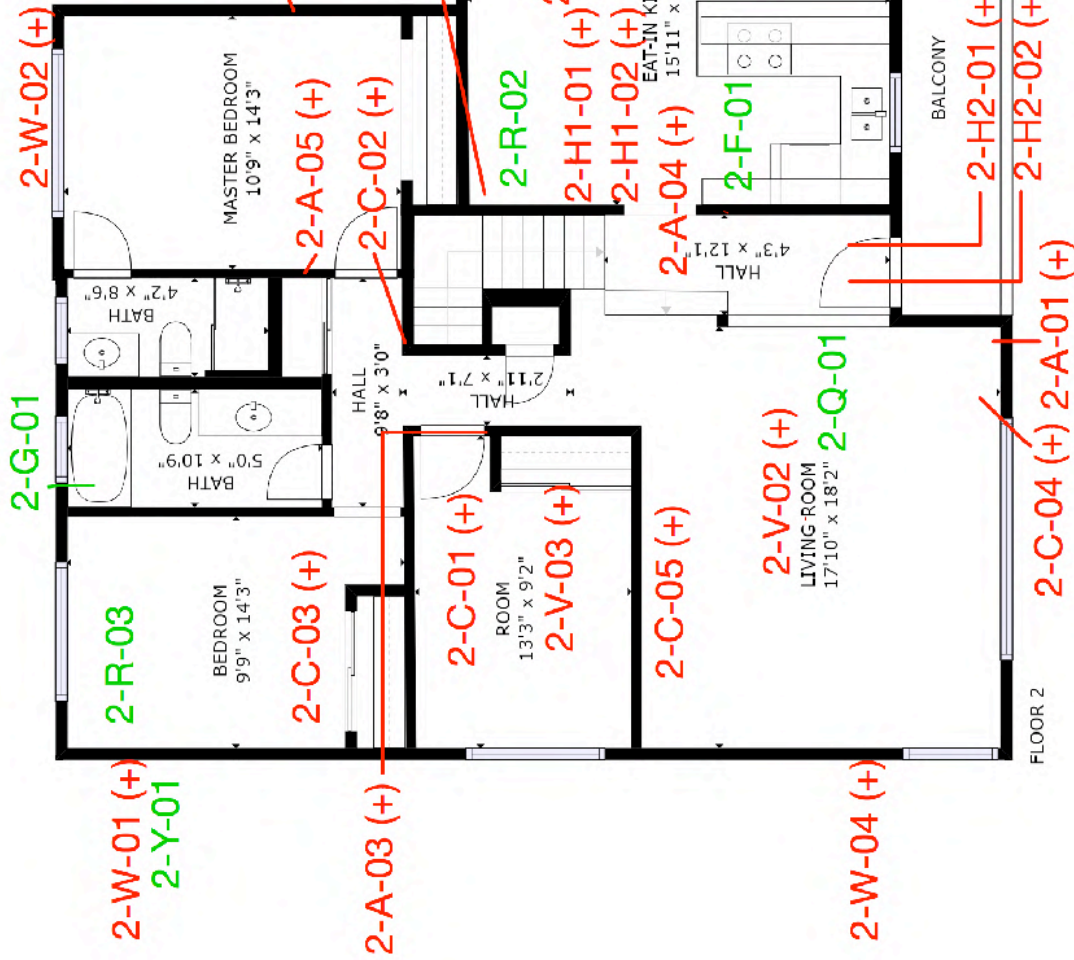
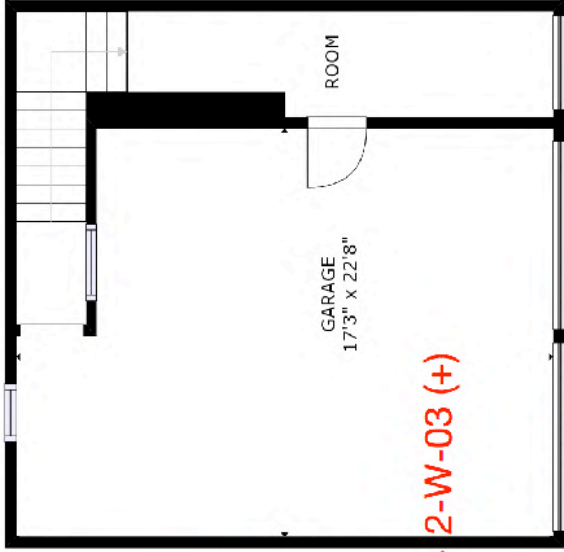
Sample(s) Sent To: EMLab      Turn Around Time: 5 day

EMAIL TO:  Basil Falcone       John Adams       William Morales  
 bfalcone@environova.com      jadams@environova.com      wmorales@environova.com

HM#	Material Description: <b>Stucco</b>	Quantity:
Sample ID	Sample Location & Material Location	
2-W-01	Gray Stucco on Exterior Walls	
2-W-02	Gray Stucco on Exterior Walls	
2-W-03	Gray Stucco on Exterior Walls	
HM#	Material Description: <b>Stucco</b>	Quantity:
Sample ID	Sample Location & Material Location	
2-W-04	Gray Stucco on Exterior Walls	
2-W-05	Gray Stucco on Exterior Walls	
HM#	Material Description: <b>Roofing Tar</b>	Quantity:
Sample ID	Sample Location & Material Location	
2-R-01	Black Roofing Tar on Roof Throughout	
2-R-02	Black Roofing Tar on Roof Throughout	
2-R-03	Black Roofing Tar on Roof Throughout	
HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	
2-G-01	White/Yellow Ceramic Tile and Grout in Bathroom	
HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	

Relinquished By: Basil Falcone      Signature: [Signature]      Date/Time: 6-22-18

Received By: \_\_\_\_\_      Signature: [Signature]      Date/Time: 06/25/18 9:45



**Key:**

Red sample numbers indicate areas that tested positive for asbestos

- 2-A01-05: joint compound on walls throughout
- 2-C01-05: walls throughout
- 2-H1-01 and 02: flooring in kitchen
- 2-H2-01 and 02: flooring in entryway
- 2-V01-03: acoustical ceiling material throughout
- 2-W01-05: stucco on exterior walls

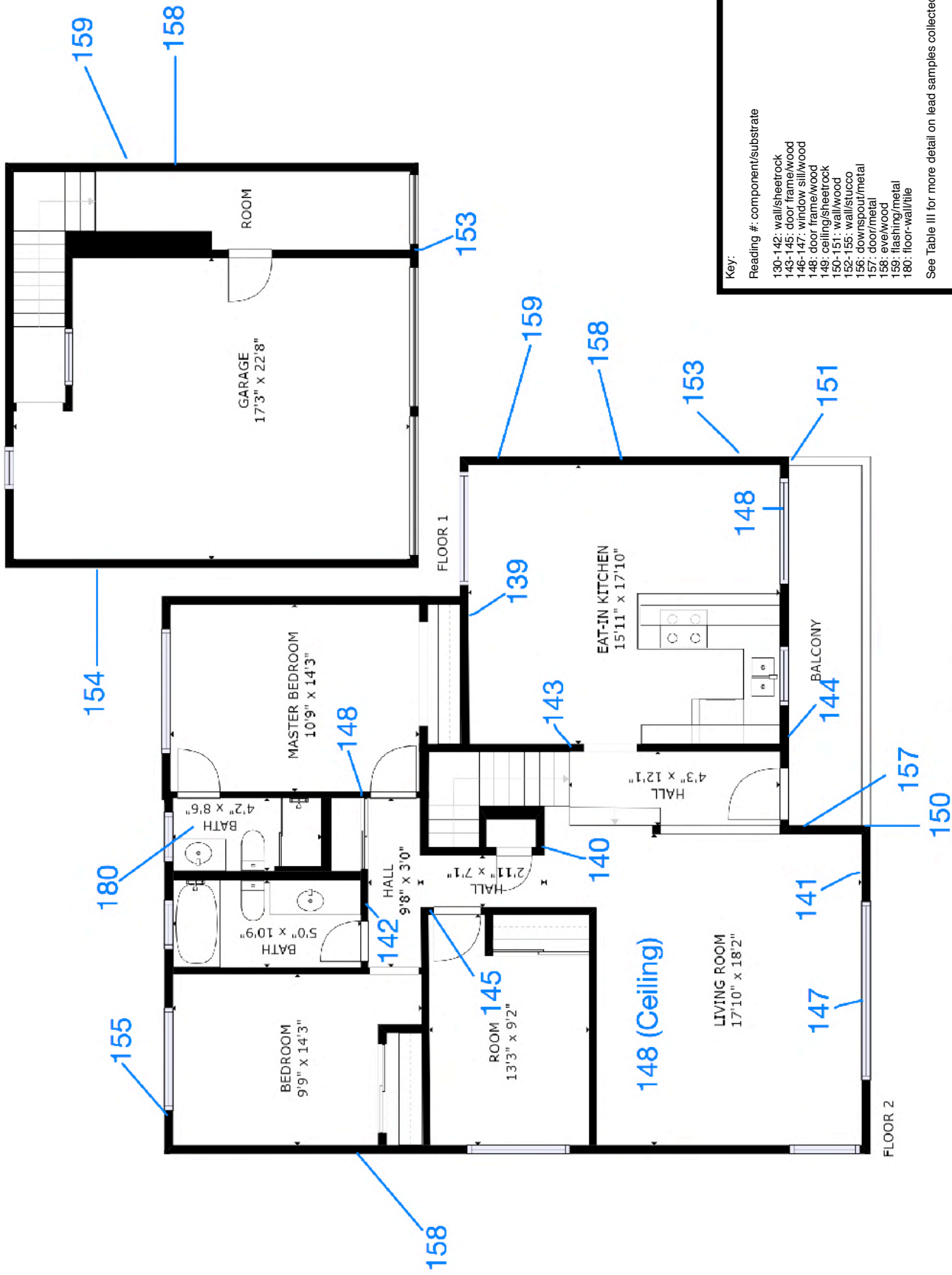
Green sample numbers indicate areas that tested negative for asbestos

- 2-F01-02: base cove with mastic in kitchen
- 2-G-01: ceramic tile & grout in bathroom

**25560 Maitland Dr.**  
GROSS INTERNAL AREA  
FLOOR 1: 127 sq ft, FLOOR 2: 1303 sq ft  
EXCLUDED AREAS: , GARAGE: 361 sq ft  
TOTAL: 1430 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.





**Key:**

Reading #	component/substrate
130-142	wall/sheetrock
143-145	door frame/wood
146-147	window sill/wood
148	door frame/wood
149	ceiling/sheetrock
150-151	wall/wood
152-155	wall/stucco
156	downspout/metal
157	door/metal
158	eye/wood
159	flashing/metal
180	floor-wall/tile

See Table III for more detail on lead samples collected

**25560 Maitland Dr.**

GROSS INTERNAL AREA

FLOOR 1: 127 sq ft; FLOOR 2: 1303 sq ft

EXCLUDED AREAS: , GARAGE: 361 sq ft

TOTAL: 1430 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

**Appendix B-3**

**Parcel 25564 Maitland Drive Hayward California**



August 10, 2018

18-135-3

Mr. Kevin Briggs  
City of Hayward  
777 B Street  
Hayward, CA 94541  
Telephone: (510) 583-4760

**Asbestos and Lead Demolition Survey Report  
25564 Maitland Drive  
Hayward, CA**

Dear Mr. Briggs:

Pursuant to your request and authorization, EnviroNova, LLC (EnviroNova), is pleased to present this report to the City of Hayward for the residence located at 25564 Maitland Drive in Hayward, California (Site) for an asbestos and lead demolition survey on the building. All work was conducted by properly certified field and professional staff according to applicable federal, state and local regulations.

On June 20, 2018, EnviroNova collected suspect material samples from areas of the Site where construction activities will disturb flooring, wall, and ceiling materials. The asbestos and lead samples were submitted under chain of custody procedures to Environmental Microbiology Laboratories located in South San Francisco, California. The asbestos samples were analyzed via polarized light microscopy (PLM) in accordance with the method specified in appendix A subpart F 40 CFR part 763, section 1, and the lead samples were analyzed via atomic absorption in accordance with EPA Method 7000B. Maps detailing sample locations are attached and the internet based matter port virtual tour can be viewed at the following:

<https://my.matterport.com/show/?m=d4d6LjxxTw>

### **ASBESTOS**

Suspect asbestos materials were organized into ten (10) homogeneous areas of materials, resulting in twenty-nine (29) bulk samples analyzed. Based on the certified analytical report, fifteen (15) of the materials sampled tested positive for asbestos and all others were reported as "None Detected." Table I below summarizes the materials and locations. The certified reports of laboratory analysis and chain of custody documentation are attached.

**Table I – Asbestos Content in Sampled Materials**

Material Description and Location	Asbestos %	TSI	Surfacing	Miscellaneous	RACM	*Cat. I Non-Friable	*Cat. II Non-Friable
Off-white ceiling texture Throughout	5% CH		X		X		
Beige joint compound with paint Throughout	2% CH			X	X		
Off-white joint compound with paint Kitchen and Entryway	2% CH			X	X		
Beige wall texture with paint Throughout	2% CH		X		X		

CH=Chrysotile Asbestos. AA=Anthophyllite Asbestos \*Point Count Needed to remove RACM designation. ND="Not Detected"

Table II below summarizes the material and location of samples found NOT to contain asbestos. The certified report of laboratory analysis and chain of custody are attached.

**Table II – Materials Found NOT to Contain Asbestos**

Material Description	Material Location
Beige Sheet Flooring	Entryway and Kitchen Floors
Brown Basecove + Mastic	Kitchen and Entryway Floors
Beige Sheet Flooring	Bathroom Floor
White Ceramic Tile + Gray Grout	Bathroom Shower Wall
Black Roofing Material + Black Underlayment	Roof of Residence
Black Vapor Barrier	Exterior Wall of Residence
Peach and Gray Stucco	Exterior Walls of Residence

## LEAD

Paint and ceramic tile from homogeneous areas were analyzed for lead content using a handheld XRF analyzer. One of the materials tested positive for lead and the remaining materials were negative as defined in Title 8 CCR 1532.1. Table III below summarizes the tested materials and locations. A map showing locations where samples were taken and XRF readings are attached hereto.

**Table III – Lead Content in Paint Materials**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25564 Maitland Dr	160	Living Room	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	161	Kitchen	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	162	Hall	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	163	Bedroom	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	164	Dining	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	165	Master Bedroom	Door Frame	Wood	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	166	Bath	Door Frame	Wood	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	167	Bedroom	Door Frame	Wood	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	168	Dining	Window Sill	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	169	Living Room	Window Sill	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	170	Bedroom	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	171	Kitchen	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	172	Bedroom	Ceiling	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	173	Exterior	Wall	Wood	Blue	Intact	0.3	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	174	Exterior	Wall	Stucco	Blue	Intact	0.1	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	175	Exterior	Wall	Stucco	Blue	Intact	0	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	176	Room	Door Frame	Wood	Blue	Intact	0.1	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	177	Exterior	Downsprout	Metal	Green	Intact	0.2	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	178	Exterior	Post	Wood	Blue	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	179	Dining	Door	Wood	Blue	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25564 Maitland Dr	181	Bath	Floor/Wall	Tile	White	Intact	4.4	mg/cm <sup>2</sup>	Positive

## **Recommendations**

Based upon the results of analyses for asbestos and lead, which indicated that both asbestos and lead were present, EnviroNova recommends a properly certified abatement contractor be utilized to remove/abate asbestos and lead containing materials prior to disturbance related to any demolition activities. Additionally, the removal or abatement activities should be monitored for compliance, and clearance testing of contained areas is recommended before considering the abatement complete.

If other suspect asbestos/lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos/lead. Therefore all new materials must be sampled prior to their disturbance.

## **Lead Work Guidelines and Regulations**

Loose and flaking paints should be scraped down to intact paint (and the resulting paint chips captured for disposal), prior to demolition by a registered lead abatement contractor. Only components with intact, well-adhered paint will then remain during demolition. Ceramic tile with high lead content should also be removed prior to demolition. The owner or removal/demolition contractor should conduct appropriate segregation of waste created during the removal or dismantling/demolition process and dispose of the different waste streams in accordance regulatory requirements based on appropriate testing results.

The current Cal/OSHA Lead in Construction Safety Standard (8 CCR 1532.1) regulation applies to all construction work where an employee may be occupationally exposed to lead. Therefore, work performed on surfaces (including manual demolition, scraping, welding, etc.) containing any amount of lead must comply with the standard, including an exposure assessment (personal air monitoring) to determine if the airborne lead exposure levels are within acceptable limits. Therefore, any work performed on a surface containing any amount of lead must comply with this regulation. Any paint not represented by a result that is below the analytical limit of detection should be considered to contain lead and be treated as such until proven otherwise.

Lead waste is considered a hazardous waste if the result of the Toxicity Characterization Leaching Procedure (TCLP) test exceeds 5 mg/liter (5 ppm), under the Resource Conservation and Recovery Act (RCRA), 40 CFR 261, Appendix II. In California, a waste is also considered hazardous if the result of soluble lead content by a Waste Extraction Test (WET) is greater than 5 mg/l, or if the total lead content exceeds 1,000 mg/kg in accordance with Title 22 of the CCR. When TTLC results are below 50 mg/kg, STLC/TCLP limits cannot be exceeded, so the waste is classified as non-hazardous. For detailed regulatory requirements in specific situations, FACS may be consulted, and the applicable regulations should be examined.

As required by the California Department of Public Health, Title 17, Article 16 Regulations, dated January 8, 1999, EnviroNova will forward Form 8552 to CDPH notifying them of the absence of lead-based paint in the areas tested at the subject property.

## **Limitations**

This survey was conducted as a demolition survey. Therefore, EnviroNova followed EPA guidelines and completed sampling of all suspect asbestos and lead materials that were readily accessible in the buildings. Adhering to EPA and OSHA regulations for presumed asbestos and lead containing materials, very limited quantities of suspect materials that were non-accessible, such as HVAC duct systems, inside walls and/or interstitial spaces are assumed to contain asbestos and/or lead. If other suspect asbestos and/or lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos and or lead. Appropriate sampling and analysis of the non-accessible areas, performed according to EPA guidelines, may prove otherwise and negate this assumption. Conclusions and recommendations made regarding hazardous materials are based upon information obtained from samples and tests taken at specific locations and professional judgment. Recommendations in this report are made based on conditions that we reasonably infer to exist between sampling points.

This investigation is limited to the conditions and practices observed and information made available to EnviroNova. The methods, conclusions and recommendations provided are based on EnviroNova's professional judgment, expertise and the standard of practice for professional service. In providing our survey services, EnviroNova performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

The survey was planned and implemented on the basis of a mutually agreed upon scope of work, best practices and EnviroNova's previous experience in performing building surveys for asbestos and lead containing materials. EnviroNova uses only qualified professionals and laboratories to perform building surveys and sample analyses. *PLM is generally not capable of detecting extremely fine fibers (<0.3 $\mu$ m in diameter). Further analysis by transmission electron microscopy is able to detect smaller fibers. However, this is a concern only with certain materials such as floor tiles. Composite 400 point count analysis was not part of the survey and would be need to be performed to remove RACM designation.*

*[Remainder of Page Intentionally Left Blank]*

This document was prepared by EnviroNova at the direction of the City of Hayward for the sole use only by the City of Hayward and their sub-contractors for this project, whom are the only intended beneficiaries of this work. No other party should rely on the information contained herein without the prior written consent of EnviroNova. This report and the interpretations, conclusions, and recommendations contained within are based in part on information presented in other documents or by other parties that are cited in the text. Therefore, this report is subject to the limitations and qualifications presented in the referenced information.

EnviroNova appreciates the opportunity to present this report. Please contact Basil Falcone at (415) 599-6657 if you have any questions. We look forward to working with you again.

Respectfully submitted,



A handwritten signature in black ink, appearing to read "John B. Adams".

John B. Adams, CAC (#12-4899)  
Project Environmental Scientist

A handwritten signature in black ink, appearing to read "Basil Falcone".

Basil Falcone, REA, CAC (#04-3597)  
President

Attachments Certified Laboratory Analytical Report  
Chain of Custody Documentation  
Sample Location Maps





Report for:

**Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon**  
**Enviro Nova**  
235 Montgomery Street  
Suite 1105  
San Francisco, CA 94104

---

Regarding: Project: 18-135-3 HWY 238 Bypass; City of Hayward, 25564 Maitland Dr. Hayward, California  
EML ID: 1949867

Approved by:

Approved Signatory  
Danny Li

Dates of Analysis:  
Asbestos PLM: 06-28-2018 and 06-29-2018

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

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All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-3 HWY 238 Bypass; City of Hayward, 25564 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Total Samples Submitted:** 29

**Total Samples Analyzed:** 29

**Total Samples with Layer Asbestos Content > 1%:** 15

**Location: 3-H1-01, Sheet Flooring - Beige Sheet Flooring in Entryway and Kitchen Floors**

Lab ID-Version‡: 9180794-1

Sample Layers	Asbestos Content
White Sheet Flooring with Fibrous Backing	ND
White Mastic	ND
Brown Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
White Leveling Compound (Trace)	ND
<b>Composite Non-Asbestos Content:</b>	35% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 3-H1-02, Sheet Flooring - Beige Sheet Flooring in Entryway and Kitchen Floors**

Lab ID-Version‡: 9180795-1

Sample Layers	Asbestos Content
White Sheet Flooring with Fibrous Backing	ND
White Mastic	ND
Brown Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
White Leveling Compound	ND
<b>Composite Non-Asbestos Content:</b>	35% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

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‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-3 HWY 238 Bypass; City of Hayward, 25564 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 3-A-01, Sheetrock - White Sheetrock and Beige Joint Compound on Walls Throughout**

Lab ID-Version‡: 9180796-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Beige Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 3-A-02, Sheetrock - White Sheetrock and Beige Joint Compound on Walls Throughout**

Lab ID-Version‡: 9180797-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 3-A-03, Sheetrock - White Sheetrock and Beige Joint Compound on Walls Throughout**

Lab ID-Version‡: 9180798-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-3 HWY 238 Bypass; City of Hayward, 25564 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 3-A-04, Sheetrock - White Sheetrock and Beige Joint Compound on Walls Throughout**

Lab ID-Version‡: 9180799-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Beige Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 3-A-05, Sheetrock - White Sheetrock and Beige Joint Compound on Walls Throughout**

Lab ID-Version‡: 9180800-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Beige Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 3-C-01, Texture Coat - White Texture Coat on Walls Throughout**

Lab ID-Version‡: 9180801-1

Sample Layers	Asbestos Content
Beige Texture with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-3 HWY 238 Bypass; City of Hayward, 25564 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 3-C-02, Texture Coat - White Texture Coat on Walls Throughout**

Lab ID-Version‡: 9180802-1

Sample Layers	Asbestos Content
Beige Texture with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-3 HWY 238 Bypass; City of Hayward, 25564 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 3-C-03, Texture Coat - White Texture Coat on Walls Throughout**

Lab ID-Version‡: 9180803-1

Sample Layers	Asbestos Content
Beige Texture with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 3-C-04, Texture Coat - White Texture Coat on Walls Throughout**

Lab ID-Version‡: 9180804-1

Sample Layers	Asbestos Content
Beige Texture with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 3-C-05, Texture Coat - White Texture Coat on Walls Throughout**

Lab ID-Version‡: 9180805-1

Sample Layers	Asbestos Content
Beige Texture with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 3-F-01, Basecove - Brown Basecove in Kitchen and Entryway Floors**

Lab ID-Version‡: 9180806-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
Beige Mastic	ND
Off-White Joint Compound with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-3 HWY 238 Bypass; City of Hayward, 25564 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 3-F-02, Basecove - Brown Basecove in Kitchen and Entryway Floors**

Lab ID-Version‡: 9180807-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
Beige Mastic	ND
Off-White Joint Compound with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 3-V-01, Popcorn Ceiling - White Acoustical Spray on Material on Ceiling Throughout**

Lab ID-Version‡: 9180808-1

Sample Layers	Asbestos Content
Off-White Ceiling Texture with Paint	5% Chrysotile
<b>Composite Non-Asbestos Content:</b> < 1% Vermiculite	
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 3-V-02, Popcorn Ceiling - White Acoustical Spray on Material on Ceiling Throughout**

Lab ID-Version‡: 9180809-1

Sample Layers	Asbestos Content
Off-White Ceiling Texture with Paint	5% Chrysotile
<b>Composite Non-Asbestos Content:</b> < 1% Vermiculite	
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 3-V-03, Popcorn Ceiling - White Acoustical Spray on Material on Ceiling Throughout**

Lab ID-Version‡: 9180810-1

Sample Layers	Asbestos Content
Off-White Ceiling Texture with Paint	5% Chrysotile
<b>Composite Non-Asbestos Content:</b> < 1% Vermiculite	
<b>Sample Composite Homogeneity:</b> Moderate	

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-3 HWY 238 Bypass; City of Hayward, 25564 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 3-H2-01, Sheet Flooring - Beige Sheet Flooring in Bathrooms**

Lab ID-Version‡: 9180811-1

Sample Layers	Asbestos Content
Yellow Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
White Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
<b>Composite Non-Asbestos Content:</b>	35% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 3-H2-02, Sheet Flooring - Beige Sheet Flooring in Bathrooms**

Lab ID-Version‡: 9180812-1

Sample Layers	Asbestos Content
Yellow Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
<b>Composite Non-Asbestos Content:</b>	35% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 3-G-01, Ceramic Tile - White Ceramic Tile and Grout in Bathrooms**

Lab ID-Version‡: 9180813-1

Sample Layers	Asbestos Content
White Ceramic Tile	ND
White Grout	ND
Gray Grout	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 3-R-01, Roofing - Black Roofing Material and Black Underlayment on Roof Throughout**

Lab ID-Version‡: 9180814-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Black Pebbles	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	60% Cellulose 25% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-3 HWY 238 Bypass; City of Hayward, 25564 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 3-R-02, Roofing - Black Roofing Material and Black Underlayment on Roof Throughout**

Lab ID-Version‡: 9180815-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Black Pebbles	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	60% Cellulose 25% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 3-R-03, Roofing - Black Roofing Material and Black Underlayment on Roof Throughout**

Lab ID-Version‡: 9180816-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Black Pebbles	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	60% Cellulose 25% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 3-Y-01, Vapor Barrier - Black Vapor Barrier in Exterior Walls**

Lab ID-Version‡: 9180817-1

Sample Layers	Asbestos Content
Black Vapor Barrier	ND
<b>Composite Non-Asbestos Content:</b>	95% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 3-W-01, Stucco - Gray Stucco on Exterior Walls**

Lab ID-Version‡: 9180818-1

Sample Layers	Asbestos Content
Peach Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b>	Moderate

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-3 HWY 238 Bypass; City of Hayward, 25564 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 3-W-02, Stucco - Gray Stucco on Exterior Walls**

Lab ID-Version‡: 9180819-1

Sample Layers	Asbestos Content
Peach Stucco with Paint	ND
Gray Stucco	ND
Light Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 3-W-03, Stucco - Gray Stucco on Exterior Walls**

Lab ID-Version‡: 9180820-1

Sample Layers	Asbestos Content
Peach Stucco with Paint	ND
Gray Stucco	ND
Light Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 3-W-04, Stucco - Gray Stucco on Exterior Walls**

Lab ID-Version‡: 9180821-1

Sample Layers	Asbestos Content
Peach Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 3-W-05, Stucco - Gray Stucco on Exterior Walls**

Lab ID-Version‡: 9180822-1

Sample Layers	Asbestos Content
Peach Stucco with Paint	ND
Gray Stucco	ND
Light Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949867

Project Name/Address: City of Hayward, 25564 Maitland Dr. Hayward, California

Project #: 18-135-3

Sampled By: Basil Falcone

Sampling Date: 6-20-18

HWY 238 Bypass

Sample(s) Sent To: EMLab

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	Sheet Flooring
Sample ID	Sample Location & Material Location	Quantity:
3-H1-01	Beige Sheet Flooring in Entryway and Kitchen Floors	
3-H1-02	Beige Sheet Flooring in Entryway and Kitchen Floors	
HM#	Material Description:	Sheetrock
Sample ID	Sample Location & Material Location	Quantity:
3-A-01	White Sheetrock and Beige Joint Compound on Walls Throughout	
3-A-02	White Sheetrock and Beige Joint Compound on Walls Throughout	
3-A-03	White Sheetrock and Beige Joint Compound on Walls Throughout	
HM#	Material Description:	Sheetrock
Sample ID	Sample Location & Material Location	Quantity:
3-A-04	White Sheetrock and Beige Joint Compound on Walls Throughout	
3-A-05	White Sheetrock and Beige Joint Compound on Walls Throughout	
HM#	Material Description:	Texture Coat
Sample ID	Sample Location & Material Location	Quantity:
3-C-01	White Texture Coat on Walls Throughout	
3-C-02	White Texture Coat on Walls Throughout	
3-C-03	White Texture Coat on Walls Throughout	
HM#	Material Description	Texture Coat
Sample ID	Sample Location & Material Location	Quantity:
3-C-04	White Texture Coat on Walls Throughout	
3-C-05	White Texture Coat on Walls Throughout	

Relinquished By:

*Basil Falcone*

Signature:

*Basil Falcone*

Date/Time:

6-22-18

Received By:

Signature:

*JS*

Date/Time:

06/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* P.I.M Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949867

Project Name/Address: City of Hayward, 25564 Maitland Dr. Hayward, California

Project #: 18-135-3

Sampled By: Basil Falcone

Sampling Date: 6-20-18

HWY 238 Bypass

Sample(s) Sent To: EMLab

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	
	<b>Basecove</b>	
Sample ID	Sample Location & Material Location	Quantity:
3-F-01	Brown Basecove in Kitchen and Entryway Floors	
3-F-02	Brown Basecove in Kitchen and Entryway Floors	
	<b>Popcorn Ceiling</b>	
Sample ID	Sample Location & Material Location	Quantity:
3-V-01	White Acoustical Spray on Material on Ceiling Throughout	
3-V-02	White Acoustical Spray on Material on Ceiling Throughout	
3-V-03	White Acoustical Spray on Material on Ceiling Throughout	
	<b>Sheet Flooring</b>	
Sample ID	Sample Location & Material Location	Quantity:
3-H2-01	Beige Sheet Flooring in Bathrooms	
3-H2-02	Beige Sheet Flooring in Bathrooms	
	<b>Ceramic Tile</b>	
Sample ID	Sample Location & Material Location	Quantity:
3-G-01	White Ceramic Tile and Grout in Bathrooms	
	<b>Roofing</b>	
Sample ID	Sample Location & Material Location	Quantity:
3-R-01	Black Roofing Material and Black Underlayment on Roof Throughout	
3-R-02	Black Roofing Material and Black Underlayment on Roof Throughout	
3-R-03	Black Roofing Material and Black Underlayment on Roof Throughout	

Relinquished By:

Signature:

Date/Time:

*Basil Falcone*

*[Signature]*

6-22-18

Received By:

Signature:

Date/Time:

*[Signature]*

06/25/18 9:45

# ENVIRONOVA

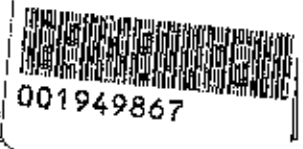
Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949867

Project Name/Address: City of Hayward, 25564 Maitland Dr. Hayward, California

Project #: 18-135-3  
 HWY 238 Bypass

Sampled By: Basil Falcone

Sampling Date 6-20-18

Sample(s) Sent To: EMI Lab

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	Quantity:
	<b>Vapor Barrier</b>	
Sample ID	Sample Location & Material Location	Quantity:
3-Y-01	Black Vapor Barrier in Exterior Walls	
	<b>Stucco</b>	
Sample ID	Sample Location & Material Location	Quantity:
3-W-01	Gray Stucco on Exterior Walls	
3-W-02	Gray Stucco on Exterior Walls	
3-W-03	Gray Stucco on Exterior Walls	
Sample ID	Sample Location & Material Location	Quantity:
3-W-04	Gray Stucco on Exterior Walls	
3-W-05	Gray Stucco on Exterior Walls	
Sample ID	Sample Location & Material Location	Quantity:
Sample ID	Sample Location & Material Location	Quantity:

Relinquished By:

Signature:

Date/Time:

*Basil Falcone*

*[Signature]*

6-22-18

Received By:

Signature:

Date/Time:

*[Signature]*

06/25/18 01:45



FLOOR 1

**25564 Maitland Dr.**

GROSS INTERNAL AREA

FLOOR 1: 287 sq ft, FLOOR 2: 1172 sq ft

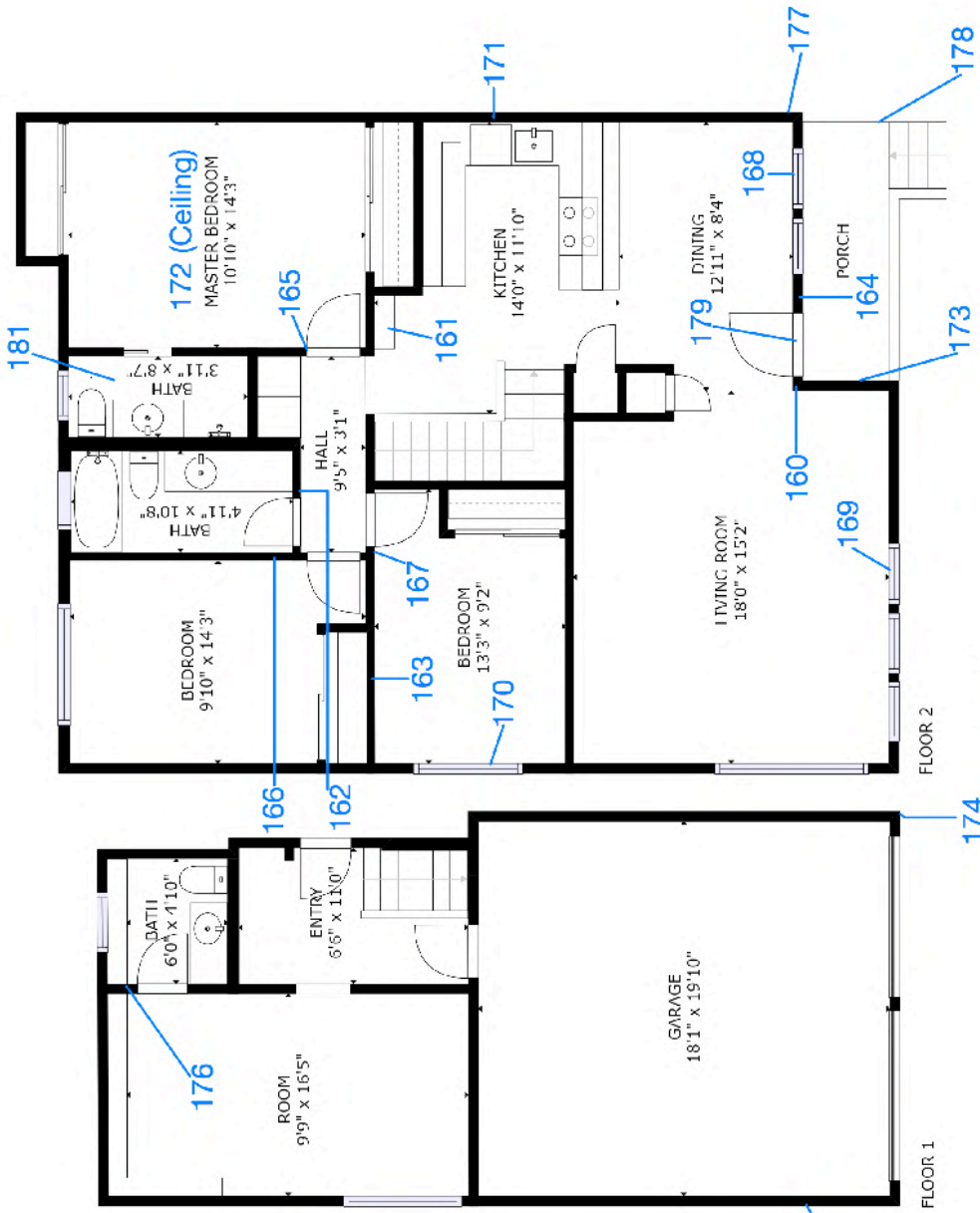
EXCLUDED AREAS: GARAGE: 357 sq ft

PORCH: 52 sq ft

TOTAL: 1459 sq ft

SLICES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

<b>KEY:</b>
Red numbers indicate areas that tested positive
3-A-01-05 Sheetrock with Joint compound
3-C-01-05 Texture coat
3-V-01-03 Acoustic ceiling
3-F-01-02 Basecoat mastic
Green numbers tested negative for asbestos
3-W Shucco Exterior
3-Y Vapor Barrier
3-R Black roofing with underlayment
3-H1,2 Sheet Flooring



**KEY:**

160-163	Wall sheetrock
164-167	Door/frame wood
168-171	Window sill wood
172	Ceiling sheetrock
173	Stucco
176	Door Frame wood
177	Downspout metal
178	Post wood
181	Floor/wall tile

**25564 Maitland Dr.**

GROSS INTERNAL AREA

FLOOR 1: 287 sq ft, FLOOR 2: 1172 sq ft

EXCLUDED AREAS: GARAGE: 357 sq ft

PORCH: 52 sq ft

TOTAL: 1459 sq ft

SCALES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

**Appendix B-4**

**Parcel 25568 Maitland Drive Hayward California**





August 10, 2018

18-135-4

Mr. Kevin Briggs  
City of Hayward  
777 B Street  
Hayward, CA 94541  
Telephone: (510) 583-4760

**Asbestos and Lead Demolition Survey Report  
25568 Maitland Drive  
Hayward, CA**

Dear Mr. Briggs:

Pursuant to your request and authorization, EnviroNova, LLC (EnviroNova), is pleased to present this report to the City of Hayward for the residence located at 25568 Maitland Drive in Hayward, California (Site) for an asbestos and lead demolition survey on the building. All work was conducted by properly certified field and professional staff according to applicable federal, state and local regulations.

On June 20, 2018, EnviroNova collected suspect material samples from areas of the Site where construction activities will disturb flooring, wall, and ceiling materials. The asbestos and lead samples were submitted under chain of custody procedures to Environmental Microbiology Laboratories located in South San Francisco, California. The asbestos samples were analyzed via polarized light microscopy (PLM) in accordance with the method specified in appendix A subpart F 40 CFR part 763, section 1, and the lead samples were analyzed via atomic absorption in accordance with EPA Method 7000B. Maps detailing sample locations are attached and the internet based matter port virtual tour can be viewed at the following:

<https://my.matterport.com/show/?m=cT1wzdsAty4>

### **ASBESTOS**

Suspect asbestos materials were organized into nine (9) homogeneous areas of materials, resulting in twenty-six (26) bulk samples analyzed. Based on the certified analytical report, four (4) of the materials sampled tested positive for asbestos and all others were reported as "None Detected". Table I below summarizes the materials and locations. The certified reports of laboratory analysis and chain of custody documentation are attached.

**Table I – Asbestos Content in Sampled Materials**

Material Description and Location	Asbestos %	TSI	Surfacing	Miscellaneous	RACM	*Cat. I Non-Friable	*Cat. II Non-Friable
Beige joint compound with paint Throughout	2% CH			X	X		
Beige wall texture with paint Throughout	2% CH		X		X		

*CH=Chrysotile Asbestos. AA=Anthophyllite Asbestos \*Point Count Needed to remove RACM designation. ND= "Not Detected"*

Table II below summarizes the material and location of samples found NOT to contain asbestos. The certified report of laboratory analysis and chain of custody are attached.

**Table II – Materials Found NOT to Contain Asbestos**

Material Description	Material Location
White Ceramic Tile +Gray Grout	Bathroom Shower Wall
Beige Sheet Flooring	Bathroom Floor
Beige Sheet Flooring + Mastic	Entryway and Kitchen Floor
Brown Basecove + Mastic	Entryway and Kitchen Area
Brown Carpet Mastic	Living Room Floor
Black Roofing Material + Black Underlayment	Roof of Residence
Gray Stucco	Exterior Walls of Residence

*[Remainder of Page Intentionally Left Blank]*

## LEAD

Paint and ceramic tile from homogeneous areas were analyzed for lead content using a handheld XRF analyzer. Two (2) of the materials tested positive for lead and the remaining materials were negative as defined in Title 8 CCR 1532.1. Table III below summarizes the tested materials and locations. A map showing locations where samples were taken and XRF readings are attached hereto.

**Table III – Lead Content in Paint Materials**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25568 Maitland Dr	184	Dining	Door	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	185	Dining	Wall	Sheetrock	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	186	Hall	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	187	Living Room	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	188	Staircase	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	189	Dining	Window Sill	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	190	Living Room	Window Sill	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	191	Kitchen	Window Sill	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	192	Dining	Door Frame	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	193	Hall	Door Frame	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	194	Bath	Door Frame	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	195	Bath	Toilet	Ceramic	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	196	Bath	Floor/Wall	Tile	White	Intact	10.2	mg/cm <sup>2</sup>	Positive
25568 Maitland Dr	197	Bath	Wall	Tile	White	Intact	10.1	mg/cm <sup>2</sup>	Positive
25568 Maitland Dr	198	Master Bedroom	Ceiling	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	199	Family Room	Wall	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	200	Garage	Door Frame	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	201	Garage	Post	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	202	Exterior	Wall	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25568 Maitland Dr	203	Exterior	Wall	Stucco	White	Intact	0	mg/cm <sup>2</sup>	Negative

## **Recommendations**

Based upon the results of analyses for asbestos and lead, which indicated that both asbestos and lead were present, EnviroNova recommends a properly certified abatement contractor be utilized to remove/abate asbestos and lead containing materials prior to disturbance related to any demolition/renovation activities. Additionally, the removal or abatement activities should be monitored for compliance, and clearance testing of contained areas is recommended before considering the abatement complete.

If other suspect asbestos/lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos/lead. Therefore, all new materials must be sampled prior to their disturbance.

## **Lead Work Guidelines and Regulations**

Loose and flaking paints should be scraped down to intact paint (and the resulting paint chips captured for disposal), prior to demolition by a registered lead abatement contractor. Only components with intact, well-adhered paint will then remain during demolition. Ceramic tile with high lead content should also be removed prior to demolition. The owner or removal/demolition contractor should conduct appropriate segregation of waste created during the removal or dismantling/demolition process and dispose of the different waste streams in accordance regulatory requirements based on appropriate testing results.

The current Cal/OSHA Lead in Construction Safety Standard (8 CCR 1532.1) regulation applies to all construction work where an employee may be occupationally exposed to lead. Therefore, work performed on surfaces (including manual demolition, scraping, welding, etc.) containing any amount of lead must comply with the standard, including an exposure assessment (personal air monitoring) to determine if the airborne lead exposure levels are within acceptable limits. Therefore, any work performed on a surface containing any amount of lead must comply with this regulation. Any paint not represented by a result that is below the analytical limit of detection should be considered to contain lead and be treated as such until proven otherwise.

Lead waste is considered a hazardous waste if the result of the Toxicity Characterization Leaching Procedure (TCLP) test exceeds 5 mg/liter (5 ppm), under the Resource Conservation and Recovery Act (RCRA), 40 CFR 261, Appendix II. In California, a waste is also considered hazardous if the result of soluble lead content by a Waste Extraction Test (WET) is greater than 5 mg/l, or if the total lead content exceeds 1,000 mg/kg in accordance with Title 22 of the CCR. When TTLC results are below 50 mg/kg, STLC/TCLP limits cannot be exceeded, so the waste is classified as non-hazardous. For detailed regulatory requirements in specific situations, FACS may be consulted, and the applicable regulations should be examined.

As required by the California Department of Public Health, Title 17, Article 16 Regulations, dated January 8, 1999, EnviroNova will forward Form 8552 to CDPH notifying them of the absence of lead-based paint in the areas tested at the subject property.

## **Limitations**

This survey was conducted as a demolition survey. Therefore, EnviroNova followed EPA guidelines and completed sampling of all suspect asbestos and lead materials that were readily accessible in the buildings. Adhering to EPA and OSHA regulations for presumed asbestos and lead containing materials, very limited quantities of suspect materials that were non-accessible, such as HVAC duct systems, inside walls and/or interstitial spaces are assumed to contain asbestos and/or lead. If other suspect asbestos and/or lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos and or lead. Appropriate sampling and analysis of the non-accessible areas, performed according to EPA guidelines, may prove otherwise and negate this assumption. Conclusions and recommendations made regarding hazardous materials are based upon information obtained from samples and tests taken at specific locations and professional judgment. Recommendations in this report are made based on conditions that we reasonably infer to exist between sampling points.

This investigation is limited to the conditions and practices observed and information made available to EnviroNova. The methods, conclusions and recommendations provided are based on EnviroNova's professional judgment, expertise and the standard of practice for professional service. In providing our survey services, EnviroNova performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

The survey was planned and implemented on the basis of a mutually agreed upon scope of work, best practices and EnviroNova's previous experience in performing building surveys for asbestos and lead containing materials. EnviroNova uses only qualified professionals and laboratories to perform building surveys and sample analyses. *PLM is generally not capable of detecting extremely fine fibers (<0.3µm in diameter). Further analysis by transmission electron microscopy is able to detect smaller fibers. However, this is a concern only with certain materials such as floor tiles. Composite 400 point count analysis was not part of the survey and would be need to be performed to remove RACM designation.*

*[Remainder of Page Intentionally Left Blank]*

This document was prepared by EnviroNova at the direction of the City of Hayward for the sole use only by the City of Hayward and their sub-contractors for this project, whom are the only intended beneficiaries of this work. No other party should rely on the information contained herein without the prior written consent of EnviroNova. This report and the interpretations, conclusions, and recommendations contained within are based in part on information presented in other documents or by other parties that are cited in the text. Therefore, this report is subject to the limitations and qualifications presented in the referenced information.

EnviroNova appreciates the opportunity to present this report. Please contact Basil Falcone at (415) 599-6657 if you have any questions. We look forward to working with you again.

Respectfully submitted,



A handwritten signature in black ink, appearing to read "John B. Adams".

John B. Adams, CAC (#12-4899)  
Project Environmental Scientist

A handwritten signature in black ink, appearing to read "Basil Falcone".

Basil Falcone, REA, CAC (#04-3597)  
President

Attachments Certified Laboratory Analytical Report  
Chain of Custody Documentation  
Sample Location Maps



Report for:

**Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon**  
**Enviro Nova**  
235 Montgomery Street  
Suite 1105  
San Francisco, CA 94104

---

Regarding: Project: 18-135-4 HWY 238 Bypass; City of Hayward, 25568 Maitland Dr. Hayward, California  
EML ID: 1949860

Approved by:

Approved Signatory  
Danny Li

Dates of Analysis:  
Asbestos PLM: 06-26-2018 and 06-27-2018

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

---

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-4 HWY 238 Bypass; City of Hayward, 25568 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Total Samples Submitted:** 26  
**Total Samples Analyzed:** 26  
**Total Samples with Layer Asbestos Content > 1%:** 4

**Location: 4-C-01, Texture Coat - White Texture Coat on Walls Throughout** Lab ID-Version‡: 9180506-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 4-C-02, Texture Coat - White Texture Coat on Walls Throughout** Lab ID-Version‡: 9180507-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Beige Texture with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 4-C-03, Texture Coat - White Texture Coat on Walls Throughout** Lab ID-Version‡: 9180508-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 4-C-04, Texture Coat - White Texture Coat on Walls Throughout** Lab ID-Version‡: 9180509-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".



Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-4 HWY 238 Bypass; City of Hayward, 25568 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 4-C-05, Texture Coat - White Texture Coat on Walls Throughout**

Lab ID-Version‡: 9180510-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Beige Texture with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 4-A-01, Sheetrock - White Sheetrock and Beige Joint Compound on Walls Throughout**

Lab ID-Version‡: 9180511-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 4-A-02, Sheetrock - White Sheetrock and Beige Joint Compound on Walls Throughout**

Lab ID-Version‡: 9180512-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Beige Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

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‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-4 HWY 238 Bypass; City of Hayward, 25568 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 4-A-03, Sheetrock - White Sheetrock and Beige Joint Compound on Walls Throughout**

Lab ID-Version‡: 9180513-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Beige Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Beige Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-4 HWY 238 Bypass; City of Hayward, 25568 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 4-A-04, Sheetrock - White Sheetrock and Beige Joint Compound on Walls Throughout**

Lab ID-Version‡: 9180514-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 4-A-05, Sheetrock - White Sheetrock and Beige Joint Compound on Walls Throughout**

Lab ID-Version‡: 9180515-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 4-G-01, Ceramic Tile - White Ceramic Tile with Gray Grout in Bathrooms on Wall**

Lab ID-Version‡: 9180516-1

Sample Layers	Asbestos Content
White Ceramic Tile	ND
Dark Gray Grout	ND
Light Gray Grout	ND
<b>Sample Composite Homogeneity:</b>	Moderate

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-4 HWY 238 Bypass; City of Hayward, 25568 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 4-H1-01, Sheet Flooring - Beige Sheet Flooring on Bathroom Floors**

Lab ID-Version‡: 9180517-1

Sample Layers	Asbestos Content
White Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
Brown Fibrous Material	ND
<b>Composite Non-Asbestos Content:</b>	35% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-4 HWY 238 Bypass; City of Hayward, 25568 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 4-H1-02, Sheet Flooring - Beige Sheet Flooring on Bathroom Floors**

Lab ID-Version‡: 9180518-1

Sample Layers	Asbestos Content
White Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
Brown Fibrous Material	ND
<b>Composite Non-Asbestos Content:</b>	35% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 4-H2-01, Sheet Flooring - Beige Sheet Flooring and Mastic on Entryway and Kitchen Floors**

Lab ID-Version‡: 9180519-1

Sample Layers	Asbestos Content
White Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
Gray Floor Tile	ND
Yellow Mastic	ND
Off-White Leveling Compound (Trace)	ND
<b>Composite Non-Asbestos Content:</b>	35% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 4-H2-02, Sheet Flooring - Beige Sheet Flooring and Mastic on Entryway and Kitchen Floors**

Lab ID-Version‡: 9180520-1

Sample Layers	Asbestos Content
White Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
Red Floor Tile	ND
Yellow Mastic	ND
<b>Composite Non-Asbestos Content:</b>	35% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-4 HWY 238 Bypass; City of Hayward, 25568 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 4-F-01, Basecove - Brown Basecove and Mastic in Entryway and Kitchen Area**

Lab ID-Version‡: 9180521-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
White Mastic	ND
<b>Sample Composite Homogeneity:</b>	Moderate

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Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 4-F-02, Basecove - Brown Basecove and Mastic in Entryway and Kitchen Area**

Lab ID-Version‡: 9180522-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
White Mastic	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 4-Q-01, Carpet - Brown Carpet in Living Room Floor**

Lab ID-Version‡: 9180523-1

Sample Layers	Asbestos Content
Brown Carpet	ND
Beige Mastic	ND
<b>Composite Non-Asbestos Content:</b>	98% Synthetic Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 4-R-01, Roof - Black Roofing Material and Black Underlayment on Roof Throughout**

Lab ID-Version‡: 9180524-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Black Pebbles	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	45% Cellulose 35% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 4-R-02, Roof - Black Roofing Material and Black Underlayment on Roof Throughout**

Lab ID-Version‡: 9180525-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Black Pebbles	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	45% Cellulose 35% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-4 HWY 238 Bypass; City of Hayward, 25568 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 4-R-03, Roof - Black Roofing Material and Black Underlayment on Roof Throughout**

Lab ID-Version‡: 9180526-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Black Pebbles	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	45% Cellulose 35% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 4-W-01, Gray Stucco on Exterior Walls Throughout**

Lab ID-Version‡: 9180527-1

Sample Layers	Asbestos Content
Beige Skim Coat (Trace)	ND
White Stucco	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 4-W-02, Gray Stucco on Exterior Walls Throughout**

Lab ID-Version‡: 9180528-1

Sample Layers	Asbestos Content
Beige Skim Coat (Trace)	ND
White Stucco	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 4-W-03, Gray Stucco on Exterior Walls Throughout**

Lab ID-Version‡: 9180529-1

Sample Layers	Asbestos Content
Beige Skim Coat	ND
White Stucco	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b>	Poor

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-4 HWY 238 Bypass; City of Hayward, 25568 Maitland Dr. Hayward, California

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 4-W-04, Gray Stucco on Exterior Walls Throughout**

Lab ID-Version‡: 9180530-1

Sample Layers	Asbestos Content
Beige Skim Coat (Trace)	ND
White Stucco	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Poor	

**Location: 4-W-05, Gray Stucco on Exterior Walls Throughout**

Lab ID-Version‡: 9180531-1

Sample Layers	Asbestos Content
Beige Skim Coat (Trace)	ND
White Stucco	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Poor	

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

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# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (100-point)



001949860

Project Name/Address: City of Hayward, 25568 Maitland Dr. Hayward, California

Project #: 18-135-4 HWY 238 Bypass	Sampled By: Basil Falcone	Sampling Date: 6-20-18
Sample(s) Sent To: EMI lab		Turn Around Time: 5 day
EMAIL TO:	<input checked="" type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jalams@environova.com
		<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description: Texture Coat	Quantity:
Sample ID	Sample Location & Material Location	
4-C-01	White Texture Coat on Walls Throughout	
4-C-02	White Texture Coat on Walls Throughout	
4-C-03	White Texture Coat on Walls Throughout	
HM#	Material Description: Texture Coat	Quantity:
Sample ID	Sample Location & Material Location	
4-C-04	White Texture Coat on Walls Throughout	
4-C-05	White Texture Coat on Walls Throughout	
HM#	Material Description: Sheetrock	Quantity:
Sample ID	Sample Location & Material Location	
4-A-01	White Sheetrock and Beige Joint Compound on Walls Throughout	
4-A-02	White Sheetrock and Beige Joint Compound on Walls Throughout	
4-A-03	White Sheetrock and Beige Joint Compound on Walls Throughout	
HM#	Material Description: Sheetrock	Quantity:
Sample ID	Sample Location & Material Location	
4-A-04	White Sheetrock and Beige Joint Compound on Walls Throughout	
4-A-05	White Sheetrock and Beige Joint Compound on Walls Throughout	
HM#	Material Description: Ceramic Tile	Quantity:
Sample ID	Sample Location & Material Location	
4-G-01	White Ceramic Tile with gray grout in Bathrooms on Wall	

Relinquished By: Basil Falcone Signature: [Signature] Date/Time: 6-22-18  
 Received By: \_\_\_\_\_ Signature: [Signature] Date/Time: 06/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
San Francisco, CA 94104  
Tel 415.883.7575  
Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949860

Project Name/Address: City of Hayward, 25568 Maitland Dr. Hayward, California

Project # 18-135-4

Sampled By: Basil Falcone

Sampling Date 6-20-18

HWY 238 Bypass

Sample(s) Sent To: EMLab

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
bfalcone@environova.com

John Adams  
jadams@environova.com

Catherine Naughton  
cnaughton@environova.com

HM#	Material Description: <b>Sheet Flooring</b>	Quantity:
Sample ID	Sample Location & Material Location	
4-H1-01	Beige Sheet Flooring on Bathroom Floors	
4-H1-02	Beige Sheet Flooring on Bathroom Floors	
HM#	Material Description: <b>Sheet Flooring</b>	Quantity:
Sample ID	Sample Location & Material Location	
4-H2-01	Beige Sheet Flooring and Mastic on Entryway and Kitchen Floors	
4-H2-02	Beige Sheet Flooring and Mastic on Entryway and Kitchen Floors	
HM#	Material Description: <b>Basecove</b>	Quantity:
Sample ID	Sample Location & Material Location	
4-F-01	Brown Basecove and Mastic in Entryway and Kitchen Area	
4-F-02	Brown Basecove and Mastic in Entryway and Kitchen Area	
HM#	Material Description: <b>Carpet</b>	Quantity:
Sample ID	Sample Location & Material Location	
4-Q-01	Brown Carpet in Living Room Floor	
HM#	Material Description: <b>Roof</b>	Quantity:
Sample ID	Sample Location & Material Location	
4-R-01	Black Roofing Material and Black Underlayment on Roof Throughout	
4-R-02	Black Roofing Material and Black Underlayment on Roof Throughout	
4-R-03	Black Roofing Material and Black Underlayment on Roof Throughout	

Relinquished By:

*Basil Falcone*

Signature:

*Basil Falcone*

Date/Time:

6-22-18

Received By:

Signature:

*JG*

Date/Time:

06/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive
- Analyze All Samples
- Point Count Analysis (400-point)



001949860

Project Name/Address: City of Hayward, 25568 Maitland Dr. Hayward, California

Project #: 18-135-4

Sampled By: Basil Falcone

Sampling Date 6-20-18

HWY 238 Bypass

Sample(s) Sent To: EMLab

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description: <b>Stucco</b>	Quantity:
Sample ID	Sample Location & Material Location	
4-W-01	Gray Stucco on Exterior Walls Throughout	
4-W-02	Gray Stucco on Exterior Walls Throughout	
4-W-03	Gray Stucco on Exterior Walls Throughout	
HM#	Material Description: <b>Stucco</b>	Quantity:
Sample ID	Sample Location & Material Location	
4-W-04	Gray Stucco on Exterior Walls Throughout	
4-W-05	Gray Stucco on Exterior Walls Throughout	
HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	
HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	
HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	
HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	

Relinquished By: Basil Falcone

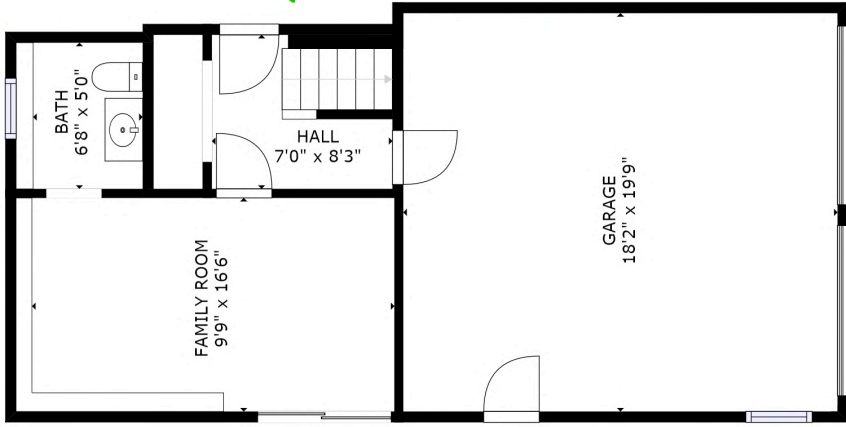
Signature: [Signature]

Date/Time: 6-22-18

Received By: [Signature]

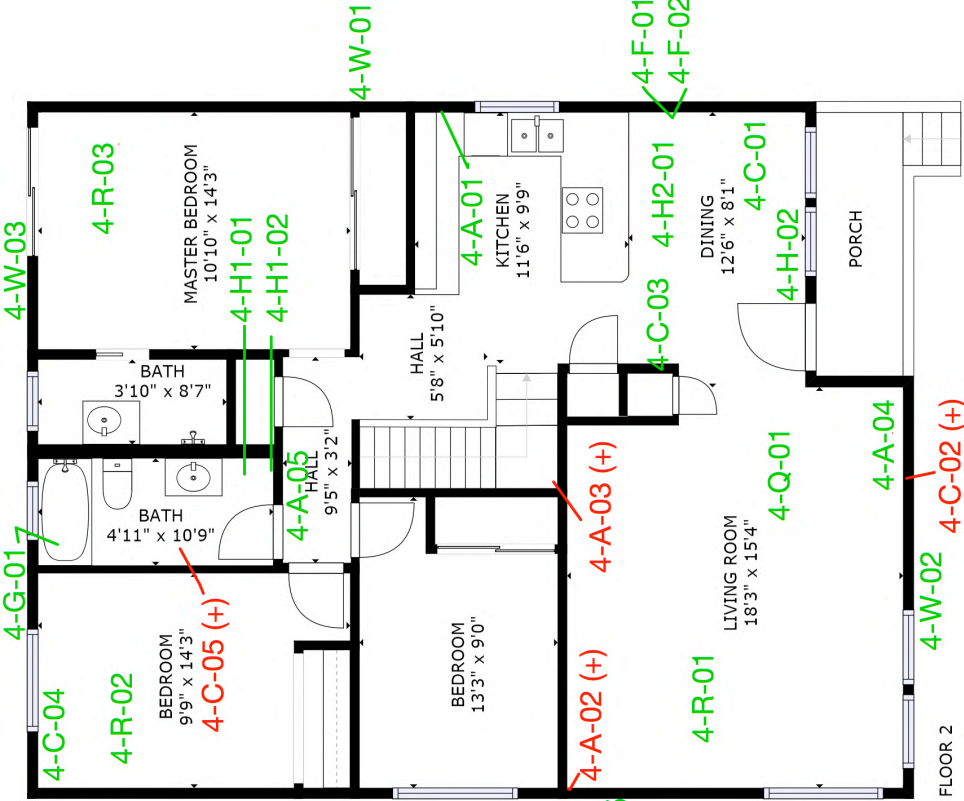
Signature: [Signature]

Date/Time: 06/25/18 9:45



**KEY:**  
 Red numbers indicate positive for asbestos  
 4-A-01-05 Sheetrock with Joint compound  
 4-C-01-05 Texture Coat

Green number indicates negative test result  
 4-H1.2 Sheet Flooring  
 4-C Black roofing and underlayment  
 4-W Ext Sillco  
 4-F Basecove mastic



**25568 Maitland Dr.**

GROSS INTERNAL AREA

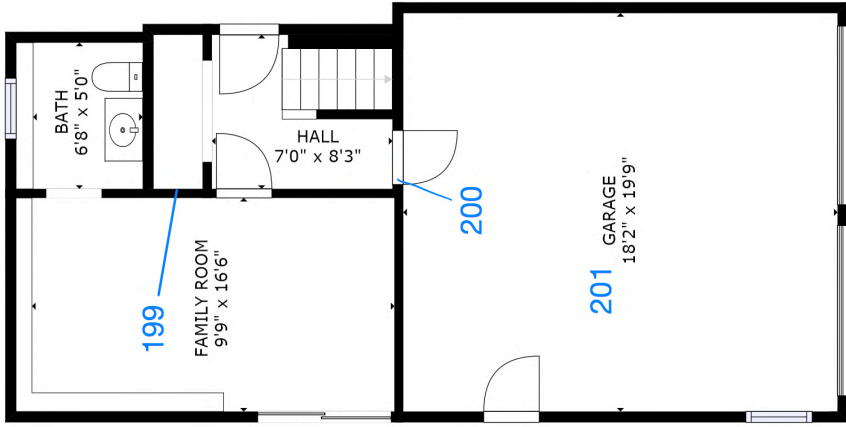
FLOOR 1: 290 sq ft; FLOOR 2: 1158 sq ft

EXCLUDED AREAS: GARAGE: 359 sq ft

TOTAL: 1448 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

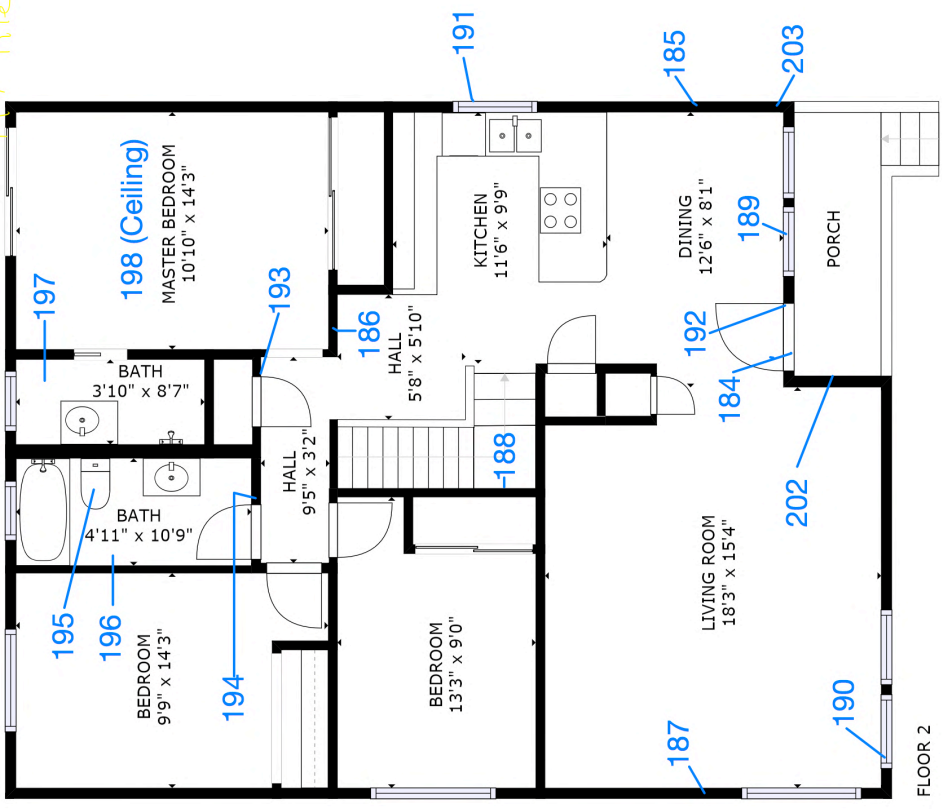
1/27 Tile



**KEY:**

184	Door wood
185-186, 198	Wall sheetrock
189-191	Window sill wood
192-194	Staircase frame wood
195	Toilet Porcelain
196, 197	wall tile
198	Ceiling sheetrock
201	Post wood
202, 203	Ext wall wood/stucco

FLOOR 1



FLOOR 2

**25568 Maitland Dr.**

GROSS INTERNAL AREA

FLOOR 1: 290 sq ft; FLOOR 2: 1158 sq ft

EXCLUDED AREAS: GARAGE: 359 sq ft

TOTAL: 1448 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

**Appendix B-5**

**Parcel 25584 Maitland Drive Hayward California**



August 10, 2018

18-135-5

Mr. Kevin Briggs  
City of Hayward  
777 B Street  
Hayward, CA 94541  
Telephone: (510) 583-4760

**Asbestos and Lead Demolition Survey Report  
25584 Maitland Drive  
Hayward, CA**

Dear Mr. Briggs:

Pursuant to your request and authorization, EnviroNova, LLC (EnviroNova), is pleased to present this report to the City of Hayward for the residence located at 25568 Maitland Drive in Hayward, California (Site) for an asbestos and lead demolition survey on the building. All work was conducted by properly certified field and professional staff according to applicable federal, state and local regulations.

On June 21, 2018, EnviroNova collected suspect material samples from areas of the Site where construction activities will disturb flooring, wall, and ceiling materials. The asbestos and lead samples were submitted under chain of custody procedures to Environmental Microbiology Laboratories located in South San Francisco, California. The asbestos samples were analyzed via polarized light microscopy (PLM) in accordance with the method specified in appendix A subpart F 40 CFR part 763, section 1, and the lead samples were analyzed via atomic absorption in accordance with EPA Method 7000B. Maps detailing sample locations are attached and the internet based matter port virtual tour can be viewed at the following:

<https://my.matterport.com/show/?m=uDtPkNWfuVg>

## **ASBESTOS**

Suspect asbestos materials were organized into eighteen (18) homogeneous areas of materials, resulting in forty-six (46) bulk samples analyzed. Based on the certified analytical report, twenty-three (23) of the materials sampled tested positive for asbestos and all others were reported as "None Detected." Table I below summarizes the materials and locations. The certified reports of laboratory analysis and chain of custody documentation are attached.



**Table I – Asbestos Content in Sampled Materials**

<b>Material Description and Location</b>	<b>Asbestos %</b>	<b>TSI</b>	<b>Surfacing</b>	<b>Miscellaneous</b>	<b>RACM</b>	<b>*Cat. I Non-Friable</b>	<b>*Cat. II Non-Friable</b>
Off-white joint compound with paint Throughout	2% CH		X		X		
Black mastic Roof penetrations	5% CH			X		X	
Multi-Layered sheet flooring + mastic Bathroom floor	25% CH			X		X	
Ceramic tile + sheet flooring + mastic Kitchen floor	25% CH			X		X	
Off-white wall texture with paint Throughout	2%-3% CH		X		X		
Off-white joint compound Garage	2% CH		X		X		

*CH=Chrysotile Asbestos. AA=Anthophyllite Asbestos \*Point Count Needed to remove RACM designation. ND="Not Detected"*

*[Remainder of Page Intentionally Left Blank]*

Table II below summarizes the material and location of samples found NOT to contain asbestos. The certified report of laboratory analysis and chain of custody are attached.

**Table II – Materials Found NOT to Contain Asbestos**

<b>Material Description</b>	<b>Material Location</b>
Black Roofing Material	Roof of Residence
Brown Vinyl Floor Tile + Clear Mastic	Entryway Floor
Beige Basecove + White Mastic	Kitchen Floor
White Sheetrock + Beige Joint Compound	Interior Walls throughout Residence
Gray Floor Tile + Yellow Mastic	Laundry Room Floor
White Basecove + Yellow Mastic	Laundry Room Floor
Grey Kitchen Floor Backard Board	Kitchen Floor Under Cabinets
White Basecove + Yellow Mastic	Bathroom Floor
Brown Basecove + White Mastic	Laundry Room Floor
White Ceramic Tile + Gray Grout	Bathroom Shower Wall
Blue Ceramic Tile + Gray Grout	Bathroom Shower Floor
Gray Stucco	Exterior Walls of Residence

*[Remainder of Page Intentionally Left Blank]*

## LEAD

Paint and ceramic tile from homogeneous areas were analyzed for lead content using a handheld XRF analyzer. None of the materials tested above the detection limit of 600 ppm as defined in Title 8 CCR 1532.1. Table III below summarizes the tested materials and locations. A map showing locations where samples were taken and XRF readings are attached hereto.

**Table III – Lead Content in Paint Materials**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
22584 Maitland Dr	314	Bath	Floor	Tile	White	Intact	0.3	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	315	Bath	Wall	Tile	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	316	Bath	Wall	Tile	White	Intact	0	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	317	Bath	Toilet	Ceramic	White	Intact	0.3	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	318	Hall	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	319	Master Bedroom	Door Frame	Wood	White	Intact	0.4	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	320	Master Bedroom	Wall	Sheetrock	Green	Intact	0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	321	Master Bedroom	Wall	Sheetrock	Green	Intact	0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	322	Master Bedroom	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	323	Bedroom	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	324	Bedroom	Wall	Sheetrock	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	325	Kitchen	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	326	Bedroom	Door	Wood	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	327	Living Room	Wall	Sheetrock	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	328	Living Room	Window Sill	Wood	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	329	Living Room	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	330	Living Room	Floor	Tile	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	331	Kitchen	Wall	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	332	Kitchen	Floor	Tile	White	Intact	0	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	333	Laundry Room	Ceiling	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	334	Kitchen	Floor	Tile	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	335	Laundry Room	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	336	Laundry Room	Ceiling	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	337	Exterior	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	338	Exterior	Wall	Wood	Grey	Intact	0	mg/cm <sup>2</sup>	Negative

**Table III – Lead Content in Paint Materials (Continued)**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
22584 Maitland Dr	339	Exterior	Gutter	Metal	Green	Intact	-0.1	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	340	Exterior	Handrail	Wood	Green	Intact	0.5	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	341	Exterior	Wall	Stucco	Grey	Intact	0.3	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	342	Exterior	Wall	Stucco	Grey	Intact	0.7	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	343	Exterior	Walkway	Wood	Grey	Intact	0.5	mg/cm <sup>2</sup>	Negative
22584 Maitland Dr	344	Exterior	Window Sill	Wood	White	Intact	0.4	mg/cm <sup>2</sup>	Negative

### Recommendations

Based upon the results of analyses for asbestos and lead, which indicated that both asbestos and lead were present, EnviroNova recommends a properly certified abatement contractor be utilized to remove/abate asbestos and lead containing materials prior to disturbance related to any demolition activities. Additionally, the removal or abatement activities should be monitored for compliance, and clearance testing of contained areas is recommended before considering the abatement complete.

If other suspect asbestos/lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos/lead. Therefore all new materials must be sampled prior to their disturbance.

### Lead Work Guidelines and Regulations

Loose and flaking paints should be scraped down to intact paint (and the resulting paint chips captured for disposal), prior to demolition by a registered lead abatement contractor. Only components with intact, well-adhered paint will then remain during demolition. Ceramic tile with high lead content should also be removed prior to demolition. The owner or removal/demolition contractor should conduct appropriate segregation of waste created during the removal or dismantling/demolition process and dispose of the different waste streams in accordance regulatory requirements based on appropriate testing results.

The current Cal/OSHA Lead in Construction Safety Standard (8 CCR 1532.1) regulation applies to all construction work where an employee may be occupationally exposed to lead. Therefore, work performed on surfaces (including manual demolition, scraping, welding, etc.) containing any amount of lead must comply with the standard, including an exposure assessment (personal air monitoring) to determine if the airborne lead exposure levels are within acceptable limits. Therefore, any work performed on a surface containing any amount of lead must comply with this regulation. Any paint not represented by a result that is below the analytical limit of detection should be considered to contain lead and be treated as such until proven otherwise.

Lead waste is considered a hazardous waste if the result of the Toxicity Characterization Leaching Procedure (TCLP) test exceeds 5 mg/liter (5 ppm), under the Resource Conservation and Recovery Act (RCRA), 40 CFR 261, Appendix II. In California, a waste is also considered hazardous if the result of soluble lead content by a Waste Extraction Test (WET) is greater than 5 mg/l, or if the total lead content exceeds 1,000 mg/kg in accordance with Title 22 of the CCR. When TTLC results are below 50 mg/kg, STLC/TCLP limits cannot be exceeded, so the waste is classified as non-hazardous. For detailed regulatory requirements in specific situations, FACS may be consulted, and the applicable regulations should be examined.

As required by the California Department of Public Health, Title 17, Article 16 Regulations, dated January 8, 1999, EnviroNova will forward Form 8552 to CDPH notifying them of the absence of lead-based paint in the areas tested at the subject property.

### **Limitations**

This survey was conducted as a demolition survey. Therefore, EnviroNova followed EPA guidelines and completed sampling of all suspect asbestos and lead materials that were readily accessible in the buildings. Adhering to EPA and OSHA regulations for presumed asbestos and lead containing materials, very limited quantities of suspect materials that were non-accessible, such as HVAC duct systems, inside walls and/or interstitial spaces are assumed to contain asbestos and/or lead. If other suspect asbestos and/or lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos and or lead. Appropriate sampling and analysis of the non-accessible areas, performed according to EPA guidelines, may prove otherwise and negate this assumption. Conclusions and recommendations made regarding hazardous materials are based upon information obtained from samples and tests taken at specific locations and professional judgment. Recommendations in this report are made based on conditions that we reasonably infer to exist between sampling points.

This investigation is limited to the conditions and practices observed and information made available to EnviroNova. The methods, conclusions and recommendations provided are based on EnviroNova's professional judgment, expertise and the standard of practice for professional service. In providing our survey services, EnviroNova performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

The survey was planned and implemented on the basis of a mutually agreed upon scope of work, best practices and EnviroNova's previous experience in performing building surveys for asbestos and lead containing materials. EnviroNova uses only qualified professionals and laboratories to perform building surveys and sample analyses. *PLM is generally not capable of detecting extremely fine fibers (<0.3µm in diameter). Further analysis by transmission electron microscopy is able to detect smaller fibers. However, this is a concern only with certain materials such as floor tiles. Composite 400 point count analysis was not part of the survey and would be need to be performed to remove RACM designation.*

This document was prepared by EnviroNova at the direction of the City of Hayward for the sole use only by the City of Hayward and their sub-contractors for this project, whom are the only intended beneficiaries of this work. No other party should rely on the information contained herein without the prior written consent of EnviroNova. This report and the interpretations, conclusions, and recommendations contained within are based in part on information presented in other documents or by other parties that are cited in the text. Therefore, this report is subject to the limitations and qualifications presented in the referenced information.

EnviroNova appreciates the opportunity to present this report. Please contact Basil Falcone at (415) 599-6657 if you have any questions. We look forward to working with you again.

Respectfully submitted,



A handwritten signature in black ink, appearing to read "John B. Adams".

John B. Adams, CAC (#12-4899)  
Project Environmental Scientist

A handwritten signature in black ink, appearing to read "Basil Falcone".

Basil Falcone, REA, CAC (#04-3597)  
President

Attachments Certified Laboratory Analytical Report  
Chain of Custody Documentation  
Sample Location Maps



Report for:

**Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon**  
**Enviro Nova**  
235 Montgomery Street  
Suite 1105  
San Francisco, CA 94104

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Regarding: Project: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA  
EML ID: 1949812

Approved by:

Approved Signatory  
Danny Li

Dates of Analysis:  
Asbestos PLM: 06-28-2018

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

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All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Total Samples Submitted:** 46  
**Total Samples Analyzed:** 46  
**Total Samples with Layer Asbestos Content > 1%:** 23

**Location: 5-R-01, Roof, black roofing material on roof**

Lab ID-Version‡: 9181021-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Gray Pebbles	ND
Black Roofing Tar	ND
Black Roofing Shingle with Brown Pebbles	ND
Black Roofing Shingle with Dark Brown Pebbles	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	25% Glass Fibers 10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 5-R-02, Roof, black roofing material on roof**

Lab ID-Version‡: 9181022-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Gray Pebbles	ND
Black Roofing Shingle with Brown Pebbles	ND
Black Roofing Tar	ND
Black Roofing Shingle with Dark Brown Pebbles	ND
Black Roofing Felt	ND
Black Roofing Tar	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	25% Glass Fibers 10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 5-E1-01, Vinyl floor tile, brown vinyl floor tile and clear mastic at entryway floor**

Lab ID-Version‡: 9181023-1

Sample Layers	Asbestos Content
Brown Floor Tile	ND
Transparent Mastic	ND
<b>Sample Composite Homogeneity:</b>	Moderate

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".



Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-E1-02, Vinyl floor tile, brown vinyl floor tile and clear mastic at entryway floor**

Lab ID-Version‡: 9181024-1

Sample Layers	Asbestos Content
Brown Floor Tile	ND
Transparent Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-F-01, Base cove, beige base cove and white mastic in kitchen area**

Lab ID-Version‡: 9181025-1

Sample Layers	Asbestos Content
Black Baseboard	ND
Yellow Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 5-F-02, Base cove, beige base cove and white mastic in kitchen area**

Lab ID-Version‡: 9181026-1

Sample Layers	Asbestos Content
Black Baseboard	ND
Yellow Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 5-M-01, Mastic, black roof mastic at penetrations on roof**

Lab ID-Version‡: 9181027-1

Sample Layers	Asbestos Content
Black Roofing Mastic	5% Chrysotile
Black Roofing Tar	ND
<b>Composite Non-Asbestos Content:</b> 3% Glass Fibers	
<b>Sample Composite Homogeneity:</b> Poor	

**Location: 5-M-02, Mastic, black roof mastic at penetrations on roof**

Lab ID-Version‡: 9181028-1

Sample Layers	Asbestos Content
Black Roofing Mastic	5% Chrysotile
<b>Composite Non-Asbestos Content:</b> 3% Glass Fibers	
<b>Sample Composite Homogeneity:</b> Poor	

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-M-03, Mastic, black roof mastic at penetrations on roof**

Lab ID-Version‡: 9181029-1

Sample Layers	Asbestos Content
Black Roofing Mastic	5% Chrysotile
Black Woven Material	ND
<b>Composite Non-Asbestos Content:</b>	10% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 5-A-01, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181030-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Off-White Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Off-White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 5-A-02, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181031-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Off-White Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Off-White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-A-03, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181032-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Off-White Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Off-White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
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Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-A-04, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181033-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Off-White Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Off-White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 5-A-05, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181034-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Off-White Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 5-E2-01, Floor tile, gray floor tile and yellow mastic in laundry room**

Lab ID-Version‡: 9181035-1

Sample Layers	Asbestos Content
Gray Floor Tile	ND
Yellow Mastic	ND
<b>Sample Composite Homogeneity:</b>	Moderate

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

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**ASBESTOS PLM REPORT**

**Location: 5-E2-02, Floor tile, gray floor tile and yellow mastic in laundry room**

Lab ID-Version‡: 9181036-1

Sample Layers	Asbestos Content
Gray Floor Tile	ND
Yellow Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-C-01, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181037-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Off-White Texture with Paint	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 5-C-02, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181038-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Off-White Texture with Paint	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 5-C-03, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181039-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Off-White Texture with Paint	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 5-C-04, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181040-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Off-White Texture with Paint	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

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 Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
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 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-C-05, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181041-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Off-White Texture with Paint	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 5-C2-01, Texture coat, white texture coat with large pattern in living room walls**

Lab ID-Version‡: 9181042-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
White Texture with Paint	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 5-C2-02, Texture coat, white texture coat with large pattern in living room walls**

Lab ID-Version‡: 9181043-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Off-White Texture with Paint	2% Chrysotile
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 5-C2-03, Texture coat, white texture coat with large pattern in living room walls**

Lab ID-Version‡: 9181044-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Off-White Texture with Paint	2% Chrysotile
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

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 Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-F2-01, Base cove, white baseboard and yellow mastic in laundry room**

Lab ID-Version‡: 9181045-1

Sample Layers	Asbestos Content
White Baseboard	ND
Yellow Mastic	ND
Brown Mastic	ND
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 5-F2-02, Base cove, white baseboard and yellow mastic in laundry room**

Lab ID-Version‡: 9181046-1

Sample Layers	Asbestos Content
White Baseboard	ND
Yellow Mastic	ND
Brown Mastic	ND
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 5-Z-01, Backard board, grey kitchen floor backard board under cabinets**

Lab ID-Version‡: 9181047-1

Sample Layers	Asbestos Content
Gray Fiberboard	ND
<b>Composite Non-Asbestos Content:</b>	50% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 5-Z-02, Backard board, grey kitchen floor backard board under cabinets**

Lab ID-Version‡: 9181048-1

Sample Layers	Asbestos Content
Gray Fiberboard	ND
<b>Composite Non-Asbestos Content:</b>	50% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

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‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-F3-01, Base cove, white base cove and yellow mastic in bathroom**

Lab ID-Version‡: 9181049-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
Off-White Joint Compound	2% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

Comments: Basecove not detected.

**Location: 5-F3-02, Base cove, white base cove and yellow mastic in bathroom**

Lab ID-Version‡: 9181050-1

Sample Layers	Asbestos Content
White Baseboard	ND
Yellow Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 5-F4-01, Base cove, brown base cove and white mastic in laundry room**

Lab ID-Version‡: 9181051-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
Brown Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 5-F4-02, Base cove, brown base cove and white mastic in laundry room**

Lab ID-Version‡: 9181052-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
Brown Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-H-01, Sheet flooring, multi-layered sheet flooring and mastic on bathroom floor**

Lab ID-Version‡: 9181053-1

Sample Layers	Asbestos Content
Light Gray Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
Tan Wood	ND
Yellow Sheet Flooring with Fibrous Backing	25% Chrysotile
Beige Linoleum with Fibrous Backing	ND
Light Brown Mastic	ND
<b>Composite Non-Asbestos Content:</b>	40% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 5-H-02, Sheet flooring, multi-layered sheet flooring and mastic on bathroom floor**

Lab ID-Version‡: 9181054-1

Sample Layers	Asbestos Content
Light Gray Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
Tan Wood	ND
Yellow Sheet Flooring with Fibrous Backing	25% Chrysotile
Beige Linoleum with Fibrous Backing	ND
Light Brown Mastic	ND
<b>Composite Non-Asbestos Content:</b>	40% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 5-G1-01, Ceramic tile, white ceramic tile and grout on bathroom walls**

Lab ID-Version‡: 9181055-1

Sample Layers	Asbestos Content
White Ceramic Tile	ND
White Grout	ND
White Mastic	ND
White Joint Compound with Paint	ND
Tan Joint Compound with Paint	ND
Off-White Joint Compound with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b>	Poor

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-G2-01, Ceramic tile, blue ceramic tile and grout in shower in bathroom**

Lab ID-Version‡: 9181056-1

Sample Layers	Asbestos Content
Blue Ceramic Tile	ND
White Grout	ND
Gray Mortar	ND
White Woven Material	ND
<b>Composite Non-Asbestos Content:</b>	5% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-GH-01, Multi-layered kitchen tile, ceramic tile and sheet flooring with mastic layered kitchen floor**

Lab ID-Version‡: 9181057-1

Sample Layers	Asbestos Content
Beige Ceramic Tile	ND
Gray Grout	ND
Gray Mortar	ND
Light Gray Fiberboard	ND
Yellow Sheet Flooring with Fibrous Backing	25% Chrysotile
Brown Linoleum with Fibrous Backing	ND
Light Brown Mastic	ND
<b>Composite Non-Asbestos Content:</b>	30% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 5-GH-02, Multi-layered kitchen tile, ceramic tile and sheet flooring with mastic layered kitchen floor**

Lab ID-Version‡: 9181058-1

Sample Layers	Asbestos Content
Beige Ceramic Tile	ND
Gray Grout	ND
Gray Mortar	ND
Light Gray Fiberboard	ND
Yellow Sheet Flooring with Fibrous Backing	25% Chrysotile
Brown Linoleum with Fibrous Backing	ND
Light Brown Mastic	ND
<b>Composite Non-Asbestos Content:</b>	30% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 5-A2-01, Sheetrock, white sheetrock and beige joint compound in garage on walls**

Lab ID-Version‡: 9181059-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper and Paint	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose 5% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Joint Compound not detected.

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‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-A2-02, Sheetrock, white sheetrock and beige joint compound in garage on walls**

Lab ID-Version‡: 9181060-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose 5% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-A2-03, Sheetrock, white sheetrock and beige joint compound in garage on walls**

Lab ID-Version‡: 9181061-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose 5% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 5-W-01, Stucco, gray stucco on exterior walls throughout**

Lab ID-Version‡: 9181062-1

Sample Layers	Asbestos Content
Pink Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 5-W-02, Stucco, gray stucco on exterior walls throughout**

Lab ID-Version‡: 9181063-1

Sample Layers	Asbestos Content
Pink Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 5-W-03, Stucco, gray stucco on exterior walls throughout**

Lab ID-Version‡: 9181064-1

Sample Layers	Asbestos Content
Pink Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b>	Moderate

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-5; HWY 238 by Pass; City of Hayward, 25584 Maitland Drive, Hayward, CA

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 5-W-04, Stucco, gray stucco on exterior walls throughout**

Lab ID-Version‡: 9181065-1

Sample Layers	Asbestos Content
Pink Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 5-W-05, Stucco, gray stucco on exterior walls throughout**

Lab ID-Version‡: 9181066-1

Sample Layers	Asbestos Content
Beige Coating with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* P/M Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949812

Project Name/Address: City of Hayward 25584 Maitland Drive Hayward, California

Project #: 18-135-5  
 HWY 238 Bypass

Sampled By: Basil Falcone

Sampling Date 6/21/18

Sample(s) Sent To: EM Labs

Turn Around Time: 5 days

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description: Roof	Quantity:
Sample ID	Sample Location & Material Location	
5-R-01	Black Roofing Material on Roof	
5-R-02	Black Roofing Material on Roof	
HM#	Material Description: Vinyl Floor Tile	Quantity:
Sample ID	Sample Location & Material Location	
5-E1-01	Brown Vinyl Floor Tile and Clear Mastic at Entryway Floor	
5-E1-02	Brown Vinyl Floor Tile and Clear Mastic at Entryway Floor	
HM#	Material Description: Basecove	Quantity:
Sample ID	Sample Location & Material Location	
5-F-01	Beige Basecove and White Mastic in Kitchen Area	
5-F-02	Beige Basecove and White Mastic in Kitchen Area	
HM#	Material Description: Mastic	Quantity:
Sample ID	Sample Location & Material Location	
5-M-01	Black Roof Mastic at Penetrations on Roof	
5-M-02	Black Roof Mastic at Penetrations on Roof	
5-M-03	Black Roof Mastic at Penetrations on Roof	
HM#	Material Description: Sheetrock	Quantity:
Sample ID	Sample Location & Material Location	
5-A-01	White Sheetrock and Beige Joint Compound on Walls Throughout	
5-A-02	White Sheetrock and Beige Joint Compound on Walls Throughout	
5-A-03	White Sheetrock and Beige Joint Compound on Walls Throughout	

Relinquished By:

*Basil Falcone*

Signature:

*[Signature]*

Date/Time:

6-22-18

Received By:

*[Signature]*

Signature:

*[Signature]*

Date/Time:

6/25/18 7:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive
- Analyze All Samples
- Point Count Analysis (400-point)



001949812

Project Name/Address: City of Hayward 25584 Maitland Drive Hayward, California		
Project #: 18-135-5 HWY 238 Bypass	Sampled By: Basil Falcone	Sampling Date 6/21/18
Sample(s) Sent To: EM Labs	Turn Around Time: 5 days	
EMAIL TO:	<input checked="" type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com
		<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description:	sheetrock
Sample ID	Sample Location & Material Location	Quantity:
5-A-04	White Sheetrock and Beige Joint Compound on Walls Throughout	
5-A-05	White Sheetrock and Beige Joint Compound on Walls Throughout	
HM#	Material Description:	floor tile
Sample ID	Sample Location & Material Location	Quantity:
5-E2-01	Gray Floor Tile and Yellow Mastic in Laundry Room	
5-E2-02	Gray Floor Tile and Yellow Mastic in Laundry Room	
HM#	Material Description:	texture coat
Sample ID	Sample Location & Material Location	Quantity:
5-C-01	White Texture Coat on Walls Throughout	
5-C-02	White Texture Coat on Walls Throughout	
5-C-03	White Texture Coat on Walls Throughout	
HM#	Material Description:	texture coat
Sample ID	Sample Location & Material Location	Quantity:
5-C-04	White Texture Coat on Walls Throughout	
5-C-05	White Texture Coat on Walls Throughout	
HM#	Material Description	Texture Coat
Sample ID	Sample Location & Material Location	Quantity:
5-C2-01	White Texture Coat with Large Pattern in Living Room Walls	
5-C2-02	White Texture Coat with Large Pattern in Living Room Walls	
5-C2-03	White Texture Coat with Large Pattern in Living Room Walls	

Relinquished By:	<i>Basil Falcone</i>	Signature:	<i>[Signature]</i>	Date/Time:	6-22-18
Received By:		Signature:	<i>[Signature]</i>	Date/Time:	6/25/18 9:45

# ENVIRONOVA

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## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949812

Project Name/Address: City of Hayward 25584 Maitland Drive Hayward, California

Project #: 18-135-5

Sampled By: Basil Falcone

Sampling Date 6/21/18

HWY 238 Bypass

Sample(s) Sent To: BM Labs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	
	<b>Basecove</b>	
Sample ID	Sample Location & Material Location	Quantity:
5-F2-01	White Baseboard and Yellow Mastic in Laundry Room	
5-F2-02	White Baseboard and Yellow Mastic in Laundry Room	
	<b>Backard Board</b>	
Sample ID	Sample Location & Material Location	Quantity:
5-Z-01	Grey Kitchen Floor Backard Board Under Cabinets	
5-Z-02	Grey Kitchen Floor Backard Board Under Cabinets	
	<b>Basecove</b>	
Sample ID	Sample Location & Material Location	Quantity:
5-F3-01	White Basecove and Yellow Mastic in Bathroom	
5-F3-02	White Basecove and Yellow Mastic in Bathroom	
	<b>Basecove</b>	
Sample ID	Sample Location & Material Location	Quantity:
5-F4-01	Brown Basecove and White Mastic in Laundry Room	
5-F4-02	Brown Basecove and White Mastic in Laundry Room	
	<b>Sheet Flooring</b>	
Sample ID	Sample Location & Material Location	Quantity:
5-H-01	Multi-Layered Sheet Flooring and Mastic on Bathroom Floor	
5-H-02	Multi-Layered Sheet Flooring and Mastic on Bathroom Floor	

Relinquished By:

*Basil Falcone*

Signature:

*[Signature]*

Date/Time:

6-22-18

Received By:

Signature:

*[Signature]*

Date/Time:

08/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

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## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949812

Project Name/Address: City of Hayward 25584 Maitland Drive Hayward, California		
Project #: 18-135-5 HWY 238 Bypass	Sampled By: Basil Falcone	Sampling Date 6/21/18
Sample(s) Sent To: EM Labs	Turn Around Time: 5 days	
EMAIL TO: <input checked="" type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com	<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description:	Quantity:
	<b>Ceramic Tile</b>	
Sample ID	Sample Location & Material Location	Quantity:
5-G1-01	White Ceramic Tile and Grout on Bathroom Walls	
	<b>Ceramic Tile</b>	
Sample ID	Sample Location & Material Location	Quantity:
5-G2-01	Blue Ceramic Tile and Grout in Shower in Bathroom	
	<b>Multi-Layered Kitchen Tile</b>	
Sample ID	Sample Location & Material Location	Quantity:
5-GH-01	Ceramic Tile and Sheet Flooring with Mastic Layered Kitchen Floor	
5-GH-02	Ceramic Tile and Sheet Flooring with Mastic Layered Kitchen Floor	
	<b>Sheetrock</b>	
Sample ID	Sample Location & Material Location	Quantity:
5-A2-01	White Sheetrock and Beige Joint Compound in Garage on Walls	
5-A2-02	White Sheetrock and Beige Joint Compound in Garage on Walls	
5-A2-03	White Sheetrock and Beige Joint Compound in Garage on Walls	
	<b>Stucco</b>	
Sample ID	Sample Location & Material Location	Quantity:
5-W-01	Gray Stucco on Exterior Walls Throughout	
5-W-02	Gray Stucco on Exterior Walls Throughout	
5-W-03	Gray Stucco on Exterior Walls Throughout	

Relinquished By: <u>Basil Falcone</u>	Signature:	Date/Time: <u>6-22-18</u>
Received By: _____	Signature:	Date/Time: <u>06/25/18 9:45</u>

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## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive
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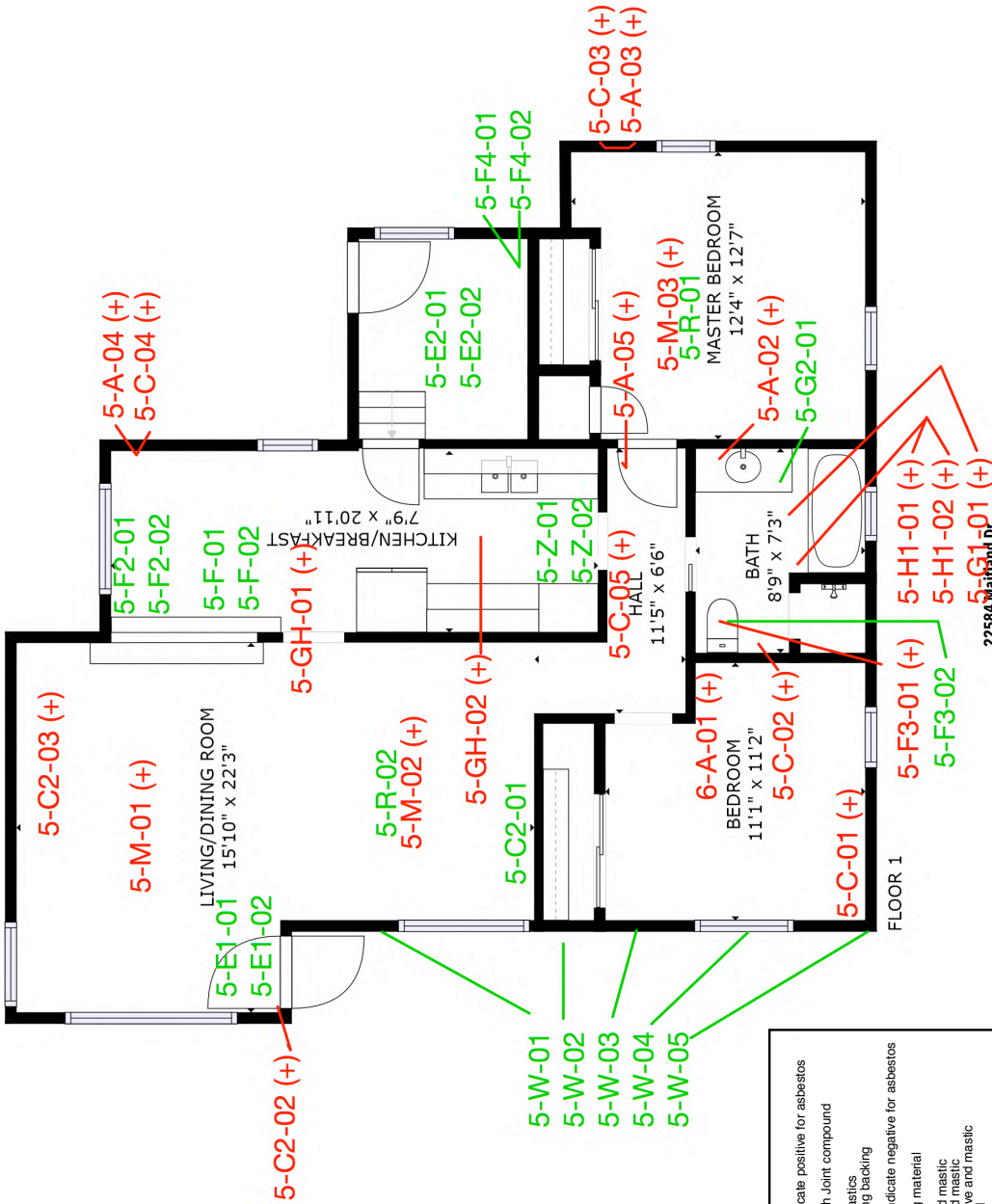
001949812

Project Name/Address: City of Hayward 25584 Maitland Drive Hayward, California			
Project #: 18-135-5 HWY 238 Bypass		Sampled By: Basil Falcone	Sampling Date 6/21/18
Sample(s) Sent To: EM Labs		Turn Around Time: 5 days	
EMAIL TO:	<input checked="" type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadmits@environova.com	<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	
5-W-04	Gray Stucco on Exterior Walls Throughout	
5-W-05	Gray Stucco on Exterior Walls Throughout	

Relinquished By: Basil Falcone Signature: [Signature] Date/Time: 6-22-18

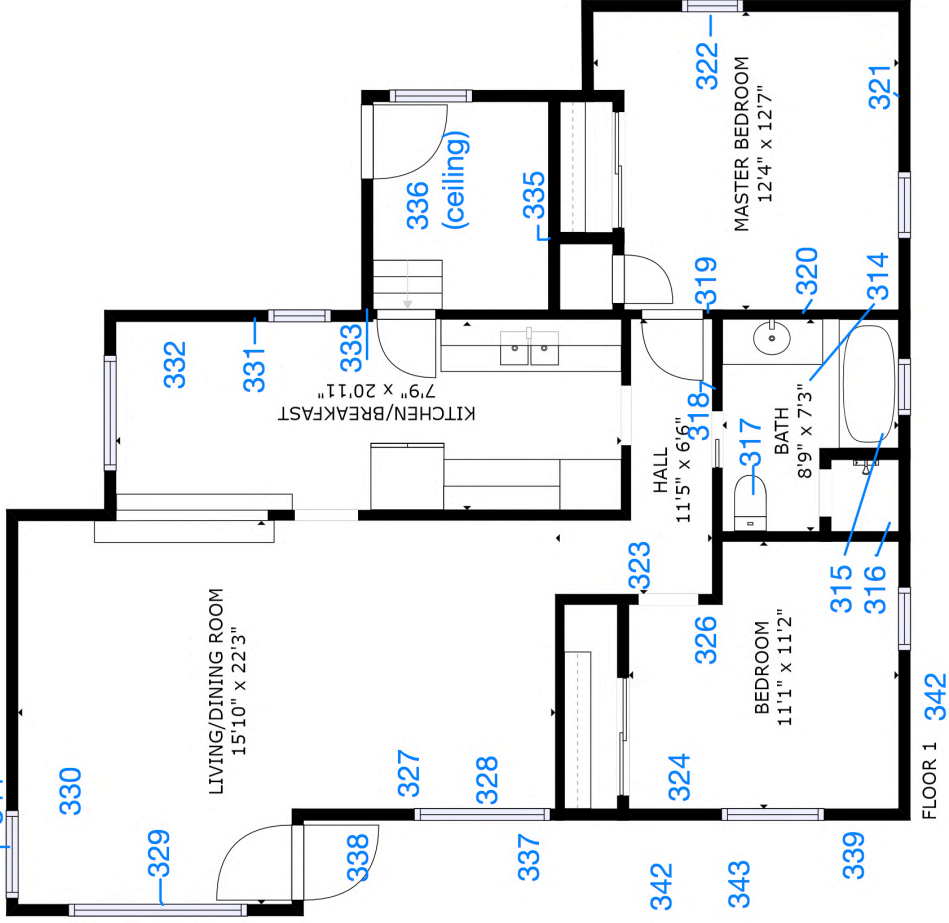
Received By: \_\_\_\_\_ Signature: [Signature] Date/Time: 06/25/18 9:45



22584 Wainland Dr.,  
 GROSS INTERNAL AREA  
 FLOOR 1: 991 sq ft  
 TOTAL: 991 sq ft  
 SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

<b>KEY:</b>
Red numbers indicate positive for asbestos
5-A Sheetrock with Joint compound
5-C Texture Coat
5-M Black roof mastics
5-H1 Sheet flooring backing
Green numbers indicate negative for asbestos
5-R Black Roofing material
5-W Stucco
5-E2 Floor tile and mastic
5-F2 Floor tile and mastic
5-E1 Floor tile and mastic
5-Z Backer board

340



KEY: Reading #	Component	Substrate
314	Floor	Tile
315	Wall	Tile
316	Wall	Ceramic
317	Wall	Sheetrock
318	Floor	Wood
319	Door	Wood
320	Wall	Sheetrock
321	Window Sill	Wood
322	Door Frame	Wood
323	Wall	Sheetrock
324	Door	Wood
325	Door	Wood
326	Wall	Sheetrock
327	Window Sill	Wood
328	Floor	Tile
329	Window Sill	Wood
330	Floor	Tile
331	Wall	Sheetrock
332	Ceiling	Tile
333	Floor	Sheetrock
334	Wall	Sheetrock
335	Ceiling	Sheetrock
336	Wall	Sheetrock
337	Window Sill	Wood
338	Window Sill	Wood
339	Gutter	Metal
340	Handrail	Wood
341	Wall	Stucco
342	Wall	Stucco
343	Walkway	Wood
344	Window Sill	Wood

22584 Maitland Dr.,

GROSS INTERNAL AREA

FLOOR 1: 991 sq ft

TOTAL: 991 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

**Appendix B-6**

**Parcel 25685 Maitland Drive Hayward California**





August 10, 2018

18-135-6

Mr. Kevin Briggs  
City of Hayward  
777 B Street  
Hayward, CA 94541  
Telephone: (510) 583-4760

**Asbestos and Lead Demolition Survey Report  
25685 Maitland Drive  
Hayward, CA**

Dear Mr. Briggs:

Pursuant to your request and authorization, EnviroNova, LLC (EnviroNova), is pleased to present this report to the City of Hayward for the residence located at 25685 Maitland Drive in Hayward, California (Site) for an asbestos and lead demolition survey on the building. All work was conducted by properly certified field and professional staff according to applicable federal, state and local regulations.

On June 21, 2018, EnviroNova collected suspect material samples from areas of the Site where construction activities will disturb flooring, wall, and ceiling materials. The asbestos and lead samples were submitted under chain of custody procedures to Environmental Microbiology Laboratories located in South San Francisco, California. The asbestos samples were analyzed via polarized light microscopy (PLM) in accordance with the method specified in appendix A subpart F 40 CFR part 763, section 1, and the lead samples were analyzed via atomic absorption in accordance with EPA Method 7000B. Maps detailing sample locations are attached and the internet based matter port virtual tour can be viewed at the following:

<https://my.matterport.com/show/?m=hG1f6aReud8>

### **ASBESTOS**

Suspect asbestos materials were organized into seventeen (17) homogeneous areas of materials, resulting in thirty-six (36) bulk samples analyzed. Based on the certified analytical report, seventeen (17) of the materials sampled tested positive for asbestos and all others were reported as "None Detected." Table I below summarizes the materials and locations. The certified reports of laboratory analysis and chain of custody documentation are attached.

**Table I – Asbestos Content in Sampled Materials**

<b>Material Description and Location</b>	<b>Asbestos %</b>	<b>TSI</b>	<b>Surfacing</b>	<b>Miscellaneous</b>	<b>RACM</b>	<b>*Cat. I Non-Friable</b>	<b>*Cat. II Non-Friable</b>
Beige joint compound with paint Interior walls throughout	2% CH		X		X		
Beige joint compound Interior walls throughout	2% CH		X		X		
Gray stucco Exterior walls	<1% CH		X		X		
Black mastic Bathroom floor	2% CH			X		X	
Black mastic Kitchen/Living Room floor	3% CH			X		X	
Beige floor and Black mastic Downstairs Living Room floor	2% CH 3% CH			X		X	
Beige wall texture with paint Throughout	2% CH		X		X		
White ceiling texture with paint Throughout	7% CH		X		X		
Beige ceiling texture with paint Throughout	3% CH		X		X		

CH=Chrysotile Asbestos. AA=Anthophyllite Asbestos \*Point Count Needed to remove RACM designation. ND="Not Detected"

*[Remainder of Page Intentionally Left Blank]*

Table II below summarizes the material and location of samples found NOT to contain asbestos. The certified report of laboratory analysis and chain of custody are attached.

**Table II – Materials Found NOT to Contain Asbestos**

Material Description	Material Location
Pink Ceramic Tile + Gray Gout	Bathroom Shower Wall
Black/White Ceramic Tile + Gray Grout	Bathroom Sink
White Ceramic Tile + Gray Grout	Bathroom Shower Wall
Yellow Ceramic Tile + Gray Grout	Entryway Floor
Black Sink Undercoating	Kitchen Sink
Black Shingles on Roof	Roof of Residence
Black Vapor Barrier	Exterior Walls of Residence
Red Brick + Gray Mortar + Gray Grout	Downstairs Living Room Fireplace

**LEAD**

Paint and ceramic tile from homogeneous areas were analyzed for lead content using a handheld XRF analyzer. Four (4) of the materials tested positive for lead and the remaining materials were negative as defined in Title 8 CCR 1532.1. Table III below summarizes the tested materials and locations. A map showing locations where samples were taken and XRF readings are attached hereto.

**Table III – Lead Content in Paint Materials**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25685 Maitland Dr	261	Breakfast	Wall	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	262	Living Room	Wall	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	263	Living Room	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	264	Living Room	Fireplace	Brick	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	265	Hall	Floor	Ceramic Tile	White	Intact	43	mg/cm <sup>2</sup>	Positive
25685 Maitland Dr	266	Room	Door Frame	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	267	Room	Wall	Sheetrock	Pink	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	268	Room	Wall	Sheetrock	Pink	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	269	Room	Window Sill	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative

**Table III – Lead Content in Paint Materials (Continued)**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25685 Maitland Dr	270	Room	Door	Wood	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	271	Bedroom	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	272	Bedroom	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	273	Bedroom	Window Sill	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	274	Bath	Floor	Tile	Black/White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	275	Bath	Wall	Tile	Pink	Intact	7.2	mg/cm <sup>2</sup>	Positive
25685 Maitland Dr	276	Bath	Toilet	Ceramic	Pink	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	277	Bath	Sink	Ceramic	Pink	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	278	Hall	Door Frame	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	279	Hall	Door	Wood	Varnish	Intact	-0.2	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	280	Master Bedroom	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	281	Master Bedroom	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	282	Bath	Sink	Ceramic	White	Intact	0.3	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	283	Bath	Toilet	Ceramic	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	284	Bath	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	285	Bath	Floor	Resilient Flooring	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	286	Bath	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	287	Bath	Door	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	288	Living Room	Floor	Resilient Flooring	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	289	Staircase	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	290	Bedroom	Door	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	291	Bedroom	Window Sill	Wood	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	292	Bedroom	Wall	Wood	Green	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	293	Bath	Wall	Tile	White	Intact	7.5	mg/cm <sup>2</sup>	Positive
25685 Maitland Dr	294	Bath	Toilet	Ceramic	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	295	Bath	Sink	Ceramic	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	296	Bath	Wall	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative

**Table III – Lead Content in Paint Materials (Continued)**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25685 Maitland Dr	297	Bath	Baseboard	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	298	Bedroom	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	299	Family Room	Floor	Resilient Flooring	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	300	Family Room	Floor	Resilient Flooring	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	301	Family Room	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	302	Family Room	Fireplace	Brick	Black	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	303	Family Room	Sink	Ceramic	White	Intact	20.9	mg/cm <sup>2</sup>	Positive
25685 Maitland Dr	304	Bedroom	Wall	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	305	Bedroom	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	306	Bedroom	Ceiling	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	307	Garage	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	308	Exterior	Floor	Concrete	Red	Intact	0.3	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	309	Exterior	Wall	Wood	Pink	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	310	Exterior	Fascia	Wood	Pink	Intact	0.2	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	311	Exterior	Gutter	Metal	White	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	312	Exterior	Wall	Stucco	Pink	Intact	0	mg/cm <sup>2</sup>	Negative
25685 Maitland Dr	313	Exterior	Wall	Wood	Pink	Intact	0	mg/cm <sup>2</sup>	Negative

**Recommendations**

Based upon the results of analyses for asbestos and lead, which indicated that both asbestos and lead were present, EnviroNova recommends a properly certified abatement contractor be utilized to remove/abate asbestos and lead containing materials prior to disturbance related to any demolition activities. Additionally, the removal or abatement activities should be monitored for compliance, and clearance testing of contained areas is recommended before considering the abatement complete.

If other suspect asbestos/lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos/lead. Therefore, all new materials must be sampled prior to their disturbance.

## **Lead Work Guidelines and Regulations**

Loose and flaking paints should be scraped down to intact paint (and the resulting paint chips captured for disposal), prior to demolition by a registered lead abatement contractor. Only components with intact, well-adhered paint will then remain during demolition. Ceramic tile with high lead content should also be removed prior to demolition. The owner or removal/demolition contractor should conduct appropriate segregation of waste created during the removal or dismantling/demolition process and dispose of the different waste streams in accordance regulatory requirements based on appropriate testing results.

The current Cal-OSHA Lead in Construction Safety Standard (8 CCR 1532.1) regulation applies to all construction work where an employee may be occupationally exposed to lead. Therefore, work performed on surfaces (including manual demolition, scraping, welding, etc.) containing any amount of lead must comply with the standard, including an exposure assessment (personal air monitoring) to determine if the airborne lead exposure levels are within acceptable limits. Therefore, any work performed on a surface containing any amount of lead must comply with this regulation. Any paint not represented by a result that is below the analytical limit of detection should be considered to contain lead and be treated as such until proven otherwise.

Lead waste is considered a hazardous waste if the result of the Toxicity Characterization Leaching Procedure (TCLP) test exceeds 5 mg/liter (5 ppm), under the Resource Conservation and Recovery Act (RCRA), 40 CFR 261, Appendix II. In California, a waste is also considered hazardous if the result of soluble lead content by a Waste Extraction Test (WET) is greater than 5 mg/l, or if the total lead content exceeds 1,000 mg/kg in accordance with Title 22 of the CCR. When TTLC results are below 50 mg/kg, STLC/TCLP limits cannot be exceeded, so the waste is classified as non-hazardous. For detailed regulatory requirements in specific situations, FACS may be consulted, and the applicable regulations should be examined.

As required by the California Department of Public Health, Title 17, Article 16 Regulations, dated January 8, 1999, EnviroNova will forward Form 8552 to CDPH notifying them of the absence of lead-based paint in the areas tested at the subject property.

## **Limitations**

This survey was conducted as a demolition survey. Therefore, EnviroNova followed EPA guidelines and completed sampling of all suspect asbestos and lead materials that were readily accessible in the buildings. Adhering to EPA and OSHA regulations for presumed asbestos and lead containing materials, very limited quantities of suspect materials that were non-accessible, such as HVAC duct systems, inside walls and/or interstitial spaces are assumed to contain asbestos and/or lead. If other suspect asbestos and/or lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos and or lead. Appropriate sampling and analysis of the non-accessible areas, performed according to EPA guidelines, may prove otherwise and negate this assumption. Conclusions and recommendations made regarding hazardous materials are based upon information obtained from samples and tests taken at specific locations and professional

judgment. Recommendations in this report are made based on conditions that we reasonably infer to exist between sampling points.

This investigation is limited to the conditions and practices observed and information made available to EnviroNova. The methods, conclusions and recommendations provided are based on EnviroNova's professional judgment, expertise and the standard of practice for professional service. In providing our survey services, EnviroNova performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

The survey was planned and implemented on the basis of a mutually agreed upon scope of work, best practices and EnviroNova's previous experience in performing building surveys for asbestos and lead containing materials. EnviroNova uses only qualified professionals and laboratories to perform building surveys and sample analyses. *PLM is generally not capable of detecting extremely fine fibers (<0.3µm in diameter). Further analysis by transmission electron microscopy is able to detect smaller fibers. However, this is a concern only with certain materials such as floor tiles. Composite 400 point count analysis was not part of the survey and would be need to be performed to remove RACM designation.*

This document was prepared by EnviroNova at the direction of the City of Hayward for the sole use only by the City of Hayward and their sub-contractors for this project, whom are the only intended beneficiaries of this work. No other party should rely on the information contained herein without the prior written consent of EnviroNova. This report and the interpretations, conclusions, and recommendations contained within are based in part on information presented in other documents or by other parties that are cited in the text. Therefore, this report is subject to the limitations and qualifications presented in the referenced information.

EnviroNova appreciates the opportunity to present this report. Please contact Basil Falcone at (415) 599-6657 if you have any questions. We look forward to working with you again.

Respectfully submitted,



A handwritten signature in black ink, appearing to read "John B. Adams".

John B. Adams, CAC (#12-4899)  
Project Environmental Scientist

A handwritten signature in black ink, appearing to read "Basil Falcone".

Basil Falcone, REA, CAC (#04-3597)  
President

Attachments Certified Laboratory Analytical Report  
Chain of Custody Documentation  
Sample Location Maps



Report for:

**Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon**  
**Enviro Nova**  
235 Montgomery Street  
Suite 1105  
San Francisco, CA 94104

---

Regarding: Project: 18-135-6 HWY 238 Bypass; City of Hayward, 25685 Maitland Blvd. Hayward, California  
EML ID: 1949831

Approved by:

Approved Signatory  
Danny Li

Dates of Analysis:  
Asbestos PLM: 06-29-2018

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

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All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.



Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-6 HWY 238 Bypass; City of Hayward, 25685 Maitland Blvd. Hayward, California

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Total Samples Submitted:** 36

**Total Samples Analyzed:** 36

**Total Samples with Layer Asbestos Content > 1%:** 17

**Location: 6-A-01, Sheetrock - White Sheetrock and Beige Joint Compound in Breakfast Area Walls**

Lab ID-Version‡: 9180390-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 6-A-02, Sheetrock - White Sheetrock and Beige Joint Compound in Hall Walls**

Lab ID-Version‡: 9180391-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Beige Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 6-A-03, Sheetrock - White Sheetrock and Beige Joint Compound in Living Room Walls**

Lab ID-Version‡: 9180392-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Beige Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

The test report shall not be reproduced or copied in full, without written approval of the laboratory. The report may not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-6 HWY 238 Bypass; City of Hayward, 25685 Maitland Blvd. Hayward, California

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 6-A-04, Sheetrock - White Sheetrock and Beige Joint Compound in Family Room Walls**

Lab ID-Version‡: 9180393-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-6 HWY 238 Bypass; City of Hayward, 25685 Maitland Blvd. Hayward, California

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 6-A-05, Sheetrock - White Sheetrock and Beige Joint Compound on Walls in Bathroom**

Lab ID-Version‡: 9180394-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Beige Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 6-C-06, Texture Coat - Beige Texture Coat on Walls in Living**

Lab ID-Version‡: 9180395-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Beige Texture with Paint	2% Chrysotile
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 6-C-07, Texture Coat - Beige Texture Coat on Walls in Breakfast**

Lab ID-Version‡: 9180396-1

Sample Layers	Asbestos Content
Beige Texture with Paint	2% Chrysotile
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 6-C-08, Texture Coat - Beige Texture Coat on Walls in Room**

Lab ID-Version‡: 9180397-1

Sample Layers	Asbestos Content
Beige Texture with Paint	2% Chrysotile
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-6 HWY 238 Bypass; City of Hayward, 25685 Maitland Blvd. Hayward, California

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 6-C-09, Texture Coat - Beige Texture Coat on Walls in M. Bath**

Lab ID-Version‡: 9180398-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 6-C-10, Texture Coat - Beige Texture Coat on Walls in Downstairs Hall**

Lab ID-Version‡: 9180399-1

Sample Layers	Asbestos Content
Beige Texture with Paint	2% Chrysotile
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 6-H1-11, Sheet Flooring - Resilient Sheet Flooring - Beige with Backing and Mastic Dining/Living**

Lab ID-Version‡: 9180400-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
Gray Leveling Compound	ND
Light Gray Fibrous Material	ND
Brown Wood	ND
<b>Composite Non-Asbestos Content:</b>	50% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 6-H1-12, Sheet Flooring - Resilient Sheet Flooring - Beige with Backing and Mastic in Bath**

Lab ID-Version‡: 9180401-1

Sample Layers	Asbestos Content
Off-White Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
Beige Sheet Flooring with Fibrous Backing	ND
Black/Yellow Mastic	2% Chrysotile
<b>Composite Non-Asbestos Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-6 HWY 238 Bypass; City of Hayward, 25685 Maitland Blvd. Hayward, California

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 6-H2-13, Sheet Flooring - Resilient Sheet Flooring - Beige with Backing and Mastic in Kitchen**

Lab ID-Version‡: 9180402-1

Sample Layers	Asbestos Content
Off-White Sheet Flooring with Fibrous Backing	ND
Cream Mastic	ND
<b>Composite Non-Asbestos Content:</b>	50% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 6-V-14, Acoustical Ceiling Tile - Spray Applied Ceiling Material, White in Breakfast Area**

Lab ID-Version‡: 9180403-1

Sample Layers	Asbestos Content
White Ceiling Texture with Paint	7% Chrysotile
Beige Ceiling Texture	3% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 6-V-15, Acoustical Ceiling Tile - Spray Applied Ceiling Material, White in Hall**

Lab ID-Version‡: 9180404-1

Sample Layers	Asbestos Content
White Ceiling Texture with Paint	7% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 6-V-16, Acoustical Ceiling Tile - Spray Applied Ceiling Material, White in Downstairs Bedroom**

Lab ID-Version‡: 9180405-1

Sample Layers	Asbestos Content
White Ceiling Texture with Paint	7% Chrysotile
Beige Ceiling Texture	3% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

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 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-6 HWY 238 Bypass; City of Hayward, 25685 Maitland Blvd. Hayward, California

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 6-H3-17, Sheet Flooring - Bottom Layer Beige Sheet Flooring with Mastic and Backing in Kitchen/Living Room**

Lab ID-Version‡: 9180406-1

Sample Layers	Asbestos Content
Light Gray Fibrous Material	ND
Yellow Mastic	ND
Gray Leveling Compound	ND
Beige Sheet Flooring with Fibrous Backing	ND
Black Mastic	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 6-H3-18, Sheet Flooring - Bottom Layer Beige Sheet Flooring with Mastic and Backing in Kitchen/Living Room**

Lab ID-Version‡: 9180407-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Black Mastic	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 6-H4-19, Sheet Flooring - Beige Sheet Flooring with Mastic and Backing in Master Bedroom**

Lab ID-Version‡: 9180408-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
<b>Composite Non-Asbestos Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

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C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-6 HWY 238 Bypass; City of Hayward, 25685 Maitland Blvd. Hayward, California

Date of Sampling: 06-21-2018  
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Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 6-G1-20, Ceramic Tile - Pink Ceramic Tile and Grout in Bathroom Shower**

Lab ID-Version‡: 9180409-1

Sample Layers	Asbestos Content
Pink Ceramic Tile	ND
Off-White Grout	ND
Gray Mortar	ND
<b>Sample Composite Homogeneity:</b> Poor	

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**ASBESTOS PLM REPORT**

**Location: 6-G2-21, Ceramic Tile - Black/White Ceramic Tile and Grout on Bathroom Sink**

Lab ID-Version‡: 9180410-1

Sample Layers	Asbestos Content
Black/White Ceramic Tile	ND
Dark Gray Grout	ND
Gray Mortar	ND
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 6-G3-22, Ceramic Tile - White Ceramic Tile and Grout in Shower in Bathroom**

Lab ID-Version‡: 9180411-1

Sample Layers	Asbestos Content
Off-White Ceramic Tile	ND
Off-White Grout	ND
Gray Mortar	ND
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 6-G4-23, Ceramic Tile - Yellow Ceramic Tile and Grout at Entryway Floor**

Lab ID-Version‡: 9180412-1

Sample Layers	Asbestos Content
Yellow Ceramic Tile	ND
Gray Grout	ND
Gray Mortar	ND
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 6-S-24, Sink Undercoating - Black Sink Undercoating in the Kitchen**

Lab ID-Version‡: 9180413-1

Sample Layers	Asbestos Content
Black Sink Undercoating	ND
<b>Sample Composite Homogeneity:</b>	Good

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**ASBESTOS PLM REPORT**

**Location: 6-R-25, Roof - Black Roofing Shingles on Roof**

Lab ID-Version‡: 9180414-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Gray Pebbles	ND
<b>Composite Non-Asbestos Content:</b>	25% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 6-R-26, Roof - Black Roofing Shingles on Roof**

Lab ID-Version‡: 9180415-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Gray Pebbles	ND
<b>Composite Non-Asbestos Content:</b>	25% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 6-R-27, Roof - Black Roofing Shingles on Roof**

Lab ID-Version‡: 9180416-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Gray Pebbles	ND
<b>Composite Non-Asbestos Content:</b>	25% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 6-W-28, Stucco - Gray Stucco on Exterior Walls with Paint**

Lab ID-Version‡: 9180417-1

Sample Layers	Asbestos Content
Tan Stucco	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

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**ASBESTOS PLM REPORT**

**Location: 6-W-29, Stucco - Gray Stucco on Exterior Walls with Paint**

Lab ID-Version‡: 9180418-1

Sample Layers	Asbestos Content
Tan Stucco (Trace)	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 6-W-30, Stucco - Gray Stucco on Exterior Walls with Paint**

Lab ID-Version‡: 9180419-1

Sample Layers	Asbestos Content
Tan Stucco (Trace)	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 6-W-31, Stucco - Gray Stucco on Exterior Walls with Paint**

Lab ID-Version‡: 9180420-1

Sample Layers	Asbestos Content
Tan Stucco	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 6-W-32, Stucco - Gray Stucco on Exterior Walls with Paint**

Lab ID-Version‡: 9180421-1

Sample Layers	Asbestos Content
Tan Stucco	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

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Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 6-Y1-33, Vapor Barrier - Black Vapor Barrier in Exterior Walls**

Lab ID-Version‡: 9180422-1

Sample Layers	Asbestos Content
Black Vapor Barrier	ND
<b>Composite Non-Asbestos Content:</b>	75% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 6-Z1-34, Brick - Red Brick and Gray Mortar and Grout in Downstairs Living Room**

Lab ID-Version‡: 9180423-1

Sample Layers	Asbestos Content
Red Brick	ND
Gray Grout	ND
Gray Mortar	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 6-E1-35, Tan 12'x12' Floor Tile with Mastic in Downstairs Living Room**

Lab ID-Version‡: 9180424-1

Sample Layers	Asbestos Content
Beige Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 6-E1-36, Tan 12'x12' Floor Tile with Mastic in Downstairs Living Room**

Lab ID-Version‡: 9180425-1

Sample Layers	Asbestos Content
Beige Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

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# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Step Analysis at First Positive
- Analyze All Samples
- Print Count Analysis (400-point)



001949831

Project Name/Address: City of Hayward, 25685 Maitland Blvd. Hayward California		
Project #: 18-135-6 HWY 238 Bypass	Sampled By: Basil Falcone	Sampling Date 6/21/18
Sample(s) Sent To: EMLabs	Turn Around Time: 5 day	
EMAIL TO: <input checked="" type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com	<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description: Sheetrock	Quantity:
Sample ID	Sample Location & Material Location	
6-A-01	White Sheetrock and Beige Joint Compound in Breakfast Area Walls	
6-A-02	White Sheetrock and Beige Joint Compound in Hall Walls	
6-A-03	White Sheetrock and Beige Joint Compound in Living Room Walls	
HM#	Material Description: Sheetrock	Quantity:
Sample ID	Sample Location & Material Location	
6-A-04	White Sheetrock and Beige Joint Compound in Family Room Walls	
6-A-05	White Sheetrock and Beige Joint Compound on Walls in Bathroom	
HM#	Material Description: Texture Coat	Quantity:
Sample ID	Sample Location & Material Location	
6-C-06	Beige Texture Coat on Walls in Living	
6-C-07	Beige Texture Coat on Walls in Breakfast	
6-C-08	Beige Texture Coat on Walls in Room	
HM#	Material Description: Texture Coat	Quantity:
Sample ID	Sample Location & Material Location	
6-C-09	Beige Texture Coat on Walls in M. Bath	
6-C-10	Beige Texture Coat on Walls in Downstairs Hall	
HM#	Material Description: Sheet Flooring	Quantity:
Sample ID	Sample Location & Material Location	
6-H1-11	Resilient Sheet Flooring – Beige with backing and mastic Dining/Living	
6-H1-12	Resilient Sheet Flooring – beige with backing and mastic in Bath	
6-H2-13	Resilient Sheet Flooring – beige with backing and mastic in Kitchen	

Relinquished By: <u>Basil Falcone</u>	Signature: <u>[Signature]</u>	Date/Time: <u>6-22-18</u>
Received By: _____	Signature: <u>[Signature]</u>	Date/Time: <u>06/25/18 9:45</u>

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## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949831

Project Name/Address: City of Hayward, 25685 Maitland Blvd. Hayward California

Project #: 18-135-6

Sampled By: Basil Falcone

Sampling Date 6/21/18

HWY 238 Bypass

Sample(s) Sent To: EMLabs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone

[bfalcone@environova.com](mailto:bfalcone@environova.com)

John Adams

[jadams@environova.com](mailto:jadams@environova.com)

Catherine Naughton

[cnaughton@environova.com](mailto:cnaughton@environova.com)

HM#	Material Description:	Acoustical Ceiling Tile
Sample ID	Sample Location & Material Location	Quantity:
6-V-14	Spray applied ceiling material, white in breakfast area	
6-V-15	Spray applied ceiling material, white in Hall	
6-V-16	Spray applied ceiling material, white in downstairs bedroom	
HM#	Material Description:	Sheet Flooring
Sample ID	Sample Location & Material Location	Quantity:
6-H3-17	Bottom Layer Beige Sheet Flooring with Mastic and Backing in Kitchen/Living Room	
6-H3-18	Bottom Layer Beige Sheet Flooring with Mastic and Backing in Kitchen/Living Room	
HM#	Material Description:	Sheet Flooring
Sample ID	Sample Location & Material Location	Quantity:
6-H4-19	Beige Sheet Flooring with Mastic and Backing in Master Bathroom	
HM#	Material Description:	Ceramic Tile
Sample ID	Sample Location & Material Location	Quantity:
6-G1-20	Pink Ceramic Tile and Grout in Bathroom Shower	
HM#	Material Description:	Ceramic Tile
Sample ID	Sample Location & Material Location	Quantity:
6-G2-21	Black/White Ceramic Tile and Grout on Bathroom Sink	

Relinquished By:

*Basil Falcone*

Signature:

*Basil Falcone*

Date/Time:

6/22/18

Received By:

Signature:

*PF*

Date/Time:

06/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

135 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
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## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949831

Project Name/Address: City of Hayward, 25685 Maitland Blvd. Hayward California

Project #: 18-135-6  
 HWY 238 Bypass

Sampled By: Basil Falcone

Sampling Date 6/21/18

Sample(s) Sent To: BMLabs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	
	<b>Ceramic Tile</b>	
6-G3-22	White Ceramic Tile and Grout in Shower in Bathroom	
	<b>Ceramic Tile</b>	
6-G4-23	Yellow Ceramic Tile and Grout at Entryway Floor	
	<b>Sink Undercoating</b>	
6-S-24	Black Sink Undercoating in the Kitchen	
	<b>Roof</b>	
6-R-25	Black Roofing Shingles on Roof	
6-R-26	Black Roofing Shingles on Roof	
6-R-27	Black Roofing Shingles on Roof	
	<b>Stucco</b>	
6-W-28	Gray Stucco on Exterior Walls with Paint	
6-W-29	Gray Stucco on Exterior Walls with Paint	
6-W-30	Gray Stucco on Exterior Walls with Paint	

Relinquished By: Basil Falcone

Signature: [Signature]

Date/Time: 6-22-18

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

Signature: [Signature]

Date/Time: 06/25/18 9:25

# ENVIRONOVA

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- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949831

Project Name/Address: City of Hayward, 25685 Maitland Blvd. Hayward, California

Project #: 18-135-6  
 HWY 238 Bypass

Sampled By: Basil Falcone

Sampling Date 6/21/18

Sample(s) Sent To: EMLabs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	Stucco
Sample ID	Sample Location & Material Location	Quantity:
6-W-31	Gray Stucco on Exterior Walls with Paint	
6-W-32	Gray Stucco on Exterior Walls with Paint	
HM#	Material Description:	Vapor Barrier
Sample ID	Sample Location & Material Location	Quantity:
6-Y1-33	Black Vapor Barrier in Exterior Walls	
HM#	Material Description:	Brick
Sample ID	Sample Location & Material Location	Quantity:
6-Z1-34	Red Brick and Gray Mortar and Grout in Downstairs Living Room	
HM#	Material Description:	
Sample ID	Sample Location & Material Location	Quantity:
6-E1-35	Tan 12x12' Floor Tile with Mastic in Downstairs Living Room	
6-E1-36	Tan 12x12' Floor Tile with Mastic in Downstairs Living Room	
HM#	Material Description:	
Sample ID	Sample Location & Material Location	Quantity:

Relinquished By:

*Basil Falcone*

Signature:

*Basil Falcone*

Date/Time:

6-22-18

Received By:

*[Signature]*

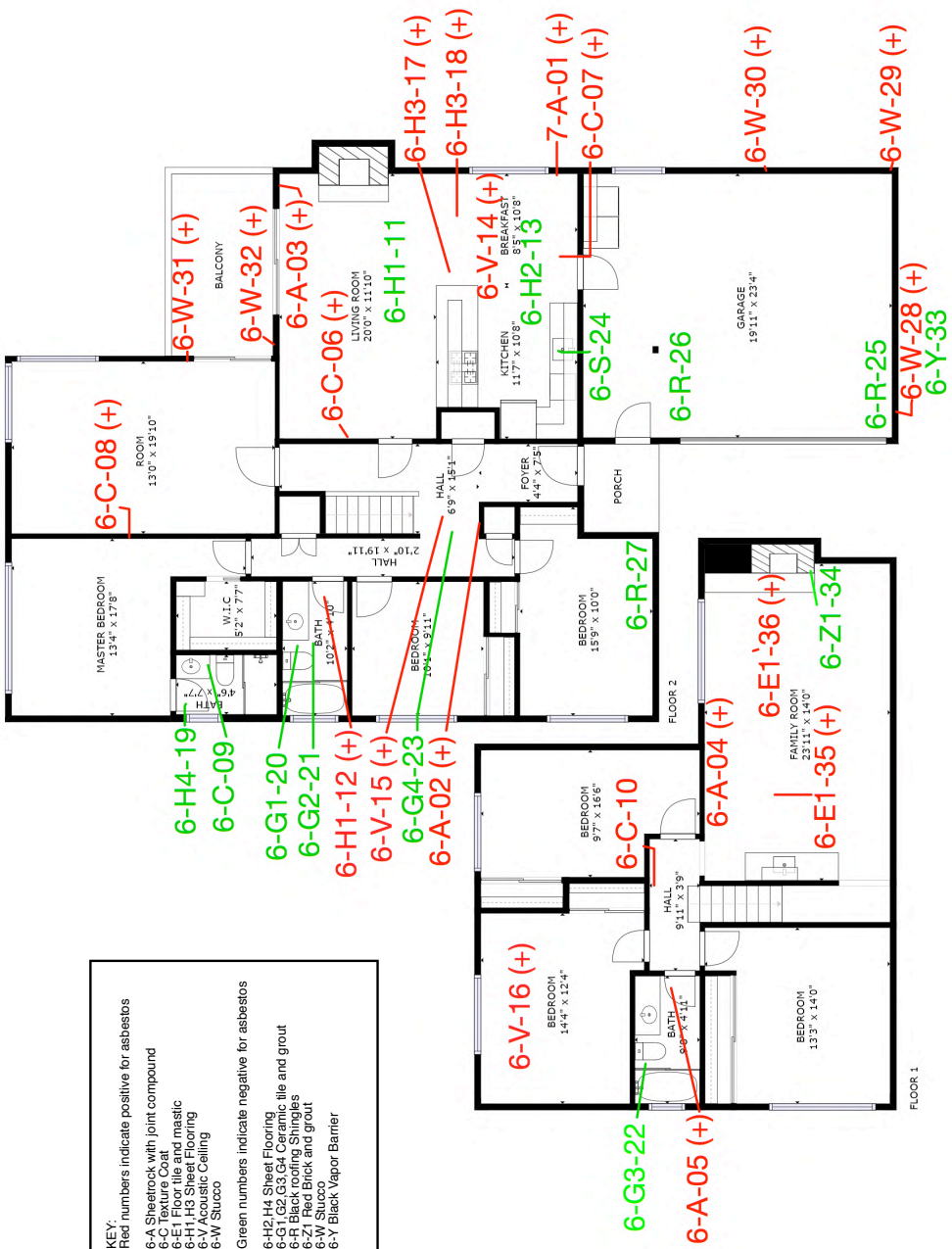
Signature:

*[Signature]*

Date/Time:

06/25/18 09:45

- KEY:**
- Red numbers indicate positive for asbestos
  - 6-A Sheetrock with joint compound
  - 6-C Texture Coat
  - 6-E1 Floor tile and mastic
  - 6-H1, H3 Sheet Flooring
  - 6-V/ Acoustic Ceiling
  - 6-W Stucco
  - Green numbers indicate negative for asbestos
  - 6-H2, H4 Sheet Flooring
  - 6-G1, G2, G3, G4 Ceramic tile and grout
  - 6-Z1 Black roofing Shingles
  - 6-Y Black and/or Grit
  - 6-W Stucco
  - 6-Y Black Vapor Barrier



**25685 Maitland Dr.**  
 GROSS INTERNAL AREA  
 FLOOR 1: 1033 sq ft; FLOOR 2: 1546 sq ft  
 EXCLUDED AREAS: GARAGE: 464 sq ft  
 TOTAL: 2580 sq ft  
 SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.



Reading #	Component	Substrate
261	Wall	Sheetrock
262	Wall	Sheetrock
263	Door	Wood
264	Fireplace	Brick
265	Floor	Ceramic Tile
266	Wall	Sheetrock
267	Wall	Ceramic
268	Wall	Sheetrock
269	Window Sill	Wood
270	Door	Wood
271	Door	Wood
272	Window Sill	Wood
273	Window Sill	Wood
274	Floor	Tile
275	Wall	Ceramic
276	Toilet	Ceramic
277	Sink	Wood
278	Window Sill	Wood
279	Door	Frame Wood
280	Window Sill	Wood
281	Wall	Sheetrock
282	Sink	Ceramic
283	Wall	Sheetrock
284	Wilet	Sheetrock
285	Floor	Fst
286	Door	Frame Wood
287	Door	Wood
288	Floor	Sheetrock
289	Window Sill	Wood
290	Window Sill	Wood
291	Window Sill	Wood
292	Wall	Tile
293	Wall	Ceramic
294	Toilet	Ceramic
295	Sink	Wood
296	Window Sill	Wood
297	Window Sill	Wood
298	Window Sill	Wood
299	Window Sill	Wood
300	Floor	Rst
301	Window Sill	Wood
302	Fireplace	Brick
303	Sink	Ceramic
304	Window Sill	Wood
305	Window Sill	Wood
306	Ceiling	Sheetrock
307	Wall	Sheetrock
308	Floor	Concrete
309	Wall	Wood
310	Wilet	Wood
311	Chiller	Wood
312	Wall	Stucco
313	Wall	Wood



**25685 Maitland Dr.**

GROSS INTERNAL AREA  
 FLOOR 1: 1033 sq ft; FLOOR 2: 1546 sq ft  
 EXCLUDED AREAS: GARAGE: 464 sq ft  
 TOTAL: 2580 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

**Appendix B-7**

**Parcel 25697 Maitland Drive Hayward California**



August 10, 2018

18-135-7

Mr. Kevin Briggs  
City of Hayward  
777 B Street  
Hayward, CA 94541  
Telephone: (510) 583-4760

**Asbestos and Lead Demolition Survey Report  
25697 Maitland Drive  
Hayward, CA**

Dear Mr. Briggs:

Pursuant to your request and authorization, EnviroNova, LLC (EnviroNova), is pleased to present this report to the City of Hayward for the residence located at 25697 Maitland Drive in Hayward, California (Site) for an asbestos and lead demolition survey on the building. All work was conducted by properly certified field and professional staff according to applicable federal, state and local regulations.

On June 21, 2018, EnviroNova collected suspect material samples from areas of the Site where construction activities will disturb flooring, wall, and ceiling materials. The asbestos and lead samples were submitted under chain of custody procedures to Environmental Microbiology Laboratories located in South San Francisco, California. The asbestos samples were analyzed via polarized light microscopy (PLM) in accordance with the method specified in appendix A subpart F 40 CFR part 763, section 1, and the lead samples were analyzed via atomic absorption in accordance with EPA Method 7000B. Maps detailing sample locations are attached and the internet based matter port virtual tour can be viewed at the following:

<https://my.matterport.com/show/?m=JrPV01tzNkG>

## **ASBESTOS**

Suspect asbestos materials were organized into sixteen (16) homogeneous areas of materials, resulting in forty-five (45) bulk samples analyzed. Based on the certified analytical report, twenty-nine (29) of the materials sampled tested positive for asbestos and all others were reported as "None Detected." Table I below summarizes the materials and locations. The certified reports of laboratory analysis and chain of custody documentation are attached.

**Table I – Asbestos Content in Sampled Materials**

<b>Material Description and Location</b>	<b>Asbestos %</b>	<b>TSI</b>	<b>Surfacing</b>	<b>Miscellaneous</b>	<b>RACM</b>	<b>*Cat. I Non-Friable</b>	<b>*Cat. II Non-Friable</b>
Off-white joint compound with paint Throughout	2% CH		X		X		
Beige joint compound with paint Throughout	2% CH		X		X		
White wall texture with paint Throughout	3% CH		X		X		
White ceiling texture with paint Throughout	5% CH		X		X		
Beige floor tile Black mastic Hallway/front bedroom/foyer	2% CH 5% CH			X		X	
Gray stucco Exterior walls	<1%		X		X		
Light gray floor tile Black Mastic Kitchen floor	2% CH 5% CH			X		X	
Black Sink undercoating Kitchen	3% CH		X		X		
Brown floor tile Black Mastic Downstairs – Bedrooms	2% CH 3% CH			X		X	
Beige sheet flooring Black/Yellow Mastic Upstairs bedroom /bath	2% CH			X		X	
White ceramic tile with Beige compound Upstairs shower	2% CH		X		X		

CH=Chrysotile Asbestos. AA=Anthophyllite Asbestos \*Point Count Needed to remove RACM designation. ND= “Not Detected”

Table II below summarizes the material and location of samples found NOT to contain asbestos. The certified report of laboratory analysis and chain of custody are attached.

**Table II – Materials Found NOT to Contain Asbestos**

Material Description	Material Location
Black Vapor Barrier Paper	Exterior Walls of Residence
Brown Basecove + Brown Mastic	Garage Floor
Beige Sheet Flooring + Yellow Mastic	Downstairs Bathroom Floor
Red Brick + Gray Mortar	Downstairs Fireplace
White Ceramic Tile + Gray Grout	Downstairs Shower Floor
Black Roofing Materials	Roof of Residence
Tan Basecove + Yellow Mastic	Kitchen Floor

**LEAD**

Paint and ceramic tile from homogeneous areas were analyzed for lead content using a handheld XRF analyzer. One of the materials tested positive for lead and the remaining materials were negative as defined in Title 8 CCR 1532.1. Table III below summarizes the tested materials and locations. A map showing locations where samples were taken and XRF readings are attached hereto.

**Table III – Lead Content in Paint Materials**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25697 Maitland Dr	345	Exterior	Wall	Stucco	Tan	Intact	0	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	346	Exterior	Gutter	Metal	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	347	Exterior	Walkway	Wood	Brown	Intact	0.5	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	348	Exterior	Wall	Stucco	Tan	Intact	-0.2	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	349	Foyer	Door	Wood	Blue	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	350	Foyer	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	351	Bedroom	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	352	Bedroom	Door	Wood	Varnish	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	353	Bedroom	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	354	Bedroom	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative

**Table III – Lead Content in Paint Materials (Continued)**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25697 Maitland Dr	355	Family Room	Door Frame	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	356	Family Room	Floor	Tile	Grey	Intact	0.2	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	357	Family Room	Wall	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	358	Family Room	Fireplace	Brick	Red	Intact	0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	359	Dining	Window Sill	Wood	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	360	Garage	Post	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	361	Hall	Door Frame	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	362	Hall	Door	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	363	Hall	Wall	Sheetrock	White	Intact	-0.3	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	364	Bath	Sink	Ceramic	White	Intact	0	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	365	Bath	Toilet	Ceramic	White	Intact	0	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	366	Bath	Wall	Tile	White	Intact	7.4	mg/cm <sup>2</sup>	Positive
25697 Maitland Dr	367	Master Bedroom	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	368	Master Bedroom	Window Sill	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	369	Master Bedroom	Door	Wood	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	370	Living Room	Wall	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	371	Living Room	Window Sill	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	372	Staircase	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	373	Recreation Room	Floor	Tile	White	Intact	0.3	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	374	Hall	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	375	Recreation Room	Fireplace	Brick	Red	Intact	0.3	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	376	Bath	Sink	Ceramic	White	Intact	0	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	377	Bath	Floor	Tile	White	Intact	0	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	378	Bath	Toilet	Ceramic	White	Intact	0	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	379	Bath	Wall	Tile	White	Intact	13.3	mg/cm <sup>2</sup>	Positive
25697 Maitland Dr	380	Bedroom	Floor	Tile	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	381	Bedroom	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25697 Maitland Dr	382	Bedroom	Window Sill	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative

## **Recommendations**

Based upon the results of analyses for asbestos and lead, which indicated that both asbestos and lead were present, EnviroNova recommends a properly certified abatement contractor be utilized to remove/abate asbestos and lead containing materials prior to disturbance related to any demolition activities. Additionally, the removal or abatement activities should be monitored for compliance, and clearance testing of contained areas is recommended before considering the abatement complete.

If other suspect asbestos/lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos/lead. Therefore, all new materials must be sampled prior to their disturbance.

## **Lead Work Guidelines and Regulations**

Loose and flaking paints should be scraped down to intact paint (and the resulting paint chips captured for disposal), prior to demolition by a registered lead abatement contractor. Only components with intact, well-adhered paint will then remain during demolition. Ceramic tile with high lead content should also be removed prior to demolition. The owner or removal/demolition contractor should conduct appropriate segregation of waste created during the removal or dismantling/demolition process and dispose of the different waste streams in accordance regulatory requirements based on appropriate testing results.

The current Cal-OSHA Lead in Construction Safety Standard (8 CCR 1532.1) regulation applies to all construction work where an employee may be occupationally exposed to lead. Therefore, work performed on surfaces (including manual demolition, scraping, welding, etc.) containing any amount of lead must comply with the standard, including an exposure assessment (personal air monitoring) to determine if the airborne lead exposure levels are within acceptable limits. Therefore, any work performed on a surface containing any amount of lead must comply with this regulation. Any paint not represented by a result that is below the analytical limit of detection should be considered to contain lead and be treated as such until proven otherwise.

Lead waste is considered a hazardous waste if the result of the Toxicity Characterization Leaching Procedure (TCLP) test exceeds 5 mg/liter (5 ppm), under the Resource Conservation and Recovery Act (RCRA), 40 CFR 261, Appendix II. In California, a waste is also considered hazardous if the result of soluble lead content by a Waste Extraction Test (WET) is greater than 5 mg/l, or if the total lead content exceeds 1,000 mg/kg in accordance with Title 22 of the CCR. When TTLC results are below 50 mg/kg, STLCLP/TCLP limits cannot be exceeded, so the waste is classified as non-hazardous. For detailed regulatory requirements in specific situations, FACS may be consulted, and the applicable regulations should be examined.

As required by the California Department of Public Health, Title 17, Article 16 Regulations, dated January 8, 1999, EnviroNova will forward Form 8552 to CDPH notifying them of the absence of lead-based paint in the areas tested at the subject property.

## **Limitations**

This survey was conducted as a demolition survey. Therefore, EnviroNova followed EPA guidelines and completed sampling of all suspect asbestos and lead materials that were readily accessible in the buildings. Adhering to EPA and OSHA regulations for presumed asbestos and lead containing materials, very limited quantities of suspect materials that were non-accessible, such as HVAC duct systems, inside walls and/or interstitial spaces are assumed to contain asbestos and/or lead. If other suspect asbestos and/or lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos and/or lead. Appropriate sampling and analysis of the non-accessible areas, performed according to EPA guidelines, may prove otherwise and negate this assumption. Conclusions and recommendations made regarding hazardous materials are based upon information obtained from samples and tests taken at specific locations and professional judgment. Recommendations in this report are made based on conditions that we reasonably infer to exist between sampling points.

This investigation is limited to the conditions and practices observed and information made available to EnviroNova. The methods, conclusions and recommendations provided are based on EnviroNova's professional judgment, expertise and the standard of practice for professional service. In providing our survey services, EnviroNova performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

The survey was planned and implemented on the basis of a mutually agreed upon scope of work, best practices and EnviroNova's previous experience in performing building surveys for asbestos and lead containing materials. EnviroNova uses only qualified professionals and laboratories to perform building surveys and sample analyses. *PLM is generally not capable of detecting extremely fine fibers (<0.3 $\mu$ m in diameter). Further analysis by transmission electron microscopy is able to detect smaller fibers. However, this is a concern only with certain materials such as floor tiles. Composite 400 point count analysis was not part of the survey and would be need to be performed to remove RACM designation.*

*[Remainder of Page Intentionally Left Blank]*



This document was prepared by EnviroNova at the direction of the City of Hayward for the sole use only by the City of Hayward and their sub-contractors for this project, whom are the only intended beneficiaries of this work. No other party should rely on the information contained herein without the prior written consent of EnviroNova. This report and the interpretations, conclusions, and recommendations contained within are based in part on information presented in other documents or by other parties that are cited in the text. Therefore, this report is subject to the limitations and qualifications presented in the referenced information.

EnviroNova appreciates the opportunity to present this report. Please contact Basil Falcone at (415) 599-6657 if you have any questions. We look forward to working with you again.

Respectfully submitted,



A handwritten signature in black ink, appearing to read "John B. Adams".

John B. Adams, CAC (#12-4899)  
Project Environmental Scientist

A handwritten signature in black ink, appearing to read "Basil Falcone".

Basil Falcone, REA, CAC (#04-3597)  
President

Attachments Certified Laboratory Analytical Report  
Chain of Custody Documentation  
Sample Location Maps



Report for:

**Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon**  
**Enviro Nova**  
235 Montgomery Street  
Suite 1105  
San Francisco, CA 94104

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Regarding: Project: 18-135-7; HWY 238 by Pass; City of Hayward, 25697 Maitland Dr., Hayward, CA.  
EML ID: 1949854

Approved by:

Approved Signatory  
Danny Li

Dates of Analysis:  
Asbestos PLM: 06-27-2018 and 06-29-2018

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

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All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-7; HWY 238 by Pass; City of Hayward, 25697 Maitland Dr., Hayward, CA.

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Total Samples Submitted:** 45  
**Total Samples Analyzed:** 45  
**Total Samples with Layer Asbestos Content > 1%:** 29

**Location: 7-C-01, Texture coat-white texture coat on walls in living room**

Lab ID-Version‡: 9181350-1

Sample Layers	Asbestos Content
White Texture with Paint	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-C-02, Texture coat-white texture coat on walls in Rec room**

Lab ID-Version‡: 9181351-1

Sample Layers	Asbestos Content
White Texture with Paint	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-C-03, Texture coat-white texture coat on walls in lower bedroom**

Lab ID-Version‡: 9181352-1

Sample Layers	Asbestos Content
White Texture with Paint	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-C-04, Texture coat-white texture coat on walls in master bedroom**

Lab ID-Version‡: 9181353-1

Sample Layers	Asbestos Content
White Texture with Paint	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-7; HWY 238 by Pass; City of Hayward, 25697 Maitland Dr., Hayward, CA.

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 7-C-05, Texture coat-white texture coat on walls in foyer**

Lab ID-Version‡: 9181354-1

Sample Layers	Asbestos Content
White Texture with Paint	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-7; HWY 238 by Pass; City of Hayward, 25697 Maitland Dr., Hayward, CA.

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 7-A-06, Sheetrock-white sheetrock and beige joint compound in front bathroom**

Lab ID-Version‡: 9181355-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Beige Joint Compound	2% Chrysotile
White Drywall	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 7-A-07, Sheetrock-white sheetrock and beige joint compound in family room**

Lab ID-Version‡: 9181356-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Drywall not detected.

**Location: 7-A-08, Sheetrock-white sheetrock and beige joint compound in living room**

Lab ID-Version‡: 9181357-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
Beige Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-7; HWY 238 by Pass; City of Hayward, 25697 Maitland Dr., Hayward, CA.

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 7-A-09, Sheetrock-white sheetrock and beige joint compound in master bedroom**

Lab ID-Version‡: 9181358-1

Sample Layers	Asbestos Content
Beige Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-7; HWY 238 by Pass; City of Hayward, 25697 Maitland Dr., Hayward, CA.

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 7-A-10, Sheetrock-white sheetrock and beige joint compound in downstairs bathroom**

Lab ID-Version‡: 9181359-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Beige Joint Compound with Paint	2% Chrysotile
White Drywall	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 7-V-11, Popcorn ceiling-white acoustical ceiling tile in dining room**

Lab ID-Version‡: 9181360-1

Sample Layers	Asbestos Content
White Ceiling Texture with Paint	5% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 7-V-12, Popcorn ceiling-white acoustical ceiling tile in bedroom**

Lab ID-Version‡: 9181361-1

Sample Layers	Asbestos Content
White Ceiling Texture with Paint	5% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 7-V-13, Popcorn ceiling-white acoustical ceiling tile in Rec room**

Lab ID-Version‡: 9181362-1

Sample Layers	Asbestos Content
White Ceiling Texture with Paint	5% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-7; HWY 238 by Pass; City of Hayward, 25697 Maitland Dr., Hayward, CA.

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 7-V-14, Popcorn ceiling-white acoustical ceiling tile in lower bedroom** Lab ID-Version‡: 9181363-1

Sample Layers	Asbestos Content
White Ceiling Texture with Paint	5% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-V-15, Popcorn ceiling-white acoustical ceiling tile in lower bedroom** Lab ID-Version‡: 9181364-1

Sample Layers	Asbestos Content
White Ceiling Texture with Paint	5% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-V-16, Popcorn ceiling-white acoustical ceiling tile in living room** Lab ID-Version‡: 9181365-1

Sample Layers	Asbestos Content
White Ceiling Texture with Paint	5% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-E1-17, Floor tile-beige 12x12' floor tile and black mastic in hallway** Lab ID-Version‡: 9181366-1

Sample Layers	Asbestos Content
Beige Floor Tile	2% Chrysotile
Black Mastic	5% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-7; HWY 238 by Pass; City of Hayward, 25697 Maitland Dr., Hayward, CA.

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 7-E1-18, Floor tile-beige 12x12' floor tile and black mastic in front bedroom** Lab ID-Version‡: 9181367-1

Sample Layers	Asbestos Content
Beige Floor Tile	2% Chrysotile
Black Mastic	5% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-E1-19, Floor tile-beige 12x12' floor tile and black mastic in foyer** Lab ID-Version‡: 9181368-1

Sample Layers	Asbestos Content
Beige Floor Tile	2% Chrysotile
Black Mastic	5% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-W1-20, Stucco-gray stucco on exterior walls** Lab ID-Version‡: 9181369-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-W1-21, Stucco-gray stucco on exterior walls** Lab ID-Version‡: 9181370-1

Sample Layers	Asbestos Content
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

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 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-7; HWY 238 by Pass; City of Hayward, 25697 Maitland Dr., Hayward, CA.

Date of Sampling: 06-21-2018  
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 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 7-W1-22, Stucco-gray stucco on exterior walls**

Lab ID-Version‡: 9181371-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-W1-23, Stucco-gray stucco on exterior walls**

Lab ID-Version‡: 9181372-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-W1-24, Stucco-gray stucco on exterior walls**

Lab ID-Version‡: 9181373-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-V1-25, Vapor barrier-black vapor barrier paper in exterior walls**

Lab ID-Version‡: 9181374-1

Sample Layers	Asbestos Content
Brown Vapor Barrier	ND
<b>Composite Non-Asbestos Content:</b>	75% Cellulose
<b>Sample Composite Homogeneity:</b> Moderate	

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**ASBESTOS PLM REPORT**

**Location: 7-D-26, Floor tile-blue/gray 9x9' floor tile with black mastic in kitchen area** Lab ID-Version‡: 9181375-1

Sample Layers	Asbestos Content
Light Gray Floor Tile	2% Chrysotile
Black Mastic	5% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-D-27, Floor tile-blue/gray 9x9' floor tile with black mastic in kitchen area** Lab ID-Version‡: 9181376-1

Sample Layers	Asbestos Content
Light Gray Floor Tile	2% Chrysotile
Black Mastic	5% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-S-28, Sink undercoating-black sink undercoating in kitchen** Lab ID-Version‡: 9181377-1

Sample Layers	Asbestos Content
Black Sink Undercoating	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Good	

**Location: 7-F-29, Basecove-brown basecove and brown mastic in the garage floor** Lab ID-Version‡: 9181378-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
Brown Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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**ASBESTOS PLM REPORT**

**Location: 7-H1-30, Sheet flooring-beige sheet flooring with backing and yellow mastic in downstairs bathroom**

Lab ID-Version‡: 9181379-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
<b>Composite Non-Asbestos Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 7-H1-31, Sheet flooring-beige sheet flooring with backing and yellow mastic in downstairs bathroom**

Lab ID-Version‡: 9181380-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
<b>Composite Non-Asbestos Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 7-E2-32, Floor tile-brown speckled 12x12 floor tile with black mastic in downstairs bedroom**

Lab ID-Version‡: 9181381-1

Sample Layers	Asbestos Content
Brown Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 7-E2-33, Floor tile-brown speckled 12x12 floor tile with black mastic in Recroom**

Lab ID-Version‡: 9181382-1

Sample Layers	Asbestos Content
Brown Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

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**ASBESTOS PLM REPORT**

**Location: 7-E2-34, Floor tile-brown speckled 12x12 floor tile with black mastic in downstairs bedroom**

Lab ID-Version‡: 9181383-1

Sample Layers	Asbestos Content
Brown Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 7-E2-39, Floor tile-brown speckled 12x12 floor tile with black mastic in**

Lab ID-Version‡: 9181384-1

Sample Layers	Asbestos Content
Brown Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 7-H2-40, Sheet flooring-beige sheet flooring with black mastic in upstairs bathroom in bedroom**

Lab ID-Version‡: 9181385-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Black/Yellow Mastic	2% Chrysotile
<b>Composite Non-Asbestos Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 7-H2-41, Sheet flooring-beige sheet flooring with black mastic in upstairs bathroom in bedroom**

Lab ID-Version‡: 9181386-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Black/Yellow Mastic	2% Chrysotile
<b>Composite Non-Asbestos Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

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**ASBESTOS PLM REPORT**

**Location: 7-X-35, Brick-red brick and gray mortar in downstairs fireplace**

Lab ID-Version‡: 9181387-1

Sample Layers	Asbestos Content
Red Brick	ND
Gray Mortar	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-X-36, Brick-red brick and gray mortar in upstairs fireplace**

Lab ID-Version‡: 9181388-1

Sample Layers	Asbestos Content
Red Brick	ND
Gray Mortar	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 7-G1-37, Ceramic tile-white ceramic tile and grout in shower upstairs floor**

Lab ID-Version‡: 9181389-1

Sample Layers	Asbestos Content
White Ceramic Tile	ND
White Grout	ND
Gray Mortar	ND
Beige Compound	2% Chrysotile
<b>Sample Composite Homogeneity:</b> Poor	

**Location: 7-G2-38, Ceramic tile-white ceramic tile and grout in shower downstairs floor**

Lab ID-Version‡: 9181390-1

Sample Layers	Asbestos Content
White Ceramic Tile	ND
White Grout	ND
Gray Mortar	ND
<b>Sample Composite Homogeneity:</b> Poor	

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**ASBESTOS PLM REPORT**

**Location: 7-R-42, Roof-black roofing material on roof**

Lab ID-Version‡: 9181391-1

Sample Layers	Asbestos Content
Black Roofing Tar	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	30% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 7-R-43, Roof-black roofing material on roof**

Lab ID-Version‡: 9181392-1

Sample Layers	Asbestos Content
Black Roofing Tar	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	30% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 7-R-44, Roof-black roofing material on roof**

Lab ID-Version‡: 9181393-1

Sample Layers	Asbestos Content
Black Roofing Tar	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	30% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 7-F2-45, Basecove-tan basecove and ywllow mastic in kitchen area**

Lab ID-Version‡: 9181394-1

Sample Layers	Asbestos Content
Tan Baseboard	ND
Tan Mastic	ND
<b>Sample Composite Homogeneity:</b>	Moderate

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# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at 1st Positive  
 Analyze All Samples  
 Point Count Analysis (400-ppt/ft)



001949854

Project Name/Address: City of Hayward, 25697 Maitland Blvd. Hayward, California

Project #: 18-135-7

Sampled By: Basil Falcone

Sampling Date 6/21/18

HWY 238 Bypass

Sample(s) Sent To: EM Labs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description: texture coat	Quantity:
Sample ID	Sample Location & Material Location	
7-C-01	White Texture Coat on Walls in Living Room	
7-C-02	White Texture Coat on Walls in Rec Room	
7-C-03	White Texture Coat on Walls in Lower Bedroom	
HM#	Material Description: Texture Coat	Quantity:
Sample ID	Sample Location & Material Location	
7-C-04	White Texture Coat on Walls in Master Bedroom	
7-C-05	White Texture Coat on Walls in Foyer	
HM#	Material Description: Sheetrock	Quantity:
Sample ID	Sample Location & Material Location	
7-A-06	White Sheetrock and Beige Joint Compound in Front Bathroom	
7-A-07	White Sheetrock and Beige Joint Compound in Family Room	
7-A-08	White Sheetrock and Beige Joint Compound in Living Room	
HM#	Material Description: Sheetrock	Quantity:
Sample ID	Sample Location & Material Location	
7-A-09	White Sheetrock and Beige Joint Compound in Master Bedroom	
7-A-10	White Sheetrock and Beige Joint Compound in Downstairs Bathroom	
HM#	Material Description: Popcorn Ceiling	Quantity:
Sample ID	Sample Location & Material Location	
7-V-11	White Acoustical Ceiling Tile in Dining Room	
7-V-12	White Acoustical Ceiling Tile in Bedroom	
7-V-13	White Acoustical Ceiling Tile in Rec Room	

Relinquished By:

*Basil Falcone*

Signature:

*Basil Falcone*

Date/Time:

6-22-18

Received By:

Signature:

*JS*

Date/Time:

06/25/18 09:45



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 Point Count Analysis (400-point)



001949854

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 HWY 238 Bypass

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Sampling Date 6/21/18

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Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	Quantity:
	<b>popcorn ceiling</b>	
Sample ID	Sample Location & Material Location	Quantity:
7-V-14	White Acoustical Ceiling Tile in Lower Bedroom	
7-V-15	White Acoustical Ceiling Tile in Lower Bedroom	
7-V-16	White Acoustical Ceiling Tile in Living Room	
	<b>Floor Tile</b>	
Sample ID	Sample Location & Material Location	Quantity:
7-E1-17	Beige 12x12' Floor Tile and Black Mastic in Hallway	
7-E1-18	Beige 12x12' Floor Tile and Black Mastic in Front Bedroom	
7-E1-19	Beige 12x12' Floor Tile and Black Mastic in Foyer	
	<b>Stucco</b>	
Sample ID	Sample Location & Material Location	Quantity:
7-W1-20	Gray Stucco on Exterior Walls	
7-W1-21	Gray Stucco on Exterior Walls	
7-W1-22	Gray Stucco on Exterior Walls	
	<b>stucco</b>	
Sample ID	Sample Location & Material Location	Quantity:
7-W1-23	Gray Stucco on Exterior Walls	
7-W1-24	Gray Stucco on Exterior Walls	
	<b>Vapor Barrier</b>	
Sample ID	Sample Location & Material Location	Quantity:
7-Y1-25	Black Vapor Barrier Paper in Exterior Walls	

Relinquished By:

*Basil Falcone*

Signature:

*Basil Falcone*

Date/Time:

6-22-18

Received By:

Signature:

*PS*

Date/Time:

06/25/18 9:45

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001949854

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Project #: 18-135-7

Sampled By: Basil Falcone

Sampling Date 6/21/18

HWY 238 Bypass

Sample(s) Sent To: EM Labs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone

bhfalcone@environova.com

John Adams

jadams@environova.com

Catherine Naughton

cnaughton@environova.com

HM#	Material Description:	Quantity:
	<b>floor tile</b>	
Sample ID	Sample Location & Material Location	Quantity:
7-D-26	Blue/Gray 9x9' Floor Tile with Black Mastic in Kitchen Area	
7-D-27	Blue/Gray 9x9' Floor Tile with Black Mastic in Kitchen Area	
	<b>sink undercoating</b>	
Sample ID	Sample Location & Material Location	Quantity:
7-S-28	Black Sink Undercoating in Kitchen	
	<b>Basecove</b>	
Sample ID	Sample Location & Material Location	Quantity:
7-E-29	Brown Basecove and Brown Mastic in the Garage Floor	
	<b>Sheet Flooring</b>	
Sample ID	Sample Location & Material Location	Quantity:
7-H1-30	Beige Sheet Flooring with Backing and Yellow Mastic in Downstairs Bathroom	
7-H1-31	Beige Sheet Flooring with Backing and Yellow Mastic in Downstairs Bathroom	
	<b>Floor Tile</b>	
Sample ID	Sample Location & Material Location	Quantity:
7-E2-32	Brown Speckled 12x12 Floor Tile with Black Mastic in Downstairs Bedroom	
7-E2-33	Brown Speckled 12x12 Floor Tile with Black Mastic in Rec Room	
7-E2-34	Brown Speckled 12x12 Floor Tile with Black Mastic in Downstairs Bedroom	

Relinquished By:

*Basil Falcone*

Signature:

*[Signature]*

Date/Time:

6/22-18

Received By:

Signature:

*[Signature]*

Date/Time:

06/25/18 9:45

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001949854

Project Name/Address: City of Hayward, 25697 Maitland Blvd. Hayward, California

Project #: 18-135-7  
 HWY 238 Bypass

Sampled By: Basil Falcone

Sampling Date 6/21/18

Sample(s) Sent To: EM Labs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	Floor Tile
Sample ID	Sample Location & Material Location	Quantity:
7-F2-39	Brown Speckled 12x12 Floor Tile with Black Mastic in Downstairs Bedroom	
HM#	Material Description:	Sheet Flooring
Sample ID	Sample Location & Material Location	Quantity:
7-H2-40	Beige Sheet Flooring with Black Mastic in Upstairs Bathroom in Bedroom	
7-H2-41	Beige Sheet Flooring with Black Mastic in Upstairs Bathroom in Bedroom	
HM#	Material Description:	Brick
Sample ID	Sample Location & Material Location	Quantity:
7-X-35	Red Brick and Gray Mortar in Downstairs Fireplace	
7-X-36	Red Brick and Gray Mortar in Upstairs Fireplace	
HM#	Material Description:	Ceramic Tile
Sample ID	Sample Location & Material Location	Quantity:
7-G1-37	White Ceramic Tile and Grout in Shower Upstairs Floor	
7-G2-38	White Ceramic Tile and Grout in Shower Downstairs Floor	
HM#	Material Description	Roof
Sample ID	Sample Location & Material Location	Quantity:
7-R-42	Black Roofing Material on Roof	
7-R-43	Black Roofing Material on Roof	
7-R-44	Black Roofing Material on Roof	

Relinquished By:

*Basil Falcone*

Signature:

*Basil Falcone*

Date/Time:

6-22-18

Received By:

Signature:

*HS*

Date/Time:

06/25/18 09:45

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- Point Count Analysis (400-point)



001949854

Project Name/Address: City of Hayward, 25697 Matland Blvd. Hayward, California

Project #: 18-135-7  
 HWY 238 Bypass

Sampled By: Basil Falcone

Sampling Date 6/21/18

Sample(s) Sent To: BM Labs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

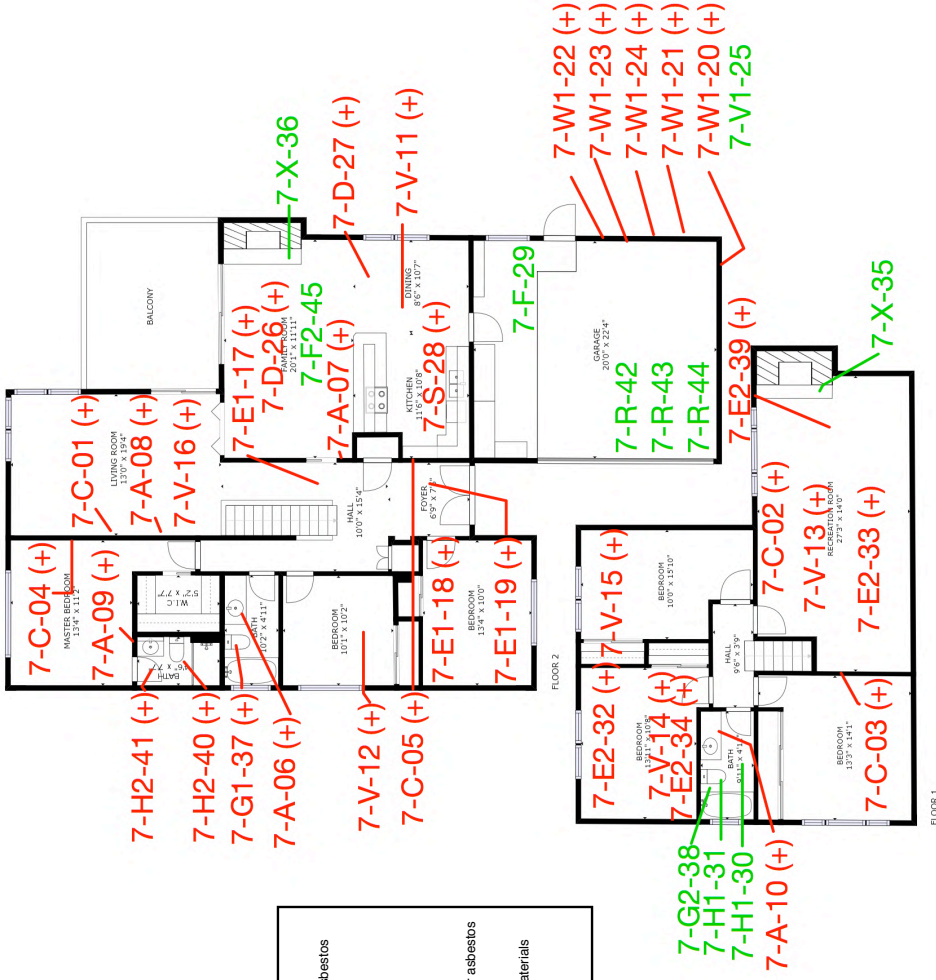
John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	
7-F2-45	Tan Basecove and Yellow Mastic in Kitchen Area	

Relinquished By: Basil Falcone Signature: [Signature] Date/Time: 6-22-18

Received By: \_\_\_\_\_ Signature: [Signature] Date/Time: 06/25/18 09:45



**KEY:**

Red numbers indicate positive for asbestos

- 7-A Sheet rock with Joint compound
- 7-E1 E2 Floor Tile and Mastic
- 7-D 9x9 Floor Tile and Mastic
- 7-V Acoustic Ceiling
- 7-S Sink Undercoat
- 7-Wi Stucco
- 7-HZ Sheet Flooring

Green numbers indicate negative for asbestos

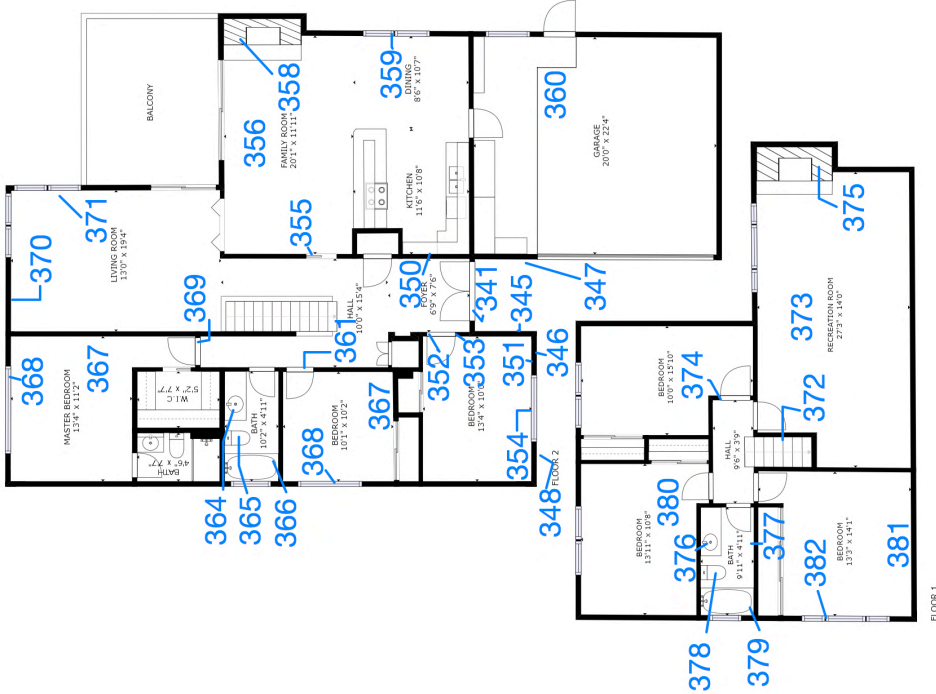
- 7-H1 Sheet Flooring
- 7-R Black Roofing material
- 7-F E2 Basecoat and Mastic
- 7-X Red Brick and grout

**25697 Maitland Dr.**

GROSS INTERNAL AREA  
 FLOOR 1: 1025 sq ft, FLOOR 2: 1540 sq ft  
 EXCLUDED AREAS: GARAGE: 447 sq ft  
 TOTAL: 2566 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

Reading #	Component	Substrate
345	Windo	Windo
346	Gutter	Windo
347	Walkway	Wood
348	Wall	Stucco
349	Door	Wood
350	Wall	Sheetrock
351	Windo	Sheetrock
352	Windo	Sheetrock
353	Door Frame	Wood
354	Window Sill	Wood
355	Door Frame	Wood
356	Windo	Sheetrock
357	Fireplace	Brick
358	Windo	Sheetrock
359	Post	Wood
361	Door Frame	Wood
362	Door	Wood
363	Windo	Sheetrock
364	Sink	Ceramic
365	Toilet	Ceramic
366	Wall	Tile
367	Windo	Sheetrock
368	Windo	Sheetrock
369	Windo	Sheetrock
370	Windo	Sheetrock
371	Windo	Sheetrock
372	Windo	Sheetrock
373	Floor	Tile
374	Door Frame	Wood
375	Windo	Sheetrock
376	Windo	Sheetrock
377	Floor	Ceramic
378	Toilet	Ceramic
379	Windo	Sheetrock
380	Windo	Sheetrock
381	Windo	Sheetrock
382	Windo	Sheetrock



FLOOR 1

**25697 Maitland Dr.**

GROSS INTERNAL AREA

FLOOR 1: 1025 sq ft; FLOOR 2: 1540 sq ft

EXCLUDED AREAS: GARAGE: 447 sq ft

TOTAL: 2566 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

**Appendix B-8**

**Parcel 25361 Bunker Hill Ct. Hayward California**



August 10, 2018

18-135-8

Mr. Kevin Briggs  
City of Hayward  
777 B Street  
Hayward, CA 94541  
Telephone: (510) 583-4760

**Asbestos and Lead Demolition Survey Report  
25361 Bunker Hill Court  
Hayward, CA**

Dear Mr. Briggs:

Pursuant to your request and authorization, EnviroNova, LLC (EnviroNova), is pleased to present this report to the City of Hayward for the residence located at 25361 Bunker Hill Court in Hayward, California (Site) for an asbestos and lead demolition survey on the building. All work was conducted by properly certified field and professional staff according to applicable federal, state and local regulations.

On June 21, 2018, EnviroNova collected suspect material samples from areas of the Site where construction activities will disturb flooring, wall, and ceiling materials. The asbestos and lead samples were submitted under chain of custody procedures to Environmental Microbiology Laboratories located in South San Francisco, California. The asbestos samples were analyzed via polarized light microscopy (PLM) in accordance with the method specified in appendix A subpart F 40 CFR part 763, section 1, and the lead samples were analyzed via atomic absorption in accordance with EPA Method 7000B. Maps detailing sample locations are attached and the internet based matter port virtual tour can be viewed at the following:

<https://my.matterport.com/show/?m=tw8FQqxDzPq>

### **ASBESTOS**

Suspect asbestos materials were organized into twelve (12) homogeneous areas of materials, resulting in twenty-five (25) bulk samples analyzed. Based on the certified analytical report, four (4) of the materials sampled tested positive for asbestos and all other were reported as "None Detected." Table I below summarizes the materials and locations. The certified reports of laboratory analysis and chain of custody documentation are attached.



**Table I – Asbestos Content in Sampled Materials**

Material Description and Location	Asbestos %	TSI	Surfacing	Miscellaneous	RACM	*Cat. I Non-Friable	*Cat. II Non-Friable
Black roof mastic Roof penetrations	15% CH			X		X	
Multi-layered sheet flooring + mastic Kitchen floor	20% CH			X		X	

*CH=Chrysotile Asbestos. AA=Anthophyllite Asbestos \*Point Count Needed to remove RACM designation. ND="Not Detected"*

Table II below summarizes the material and location of samples found NOT to contain asbestos. The certified report of laboratory analysis and chain of custody are attached.

**Table II – Materials Found NOT to Contain Asbestos**

Material Description	Material Location
White Plaster	Interior Walls of Residence
Black Roof Shingle	Roof of Residence
White Texture Coat	Interior Walls of Residence
White Sheetrock + Beige Joint Compound	Interior Walls of Residence
White Ceramic Tile + Gray Grout	Bathroom Shower Wall
Red Brick + Gray Grout	Fireplace Exterior
Beige Sheet Flooring + Mastic	Bathroom Floor
Brown Floor Tile + Brown Mastic	Bedroom Floor Under Carpet
Yellow Fire Brick + Gray Mortar	Fireplace Interior

## LEAD

Paint and ceramic tile from homogeneous areas were analyzed for lead content using a handheld XRF analyzer. Six of the materials tested positive for lead and the remaining materials were negative as defined in Title 8 CCR 1532.1. Table III below summarizes the tested materials and locations. A map showing locations where samples were taken and XRF readings are attached hereto.

**Table III – Lead Content in Paint Materials**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25361 Bunker Hill Ct	425	Exterior	Wall	Brick	Red	Intact	0.2	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	426	Exterior	Gutter	Metal	Blue	Intact	0.2	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	427	Exterior	Wall	Wood	Blue	Intact	2.1	mg/cm <sup>2</sup>	Positive
25361 Bunker Hill Ct	428	Exterior	Window Sill	Wood	Blue	Intact	4.7	mg/cm <sup>2</sup>	Positive
25361 Bunker Hill Ct	429	Exterior	Fascia	Wood	Blue	Intact	5.4	mg/cm <sup>2</sup>	Positive
25361 Bunker Hill Ct	430	Exterior	Wall	Wood	Blue	Intact	7.4	mg/cm <sup>2</sup>	Positive
25361 Bunker Hill Ct	431	Exterior	Door	Wood	Blue	Intact	4.6	mg/cm <sup>2</sup>	Positive
25361 Bunker Hill Ct	432	Living Room	Wall	Sheetrock	White	Intact	0.3	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	433	Living Room	Window Sill	Wood	White	Intact	0.5	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	434	Living Room	Wall	Sheetrock	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	435	Kitchen	Floor	Tile	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	436	Kitchen	Wall	Sheetrock	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	437	Kitchen	Window Sill	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	438	Room	Door Frame	Wood	White	Intact	0.5	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	439	Bath	Floor	Tile	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	440	Bath	Toilet	Ceramic	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	441	Bath	Wall	Tile	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	442	Room	Door	Wood	White	Intact	0.7	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	443	Bath	Door Frame	Wood	White	Intact	0.5	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	444	Room	Window Sill	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	445	Bedroom	Ceiling	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	446	Bedroom	Wall	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative

**Table III – Lead Content in Paint Materials (Continued)**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25361 Bunker Hill Ct	447	Bedroom	Wall	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	448	Exterior	Wall	Wood	Blue	Intact	0.1	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	449	Exterior	Gutter	Metal	Blue	Intact	0	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	450	Exterior	Wall	Wood	Blue	Intact	7.6	mg/cm <sup>2</sup>	Positive
25361 Bunker Hill Ct	451	Living Room	Fireplace	Brick	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25361 Bunker Hill Ct	452	Living Room	Cabinet	Wood	White	Intact	0.3	mg/cm <sup>2</sup>	Negative

### Recommendations

Based upon the results of analyses for asbestos and lead, which indicated that both asbestos and lead were present, EnviroNova recommends a properly certified abatement contractor be utilized to remove/abate asbestos and lead containing materials prior to disturbance related to any demolition activities. Additionally, the removal or abatement activities should be monitored for compliance, and clearance testing of contained areas is recommended before considering the abatement complete.

If other suspect asbestos/lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos/lead. Therefore, all new materials must be sampled prior to their disturbance.

### Lead Work Guidelines and Regulations

Loose and flaking paints should be scraped down to intact paint (and the resulting paint chips captured for disposal), prior to demolition by a registered lead abatement contractor. Only components with intact, well-adhered paint will then remain during demolition. Ceramic tile with high lead content should also be removed prior to demolition. The owner or removal/demolition contractor should conduct appropriate segregation of waste created during the removal or dismantling/demolition process and dispose of the different waste streams in accordance regulatory requirements based on appropriate testing results.

The current Cal/OSHA Lead in Construction Safety Standard (8 CCR 1532.1) regulation applies to all construction work where an employee may be occupationally exposed to lead. Therefore, work performed on surfaces (including manual demolition, scraping, welding, etc.) containing any amount of lead must comply with the standard, including an exposure assessment (personal air monitoring) to determine if the airborne lead exposure levels are within acceptable limits. Therefore, any work performed on a surface containing any amount of lead must comply with this regulation. Any paint not represented by a result that is below the analytical limit of detection should be considered to contain lead and be treated as such until proven otherwise.

Lead waste is considered a hazardous waste if the result of the Toxicity Characterization Leaching Procedure (TCLP) test exceeds 5 mg/liter (5 ppm), under the Resource Conservation and Recovery Act (RCRA), 40 CFR 261, Appendix II. In California, a waste is also considered hazardous if the result of soluble lead content by a Waste Extraction Test (WET) is greater than 5 mg/l, or if the total lead content exceeds 1,000 mg/kg in accordance with Title 22 of the CCR. When TTLC results are below 50 mg/kg, STLC/TCLP limits cannot be exceeded, so the waste is classified as non-hazardous. For detailed regulatory requirements in specific situations, FACS may be consulted, and the applicable regulations should be examined.

As required by the California Department of Public Health, Title 17, Article 16 Regulations, dated January 8, 1999, EnviroNova will forward Form 8552 to CDPH notifying them of the absence of lead-based paint in the areas tested at the subject property.

### **Limitations**

This survey was conducted as a demolition survey. Therefore, EnviroNova followed EPA guidelines and completed sampling of all suspect asbestos and lead materials that were readily accessible in the buildings. Adhering to EPA and OSHA regulations for presumed asbestos and lead containing materials, very limited quantities of suspect materials that were non-accessible, such as HVAC duct systems, inside walls and/or interstitial spaces are assumed to contain asbestos and/or lead. If other suspect asbestos and/or lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos and or lead. Appropriate sampling and analysis of the non-accessible areas, performed according to EPA guidelines, may prove otherwise and negate this assumption. Conclusions and recommendations made regarding hazardous materials are based upon information obtained from samples and tests taken at specific locations and professional judgment. Recommendations in this report are made based on conditions that we reasonably infer to exist between sampling points.

This investigation is limited to the conditions and practices observed and information made available to EnviroNova. The methods, conclusions and recommendations provided are based on EnviroNova's professional judgment, expertise and the standard of practice for professional service. In providing our survey services, EnviroNova performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

The survey was planned and implemented on the basis of a mutually agreed upon scope of work, best practices and EnviroNova's previous experience in performing building surveys for asbestos and lead containing materials. EnviroNova uses only qualified professionals and laboratories to perform building surveys and sample analyses. *PLM is generally not capable of detecting extremely fine fibers (<0.3µm in diameter). Further analysis by transmission electron microscopy is able to detect smaller fibers. However, this is a concern only with certain materials such as floor tiles. Composite 400 point count analysis was not part of the survey and would be need to be performed to remove RACM designation.*

This document was prepared by EnviroNova at the direction of the City of Hayward for the sole use only by the City of Hayward and their sub-contractors for this project, whom are the only intended beneficiaries of this work. No other party should rely on the information contained herein without the prior written consent of EnviroNova. This report and the interpretations, conclusions, and recommendations contained within are based in part on information presented in other documents or by other parties that are cited in the text. Therefore, this report is subject to the limitations and qualifications presented in the referenced information.

EnviroNova appreciates the opportunity to present this report. Please contact Basil Falcone at (415) 599-6657 if you have any questions. We look forward to working with you again.

Respectfully submitted,



A handwritten signature in black ink, appearing to read "John B. Adams".

John B. Adams, CAC (#12-4899)  
Project Environmental Scientist

A handwritten signature in black ink, appearing to read "Basil Falcone".

Basil Falcone, REA, CAC (#04-3597)  
President

Attachments Certified Laboratory Analytical Report  
Chain of Custody Documentation  
Sample Location Maps



Report for:

**Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon**  
**Enviro Nova**  
235 Montgomery Street  
Suite 1105  
San Francisco, CA 94104

---

Regarding: Project: 18-135-8 HWY 238 Bypass; City of Hayward, 25361 Bunker Hill Ct. Hayward, California  
EML ID: 1949825

Approved by:

Approved Signatory  
Danny Li

Dates of Analysis:  
Asbestos PLM: 06-26-2018 and 07-02-2018

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

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All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-8 HWY 238 Bypass; City of Hayward, 25361 Bunker Hill Ct. Hayward, California

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Total Samples Submitted:** 25  
**Total Samples Analyzed:** 25  
**Total Samples with Layer Asbestos Content > 1%:** 4

**Location: 8-B-01, Plaster - White Plaster on Wall in Interior Walls Throughout** Lab ID-Version‡: 9180680-1

Sample Layers	Asbestos Content
White Skim Coat with Paint	ND
Off-White Plaster	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 8-B-02, Plaster - White Plaster on Wall in Interior Walls Throughout** Lab ID-Version‡: 9180681-1

Sample Layers	Asbestos Content
White Skim Coat with Paint	ND
Off-White Plaster	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 8-B-03, Plaster - White Plaster on Wall in Interior Walls Throughout** Lab ID-Version‡: 9180682-1

Sample Layers	Asbestos Content
White Skim Coat with Paint	ND
Off-White Plaster	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 8-R-01, Roof - Black Roof Shingle on Roof** Lab ID-Version‡: 9180683-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Pebbles	ND
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-8 HWY 238 Bypass; City of Hayward, 25361 Bunker Hill Ct. Hayward, California

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 8-R-02, Roof - Black Roof Shingle on Roof**

Lab ID-Version‡: 9180684-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Pebbles	ND
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-8 HWY 238 Bypass; City of Hayward, 25361 Bunker Hill Ct. Hayward, California

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 8-M-01, Mastic - Black Roof Mastic at Penetrations with Silver Paint on Roof**

Lab ID-Version‡: 9180685-1

Sample Layers	Asbestos Content
Black Roofing Mastic	15% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 8-M-02, Mastic - Black Roof Mastic at Penetrations with Silver Paint on Roof**

Lab ID-Version‡: 9180686-1

Sample Layers	Asbestos Content
Black Roofing Mastic	15% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 8-C-01, Texture Coat - White Texture Coat on Interior Walls Throughout**

Lab ID-Version‡: 9180687-1

Sample Layers	Asbestos Content
White Texture with Paint and Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 8-C-02, Texture Coat - White Texture Coat on Interior Walls Throughout**

Lab ID-Version‡: 9180688-1

Sample Layers	Asbestos Content
White Texture with Paint and Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b> Moderate	

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-8 HWY 238 Bypass; City of Hayward, 25361 Bunker Hill Ct. Hayward, California

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 8-C-03, Texture Coat - White Texture Coat on Interior Walls Throughout** Lab ID-Version‡: 9180689-1

Sample Layers	Asbestos Content
White Texture with Paint and Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 8-A-01, Sheetrock - White Sheetrock and Beige Joint Compound on Walls in Basement** Lab ID-Version‡: 9180690-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Joint Compound not detected.

**Location: 8-A-02, Sheetrock - White Sheetrock and Beige Joint Compound on Walls in Basement** Lab ID-Version‡: 9180691-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Joint Compound not detected.

**Location: 8-A-03, Sheetrock - White Sheetrock and Beige Joint Compound on Walls in Basement** Lab ID-Version‡: 9180692-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Joint Compound not detected.

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-8 HWY 238 Bypass; City of Hayward, 25361 Bunker Hill Ct. Hayward, California

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 8-A2-01, Sheetrock - White Sheetrock and Beige Joint Compound on Interior Walls Upstairs**

Lab ID-Version‡: 9180693-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 8-A2-02, Sheetrock - White Sheetrock and Beige Joint Compound on Interior Walls Upstairs**

Lab ID-Version‡: 9180694-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 8-A2-03, Sheetrock - White Sheetrock and Beige Joint Compound on Bathroom Walls**

Lab ID-Version‡: 9180695-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Multicolored Paint	ND
White Skim Coat	ND
White Plaster	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Drywall not detected.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-8 HWY 238 Bypass; City of Hayward, 25361 Bunker Hill Ct. Hayward, California

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 8-G-01, Ceramic Tile - White Ceramic Tile and Grout in Bathroom Wall**

Lab ID-Version‡: 9180696-1

Sample Layers	Asbestos Content
White Ceramic Tile	ND
Yellow Mastic	ND
Beige Grout	ND
<b>Sample Composite Homogeneity:</b> Moderate	

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-8 HWY 238 Bypass; City of Hayward, 25361 Bunker Hill Ct. Hayward, California

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 8-X-01, Brick - Red Brick and Grout from Fireplace**

Lab ID-Version‡: 9180697-1

Sample Layers	Asbestos Content
Red Brick with Paint	ND
Gray Cementitious Material with Paint	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 8-H1-01, Sheet Flooring - Beige Sheet Flooring and Mastic in Bathroom on Floor**

Lab ID-Version‡: 9180698-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Brown Wood	ND
<b>Composite Non-Asbestos Content:</b>	55% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 8-H1-02, Sheet Flooring - Beige Sheet Flooring and Mastic in Bathroom on Floor**

Lab ID-Version‡: 9180699-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Brown Wood	ND
<b>Composite Non-Asbestos Content:</b>	55% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 8-H2-01, Sheet Flooring - Beige Sheet Flooring and Mastic in Kitchen on Floor**

Lab ID-Version‡: 9180700-1

Sample Layers	Asbestos Content
White Sheet Flooring with Fibrous Backing	ND
Gray Leveling Compound	ND
White Mastic	ND
Off-White Sheet Flooring with Fibrous Backing	20% Chrysotile
Brown Wood	ND
<b>Composite Non-Asbestos Content:</b>	30% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-8 HWY 238 Bypass; City of Hayward, 25361 Bunker Hill Ct. Hayward, California

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 8-H2-02, Sheet Flooring - Beige Sheet Flooring and Mastic in Kitchen on Floor**

Lab ID-Version‡: 9180701-1

Sample Layers	Asbestos Content
White Sheet Flooring with Fibrous Backing	ND
White Sheet Flooring with Fibrous Backing	ND
Off-White Sheet Flooring with Fibrous Backing	20% Chrysotile
Brown Wood	ND
<b>Composite Non-Asbestos Content:</b>	30% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 8-D-01, Floor Tile - Brown 9x9 Floor Tile with Black Mastic Under Carpet in Bedroom**

Lab ID-Version‡: 9180702-1

Sample Layers	Asbestos Content
Brown Linoleum with Fibrous Backing	ND
Brown Mastic	ND
<b>Composite Non-Asbestos Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 8-D-02, Floor Tile - Brown 9x9 Floor Tile with Black Mastic Under Carpet in Bedroom**

Lab ID-Version‡: 9180703-1

Sample Layers	Asbestos Content
Brown Linoleum with Fibrous Backing	ND
Brown Mastic	ND
<b>Composite Non-Asbestos Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 8-AA-01, Fireplace Firebrick - Yellow Interior Brick and Mortar in Fireplace**

Lab ID-Version‡: 9180704-1

Sample Layers	Asbestos Content
Gray Brick	ND
Yellow Brick	ND
<b>Sample Composite Homogeneity:</b>	Moderate

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
San Francisco, CA 94104  
Tel 415.883.7575  
Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949825

Project Name/Address: City of Hayward, 25361 Bunker Hill Ct. Hayward California

Project #: 18-135-8  
HWY 238 Bypass

Sampled By: Basil Falcone

Sampling Date 6/21/18

Sample(s) Sent To: EMLabs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
bfalcone@environova.com

John Adams  
jadams@environova.com

Catherine Naughton  
cnaughton@environova.com

HM#	Material Description:	Plaster
Sample ID	Sample Location & Material Location	Quantity:
8-B-01	White Plaster on Wall in Interior Walls Throughout	
8-B-02	White Plaster on Wall in Interior Walls Throughout	
8-B-03	White Plaster on Wall in Interior Walls Throughout	
HM#	Material Description:	Roof
Sample ID	Sample Location & Material Location	Quantity:
8-R-01	Black Roof Shingle on Roof	
8-R-02	Black Roof Shingle on Roof	
HM#	Material Description:	Mastic
Sample ID	Sample Location & Material Location	Quantity:
8-M-01	Black Roof Mastic at Penetrations with Silver Paint on Roof	
8-M-02	Black Roof Mastic at Penetrations with Silver Paint on Roof	
HM#	Material Description:	Texture Coat
Sample ID	Sample Location & Material Location	Quantity:
8-C-01	White Texture Coat on Interior Walls Throughout	
8-C-02	White Texture Coat on Interior Walls Throughout	
8-C-03	White Texture Coat on Interior Walls Throughout	
HM#	Material Description:	Sheetrock
Sample ID	Sample Location & Material Location	Quantity:
8-A-01	White Sheetrock and Beige Joint Compound on Walls in Basement	
8-A-02	White Sheetrock and Beige Joint Compound on Walls in Basement	
8-A-03	White Sheetrock and Beige Joint Compound on Walls in Basement	

Relinquished By: Basil Falcone

Signature:

Date/Time: 6-22-18

Received By:

Signature:

Date/Time: 6/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis if First Positive
- Analyze All Samples
- Point Count Analysis (400-point)



001949825

Project Name/Address: City of Hayward, 25361 Bunker Hill Ct. Hayward, California

Project #: 18-135-8

Sampled By: Basil Falcone

Sampling Date 6/21/18

HWY 238 Bypass

Sample(s) Sent To: BM Labs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	
8-A2-01	White Sheetrock and Beige Joint Compound on Interior Walls Upstairs	
8-A2-02	White Sheetrock and Beige Joint Compound on Interior Walls Upstairs	
8-A2-03	White Sheetrock and Beige Joint Compound on Bathroom Walls	
HM#	Material Description: <b>Ceramic Tile</b>	Quantity:
Sample ID	Sample Location & Material Location	
8-G-01	White Ceramic Tile and Grout in Bathroom Wall	
HM#	Material Description: <b>Brick</b>	Quantity:
Sample ID	Sample Location & Material Location	
8-X-01	Red Brick and Grout from Fireplace	
HM#	Material Description: <b>Sheet Flooring</b>	Quantity:
Sample ID	Sample Location & Material Location	
8-H1-01	Beige Sheet Flooring and Mastic in Bathroom on Floor	
8-H1-02	Beige Sheet Flooring and Mastic in Bathroom on Floor	
HM#	Material Description: <b>Sheet Flooring</b>	Quantity:
Sample ID	Sample Location & Material Location	
8-H2-01	Beige Sheet Flooring and Mastic in Kitchen on Floor	
8-H2-02	Beige Sheet Flooring and Mastic in Kitchen on Floor	

Relinquished By:

*Basil Falcone*

Signature:

*Basil Falcone*

Date/Time:

6-22-18

Received By:

Signature:

*[Signature]*

Date/Time:

6/25/18 9:45



# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PELM Analysis

- Stop Analysis at First Positive
- Analyze All Samples
- Point Count Analysis (400-point)



001949825

Project Name/Address: City of Hayward, 25361 Bunker Hill Ct. Hayward, California

Project #: 18-135-8

Sampled By: Basil Falcone

Sampling Date 6/21/18

HWY 238 Bypass

Sample(s) Sent To: EM Labs

Turn Around Time: 3 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

William Morales  
 wmorales@environova.com

HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	
8-D-01	Brown 9x9 Floor Tile with Black Mastic Under Carpet in Bedroom	
8-D-02	Brown 9x9 Floor Tile with Black Mastic Under Carpet in Bedroom	
8-AA-01	Yellow Interior Brick and mortar in Fireplace	

Relinquished By:

*Basil Falcone*

Signature:

*[Signature]*

Date/Time:

6-22-18

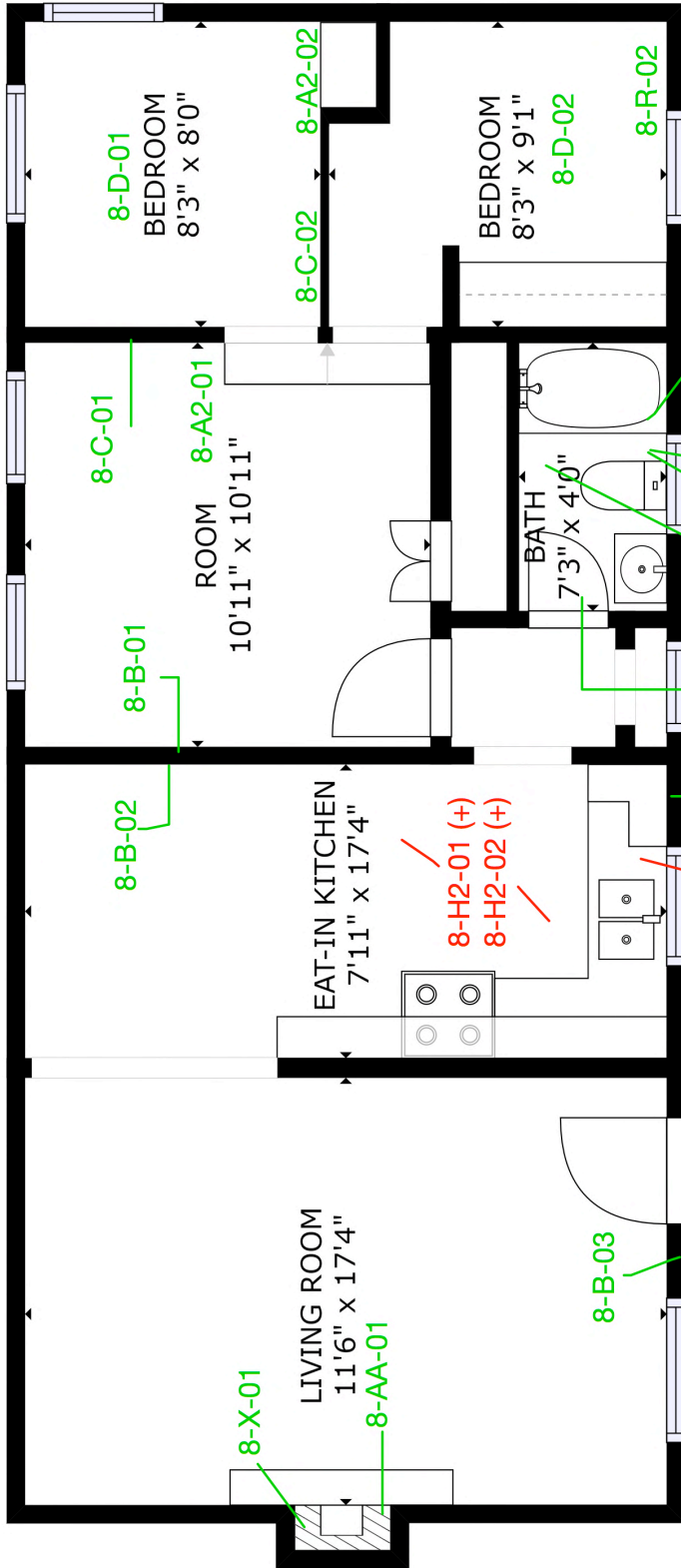
Received By:

Signature:

*[Signature]*

Date/Time:

6/25/18 9:45



**FLOOR 1**

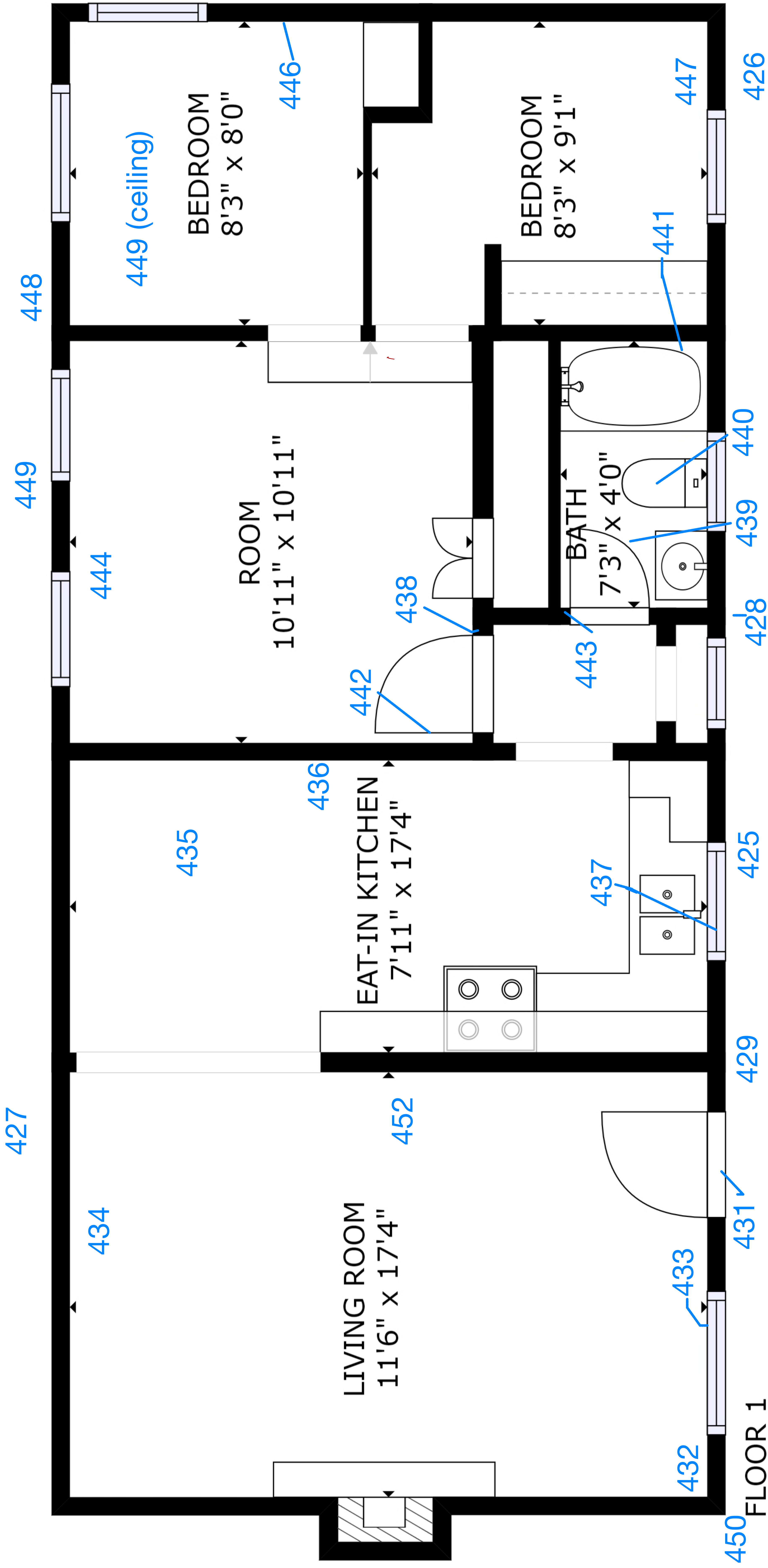
**KEY:**  
 Red numbers indicate positive for asbestos  
 8-H2 Sheet Flooring  
 8-M Black Roof mastic with silver paint  
 Green numbers indicate negative for asbestos  
 8-B Ceiling  
 8-B Plaster  
 8-A Sheetrock and Joint compound  
 8-H1 Sheet Flooring  
 8-C Texture Coat  
 A-D Floor Tile  
 8-AA Interior brick and mortar fire place  
 8-X Red Brick and grout

8-A1-01  
 8-A1-02  
 8-A1-03

8-B-01  
 8-B-02  
 8-B-03  
 8-C-01  
 8-C-02  
 8-C-03  
 8-D-01  
 8-D-02  
 8-G-01  
 8-H1-01  
 8-H1-02  
 8-M-01 (+)  
 8-M-02 (+)  
 8-R-01  
 8-R-02

**25361 Bunker Hill Ct.**  
 GROSS INTERNAL AREA  
 FLOOR 1: 695 sq ft  
 TOTAL: 695 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.



Reading #	Component	Substrate	Reading #	Component	Substrate
425	Wall	Brick	440	Toilet	Ceramic
426	Gutter	Metal	441	Wall	Tile
427	Wall	Wood	442	Door	Wood
428	Window	Sill	443	Door	Frame
429	Fascia	Wood	444	Window	Sill
430	Wall	Wood	445	Ceiling	Sheetrock
431	Door	Wood	446	Wall	Sheetrock
432	Wall	Sheetrock	447	Wall	Sheetrock
433	Window	Sill	448	Wall	Wood
434	Wall	Sheetrock	449	Gutter	Metal
435	Floor	Tile	450	Fireplace	Brick
436	Wall	Sheetrock	451	Door	Frame
437	Window	Sill	452	Cabinet	Wood
438	Door	Frame			
439	Floor	Tile			

**25361 Bunker Hill Ct.**

GROSS INTERNAL AREA

FLOOR 1: 695 sq ft

TOTAL: 695 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

**Appendix B-9**

**Parcel 25669 Bunker Hill Blvd Hayward California**



August 10, 2018

18-135-9

Mr. Kevin Briggs  
City of Hayward  
777 B Street  
Hayward, CA 94541  
Telephone: (510) 583-4760

**Asbestos and Lead Demolition Survey Report  
25669 Bunker Hill Boulevard  
Hayward, CA**

Dear Mr. Briggs:

Pursuant to your request and authorization, EnviroNova, LLC (EnviroNova), is pleased to present this report to the City of Hayward for the residence located at 25669 Bunker Hill Boulevard in Hayward, California (Site) for an asbestos and lead demolition survey on the Building. All work was conducted by properly certified field and professional staff according to applicable federal, state and local regulations.

On June 21, 2018, EnviroNova collected suspect material samples from areas of the Site where construction activities will disturb flooring, wall, and ceiling materials. The asbestos and lead samples were submitted under chain of custody procedures to Environmental Microbiology Laboratories located in South San Francisco, California. The asbestos samples were analyzed via polarized light microscopy (PLM) in accordance with the method specified in appendix A subpart F 40 CFR part 763, section 1, and the lead samples were analyzed via atomic absorption in accordance with EPA Method 7000B. Maps detailing sample locations are attached and the internet based matter port virtual tour can be viewed at the following:

<https://my.matterport.com/show/?m=s3z43EC31NM>

### **ASBESTOS**

Suspect asbestos materials were organized into twenty-two (22) homogeneous areas of materials, resulting in forty-seven (47) bulk samples analyzed. Based on the certified analytical report, twenty-three (23) of the materials sampled tested positive for asbestos and all others were reported as "None Detected". Table I below summarizes the materials and locations. The certified reports of laboratory analysis and chain of custody documentation are attached.

**Table I – Asbestos Content in Sampled Materials**

<b>Material Description and Location</b>	<b>Asbestos %</b>	<b>TSI</b>	<b>Surfacing</b>	<b>Miscellaneous</b>	<b>RACM</b>	<b>*Cat. I Non-Friable</b>	<b>*Cat. II Non-Friable</b>
Off white joint compound with paint Throughout	2% CH		X		X		
Gray stucco Exterior walls	<1%		X		X		
Blue floor tile Black mastic Master bathroom	2% CH 3% CH			X		X	
Off white wall texture with paint Throughout	2% CH		X		X		
Basecove brown mastic Kitchen	<1% AA			X		X	
Basecove brown mastic Floor 1 – basement throughout	<1% AA			X		X	
Beige floor tile Black mastic Tan floor tile Laundry room	2% CH 3% CH 3% CH			X		X	
Light gray floor tile Black mastic Floor 2 - closet	2% CH 3% CH			X		X	
Gray floor tile Black Mastic Floor 2 - bathroom	2% CH 3% CH			X		X	

**Table I – Asbestos Content in Sampled Materials (Continued)**

Material Description and Location	Asbestos %	TSI	Surfacing	Miscellaneous	RACM	*Cat. I Non-Friable	*Cat. II Non-Friable
Green floor tile Black mastic Floor 1 - basement	3% CH 3% CH			X		X	
Black sink undercoating Floor 1 - basement bar	3% CH		X		X		
Black sink undercoating Floor 1 - basement bar	3% CH		X		X		

CH=Chrysotile Asbestos. AA=Anthophyllite Asbestos \*Point Count Needed to remove RACM designation. ND="Not Detected"

Table II below summarizes the material and location of samples found NOT to contain asbestos. The certified report of laboratory analysis and chain of custody are attached.

**Table II – Materials Found NOT to Contain Asbestos**

Material Description	Material Location
Black Vapor Barrier Paper	Exterior Walls of Residence
Brown Ceramic Tile + Gray Grout	Bathroom Shower Wall
Pink Ceramic Tile + Gray Grout	Downstairs Bathroom Shower Wall
White Ceramic Tile + Gray Grout	Basement Bathroom Floor
Brown Wall Panel Adhesive	Interior Wall Panels Throughout Residence
Black Built-Up Composition Roof with Underlay	Roof of Residence
Gray Granite + Gray Mortar	Fireplace Exterior
Brown Ceramic Tile + Gray Grout	Bathroom Floor

## LEAD

Paint and ceramic tile from homogeneous areas were analyzed for lead content using a handheld XRF analyzer. One of the materials tested positive for lead and the remaining materials were negative as defined in Title 8 CCR 1532.1. Table III below summarizes the tested materials and locations. A map showing locations where samples were taken and XRF readings are attached hereto.

**Table III – Lead Content in Paint Materials**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25669 Bunker Hill Blvd	383	Exterior	Wall	Stucco	Tan	Intact	0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	384	Exterior	Gutter	Metal	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	385	Exterior	Wall	Stucco	Tan	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	386	Exterior	Door Frame	Wood	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	387	Garage	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	388	Garage	Door Frame	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	389	Foyer	Door Frame	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	390	Living Room	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	391	Living Room	Fireplace	Tile	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	392	Dining	Wall	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	393	Dining	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	394	Kitchen	Floor	Tile	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	395	Hall	Wall	Sheetrock	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	396	Master Bedroom	Wall	Sheetrock	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	397	Master Bedroom	Window Sill	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	398	Bath	Toilet	Ceramic	White	Intact	-0.4	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	399	Bath	Sink	Ceramic	White	Intact	-0.3	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	400	Bath	Floor	Tile	White	Intact	1.5	mg/cm <sup>2</sup>	Positive
25669 Bunker Hill Blvd	401	Bath	Toilet	Ceramic	White	Intact	0	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	402	Bath	Door	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	403	Master Bedroom	Door Frame	Wood	White	Intact	0.3	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	404	Pantry	Window Sill	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	405	Dining	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	406	Family Room	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	407	Family Room	Door	Wood	White	Intact	0	mg/cm <sup>2</sup>	Negative



**Table III – Lead Content in Paint Materials (Continued)**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
25669 Bunker Hill Blvd	408	Family Room	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	409	Bath	Window Sill	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	411	Bath	Floor	Tile	White	Intact	1	mg/cm <sup>2</sup>	Positive
25669 Bunker Hill Blvd	412	Laundry Room	Floor	Tile	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	413	Bedroom	Wall	Sheetrock	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	414	Bedroom	Floor	Tile	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	415	Bedroom	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	416	Bedroom	Door Frame	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	417	Bedroom	Wall	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	418	Room	Wall	Sheetrock	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	419	Family Room	Ceiling	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	420	Family Room	Window Sill	Wood	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	421	Room	Ceiling	Sheetrock	White	Intact	0	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	422	Bath	Wall	Tile	White	Intact	13.2	mg/cm <sup>2</sup>	Positive
25669 Bunker Hill Blvd	423	Bath	Floor	Tile	White	Intact	0.3	mg/cm <sup>2</sup>	Negative
25669 Bunker Hill Blvd	424	Wet Bar	Floor	Tile	White	Intact	0.5	mg/cm <sup>2</sup>	Negative

### Recommendations

Based upon the results of analyses for asbestos and lead, which indicated that both asbestos and lead were present, EnviroNova recommends a properly certified abatement contractor be utilized to remove/abate asbestos and lead containing materials prior to disturbance related to any demolition activities. Additionally, the removal or abatement activities should be monitored for compliance, and clearance testing of contained areas is recommended before considering the abatement complete.

If other suspect asbestos/lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos/lead. Therefore all new materials must be sampled prior to their disturbance.

## **Lead Work Guidelines and Regulations**

Loose and flaking paints should be scraped down to intact paint (and the resulting paint chips captured for disposal), prior to demolition by a registered lead abatement contractor. Only components with intact, well-adhered paint will then remain during demolition. Ceramic tile with high lead content should also be removed prior to demolition. The owner or removal/demolition contractor should conduct appropriate segregation of waste created during the removal or dismantling/demolition process and dispose of the different waste streams in accordance regulatory requirements based on appropriate testing results.

The current Cal/OSHA Lead in Construction Safety Standard (8 CCR 1532.1) regulation applies to all construction work where an employee may be occupationally exposed to lead. Therefore, work performed on surfaces (including manual demolition, scraping, welding, etc.) containing any amount of lead must comply with the standard, including an exposure assessment (personal air monitoring) to determine if the airborne lead exposure levels are within acceptable limits. Therefore, any work performed on a surface containing any amount of lead must comply with this regulation. Any paint not represented by a result that is below the analytical limit of detection should be considered to contain lead and be treated as such until proven otherwise.

Lead waste is considered a hazardous waste if the result of the Toxicity Characterization Leaching Procedure (TCLP) test exceeds 5 mg/liter (5 ppm), under the Resource Conservation and Recovery Act (RCRA), 40 CFR 261, Appendix II. In California, a waste is also considered hazardous if the result of soluble lead content by a Waste Extraction Test (WET) is greater than 5 mg/l, or if the total lead content exceeds 1,000 mg/kg in accordance with Title 22 of the CCR. When TTLC results are below 50 mg/kg, STLC/TCLP limits cannot be exceeded, so the waste is classified as non-hazardous. For detailed regulatory requirements in specific situations, FACS may be consulted, and the applicable regulations should be examined.

As required by the California Department of Public Health, Title 17, Article 16 Regulations, dated January 8, 1999, EnviroNova will forward Form 8552 to CDPH notifying them of the absence of lead-based paint in the areas tested at the subject property.

## **Limitations**

This survey was conducted as a demolition survey. Therefore, EnviroNova followed EPA guidelines and completed sampling of all suspect asbestos and lead materials that were readily accessible in the buildings. Adhering to EPA and OSHA regulations for presumed asbestos and lead containing materials, very limited quantities of suspect materials that were non-accessible, such as HVAC duct systems, inside walls and/or interstitial spaces are assumed to contain asbestos and/or lead. If other suspect asbestos and/or lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos and or lead. Appropriate sampling and analysis of the non-accessible areas, performed according to EPA guidelines, may prove otherwise and negate this assumption. Conclusions and recommendations made regarding hazardous materials are based upon information obtained from samples and tests taken at specific locations and professional

judgment. Recommendations in this report are made based on conditions that we reasonably infer to exist between sampling points.

This investigation is limited to the conditions and practices observed and information made available to EnviroNova. The methods, conclusions and recommendations provided are based on EnviroNova's professional judgment, expertise and the standard of practice for professional service. In providing our survey services, EnviroNova performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

The survey was planned and implemented on the basis of a mutually agreed upon scope of work, best practices and EnviroNova's previous experience in performing building surveys for asbestos and lead containing materials. EnviroNova uses only qualified professionals and laboratories to perform building surveys and sample analyses. *PLM is generally not capable of detecting extremely fine fibers (<0.3µm in diameter). Further analysis by transmission electron microscopy is able to detect smaller fibers. However, this is a concern only with certain materials such as floor tiles. Composite 400 point count analysis was not part of the survey and would be need to be performed to remove RACM designation.*

This document was prepared by EnviroNova at the direction of the City of Hayward for the sole use only by the City of Hayward and their sub-contractors for this project, whom are the only intended beneficiaries of this work. No other party should rely on the information contained herein without the prior written consent of EnviroNova. This report and the interpretations, conclusions, and recommendations contained within are based in part on information presented in other documents or by other parties that are cited in the text. Therefore, this report is subject to the limitations and qualifications presented in the referenced information.

EnviroNova appreciates the opportunity to present this report. Please contact Basil Falcone at (415) 599-6657 if you have any questions. We look forward to working with you again.

Respectfully submitted,



John B. Adams, CAC (#12-4899)  
Project Environmental Scientist

Basil Falcone, REA, CAC (#04-3597)  
President

Attachments Certified Laboratory Analytical Report  
Chain of Custody Documentation  
Sample Location Maps



Report for:

**Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon**  
**Enviro Nova**  
235 Montgomery Street  
Suite 1105  
San Francisco, CA 94104

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Regarding: Project: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.  
EML ID: 1949850

Approved by:

Approved Signatory  
Danny Li

Dates of Analysis:  
Asbestos PLM: 06-26-2018

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

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All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Total Samples Submitted:** 47

**Total Samples Analyzed:** 47

**Total Samples with Layer Asbestos Content > 1%:** 23

**Location: 9-A-01, Sheetrock-white sheetrock and beige joint compound in dining room** Lab ID-Version‡: 9181580-1

Sample Layers	Asbestos Content
Off-White Joint Compound	2% Chrysotile
Cream Tape	ND
Off-White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 9-A-02, Sheetrock-white sheetrock and beige joint compound in master bedroom**

Lab ID-Version‡: 9181581-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 9-A-03, Sheetrock-white sheetrock and beige joint compound in master bathroom**

Lab ID-Version‡: 9181582-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Off-White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines. The test report follows the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

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 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 9-A-04, Sheetrock-white sheetrock and beige joint compound in bedroom**

Lab ID-Version‡: 9181583-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Off-White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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 Re: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 9-A-05, Sheetrock-white sheetrock and beige joint compound in hallway** Lab ID-Version‡: 9181584-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose < 1% Talc
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 9-W-01, Stucco-gray stucco on building exterior walls** Lab ID-Version‡: 9181585-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 9-W-02, Stucco-gray stucco on building exterior walls** Lab ID-Version‡: 9181586-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 9-W-03, Stucco-gray stucco on building exterior walls** Lab ID-Version‡: 9181587-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

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 Re: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.

Date of Sampling: 06-21-2018  
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 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 9-W-04, Stucco-gray stucco on building exterior walls**

Lab ID-Version‡: 9181588-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 9-W-05, Stucco-gray stucco on building exterior walls**

Lab ID-Version‡: 9181589-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 9-Y-01, Vapor barrier-black vapor barrier paper in exterior walls**

Lab ID-Version‡: 9181590-1

Sample Layers	Asbestos Content
Dark Brown Vapor Barrier	ND
<b>Composite Non-Asbestos Content:</b>	80% Cellulose
<b>Sample Composite Homogeneity:</b> Good	

**Location: 9-Y-02, Vapor barrier-black vapor barrier paper in exterior walls**

Lab ID-Version‡: 9181591-1

Sample Layers	Asbestos Content
Dark Brown Vapor Barrier	ND
<b>Composite Non-Asbestos Content:</b>	80% Cellulose
<b>Sample Composite Homogeneity:</b> Good	

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 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.

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 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 9-Y-03, Vapor barrier-black vapor barrier paper in exterior walls**

Lab ID-Version‡: 9181592-1

Sample Layers	Asbestos Content
Dark Brown Vapor Barrier	ND
<b>Composite Non-Asbestos Content:</b>	80% Cellulose
<b>Sample Composite Homogeneity:</b>	Good

**Location: 9-H1-01, Sheet flooring-beige sheet flooring and mastic in kitchen and upstairs bathroom**

Lab ID-Version‡: 9181593-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Cream Mastic	ND
<b>Composite Non-Asbestos Content:</b>	30% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 9-H1-02, Sheet flooring-beige sheet flooring and mastic in kitchen and upstairs bathroom**

Lab ID-Version‡: 9181594-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Cream Mastic	ND
<b>Composite Non-Asbestos Content:</b>	30% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 9-H2-01, Sheet flooring-beige sheet flooring with blue floor tile layer with mastic in upstairs master bathroom**

Lab ID-Version‡: 9181595-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Cream Mastic	ND
Blue Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	30% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

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 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 9-H2-02, Sheet flooring-beige sheet flooring with blue floor tile layer with mastic in upstairs master bathroom**

Lab ID-Version‡: 9181596-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Cream Mastic	ND
Blue Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	30% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 9-C-01, Texture coat-beige texture coat on walls throughout**

Lab ID-Version‡: 9181597-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 9-C-02, Texture coat-beige texture coat on walls throughout**

Lab ID-Version‡: 9181598-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 9-C-03, Texture coat-beige texture coat on walls throughout**

Lab ID-Version‡: 9181599-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

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 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.

Date of Sampling: 06-21-2018  
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 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 9-C-04, Texture coat-beige texture coat on walls throughout**

Lab ID-Version‡: 9181600-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 9-C-05, Texture coat-beige texture coat on walls throughout**

Lab ID-Version‡: 9181601-1

Sample Layers	Asbestos Content
Off-White Texture with Paint	2% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 9-G1-01, Ceramic tile-blue ceramic tile and grout in master bathroom wall tile**

Lab ID-Version‡: 9181602-1

Sample Layers	Asbestos Content
Blue Ceramic Tile	ND
White Grout	ND
Tan Mastic	ND
<b>Sample Composite Homogeneity:</b> Poor	

**Location: 9-F-01, Basecove-brown basecove and white mastic in the kitchen**

Lab ID-Version‡: 9181603-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
Yellow Mastic	ND
Brown Mastic	< 1% Anthophyllite
<b>Sample Composite Homogeneity:</b> Moderate	

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 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 9-F-02, Basecove-brown basecove and white mastic in the kitchen**

Lab ID-Version‡: 9181604-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
Yellow Mastic	ND
Brown Mastic	< 1% Anthophyllite
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 9-G2-01, Ceramic tile-pink ceramic tile and grout downstairs bathroom walls**

Lab ID-Version‡: 9181605-1

Sample Layers	Asbestos Content
Pink Ceramic Tile	ND
White Grout	ND
Tan Mastic	ND
Off-White Joint Compound with Paint	2% Chrysotile
Cream Tape	ND
Off-White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b> < 1% Asbestos	
<b>Composite Non-Asbestos Content:</b> 5% Cellulose	
<b>Sample Composite Homogeneity:</b> Poor	

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 9-G3-01, Ceramic tile-white ceramic tile and grout in basement bathroom**

Lab ID-Version‡: 9181606-1

Sample Layers	Asbestos Content
White Ceramic Tile	ND
Tan Mastic	ND
<b>Sample Composite Homogeneity:</b> Poor	

**Comments:** Grout not detected.

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**ASBESTOS PLM REPORT**

**Location: 9-F2-01, Basecove-brown basecove and brown mastic in basement floor**

Lab ID-Version‡: 9181607-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
Brown Mastic	< 1% Anthophyllite
<b>Sample Composite Homogeneity:</b> Moderate	

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Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 9-D1-01, Floor tile-tan 9x9 floor tile and beige sheet flooring with black mastic in downstairs laundry room**

Lab ID-Version‡: 9181608-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
Beige Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
Tan Floor Tile	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	5% Cellulose 3% Synthetic Fibers
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 9-D1-02, Floor tile-tan 9x9 floor tile and beige sheet flooring with black mastic in downstairs laundry room**

Lab ID-Version‡: 9181609-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
Beige Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
Tan Floor Tile	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	5% Cellulose 3% Synthetic Fibers
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 9-D2-01, Floor tile-tan 9x9 floor tile and beige sheet flooring with black mastic in downstairs closet**

Lab ID-Version‡: 9181610-1

Sample Layers	Asbestos Content
Light Gray Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

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**ASBESTOS PLM REPORT**

**Location: 9-D2-02, Floor tile-tan 9x9 floor tile and beige sheet flooring with black mastic in downstairs closet**

Lab ID-Version‡: 9181611-1

Sample Layers	Asbestos Content
Light Gray Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 9-D3-01, Floor tile-beige sheet flooring and gray 9x9 floor tile with black mastic in downstairs bathroom floor**

Lab ID-Version‡: 9181612-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
Gray Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	7% Cellulose 5% Synthetic Fibers 3% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 9-D3-02, Floor tile-beige sheet flooring and gray 9x9 floor tile with black mastic in downstairs bathroom floor**

Lab ID-Version‡: 9181613-1

Sample Layers	Asbestos Content
Beige Sheet Flooring with Fibrous Backing	ND
Beige Mastic	ND
Gray Floor Tile	2% Chrysotile
Black Mastic	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	7% Cellulose 5% Synthetic Fibers 3% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 9-F3-01, Basecove-green basecove with brown mastic in basement wet bar floor**

Lab ID-Version‡: 9181614-1

Sample Layers	Asbestos Content
Green Baseboard	ND
Brown Mastic	< 1% Anthophyllite
<b>Sample Composite Homogeneity:</b>	Moderate

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‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".



Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 9-M-01, Mastic-brown wall panel adhesive throughout**

Lab ID-Version‡: 9181615-1

Sample Layers	Asbestos Content
Yellow Adhesive	ND
<b>Sample Composite Homogeneity:</b> Good	

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 9-M-02, Mastic-brown wall panel adhesive throughout**

Lab ID-Version‡: 9181616-1

Sample Layers	Asbestos Content
Yellow Adhesive	ND
<b>Sample Composite Homogeneity:</b> Good	

**Location: 9-R-01, Roof-black built up composition roof with underlay on roof**

Lab ID-Version‡: 9181617-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Dark Gray Pebbles	ND
Black Roofing Tar	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	25% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 9-R-02, Roof-black built up composition roof with underlay on roof**

Lab ID-Version‡: 9181618-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Dark Gray Pebbles	ND
Black Roofing Tar	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	25% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 9-R-03, Roof-black built up composition roof with underlay on roof**

Lab ID-Version‡: 9181619-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Dark Gray Pebbles	ND
Black Roofing Tar	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	25% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

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‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 9-S-01, Sink undercoating-black sink undercoating in the basement**

Lab ID-Version‡: 9181620-1

Sample Layers	Asbestos Content
Black Sink Undercoating	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Good	

**Location: 9-Z-01, Fireplace granite-gray granite and mortar at fireplace**

Lab ID-Version‡: 9181621-1

Sample Layers	Asbestos Content
Gray Non-Fibrous Material	ND
Gray Mortar	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 9-D4-01, Floor tile-green 9x9 floor tile with black mastic in the basement floors**

Lab ID-Version‡: 9181622-1

Sample Layers	Asbestos Content
Green Floor Tile	3% Chrysotile
Black Mastic	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 9-D4-02, Floor tile-green 9x9 floor tile with black mastic in the basement floors**

Lab ID-Version‡: 9181623-1

Sample Layers	Asbestos Content
Green Floor Tile	3% Chrysotile
Black Mastic	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-9; HWY 238 by Pass; City of Hayward, 25669 Bunkhill Blvd., Hayward, CA.

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT****Location: 9-D4-03, Floor tile-green 9x9 floor tile with black mastic in the basement floors**

Lab ID-Version‡: 9181624-1

Sample Layers	Asbestos Content
Green Floor Tile	3% Chrysotile
Black Mastic	3% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 9-G4-01, Ceramic tile-brown ceramic tile and grout in basement bathroom floor**

Lab ID-Version‡: 9181625-1

Sample Layers	Asbestos Content
Brown Ceramic Tile	ND
Gray Grout	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 9-S2-01, Sink undercoating-white sink undercoating in upstairs kitchen sink**

Lab ID-Version‡: 9181626-1

Sample Layers	Asbestos Content
White Sink Undercoating	10% Chrysotile
<b>Sample Composite Homogeneity:</b> Good	

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# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive
- Analyze All Samples
- Point Count Analysis (400-point)



001949850

Project Name/Address: City of Hayward, 25669 Bunker Hill Blvd Hayward, California.

Project #: 18-135-9	Sampled By: Basil Falcione	Sampling Date: 6/21/18
HWY 238 Bypass		Turn Around Time: 5 day
Sample(s) Sent To: EM Labs		
EMAIL TO:	<input checked="" type="checkbox"/> Basil Falcione bfalcione@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com
		<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description: Sheetrock	Quantity:
Sample ID	Sample Location & Material Location	
9-A-01	White Sheetrock and Beige Joint Compound in Dining Room	
9-A-02	White Sheetrock and Beige Joint Compound in Master Bedroom	
9-A-03	White Sheetrock and Beige Joint Compound in Master Bathroom	
HM#	Material Description: Sheetrock	Quantity:
Sample ID	Sample Location & Material Location	
9-A-04	White Sheetrock and Beige Joint Compound in Bedroom	
9-A-05	White Sheetrock and Beige Joint Compound in Hallway	
HM#	Material Description: Stucco	Quantity:
Sample ID	Sample Location & Material Location	
9-W-01	Gray Stucco on Building Exterior Walls	
9-W-02	Gray Stucco on Building Exterior Walls	
9-W-03	Gray Stucco on Building Exterior Walls	
HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	
9-W-04	Gray Stucco on Building Exterior Walls	
9-W-05	Gray Stucco on Building Exterior Walls	
HM#	Material Description: Vapor Barrier	Quantity:
Sample ID	Sample Location & Material Location	
9-Y-01	Black Vapor Barrier Paper in Exterior Walls	
9-Y-02	Black Vapor Barrier Paper in Exterior Walls	
9-Y-03	Black Vapor Barrier Paper in Exterior Walls	

Relinquished By:

*Basil Falcione*

Signature:

*Basil Falcione*

Date/Time:

6-22-18

Received By:

Signature:

*KS*

Date/Time:

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive
- Analyze All Samples
- Point Count Analysis (400-point)



001949850

Project Name/Address: City of Hayward, 25669 Bunker Hill Blvd Hayward, California		
Project #: 18-135-9	Sampled By: Basil Falcone	Sampling Date 6/21/18
HWY 238 Bypass		Turn Around Time: 5 day
Sample(s) Sent To: EM Labs		
EMAIL TO:	<input checked="" type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com
		<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	
	<b>Sheet Flooring</b>	
9-H1-01	Beige Sheet Flooring and Mastic in Kitchen and Upstairs Bathroom	
9-H1-02	Beige Sheet Flooring and Mastic in Kitchen and Upstairs Bathroom	
	<b>Sheet Flooring</b>	
Sample ID	Sample Location & Material Location	
9-H2-01	Beige Sheet Flooring with Blue Floor Tile Layer with Mastic in Upstairs Master Bathroom	
9-H2-02	Beige Sheet Flooring with Blue Floor Tile Layer with Mastic in Upstairs Master Bathroom	
	<b>texture coat</b>	
Sample ID	Sample Location & Material Location	
9-C-01	Beige Texture Coat on Walls Throughout	
9-C-02	Beige Texture Coat on Walls Throughout	
9-C-03	Beige Texture Coat on Walls Throughout	
	<b>texture coat</b>	
Sample ID	Sample Location & Material Location	
9-C-04	Beige Texture Coat on Walls Throughout	
9-C-05	Beige Texture Coat on Walls Throughout	
	<b>Ceramic Tile</b>	
Sample ID	Sample Location & Material Location	
9-G1-01	Blue Ceramic Tile and Grout in Master Bathroom Wall Tile	

Relinquished By: Basil Falcone Signature: [Signature] Date/Time: 6-22-18

Received By: [Signature] Signature: [Signature] Date/Time: 06/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Print Count Analysis (400-point)



001949850

Project Name/Address: City of Hayward, 25669 Bunker Hill Blvd, Hayward, California		
Project #: 18-135-9 HWY 238 Bypass	Sampled By: Basil Falcone	Sampling Date 6/21/18
Sample(s) Sent To: EM Labs		Turn Around Time: 5 day
EMAIL TO: <input checked="" type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com	<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description:	Basecove
Sample ID	Sample Location & Material Location	Quantity:
9-F-01	Brown Basecove and White Mastic in the Kitchen	
9-F-02	Brown Basecove and White Mastic in the Kitchen	
HM#	Material Description:	Ceramic Tile
Sample ID	Sample Location & Material Location	Quantity:
9-G2-01	Pink Ceramic Tile and Grout Downstairs Bathroom Walls	
HM#	Material Description:	Ceramic Tile
Sample ID	Sample Location & Material Location	Quantity:
9-G3-01	White Ceramic Tile and Grout in Basement Bathroom	
HM#	Material Description:	Basecove
Sample ID	Sample Location & Material Location	Quantity:
9-F2-01	Brown Basecove and Brown Mastic in Basement Floor	
HM#	Material Description:	Floor Tile
Sample ID	Sample Location & Material Location	Quantity:
9-D1-01	Tan 9x9 Floor Tile and Beige Sheet Flooring with Black Mastic in Downstairs Laundry Room	
9-D1-02	Tan 9x9 Floor Tile and Beige Sheet Flooring with Black Mastic in Downstairs Laundry Room	

Relinquished By:	<i>Basil Falcone</i>	Signature:	<i>[Signature]</i>	Date/Time:	6-22-18
Received By:	_____	Signature:	<i>[Signature]</i>	Date/Time:	06/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1185  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949850

Project Name/Address: City of Hayward, 25669 Bunker Hill Blvd Hayward, California.		
Project #: 18-135-9 HWY 238 Bypass	Sampled By: Basil Falcone	Sampling Date 6/21/18
Sample(s) Sent To: BM Labs		Turn Around Time: 5 day
EMAIL TO:	<input checked="" type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com
		<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description: Floor Tile	Quantity:
Sample ID	Sample Location & Material Location	
9-D2-01	Gray 9x9 Floor Tile with Black Mastic in Downstairs Closet	
9-D2-02	Gray 9x9 Floor Tile with Black Mastic in Downstairs Closet	
Sample ID	Sample Location & Material Location	
9-D3-01	Beige Sheet Flooring and Gray 9x9 Floor Tile with Black Mastic in Downstairs Bathroom Floor	
9-D3-02	Beige Sheet Flooring and Gray 9x9 Floor Tile with Black Mastic in Downstairs Bathroom Floor	
Sample ID	Sample Location & Material Location	
9-F3-01	Green Basecove with Brown Mastic in Basement Wet Bar Floor	
Sample ID	Sample Location & Material Location	
9-M-01	Brown Wall Panel Adhesive Throughout	
9-M-02	Brown Wall Panel Adhesive Throughout	
Sample ID	Sample Location & Material Location	
9-R-01	Black Built up Composition Roof with Underlay on Roof	
9-R-02	Black Built up Composition Roof with Underlay on Roof	
9-R-03	Black Built up Composition Roof with Underlay on Roof	

Relinquished By:		Signature:		Date/Time:	6-22-18
Received By:		Signature:		Date/Time:	06/25/18 9:45



# ENVIRONOVA

The Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-7x60)



001949850

Project Name/Address: City of Hayward, 25669 Bunker Hill Blvd Hayward, California

Project #: 18-135-9      Sampled By: Basil Falcone      Sampling Date: 6/21/18

HWY 238 Bypass

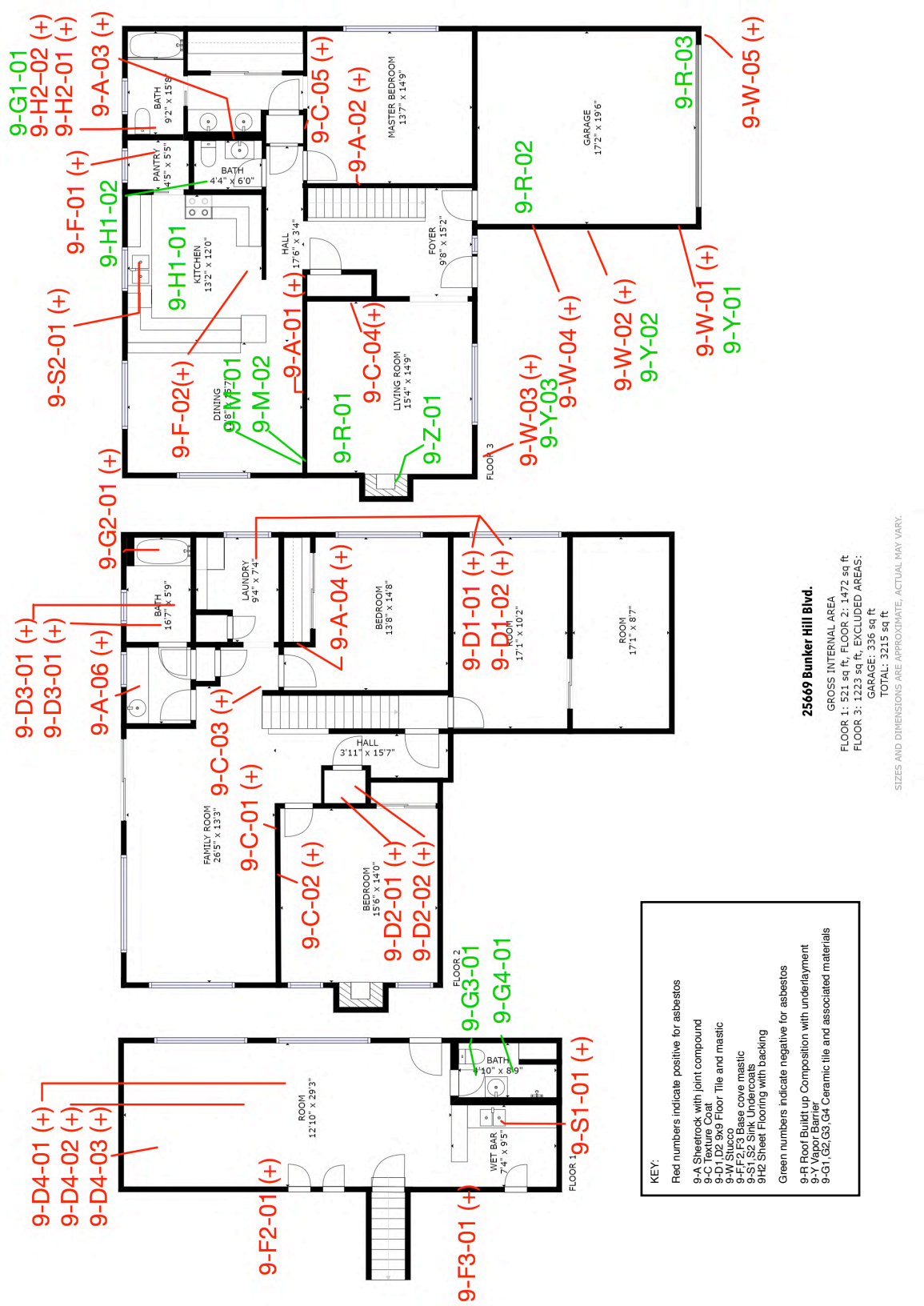
Sample(s) Sent To: EM Labs      Turn Around Time: 5 day

EMAIL TO:  Basil Falcone       John Adams       Catherine Naughton  
 bfalcone@environova.com      jadams@environova.com      cnaughton@environova.com

HM#	Material Description:	Quantity:
	<b>Sink Undercoating</b>	
Sample ID	Sample Location & Material Location	Quantity:
9-S-01	Black Sink Undercoating in the Basement	
HM#	Material Description:	Quantity:
	<b>Fireplace Granite</b>	
Sample ID	Sample Location & Material Location	Quantity:
9-Z-01	Gray Granite and Mortar at Fireplace	
HM#	Material Description:	Quantity:
	<b>Floor Tile</b>	
Sample ID	Sample Location & Material Location	Quantity:
9-D4-01	Green 9x9 Floor Tile with Black Mastic in the Basement Floors	
9-D4-02	Green 9x9 Floor Tile with Black Mastic in the Basement Floors	
9-D4-03	Green 9x9 Floor Tile with Black Mastic in the Basement Floors	
HM#	Material Description:	Quantity:
	<b>Ceramic Tile</b>	
Sample ID	Sample Location & Material Location	Quantity:
9-G4-01	Brown Ceramic Tile and Grout in Basement Bathroom Floor	
HM#	Material Description	Quantity:
	<b>Sink Undercoating</b>	
Sample ID	Sample Location & Material Location	Quantity:
9-S2-01	White Sink Undercoating in Upstairs Kitchen Sink	

Relinquished By: Basil Falcone      Signature: [Signature]      Date/Time: 6-22-18

Received By: \_\_\_\_\_      Signature: [Signature]      Date/Time: 06/25/18 09:45



9-G1-01  
 9-H2-02 (+)  
 9-H2-01 (+)  
 9-A-03 (+)

9-F-01 (+)  
 9-H1-02  
 9-S2-01 (+)  
 9-F-02 (+)  
 9-M-01  
 9-M-02

9-G2-01 (+)  
 9-D3-01 (+)  
 9-D3-01 (+)  
 9-A-06 (+)

9-C-03 (+)  
 9-C-01 (+)  
 9-C-02 (+)  
 9-D2-01 (+)  
 9-D2-02 (+)

9-D4-01 (+)  
 9-D4-02 (+)  
 9-D4-03 (+)  
 9-F2-01 (+)  
 9-F3-01 (+)

9-A-04 (+)  
 9-D1-01 (+)  
 9-D1-02 (+)

9-R-01  
 9-C-04 (+)  
 9-R-01  
 9-Z-01  
 9-W-03 (+)  
 9-Y-03  
 9-W-04 (+)  
 9-W-02 (+)  
 9-Y-02  
 9-W-01 (+)  
 9-Y-01

9-R-02  
 9-R-03  
 9-W-05 (+)

**KEY:**

Red numbers indicate positive for asbestos

- 9-A Sheetrock with joint compound
- 9-C Texture Coat
- 9-F Base Floor Tile and mastic
- 9-W Slur Coat
- 9-F-F2 F3 Base cove mastic
- 9-S1 S2 Sink Undercoats
- 9H2 Sheet Flooring with backing

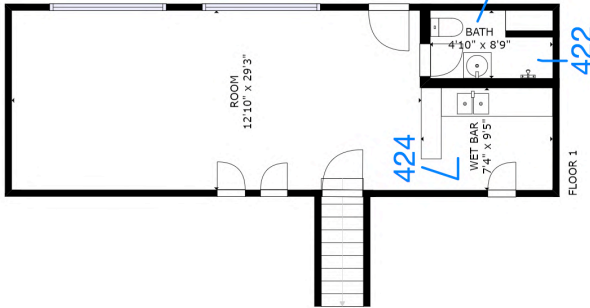
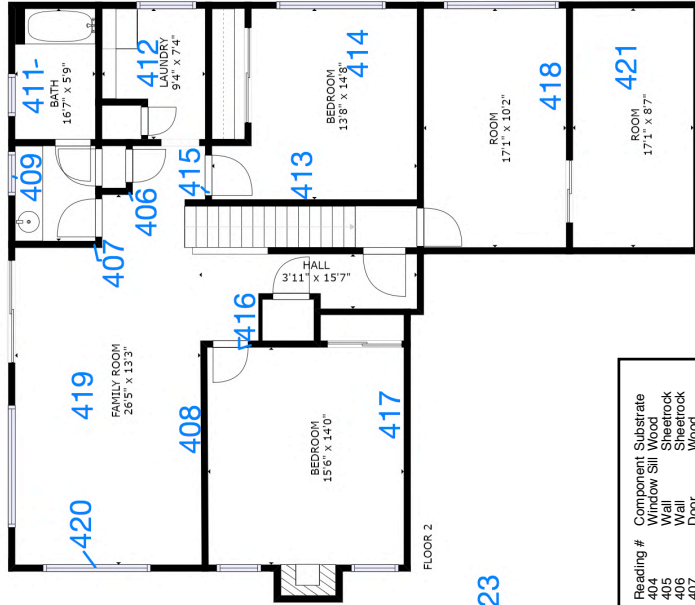
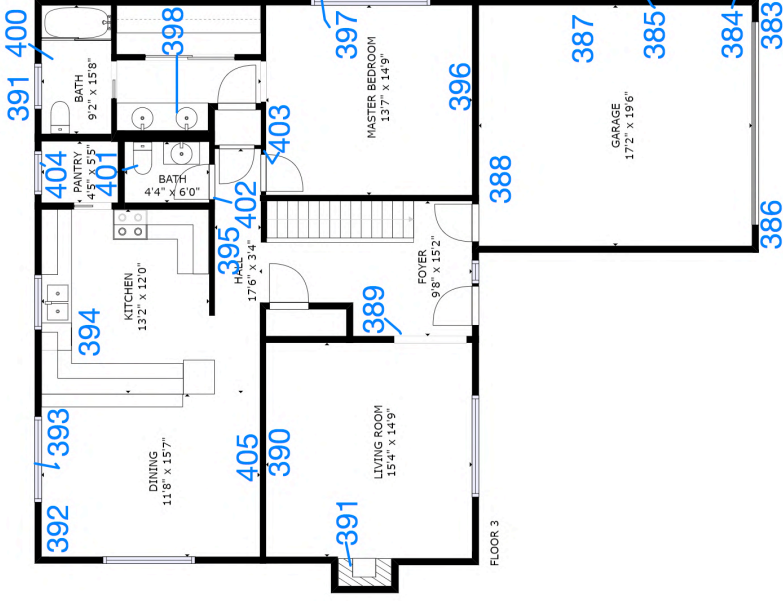
Green numbers indicate negative for asbestos

- 9-R Roof Built up Composition with underlayment
- 9-Y Vapor Barrier
- 9-G1, G2, G3, G4 Ceramic tile and associated materials

**25669 Bunker Hill Blvd.**

GROSS INTERNAL AREA  
 FLOOR 1: 521 sq ft, FLOOR 2: 1472 sq ft  
 FLOOR 3: 1223 sq ft, EXCLUDED AREAS:  
 GARAGE: 336 sq ft  
 TOTAL: 3215 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.



Reading #	Component	Substrate	Reading #	Component	Substrate
383	Wall	Stucco	404	Window Sill	Wood
384	Gutter	Metal	405	Wall	Sheetrock
385	Wall	Stucco	406	Wall	Sheetrock
386	Door	Frame Wood	407	Door	Frame Wood
387	Door	Frame Wood	408	Window Sill	Wood
388	Door	Frame Wood	409	Floor	Tile
389	Wall	Sheetrock	411	Floor	Tile
390	Wall	Sheetrock	412	Wall	Sheetrock
391	Fireplace	Tile	413	Wall	Tile
392	Wall	Wood	414	Door	Frame Wood
393	Window Sill	Wood	415	Door	Frame Wood
394	Floor	Tile	416	Door	Frame Wood
395	Wall	Sheetrock	417	Wall	Sheetrock
396	Wall	Sheetrock	418	Wall	Sheetrock
397	Window Sill	Wood	419	Ceiling	Sheetrock
398	Shelvet	Ceramic	420	Window Sill	Wood
399	Floor	Tile	421	Ceiling	Sheetrock
400	Floor	Tile	422	Wall	Tile
401	Toilet	Ceramic	423	Floor	Tile
402	Door	Wood	424	Floor	Tile
403	Door	Frame Wood			

**25669 Bunker Hill Blvd.**

GROSS INTERNAL AREA

FLOOR 1: 521 sq ft, FLOOR 2: 1472 sq ft

FLOOR 3: 1223 sq ft, EXCLUDED AREAS:

GARAGE: 336 sq ft

TOTAL: 3215 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

**Appendix B-10**

**Parcel 1026 C Street Hayward California**



August 10, 2018

18-135-10

Mr. Kevin Briggs  
City of Hayward  
777 B Street  
Hayward, CA 94541  
Telephone: (510) 583-4760

**Asbestos and Lead Demolition Survey Report**  
**1026 C Street**  
**Hayward, CA**

Dear Mr. Briggs:

Pursuant to your request and authorization, EnviroNova, LLC (EnviroNova), is pleased to present this report to the City of Hayward for the building located at 1026 C Street in Hayward, California (Site) for an asbestos and lead demolition survey on the building. All work was conducted by properly certified field and professional staff according to applicable federal, state and local regulations.

On June 21, 2018, EnviroNova collected suspect material samples from areas of the Site where construction activities will disturb flooring, wall, and ceiling materials. The asbestos and lead samples were submitted under chain of custody procedures to Environmental Microbiology Laboratories located in South San Francisco, California. The asbestos samples were analyzed via polarized light microscopy (PLM) in accordance with the method specified in appendix A subpart F 40 CFR part 763, section 1, and the lead samples were analyzed via atomic absorption in accordance with EPA Method 7000B. . Maps detailing sample locations are attached and the internet based matter port virtual tour can be viewed at the following:

<https://my.matterport.com/show/?m=2K9vH5F6CLM>

### **ASBESTOS**

Suspect asbestos materials were organized into eighteen (18) homogeneous areas of materials, resulting in fifty-four (54) bulk samples analyzed. Based on the certified analytical report, five (5) of the materials sampled tested positive for asbestos and all others were reported as "None Detected". Table I below summarizes the materials and locations. The certified reports of laboratory analysis and chain of custody documentation are attached.

**Table I – Asbestos Content in Sampled Materials**

Material Description and Location	Asbestos %	TSI	Surfacing	Miscellaneous	RACM	*Cat. I Non-Friable	*Cat. II Non-Friable
Beige coating with paint Exterior walls	2% CH		X		X		
Black sink undercoating Kitchen	<1% CH		X		X		
Black roofing mastics	2% CH			X		X	
Black roofing mastics with silver paint	5% CH						

CH=Chrysotile Asbestos. AA=Anthophyllite Asbestos \*Point Count Needed to remove RACM designation. ND="Not Detected"

Table II below summarizes the material and location of samples found NOT to contain asbestos. The certified reports of laboratory analysis and chain of custody are attached.

**Table II – Materials Found NOT to Contain Asbestos**

Material Description	Material Location
White Sheetrock + Beige Joint Compound	Interior Walls throughout Building
Multi-Colored Sheet Flooring + Gray Mastic	Bathroom Floor
White Texture Coat	Interior Walls throughout Building
Gray Basecove + White Mastic	Floors throughout Building
Red Brick + Grey Grout	Exterior Walls of Building
Grey/White Stucco	Exterior Walls of Building
Yellow Carpet Glue	Carpet of Building throughout
White Acoustical Ceiling Tiles	Ceiling of Building throughout
White Sheetrock + Beige Joint Compound	Kitchen Walls
Multi-Colored Sheet Flooring + Mastic	Kitchen Floor
Black Built-Up Rolled Roof	Roof of Building
Black Built-Up Rolled Roof Wall/Parapet	Roof of Building

Material Description	Material Location
Gray Terra Cota/Ceramic Roof	Roof of Building
Interior Blue Paint	Ceiling of Building
Exterior White Paint	Exterior Fascia

### LEAD

Paint and ceramic tile from homogeneous areas were analyzed for lead content using a handheld XRF analyzer. Three (3) of the materials tested positive for lead and the remaining materials were negative as defined in Title 8 CCR 1532.1. Table III below summarizes the tested materials and locations. A map showing locations where samples were taken and XRF readings are attached hereto.

**Table III – Lead Content in Paint Materials**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
1026 C St	207	Entrance	Wall	Sheetrock	Tan	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1026 C St	208	Entrance	Wall	Sheetrock	Tan	Intact	0.1	mg/cm <sup>2</sup>	Negative
1026 C St	209	Hall	Wall	Sheetrock	Tan	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	210	Hall	Wall	Sheetrock	Tan	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1026 C St	211	Hall	Wall	Sheetrock	Tan	Intact	0.1	mg/cm <sup>2</sup>	Negative
1026 C St	212	Office	Wall	Sheetrock	Tan	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	213	Work Space	Wall	Sheetrock	Tan	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	214	Work Space	Wall	Sheetrock	Tan	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1026 C St	215	Office	Wall	Sheetrock	Tan	Intact	-0.2	mg/cm <sup>2</sup>	Negative
1026 C St	216	Work Space	Wall	Sheetrock	Tan	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	217	Work Space	Wall	Sheetrock	Tan	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1026 C St	218	Work Space	Wall	Sheetrock	Tan	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	219	Work Space	Wall	Sheetrock	Tan	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1026 C St	220	Work Space	Wall	Sheetrock	Tan	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1026 C St	221	Work Space	Wall	Sheetrock	Tan	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1026 C St	222	Work Space	Wall	Sheetrock	Tan	Intact	-0.2	mg/cm <sup>2</sup>	Negative
1026 C St	223	Work Space	Wall	Sheetrock	Tan	Intact	-0.2	mg/cm <sup>2</sup>	Negative
1026 C St	224	Work Space	Window Sill	Wood	Beige	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	225	Work Space	Window Sill	Wood	Beige	Intact	0.1	mg/cm <sup>2</sup>	Negative
1026 C St	226	Work Space	Window Sill	Wood	Beige	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	227	Work Space	Window Sill	Wood	Beige	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	228	Office	Window Sill	Wood	Beige	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	229	Office	Window Sill	Wood	Beige	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1026 C St	230	Entrance	Window Sill	Wood	Beige	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1026 C St	231	Entrance	Door Frame	Wood	Beige	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1026 C St	232	Hall	Door Frame	Wood	Beige	Intact	-0.2	mg/cm <sup>2</sup>	Negative
1026 C St	233	Office	Door Frame	Wood	Beige	Intact	-0.1	mg/cm <sup>2</sup>	Negative

**Table III – Lead Content in Paint Materials (Continued)**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
1026 C St	234	Office	Door	Wood	Varnish	Intact	0.1	mg/cm <sup>2</sup>	Negative
1026 C St	235	Mech Room	Door	Wood	Varnish	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1026 C St	236	Exterior	Wall	Stucco	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
1026 C St	237	Exterior	Wall	Stucco	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
1026 C St	238	Exterior	Wall	Stucco	White	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	239	Work Space	Ceiling	Tile	White	Intact	0.5	mg/cm <sup>2</sup>	Negative
1026 C St	240	Exterior	Wall	Cmu	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
1026 C St	241	Exterior	Wall	Cmu	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
1026 C St	242	Exterior	Wall	Stucco	White	Intact	-0.3	mg/cm <sup>2</sup>	Negative
1026 C St	243	Exterior	Wall	Stucco	White	Intact	-0.2	mg/cm <sup>2</sup>	Negative
1026 C St	244	Exterior	Wall	Stucco	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
1026 C St	245	Exterior	Wall	Stucco	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
1026 C St	246	Exterior	Wall	Brick	Red	Intact	0.3	mg/cm <sup>2</sup>	Negative
1026 C St	247	Exterior	Wall	Brick	Red	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	248	Exterior	Wall	Brick	Red	Intact	0.1	mg/cm <sup>2</sup>	Negative
1026 C St	249	Exterior	Wall	Stucco	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1026 C St	250	Exterior	Gutter	Metal	Tan	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	251	Exterior	Gutter	Metal	Tan	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	252	Exterior	Gutter	Metal	Tan	Intact	0.1	mg/cm <sup>2</sup>	Negative
1026 C St	253	Entrance	Column	Metal	Brown	Intact	3	mg/cm <sup>2</sup>	Positive
1026 C St	254	Work Space	Column	Sheetrock	Tan	Intact	0.1	mg/cm <sup>2</sup>	Negative
1026 C St	255	Work Space	Column	Metal	Brown	Intact	3.5	mg/cm <sup>2</sup>	Positive
1026 C St	256	Work Space	Column	Metal	Brown	Intact	2.8	mg/cm <sup>2</sup>	Positive
1026 C St	257	Exterior	Eve	Metal	Tan	Intact	0.3	mg/cm <sup>2</sup>	Negative
1026 C St	258	Exterior	Eve	Metal	Tan	Intact	0.2	mg/cm <sup>2</sup>	Negative
1026 C St	259	Roof	Exhaust	Metal	Tan	Intact	0	mg/cm <sup>2</sup>	Negative
1026 C St	260	Roof	Exhaust	Metal	Tan	Intact	0	mg/cm <sup>2</sup>	Negative

**Recommendations**

Based upon the results of analyses for asbestos and lead, which indicated that both asbestos and lead were present, EnviroNova recommends a properly certified abatement contractor be utilized to remove/abate asbestos and lead containing materials prior to disturbance related to any demolition activities. Additionally, the removal or abatement activities should be monitored for compliance, and clearance testing of contained areas is recommended before considering the abatement complete.

If other suspect asbestos/lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos/lead. Therefore all new materials must be sampled prior to their disturbance.



## **Lead Work Guidelines and Regulations**

Loose and flaking paints should be scraped down to intact paint (and the resulting paint chips captured for disposal), prior to demolition by a registered lead abatement contractor. Only components with intact, well-adhered paint will then remain during demolition. Ceramic tile with high lead content should also be removed prior to demolition. The owner or demolition contractor should conduct appropriate segregation of waste created during the removal or dismantling/demolition process and dispose of the different waste streams in accordance regulatory requirements based on appropriate testing results.

The current Cal/OSHA Lead in Construction Safety Standard (8 CCR 1532.1) regulation applies to all construction work where an employee may be occupationally exposed to lead. Therefore, work performed on surfaces (including manual demolition, scraping, welding, etc.) containing any amount of lead must comply with the standard, including an exposure assessment (personal air monitoring) to determine if the airborne lead exposure levels are within acceptable limits. Therefore, any work performed on a surface containing any amount of lead must comply with this regulation. Any paint not represented by a result that is below the analytical limit of detection should be considered to contain lead and be treated as such until proven otherwise.

Lead waste is considered a hazardous waste if the result of the Toxicity Characterization Leaching Procedure (TCLP) test exceeds 5 mg/liter (5 ppm), under the Resource Conservation and Recovery Act (RCRA), 40 CFR 261, Appendix II. In California, a waste is also considered hazardous if the result of soluble lead content by a Waste Extraction Test (WET) is greater than 5 mg/l, or if the total lead content exceeds 1,000 mg/kg in accordance with Title 22 of the CCR. When TTLC results are below 50 mg/kg, STLC/TCLP limits cannot be exceeded, so the waste is classified as non-hazardous. For detailed regulatory requirements in specific situations, FACS may be consulted, and the applicable regulations should be examined.

As required by the California Department of Public Health, Title 17, Article 16 Regulations, dated January 8, 1999, EnviroNova will forward Form 8552 to CDPH notifying them of the absence of lead-based paint in the areas tested at the subject property.

## **Limitations**

This survey was conducted as a demolition survey. Therefore, EnviroNova followed EPA guidelines and completed sampling of all suspect asbestos and lead materials that were readily accessible in the buildings. Adhering to EPA and OSHA regulations for presumed asbestos and lead containing materials, very limited quantities of suspect materials that were non-accessible, such as HVAC duct systems, inside walls and/or interstitial spaces are assumed to contain asbestos and/or lead. If other suspect asbestos and/or lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos and or lead. Appropriate sampling and analysis of the non-accessible areas, performed according to EPA guidelines, may prove otherwise and negate this assumption. Conclusions and recommendations made regarding hazardous materials are based upon information obtained from samples and tests taken at specific locations and professional judgment. Recommendations in this report are made based on conditions that we reasonably infer to exist between sampling points.

This investigation is limited to the conditions and practices observed and information made available to EnviroNova. The methods, conclusions and recommendations provided are based on EnviroNova's professional judgment, expertise and the standard of practice for professional service. In providing our survey services, EnviroNova performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

The survey was planned and implemented on the basis of a mutually agreed upon scope of work, best practices and EnviroNova's previous experience in performing building surveys for asbestos and lead containing materials. EnviroNova uses only qualified professionals and laboratories to perform building surveys and sample analyses. *PLM is generally not capable of detecting extremely fine fibers (<0.3µm in diameter). Further analysis by transmission electron microscopy is able to detect smaller fibers. However, this is a concern only with certain materials such as floor tiles. Composite 400 point count analysis was not part of the survey and would be need to be performed to remove RACM designation.*

This document was prepared by EnviroNova at the direction of the City of Hayward for the sole use only by the City of Hayward and their sub-contractors for this project, whom are the only intended beneficiaries of this work. No other party should rely on the information contained herein without the prior written consent of EnviroNova. This report and the interpretations, conclusions, and recommendations contained within are based in part on information presented in other documents or by other parties that are cited in the text. Therefore, this report is subject to the limitations and qualifications presented in the referenced information.

EnviroNova appreciates the opportunity to present this report. Please contact Basil Falcone at (415) 599-6657 if you have any questions. We look forward to working with you again.

Respectfully submitted,



A handwritten signature in black ink, appearing to read "John B. Adams".

John B. Adams, CAC (#12-4899)  
Project Environmental Scientist

A handwritten signature in black ink, appearing to read "Basil Falcone".

Basil Falcone, REA, CAC (#04-3597)  
President

Attachments Certified Laboratory Analytical Report  
Chain of Custody Documentation  
Sample Location Maps



Report for:

**Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon**  
**Enviro Nova**  
235 Montgomery Street  
Suite 1105  
San Francisco, CA 94104

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Regarding: Project: 18-135-10; HWY 238 by Pass; City of Hayward, 1026 C Street, Hayward, CA  
EML ID: 1949841

Approved by:

Approved Signatory  
Danny Li

Dates of Analysis:  
Asbestos PLM: 06-25-2018

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

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All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-10; HWY 238 by Pass; City of Hayward, 1026 C Street, Hayward, CA

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

<b>Total Samples Submitted:</b>	54
<b>Total Samples Analyzed:</b>	54
<b>Total Samples with Layer Asbestos Content &gt; 1%:</b>	5

**Location: 10-A-01, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181415-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 10-A-02, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181416-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 10-A-03, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181417-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-10; HWY 238 by Pass; City of Hayward, 1026 C Street, Hayward, CA

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 10-A-04, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181418-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

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 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-10; HWY 238 by Pass; City of Hayward, 1026 C Street, Hayward, CA

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 10-A-05, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181419-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 10-A-06, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181420-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 10-A-07, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181421-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-10; HWY 238 by Pass; City of Hayward, 1026 C Street, Hayward, CA

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 10-H1-01, Sheet flooring, multi colored sheet flooring and gray mastic in bathroom**

Lab ID-Version‡: 9181422-1

Sample Layers	Asbestos Content
Multicolored Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
White Leveling Compound	ND
<b>Composite Non-Asbestos Content:</b>	10% Synthetic Fibers 5% Cellulose 5% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-10; HWY 238 by Pass; City of Hayward, 1026 C Street, Hayward, CA

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 10-H1-02, Sheet flooring, multi colored sheet flooring and gray mastic in bathroom**

Lab ID-Version‡: 9181423-1

Sample Layers	Asbestos Content
Multicolored Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
White Leveling Compound	ND
<b>Composite Non-Asbestos Content:</b>	10% Synthetic Fibers 5% Cellulose 5% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 10-H1-03, Sheet flooring, multi colored sheet flooring and gray mastic in bathroom**

Lab ID-Version‡: 9181424-1

Sample Layers	Asbestos Content
Multicolored Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
White Leveling Compound	ND
<b>Composite Non-Asbestos Content:</b>	10% Synthetic Fibers 5% Cellulose 5% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 10-T-01, Cement, gray cement on exterior walls**

Lab ID-Version‡: 9181425-1

Sample Layers	Asbestos Content
Beige Coating with Paint	2% Chrysotile
Gray Cementitious Material	ND
<b>Sample Composite Homogeneity:</b>	Moderate

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

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Client: Enviro Nova  
C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
Re: 18-135-10; HWY 238 by Pass; City of Hayward, 1026 C Street, Hayward, CA

Date of Sampling: 06-21-2018  
Date of Receipt: 06-25-2018  
Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 10-T-02, Cement, gray cement on exterior walls**

Lab ID-Version‡: 9181426-1

Sample Layers	Asbestos Content
Beige Coating with Paint	2% Chrysotile
Gray Cementitious Material	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-10; HWY 238 by Pass; City of Hayward, 1026 C Street, Hayward, CA

Date of Sampling: 06-21-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 10-C-01, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181427-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-C-02, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181428-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-C-03, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181429-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-C-04, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181430-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-10; HWY 238 by Pass; City of Hayward, 1026 C Street, Hayward, CA

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**ASBESTOS PLM REPORT**

**Location: 10-C-05, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181431-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Cream Tape	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 10-C-06, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181432-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 10-C-07, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181433-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 10-F-01, Base cove, grey base cove with white mastic on floors throughout**

Lab ID-Version‡: 9181434-1

Sample Layers	Asbestos Content
Gray Baseboard	ND
Off-White Mastic	ND
<b>Sample Composite Homogeneity:</b>	Moderate

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**ASBESTOS PLM REPORT****Location: 10-F-02, Base cove, grey base cove with white mastic on floors throughout**

Lab ID-Version‡: 9181435-1

Sample Layers	Asbestos Content
Gray Baseboard	ND
Off-White Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-F-03, Base cove, grey base cove with white mastic on floors throughout**

Lab ID-Version‡: 9181436-1

Sample Layers	Asbestos Content
Gray Baseboard	ND
Off-White Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-X-01, Brick, red brick and grey grout on exterior walls**

Lab ID-Version‡: 9181437-1

Sample Layers	Asbestos Content
Red Brick	ND
Gray Grout	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-X-02, Brick, red brick and grey grout on exterior walls**

Lab ID-Version‡: 9181438-1

Sample Layers	Asbestos Content
Red Brick	ND
Gray Grout	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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**ASBESTOS PLM REPORT**

**Location: 10-W-01, Stucco, grey/white stucco on exterior walls throughout**

Lab ID-Version‡: 9181439-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-W-02, Stucco, grey/white stucco on exterior walls throughout**

Lab ID-Version‡: 9181440-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-W-03, Stucco, grey/white stucco on exterior walls throughout**

Lab ID-Version‡: 9181441-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-W-04, Stucco, grey/white stucco on exterior walls throughout**

Lab ID-Version‡: 9181442-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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**ASBESTOS PLM REPORT**

**Location: 10-W-05, Stucco, grey/white stucco on exterior walls throughout**

Lab ID-Version‡: 9181443-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-W-06, Stucco, grey/white stucco on exterior walls throughout**

Lab ID-Version‡: 9181444-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-W-07, Stucco, grey/white stucco on exterior walls throughout**

Lab ID-Version‡: 9181445-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-Q-01, Carpet glue, yellow carpet glue under carpet throughout**

Lab ID-Version‡: 9181446-1

Sample Layers	Asbestos Content
Yellow Glue	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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**ASBESTOS PLM REPORT**

**Location: 10-Q-02, Carpet glue, yellow carpet glue under carpet throughout**

Lab ID-Version‡: 9181447-1

Sample Layers	Asbestos Content
Yellow Glue	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-Q-03, Carpet glue, yellow carpet glue under carpet throughout**

Lab ID-Version‡: 9181448-1

Sample Layers	Asbestos Content
Yellow Glue	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-Q-04, Carpet glue, yellow carpet glue under carpet throughout**

Lab ID-Version‡: 9181449-1

Sample Layers	Asbestos Content
Yellow Glue	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-Q-05, Carpet glue, yellow carpet glue under carpet throughout**

Lab ID-Version‡: 9181450-1

Sample Layers	Asbestos Content
Yellow Glue	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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**ASBESTOS PLM REPORT**

**Location: 10-J-01, Acoustical ceiling tiles, white acoustical ceiling tiles on ceiling throughout**

Lab ID-Version‡: 9181451-1

Sample Layers	Asbestos Content
Light Gray Ceiling Tile with White Surface	ND
<b>Composite Non-Asbestos Content:</b>	60% Cellulose 30% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 10-J-02, Acoustical ceiling tiles, white acoustical ceiling tiles on ceiling throughout**

Lab ID-Version‡: 9181452-1

Sample Layers	Asbestos Content
Light Gray Ceiling Tile with White Surface	ND
<b>Composite Non-Asbestos Content:</b>	60% Cellulose 30% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 10-J-03, Acoustical ceiling tiles, white acoustical ceiling tiles on ceiling throughout**

Lab ID-Version‡: 9181453-1

Sample Layers	Asbestos Content
Light Gray Ceiling Tile with White Surface	ND
<b>Composite Non-Asbestos Content:</b>	60% Cellulose 30% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 10-A2-01, Sheetrock, white sheetrock and beige compound on walls in kitchen**

Lab ID-Version‡: 9181454-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

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**ASBESTOS PLM REPORT**

**Location: 10-A2-02, Sheetrock, white sheetrock and beige compound on walls in kitchen**

Lab ID-Version‡: 9181455-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 10-A2-03, Sheetrock, white sheetrock and beige compound on walls in kitchen**

Lab ID-Version‡: 9181456-1

Sample Layers	Asbestos Content
White Joint Compound with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 10-H2-01, Sheet flooring, multi colored sheet flooring and mastic in kitchen**

Lab ID-Version‡: 9181457-1

Sample Layers	Asbestos Content
Multicolored Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
Gray Leveling Compound	ND
<b>Composite Non-Asbestos Content:</b>	10% Synthetic Fibers 5% Cellulose 5% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

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**ASBESTOS PLM REPORT**

**Location: 10-H2-02, Sheet flooring, multi colored sheet flooring and mastic in kitchen**

Lab ID-Version‡: 9181458-1

Sample Layers	Asbestos Content
Multicolored Sheet Flooring with Fibrous Backing	ND
Yellow Mastic	ND
Gray Leveling Compound	ND
<b>Composite Non-Asbestos Content:</b>	10% Synthetic Fibers 5% Cellulose 5% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

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**ASBESTOS PLM REPORT**

**Location: 10-S-01, Sink undercoating, black sink undercoating in kitchen**

Lab ID-Version‡: 9181459-1

Sample Layers	Asbestos Content
Black Sink Undercoating	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b> Good	

**Location: 10-R1-01, Roof, black built up rolled roof field**

Lab ID-Version‡: 9181460-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Gray Pebbles	ND
Black Roofing Tar	ND
Black Roofing Felt	ND
<b>Composite Non-Asbestos Content:</b>	25% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 10-R2-01, Roof, black built up rolled roof wall/parapit**

Lab ID-Version‡: 9181461-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Roofing Shingle with Gray Pebbles	ND
Black Roofing Tar	ND
Black Roofing Shingle with Brown Pebbles	ND
Black Roofing Tar	ND
Black Roofing Mastic	3% Chrysotile
<b>Composite Non-Asbestos Content:</b>	25% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Poor

**Location: 10-M-01, Mastic, black roof mastic on roof on HVAC unit and seams**

Lab ID-Version‡: 9181462-1

Sample Layers	Asbestos Content
Gray Coating	ND
Black Roofing Mastic 1	5% Chrysotile
Black Woven Material	ND
Black Roofing Mastic 2	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

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**ASBESTOS PLM REPORT**

**Location: 10-M-02, Mastic, black roof mastic at penetrations with silver paint**

Lab ID-Version‡: 9181463-1

Sample Layers	Asbestos Content
Black Roofing Mastic with Silver Paint	5% Chrysotile
Beige Non-Fibrous Material	ND
<b>Composite Non-Asbestos Content:</b>	2% Talc 2% Wollastonite
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Black Roofing Mastic with Silver Paint inseparable without cross contamination.

**Location: 10-M-03, Mastic, silver tape at HVAC unit**

Lab ID-Version‡: 9181464-1

Sample Layers	Asbestos Content
Gray Tape	ND
<b>Composite Non-Asbestos Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 10-M-04, Mastic, black mastic on roof at seams and corners**

Lab ID-Version‡: 9181465-1

Sample Layers	Asbestos Content
Black Mastic	ND
<b>Sample Composite Homogeneity:</b>	Good

**Location: 10-R3-01, Roof, gray terra cota/ceramic roofing material on roof**

Lab ID-Version‡: 9181466-1

Sample Layers	Asbestos Content
Gray Roof Cement	ND
<b>Sample Composite Homogeneity:</b>	Good

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**ASBESTOS PLM REPORT**

**Location: 10-P1-01, Paint, interior blue paint on ceiling**

Lab ID-Version‡: 9181467-1

Sample Layers	Asbestos Content
Multicolored Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 10-P2-01, Roof, white paint from exterior Fascia**

Lab ID-Version‡: 9181468-1

Sample Layers	Asbestos Content
Multicolored Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Print Count Analysis (400-point)



001949841

Project Name/Address: City of Hayward, 1026 C Street Hayward, California

Project #: 18-135-10

Sampled By: Basil Falcone

Sampling Date 6/21/18

HWY 238 Bypass

Sample(s) Sent To: EMLabs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description: Sheetrock	Quantity:
Sample ID	Sample Location & Material Location	
10-A-01	White Sheetrock and Beige Joint Compound on Walls Throughout	
10-A-02	White Sheetrock and Beige Joint Compound on Walls Throughout	
10-A-03	White Sheetrock and Beige Joint Compound on Walls Throughout	
HM#	Material Description: Sheetrock	Quantity:
Sample ID	Sample Location & Material Location	
10-A-04	White Sheetrock and Beige Joint Compound on Walls Throughout	
10-A-05	White Sheetrock and Beige Joint Compound on Walls Throughout	
10-A-06	White Sheetrock and Beige Joint Compound on Walls Throughout	
HM#	Material Description: Sheetrock	Quantity:
Sample ID	Sample Location & Material Location	
10-A-07	White Sheetrock and Beige Joint Compound on Walls Throughout	
HM#	Material Description: Sheet Flooring	Quantity:
Sample ID	Sample Location & Material Location	
10-H1-01	Multi Colored Sheet Flooring and Gray Mastic in Bathroom	
10-H1-02	Multi Colored Sheet Flooring and Gray Mastic in Bathroom	
10-H1-03	Multi Colored Sheet Flooring and Gray Mastic in Bathroom	
HM#	Material Description: Cement	Quantity:
Sample ID	Sample Location & Material Location	
10-T-01	Gray Cement on Exterior Walls	
10-T-02	Gray Cement on Exterior Walls	

Relinquished By: Basil Falcone

Signature: *[Signature]*

Date/Time: 6-22-18

Received By:

Signature: *[Signature]*

Date/Time: 06/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Total Count Analysis (400-point)



001949841

Project Name/Address: City of Hayward, 1026 C Street Hayward, California

Project #: 18-135-10	Sampled By: Basil Falcone	Sampling Date: 6/21/18
HWY 238 Bypass		Turn Around Time: 5 day
Sample(s) Sent To: EM Labs		
EMAIL TO:	<input checked="" type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com
		<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description: Texture Coat	Quantity:
Sample ID	Sample Location & Material Location	
10-C-01	White Texture Coat on Walls Throughout	
10-C-02	White Texture Coat on Walls Throughout	
10-C-03	White Texture Coat on Walls Throughout	
HM#	Material Description: texture coat	Quantity:
Sample ID	Sample Location & Material Location	
10-C-04	White Texture Coat on Walls Throughout	
10-C-05	White Texture Coat on Walls Throughout	
10-C-06	White Texture Coat on Walls Throughout	
HM#	Material Description: texture coat	Quantity:
Sample ID	Sample Location & Material Location	
10-C-07	White Texture Coat on Walls Throughout	
HM#	Material Description: Bascove	Quantity:
Sample ID	Sample Location & Material Location	
10-F-01	Grey Bascove with White Mastic on Floors Throughout	
10-F-02	Grey Bascove with White Mastic on Floors Throughout	
10-F-03	Grey Bascove with White Mastic on Floors Throughout	
HM#	Material Description: Brick	Quantity:
Sample ID	Sample Location & Material Location	
10-X-01	Red Brick and Grey Grout on Exterior Walls	
10-X-02	Red Brick and Grey Grout on Exterior Walls	

Relinquished By: Basil Falcone Signature: [Signature] Date/Time: 6-22-18

Received By: \_\_\_\_\_ Signature: [Signature] Date/Time: 06/25/18 9:45

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 Analyze All Samples  
 Point Count Analysis (400-point)



001949841

Project Name/Address: City of Hayward, 1026 C Street Hayward, California

Project #: 18-135-10	Sampled By: Basil Falcone	Sampling Date: 6/21/18
HWY 238 Bypass		Turn Around Time: 5 day
Sample(s) Sent To: EM Labs		
EMAIL TO: <input checked="" type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com	<input checked="" type="checkbox"/> Cathorinc Naughton cnaughton@environova.com

HM#	Material Description: Stucco	Quantity:
Sample ID	Sample Location & Material Location	
10-W-01	Grey/White Stucco on Exterior Walls Throughout	
10-W-02	Grey/White Stucco on Exterior Walls Throughout	
10-W-03	Grey/White Stucco on Exterior Walls Throughout	
HM#	Material Description: Stucco	Quantity:
Sample ID	Sample Location & Material Location	
10-W-04	Grey/White Stucco on Exterior Walls Throughout	
10-W-05	Grey/White Stucco on Exterior Walls Throughout	
10-W-06	Grey/White Stucco on Exterior Walls Throughout	
HM#	Material Description: Stucco	Quantity:
Sample ID	Sample Location & Material Location	
10-W-07	Grey/White Stucco on Exterior Walls Throughout	
HM#	Material Description: Carpet Glue	Quantity:
Sample ID	Sample Location & Material Location	
10-Q-01	Yellow Carpet Glue under Carpet Throughout	
10-Q-02	Yellow Carpet Glue under Carpet Throughout	
10-Q-03	Yellow Carpet Glue under Carpet Throughout	
HM#	Material Description: Carpet Glue	Quantity:
Sample ID	Sample Location & Material Location	
10-Q-04	Yellow Carpet Glue under Carpet Throughout	
10-Q-05	Yellow Carpet Glue under Carpet Throughout	

Relinquished By: Basil Falcone Signature: [Signature] Date/Time: 6-22-18

Received By: \_\_\_\_\_ Signature: [Signature] Date/Time: 06/25/18 9:45



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## ACM BULK SAMPLE DATA SHEET

- PLM Analysis
- Stop Analysis at First Positive
- Analyze All Samples
- Point Count Analysis (400-point)



001949841

Project Name/Address: City of Hayward, 1026 C Street Hayward, California

Project #: 18-135-10  
 HWY 238 Bypass

Sampled By: Basil Falcone

Sampling Date 6/21/18

Sample(s) Sent To: EM Labs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	Acoustical Ceiling Tiles
Sample ID	Sample Location & Material Location	Quantity:
10-J-01	White Acoustical Ceiling Tiles on Ceiling Throughout	
10-J-02	White Acoustical Ceiling Tiles on Ceiling Throughout	
10-J-03	White Acoustical Ceiling Tiles on Ceiling Throughout	
HM#	Material Description:	Sheetrock
Sample ID	Sample Location & Material Location	Quantity:
10-A2-01	White Sheetrock and Beige Compound on Walls in Kitchen	
10-A2-02	White Sheetrock and Beige Compound on Walls in Kitchen	
10-A2-03	White Sheetrock and Beige Compound on Walls in Kitchen	
HM#	Material Description:	Sheet Flooring
Sample ID	Sample Location & Material Location	Quantity:
10-H2-01	Multi colored Sheet Flooring and Mastic in Kitchen	
10-H2-02	Multi colored Sheet Flooring and Mastic in Kitchen	
HM#	Material Description:	Sink Undercoating
Sample ID	Sample Location & Material Location	Quantity:
10-S-01	Black Sink Undercoating in Kitchen	
HM#	Material Description	Roof
Sample ID	Sample Location & Material Location	Quantity:
10-R1-01	Black Built up Rolled Roof Field	

Relinquished By:

*Basil Falcone*

Signature:

*Basil Falcone*

Date/Time:

6-22-18

Received By:

Signature:

*PS*

Date/Time:

06/25/18 gms

# ENVIRONOVA

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 San Francisco, CA 94104  
 Tel 415.883.7575  
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## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949841

Project Name/Address: City of Hayward, 1026 C Street Hayward, California

Project #: 18-135-10

Sampled By: Basil Falcone

Sampling Date: 6/21/18

HWY 238 Bypass

Sample(s) Sent To: EM Labs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	Roof
Sample ID	Sample Location & Material Location	Quantity:
10-R2-01	Black Built up Rolled Roof Wall/Parapit	
HM#	Material Description:	Mastic
Sample ID	Sample Location & Material Location	Quantity:
10-M-01	Black Roof Mastic on Roof on HVAC unit and seams	
10-M-02	Black Roof Mastic at Penetrations with Silver Paint	
10-M-03	Silver Tape at HVAC unit	
HM#	Material Description:	Mastic
Sample ID	Sample Location & Material Location	Quantity:
10-M-04	Black Mastic on Roof at Seams and Corners	
HM#	Material Description:	Roof
Sample ID	Sample Location & Material Location	Quantity:
10-R3-01	Gray Terra Cota/Ceramic Roofing Material on Roof	
HM#	Material Description:	Paint
Sample ID	Sample Location & Material Location	Quantity:
10-P1-01	Interior Blue Paint on Ceiling	

Relinquished By:

*Basil Falcone*

Signature:

*Basil Falcone*

Date/Time:

6-22-18

Received By:

Signature:

*PK*

Date/Time:

06/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

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 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (100-point)



001949841

Project Name/Address: City of Hayward, 1026 C Street Hayward, California

Project #: 18-135-10

Sampled By: Basil Falcone

Sampling Date: 6/21/18

HWY 238 Bypass

Sample(s) Sent To: EM Labs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	Quantity:
	<b>Roof</b>	
Sample ID	Sample Location & Material Location	Quantity:
10-P2-01	White Paint from Exterior Fascia	
HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	Quantity:
HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	Quantity:
HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	Quantity:
HM#	Material Description:	Quantity:
Sample ID	Sample Location & Material Location	Quantity:

Relinquished By:

*Basil Falcone*

Signature:

*Basil Falcone*

Date/Time:

6-22-18

Received By:

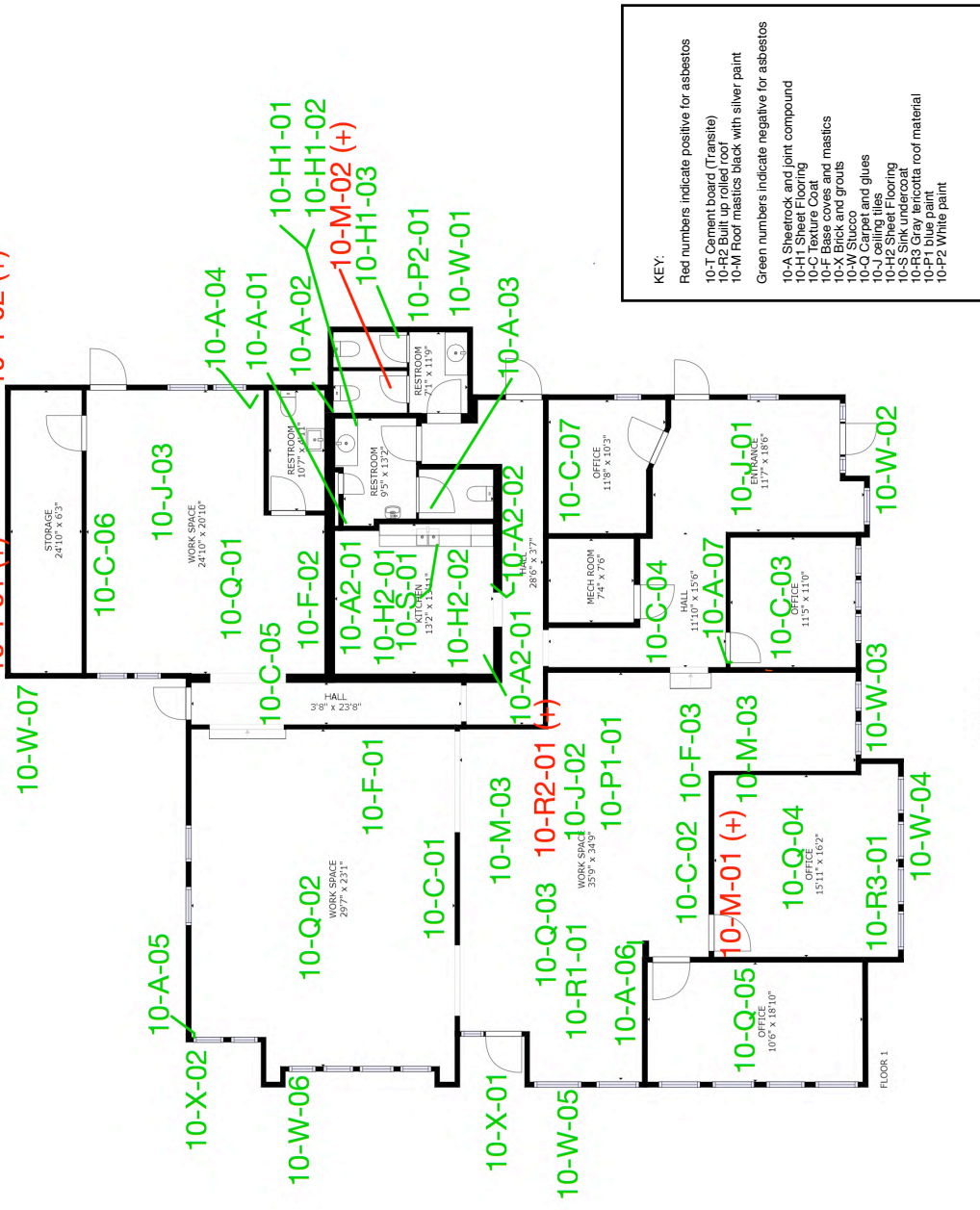
Signature:

*RS*

Date/Time:

06/25/18 9:45

10-T-01 (+)  
10-T-02 (+)



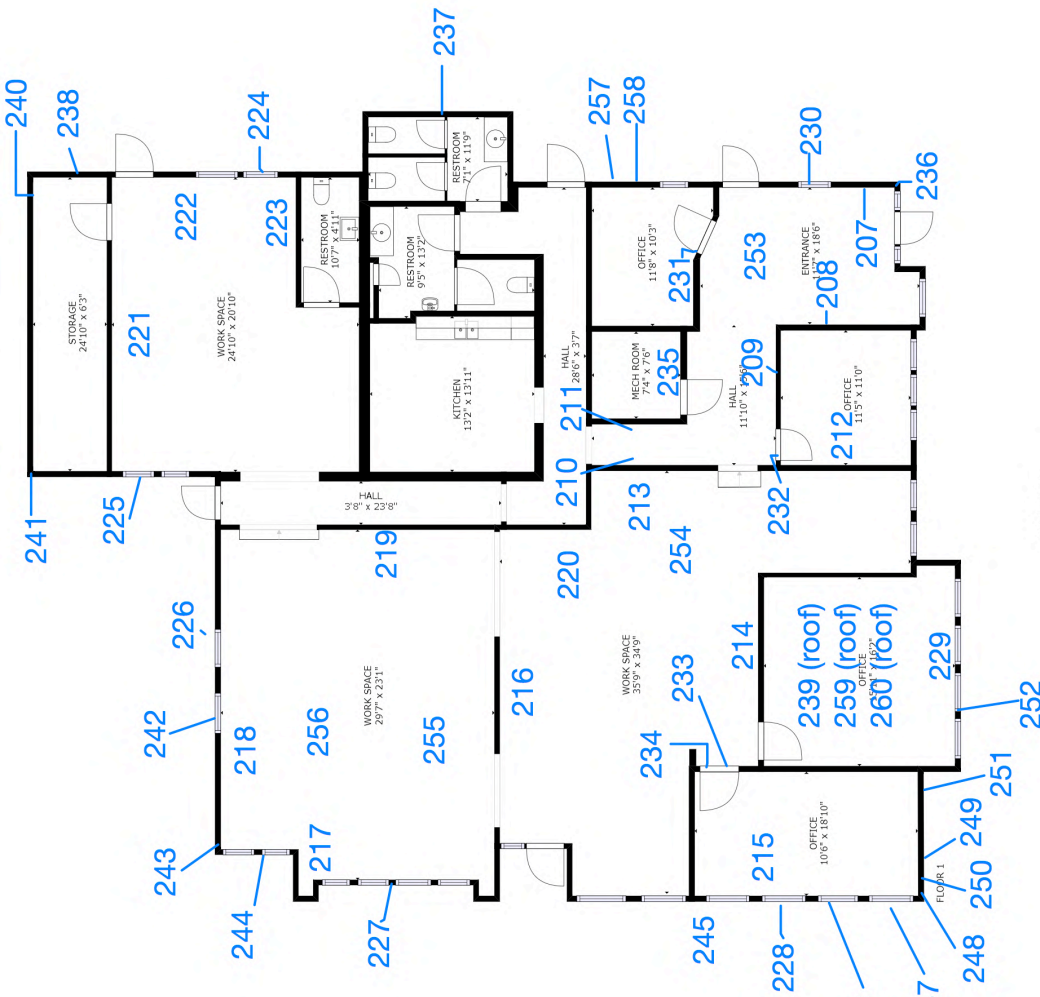
**KEY:**

- Red numbers indicate positive for asbestos
- 10-T Cement board (Transite)
- 10-H2 Built up rolled roof
- 10-W Floor mastic black with silver paint
- Green numbers indicate negative for asbestos
- 10-A Sheetrock and joint compound
- 10-H1 Sheet Flooring
- 10-G Gypsum board
- 10-C Base coats and mastics
- 10-X Brick and grout
- 10-W Stucco
- 10-Q Carpet and glues
- 10-J Ceiling tiles
- 10-S Scaffolding
- 10-S Silk undercoat
- 10-R3 Gray terracota roof material
- 10-P1 blue paint
- 10-P2 White paint

**1026 Ct**

GROSS INTERNAL AREA  
FLOOR 1: 2984 sq ft  
TOTAL: 2984 sq ft  
SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

FLOOR 1



Reading #	Component	Substrate
207	Wall	Sheetrock
208	Wall	Sheetrock
209	Wall	Sheetrock
210	Wall	Sheetrock
211	Wall	Sheetrock
212	Wall	Sheetrock
213	Wall	Sheetrock
214	Wall	Sheetrock
215	Wall	Sheetrock
216	Wall	Sheetrock
217	Wall	Sheetrock
218	Wall	Sheetrock
219	Wall	Sheetrock
220	Wall	Sheetrock
221	Wall	Sheetrock
222	Wall	Sheetrock
223	Wall	Sheetrock
224	Window Sill	Wood
225	Window Sill	Wood
226	Window Sill	Wood
227	Window Sill	Wood
228	Window Sill	Wood
229	Window Sill	Wood
230	Window Sill	Wood
231	Door Frame	Wood
232	Door Frame	Wood
233	Door Frame	Wood
234	Door	Wood
235	Door	Wood
236	Wall	Stucco
237	Wall	Stucco
238	Wall	Stucco
239	Ceiling	Tile
240	Wall	Cnu
241	Wall	Cnu
242	Wall	Stucco
243	Wall	Stucco
244	Wall	Stucco
245	Wall	Stucco
246	Wall	Brick
247	Wall	Brick
248	Wall	Brick
249	Wall	Stucco
250	Wall	Stucco
251	Gutter	Metal
252	Gutter	Metal
253	Column	Metal
254	Column	Metal
255	Column	Metal
256	Column	Metal
257	Eve	Metal
258	Eve	Metal
259	Exhaust	Metal
260	Exhaust	Metal

**1026 C St**

GROSS INTERNAL AREA

FLOOR 1: 2984 sq ft

TOTAL: 2984 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.

**Appendix B-11**

**Parcel 1058 Central Blvd Hayward California**



August 10, 2018

18-135-11

Mr. Kevin Briggs  
City of Hayward  
777 B Street  
Hayward, CA 94541  
Telephone: (510) 583-4760

**Asbestos and Lead Demolition Survey Report  
1058 Central Boulevard  
Hayward, CA**

Dear Mr. Briggs:

Pursuant to your request and authorization, EnviroNova, LLC (EnviroNova), is pleased to present this report to the City of Hayward for the residence located at 1058 Central Boulevard in Hayward, California (Site) for an asbestos and lead demolition survey on the building. All work was conducted by properly certified field and professional staff according to applicable federal, state and local regulations.

On June 20, 2018, EnviroNova collected suspect material samples from areas of the Site where construction activities will disturb flooring, wall, and ceiling materials. The asbestos and lead samples were submitted under chain of custody procedures to Environmental Microbiology Laboratories located in South San Francisco, California. The asbestos samples were analyzed via polarized light microscopy (PLM) in accordance with the method specified in appendix A subpart F 40 CFR part 763, section 1, and the lead samples were analyzed via atomic absorption in accordance with EPA Method 7000B. . Maps detailing sample locations are attached and the internet based matter port virtual tour can be viewed at the following:

<https://my.matterport.com/show/?m=NitrR4ewqQX>

### **ASBESTOS**

Suspect asbestos materials were organized into sixteen (16) homogeneous areas of materials, resulting in thirty-eight (38) bulk samples analyzed. Based on the certified analytical report, seven (7) of the materials sampled tested positive for asbestos and all others were reported as “None Detected”. Table I below summarizes the materials and locations. The certified reports of laboratory analysis and chain of custody documentation are attached.

**Table I – Asbestos Content in Sampled Materials**

Material Description and Location	Asbestos %	TSI	Surfacing	Miscellaneous	RACM	*Cat. I Non-Friable	*Cat. II Non-Friable
Off-white joint compound with paint Throughout and Garage	2% CH		X		X		
Off-white joint compound Throughout	2% CH		X		X		
White ceiling texture Throughout	3% CH		X		X		
Off-white ceiling texture Throughout	<1% - 2% CH		X		X		
Gray transite pipe behind fireplace	15% CH			X			X

CH=Chrysotile Asbestos. AA=Anthophyllite Asbestos \*Point Count Needed to remove RACM designation. ND="Not Detected"

Table II below summarizes the material and location of samples found NOT to contain asbestos. The certified report of laboratory analysis and chain of custody are attached.

**Table II – Materials Found NOT to Contain Asbestos**

Material Description	Material Location
White Plaster	Interior Walls of Residence
Beige Floor Tile + Yellow Mastic	Kitchen Floor
Beige Floor Tile + Yellow Mastic	Hallway Floor
Red Ceramic Tile + Gray Grout	Living Room Fireplace Floor
Red Brick + Gray Grout	Living Room Fireplace Exterior
Yellow Vapor Barrier Paper	Exterior Walls of Residence
Brown Shingle Roofing	Roof of Residence
Black Window Caulking	Garage Window



**Table II – Materials Found NOT to Contain Asbestos (Continued)**

Material Description	Material Location
Black Mastic	Metal Flume on Roof
Gray Stucco	Exterior Walls of Residence
Brown Basecove + Mastic	Kitchen and Hallway Floor

**LEAD**

Paint and ceramic tile from homogeneous areas were analyzed for lead content using a handheld XRF analyzer. Four (4) of the materials tested positive for lead and the remaining materials were negative as defined in Title 8 CCR 1532.1. Table III below summarizes the tested materials and locations. A map showing locations where samples were taken and XRF readings are attached hereto.

**Table III – Lead Content in Paint Materials**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
1058 Central Blvd	83	Living Room	Wall	Plaster	White	Intact	0	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	84	Living Room	Door Frame	Wood	White	Intact	1	mg/cm <sup>2</sup>	Positive
1058 Central Blvd	85	Living Room	Door Frame	Wood	White	Intact	1.9	mg/cm <sup>2</sup>	Positive
1058 Central Blvd	86	Family Room	Wall	Sheetrock	Green	Intact	0	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	87	Family Room	Window Sill	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	88	Kitchen	Door Frame	Wood	Green	Intact	1.3	mg/cm <sup>2</sup>	Positive
1058 Central Blvd	89	Kitchen	Wall	Plaster	White	Intact	0.2	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	90	Hall	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	91	Dining	Window Sill	Wood	Green	Intact	1	mg/cm <sup>2</sup>	Positive
1058 Central Blvd	92	Hall	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	93	Bath	Toilet	Ceramic	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	94	Living Room	Fireplace	Tile	Red	Intact	0.2	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	95	Hall	Door Frame	Wood	White	Intact	0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	96	Hall	Wall	Plaster	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	97	Master Bedroom	Wall	Sheetrock	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	98	Bedroom	Window Sill	Wood	White	Intact	0.9	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	99	Bedroom	Wall	Sheetrock	Green	Intact	-0.2	mg/cm <sup>2</sup>	Negative

**Table III – Lead Content in Paint Materials (Continued)**

Address	Reading #	Room	Component	Substrate	Color	Condition	Concentration	Units	Result
1058 Central Blvd	100	Exterior	Wall	Stucco	Tan	Intact	0	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	101	Exterior	Wall	Stucco	Tan	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	102	Exterior	Wall	Stucco	Tan	Intact	-0.2	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	103	Exterior	Door Frame	Wood	Green	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	104	Exterior	Downspout	Metal	Green	Intact	0.2	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	105	Exterior	Wall	Brick	Red	Intact	0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	106	Exterior	Downspout	Metal	Green	Intact	0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	107	Exterior	Pipe	Metal	Tan	Intact	0.3	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	108	Exterior	Wall	Wood	Green	Intact	0	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	109	Exterior	Wall	Wood	Green	Intact	0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	110	Exterior	Gutter	Metal	Green	Intact	0	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	111	Exterior	Gutter	Metal	Green	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	112	Master Bedroom	Ceiling	Sheetrock	White	Intact	-0.3	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	113	Exterior	Door	Wood	White	Intact	-0.1	mg/cm <sup>2</sup>	Negative
1058 Central Blvd	114	Roof	Exhaust	Metal	Black	Intact	0.1	mg/cm <sup>2</sup>	Negative

### Recommendations

Based upon the results of analyses for asbestos and lead, which indicated that both asbestos and lead were present, EnviroNova recommends a properly certified abatement contractor be utilized to remove/abate asbestos and lead containing materials prior to disturbance related to any demolition activities. Additionally, the removal or abatement activities should be monitored for compliance, and clearance testing of contained areas is recommended before considering the abatement complete.

If other suspect asbestos/lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos/lead. Therefore all new materials must be sampled prior to their disturbance.

### Lead Work Guidelines and Regulations

Loose and flaking paints should be scraped down to intact paint (and the resulting paint chips captured for disposal), prior to demolition by a registered lead abatement contractor. Only components with intact, well-adhered paint will then remain during demolition. Ceramic tile with high lead content should also be removed prior to demolition. The owner or removal/demolition contractor should conduct appropriate segregation of waste created during

the removal or dismantling/demolition process and dispose of the different waste streams in accordance regulatory requirements based on appropriate testing results.

The current Cal/OSHA Lead in Construction Safety Standard (8 CCR 1532.1) regulation applies to all construction work where an employee may be occupationally exposed to lead. Therefore, work performed on surfaces (including manual demolition, scraping, welding, etc.) containing any amount of lead must comply with the standard, including an exposure assessment (personal air monitoring) to determine if the airborne lead exposure levels are within acceptable limits. Therefore, any work performed on a surface containing any amount of lead must comply with this regulation. Any paint not represented by a result that is below the analytical limit of detection should be considered to contain lead and be treated as such until proven otherwise.

Lead waste is considered a hazardous waste if the result of the Toxicity Characterization Leaching Procedure (TCLP) test exceeds 5 mg/liter (5 ppm), under the Resource Conservation and Recovery Act (RCRA), 40 CFR 261, Appendix II. In California, a waste is also considered hazardous if the result of soluble lead content by a Waste Extraction Test (WET) is greater than 5 mg/l, or if the total lead content exceeds 1,000 mg/kg in accordance with Title 22 of the CCR. When TTLC results are below 50 mg/kg, STLC/TCLP limits cannot be exceeded, so the waste is classified as non-hazardous. For detailed regulatory requirements in specific situations, FACS may be consulted, and the applicable regulations should be examined.

As required by the California Department of Public Health, Title 17, Article 16 Regulations, dated January 8, 1999, EnviroNova will forward Form 8552 to CDPH notifying them of the absence of lead-based paint in the areas tested at the subject property.

## **Limitations**

This survey was conducted as a demolition survey. Therefore, EnviroNova followed EPA guidelines and completed sampling of all suspect asbestos and lead materials that were readily accessible in the buildings. Adhering to EPA and OSHA regulations for presumed asbestos and lead containing materials, very limited quantities of suspect materials that were non-accessible, such as HVAC duct systems, inside walls and/or interstitial spaces are assumed to contain asbestos and/or lead. If other suspect asbestos and/or lead-containing materials and/or paint not previously tested are encountered during demolition activities, those materials and/or paint must be assumed to contain asbestos and or lead. Appropriate sampling and analysis of the non-accessible areas, performed according to EPA guidelines, may prove otherwise and negate this assumption. Conclusions and recommendations made regarding hazardous materials are based upon information obtained from samples and tests taken at specific locations and professional judgment. Recommendations in this report are made based on conditions that we reasonably infer to exist between sampling points.

This investigation is limited to the conditions and practices observed and information made available to EnviroNova. The methods, conclusions and recommendations provided are based on EnviroNova's professional judgment, expertise and the standard of practice for professional service. In providing our survey services, EnviroNova performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

The survey was planned and implemented on the basis of a mutually agreed upon scope of work, best practices and EnviroNova's previous experience in performing building surveys for asbestos and lead containing materials. EnviroNova uses only qualified professionals and laboratories to perform building surveys and sample analyses. *PLM is generally not capable of detecting extremely fine fibers (<0.3µm in diameter). Further analysis by transmission electron microscopy is able to detect smaller fibers. However, this is a concern only with certain materials such as floor tiles. Composite 400 point count analysis was not part of the survey and would be need to be performed to remove RACM designation.*

This document was prepared by EnviroNova at the direction of the City of Hayward for the sole use only by the City of Hayward and their sub-contractors for this project, whom are the only intended beneficiaries of this work. No other party should rely on the information contained herein without the prior written consent of EnviroNova. This report and the interpretations, conclusions, and recommendations contained within are based in part on information presented in other documents or by other parties that are cited in the text. Therefore, this report is subject to the limitations and qualifications presented in the referenced information.

EnviroNova appreciates the opportunity to present this report. Please contact Basil Falcone at (415) 599-6657 if you have any questions. We look forward to working with you again.

Respectfully submitted,



A handwritten signature in black ink, appearing to read "John B. Adams".

John B. Adams, CAC (#12-4899)  
Project Environmental Scientist

A handwritten signature in black ink, appearing to read "Basil Falcone".

Basil Falcone, REA, CAC (#04-3597)  
President

Attachments Certified Laboratory Analytical Report  
Chain of Custody Documentation  
Sample Location Maps



Report for:

**Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon**  
**Enviro Nova**  
235 Montgomery Street  
Suite 1105  
San Francisco, CA 94104

---

Regarding: Project: 18-135-11; HWY 238 by Pass; City of Hayward, 1058 Central Blvd, Hayward, CA  
EML ID: 1949828

Approved by:

Approved Signatory  
Danny Li

Dates of Analysis:  
Asbestos PLM: 06-27-2018 and 06-28-2018

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

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All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-11; HWY 238 by Pass; City of Hayward, 1058 Central Blvd, Hayward, CA

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Total Samples Submitted:** 38

**Total Samples Analyzed:** 38

**Total Samples with Layer Asbestos Content > 1%:** 7

**Location: 11-C-01, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181303-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-C-02, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181304-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-C-03, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181305-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-C-04, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181306-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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Client: Enviro Nova  
 C/O: Mr. John Adams, Mr. Basil Falcone, Catherine Nauthon  
 Re: 18-135-11; HWY 238 by Pass; City of Hayward, 1058 Central Blvd, Hayward, CA

Date of Sampling: 06-20-2018  
 Date of Receipt: 06-25-2018  
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**ASBESTOS PLM REPORT**

**Location: 11-C-05, Texture coat, white texture coat on walls throughout**

Lab ID-Version‡: 9181307-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-A-01, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181308-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Tape	ND
White Joint Compound	2% Chrysotile
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b> Moderate	

**Comments:** Drywall not detected.

**Location: 11-A-02, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181309-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Tape	ND
White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b> Moderate	

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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 Date of Report: 07-02-2018

**ASBESTOS PLM REPORT**

**Location: 11-A-03, Sheetrock, white sheetrock and beige joint compound on walls throughout**

Lab ID-Version‡: 9181310-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

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 Re: 18-135-11; HWY 238 by Pass; City of Hayward, 1058 Central Blvd, Hayward, CA

Date of Sampling: 06-20-2018  
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**ASBESTOS PLM REPORT**

**Location: 11-B-01, Plaster, white plaster on walls throughout**

Lab ID-Version‡: 9181311-1

Sample Layers	Asbestos Content
Beige Plaster	ND
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	10% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 11-B-02, Plaster, white plaster on walls throughout**

Lab ID-Version‡: 9181312-1

Sample Layers	Asbestos Content
White Plaster	ND
Beige Plaster	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 11-B-03, Plaster, white plaster on walls throughout**

Lab ID-Version‡: 9181313-1

Sample Layers	Asbestos Content
White Plaster	ND
Beige Plaster	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 11-B-04, Plaster, white plaster on walls throughout**

Lab ID-Version‡: 9181314-1

Sample Layers	Asbestos Content
White Plaster	ND
Beige Plaster	ND
<b>Sample Composite Homogeneity:</b>	Moderate

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**ASBESTOS PLM REPORT**

**Location: 11-B-05, Plaster, white plaster on walls throughout**

Lab ID-Version‡: 9181315-1

Sample Layers	Asbestos Content
White Plaster	ND
Beige Plaster	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 11-V-01, Popcorn ceiling, white spray acoustical ceiling material throughout**

Lab ID-Version‡: 9181316-1

Sample Layers	Asbestos Content
White Ceiling Texture	ND
White Plaster	ND
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 11-V-02, Popcorn ceiling, white spray acoustical ceiling material throughout**

Lab ID-Version‡: 9181317-1

Sample Layers	Asbestos Content
White Ceiling Texture	3% Chrysotile
Off-White Texture with Paint	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Non-Asbestos Content:</b>	15% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 11-V-03, Popcorn ceiling, white spray acoustical ceiling material throughout**

Lab ID-Version‡: 9181318-1

Sample Layers	Asbestos Content
White Ceiling Texture	ND
Off-White Texture (Trace)	< 1% Chrysotile
<b>Sample Composite Homogeneity:</b>	Moderate

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**ASBESTOS PLM REPORT**

**Location: 11-H1-01, Floor tile, beige floor tile with mastic in kitchen**

Lab ID-Version‡: 9181319-1

Sample Layers	Asbestos Content
Off-White Sheet Flooring with Fibrous Backing	ND
White Leveling Compound	ND
Beige Sheet Flooring with Fibrous Backing	ND
<b>Composite Non-Asbestos Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 11-H1-02, Floor tile, beige floor tile with mastic in kitchen**

Lab ID-Version‡: 9181320-1

Sample Layers	Asbestos Content
Off-White Sheet Flooring with Fibrous Backing	ND
White Leveling Compound	ND
<b>Composite Non-Asbestos Content:</b>	25% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 11-H2-01, Floor tile, beige floor tile in hallway with yellow mastic**

Lab ID-Version‡: 9181321-1

Sample Layers	Asbestos Content
Off-White Sheet Flooring with Fibrous Backing	ND
<b>Composite Non-Asbestos Content:</b>	20% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 11-H2-02, Floor tile, beige floor tile in hallway with yellow mastic**

Lab ID-Version‡: 9181322-1

Sample Layers	Asbestos Content
Off-White Sheet Flooring with Fibrous Backing	ND
<b>Composite Non-Asbestos Content:</b>	20% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

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**ASBESTOS PLM REPORT**

**Location: 11-F-01, Base cove, brown base cove with mastic in kitchen and hallway** Lab ID-Version‡: 9181323-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
White Mastic	ND
Brown Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-F-02, Base cove, brown base cove with mastic in kitchen and hallway** Lab ID-Version‡: 9181324-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
White Mastic	ND
Brown Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-G-01, Ceramic tile and grout, red ceramic tile and gray grout on fireplace in living room** Lab ID-Version‡: 9181325-1

Sample Layers	Asbestos Content
Red Tile	ND
White Grout	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-X-01, Brick and grout, red brick and gray grout on fireplace in living room** Lab ID-Version‡: 9181326-1

Sample Layers	Asbestos Content
Red Brick	ND
Gray Grout	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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**ASBESTOS PLM REPORT**

**Location: 11-Y-01, Vapor barrier, yellow vapor barrier paper in exterior walls throughout**

Lab ID-Version‡: 9181327-1

Sample Layers	Asbestos Content
Brown Vapor Barrier	ND
<b>Composite Non-Asbestos Content:</b>	80% Cellulose
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 11-R-01, Shingle roof, brown shingle roofing on roof**

Lab ID-Version‡: 9181328-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Pebbles	ND
<b>Composite Non-Asbestos Content:</b>	10% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 11-R-02, Shingle roof, brown shingle roofing on roof**

Lab ID-Version‡: 9181329-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Pebbles	ND
<b>Composite Non-Asbestos Content:</b>	10% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

**Location: 11-R-03, Shingle roof, brown shingle roofing on roof**

Lab ID-Version‡: 9181330-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Pebbles	ND
<b>Composite Non-Asbestos Content:</b>	10% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Moderate

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**ASBESTOS PLM REPORT**

**Location: 11-U-01, Transite, gray transite cement pipe in closet behind fireplace** Lab ID-Version‡: 9181331-1

Sample Layers	Asbestos Content
Gray Transite	15% Chrysotile
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-N-01, Window caulking, black window caulking on window in garage** Lab ID-Version‡: 9181332-1

Sample Layers	Asbestos Content
Gray Caulk	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-A2-01, Sheetrock, white sheetrock and beige joint compound in garage** Lab ID-Version‡: 9181333-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Tape	ND
Off-White Joint Compound	2% Chrysotile
White Drywall with Brown Paper	ND
<b>Composite Asbestos Fibrous Content:</b> < 1% Asbestos	
<b>Composite Non-Asbestos Content:</b> 15% Cellulose	
<b>Sample Composite Homogeneity:</b> Moderate	

**Comments:** Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided does not follow the guidelines set forth by NVLAP. This analysis was performed by following the NESHAP guidelines.

**Location: 11-A2-02, Sheetrock, white sheetrock and beige joint compound in garage** Lab ID-Version‡: 9181334-1

Sample Layers	Asbestos Content
Off-White Joint Compound with Paint	2% Chrysotile
White Tape	ND
Off-White Joint Compound	2% Chrysotile
<b>Composite Non-Asbestos Content:</b> 15% Cellulose	
<b>Sample Composite Homogeneity:</b> Moderate	

**Comments:** Drywall not detected.

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**ASBESTOS PLM REPORT**

**Location: 11-M-01, Mastic, black mastic on metal flume on roof**

Lab ID-Version‡: 9181335-1

Sample Layers	Asbestos Content
Black Mastic	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-W-01, Stucco, gray stucco on exterior walls throughout**

Lab ID-Version‡: 9181336-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-W-02, Stucco, gray stucco on exterior walls throughout**

Lab ID-Version‡: 9181337-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-W-03, Stucco, gray stucco on exterior walls throughout**

Lab ID-Version‡: 9181338-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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**ASBESTOS PLM REPORT**

**Location: 11-W-04, Stucco, gray stucco on exterior walls throughout**

Lab ID-Version‡: 9181339-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

**Location: 11-W-05, Stucco, gray stucco on exterior walls throughout**

Lab ID-Version‡: 9181340-1

Sample Layers	Asbestos Content
Gray Stucco	ND
White Stucco	ND
Gray Stucco	ND
Light Gray Stucco	ND
<b>Sample Composite Homogeneity:</b> Moderate	

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# ENVIRONOVA

Environmental Health & Safety Program

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Joint Count Analysis (400-point)



001949828

Project Name/Address: City of Hayward, 1058 Central Blvd, Hayward, California		
Project # 18-135-11 11wy 238 Bypass	Sampled By: Basil Falcone	Sampling Date 6/20/18
Sample(s) Sent To: EM Labs		Turn Around Time: 5 day
EMAIL TO:	<input checked="" type="checkbox"/> Basil Falcone bfalcone@environova.com	<input checked="" type="checkbox"/> John Adams jadams@environova.com
		<input checked="" type="checkbox"/> Catherine Naughton cnaughton@environova.com

HM#	Material Description:	Sample Location & Material Location	Quantity:
	texture coat		
11-C-01	White Texture Coat on Walls Throughout		
11-C-02	White Texture Coat on Walls Throughout		
11-C-03	White Texture Coat on Walls Throughout		
	texture coat		
11-C-04	White Texture Coat on Walls Throughout		
11-C-05	White Texture Coat on Walls Throughout		
	Sheetrock		
11-A-01	White Sheetrock and Beige Joint Compound on Walls Throughout		
11-A-02	White Sheetrock and Beige Joint Compound on Walls Throughout		
11-A-03	White Sheetrock and Beige Joint Compound on Walls Throughout		
	Plaster		
11-B-01	White Plaster on Walls Throughout		
11-B-02	White Plaster on Walls Throughout		
11-B-03	White Plaster on Walls Throughout		
	Plaster		
11-B-04	White Plaster on Walls Throughout		
11-B-05	White Plaster on Walls Throughout		

Relinquished By: Basil Falcone Signature: [Signature] Date/Time: 6-22-18

Received By: \_\_\_\_\_ Signature: [Signature] Date/Time: 06/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* P.M. Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (400-point)



001949828

Project Name/Address: City of Hayward, 1058 Central Blvd. Hayward, California

Project #: 18-135-11

Sampled By: Basil Falcone

Sampling Date: 6/20/18

HWY 238 Bypass

Sample(s) Sent To: EM Labs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone

[bfalcone@environova.com](mailto:bfalcone@environova.com)

John Adams

[jadams@environova.com](mailto:jadams@environova.com)

Catherine Naughton

[cnaughton@environova.com](mailto:cnaughton@environova.com)

HM#	Material Description:	Sample ID	Sample Location & Material Location	Quantity:
	<b>Popcorn Ceiling</b>			
11-V-01	White Spray Acoustical Ceiling Material Throughout			
11-V-02	White Spray Acoustical Ceiling Material Throughout			
11-V-03	White Spray Acoustical Ceiling Material Throughout			
	<b>Floor Tile</b>			
11-H1-01	Beige Floor Tile with Mastic in Kitchen			
11-H1-02	Beige Floor Tile with Mastic in Kitchen			
	<b>Floor Tile</b>			
11-H2-01	Beige Floor Tile in Hallway with Yellow Mastic			
11-H2-02	Beige Floor Tile in Hallway with Yellow Mastic			
	<b>Basecove</b>			
11-F-01	Brown Basecove with Mastic in Kitchen and Hallway			
11-F-02	Brown Basecove with Mastic in Kitchen and Hallway			
	<b>Ceramic Tile and Grout</b>			
11-G-01	Red Ceramic Tile and Gray Grout on Fireplace in Living Room			

Relinquished By:

*Basil Falcone*

Signature:

*Basil Falcone*

Date/Time:

6-22-18

Received By:

Signature:

*[Signature]*

Date/Time:

06/25/18

9:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive
- Analyze All Samples
- Point Count Analysis (400-point)



001949828

Project Name/Address: City of Hayward, 1058 Central Blvd. Hayward, California

Project #: 18-135-11

Sampled By: Basil Falcone

Sampling Date: 6/20/18

HWY 238 Bypass

Sample(s) Sent To: EM Labs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone  
 bfalcone@environova.com

John Adams  
 jadams@environova.com

Catherine Naughton  
 cnaughton@environova.com

HM#	Material Description:	Quantity:
	<b>Brick and Grout</b>	
Sample ID	Sample Location & Material Location	Quantity:
11-X-01	Red Brick and Gray Grout on Fireplace in Living Room	
	<b>Vapor Barrier</b>	
Sample ID	Sample Location & Material Location	Quantity:
11-Y-01	Yellow Vapor Barrier Paper in Exterior Walls Throughout	
	<b>Shingle Roof</b>	
Sample ID	Sample Location & Material Location	Quantity:
11-R-01	Brown Shingle Roofing on Roof	
11-R-02	Brown Shingle Roofing on Roof	
11-R-03	Brown Shingle Roofing on Roof	
	<b>Transite</b>	
Sample ID	Sample Location & Material Location	Quantity:
11-U-01	Gray Transite Cement Pipe in Closet Behind Fireplace	
	<b>Window Caulking</b>	
Sample ID	Sample Location & Material Location	Quantity:
11-N-01	Black Window Caulking on Window in Garage	

Relinquished By:

Signature:

Date/Time:

*Basil Falcone*

*Basil Falcone*

6-22-18

Received By:

Signature:

Date/Time:

*[Signature]*

06/25/18 9:45

# ENVIRONOVA

Environmental Health & Safety Management

235 Montgomery Street, Suite 1105  
 San Francisco, CA 94104  
 Tel 415.883.7575  
 Fax 415.883.7475

## ACM BULK SAMPLE DATA SHEET

\* PLM Analysis

- Stop Analysis at First Positive  
 Analyze All Samples  
 Point Count Analysis (100-point)



001949828

Project Name/Address: City of Hayward, 1058 Central Blvd. Hayward, California

Project #: 18-135-11

Sampled By: Basil Falcone

Sampling Date: 6/20/18

HWY 238 Bypass

Sample(s) Sent To: EM Labs

Turn Around Time: 5 day

EMAIL TO:

Basil Falcone

[bfalcone@environova.com](mailto:bfalcone@environova.com)

John Adams

[jadams@environova.com](mailto:jadams@environova.com)

Catherine Naughton

[cnaughton@environova.com](mailto:cnaughton@environova.com)

HM#	Material Description:	Sample Location & Material Location	Quantity:
	<b>Sheetrock</b>		
Sample ID			
11-A2-01	White Sheetrock and Beige Joint Compound in Garage		
11-A2-02	White Sheetrock and Beige Joint Compound in Garage		
	<b>Mastic</b>		
Sample ID			
11-M-01	Black Mastic on Metal Flume on Roof		
	<b>Stucco</b>		
Sample ID			
11-W-01	Gray Stucco on Exterior Walls Throughout		
11-W-02	Gray Stucco on Exterior Walls Throughout		
11-W-03	Gray Stucco on Exterior Walls Throughout		
	<b>Stucco</b>		
Sample ID			
11-W-04	Gray Stucco on Exterior Walls Throughout		
11-W-05	Gray Stucco on Exterior Walls Throughout		

Relinquished By:

*Basil Falcone*

Signature:

*[Signature]*

Date/Time:

6-22-18

Received By:

*[Signature]*

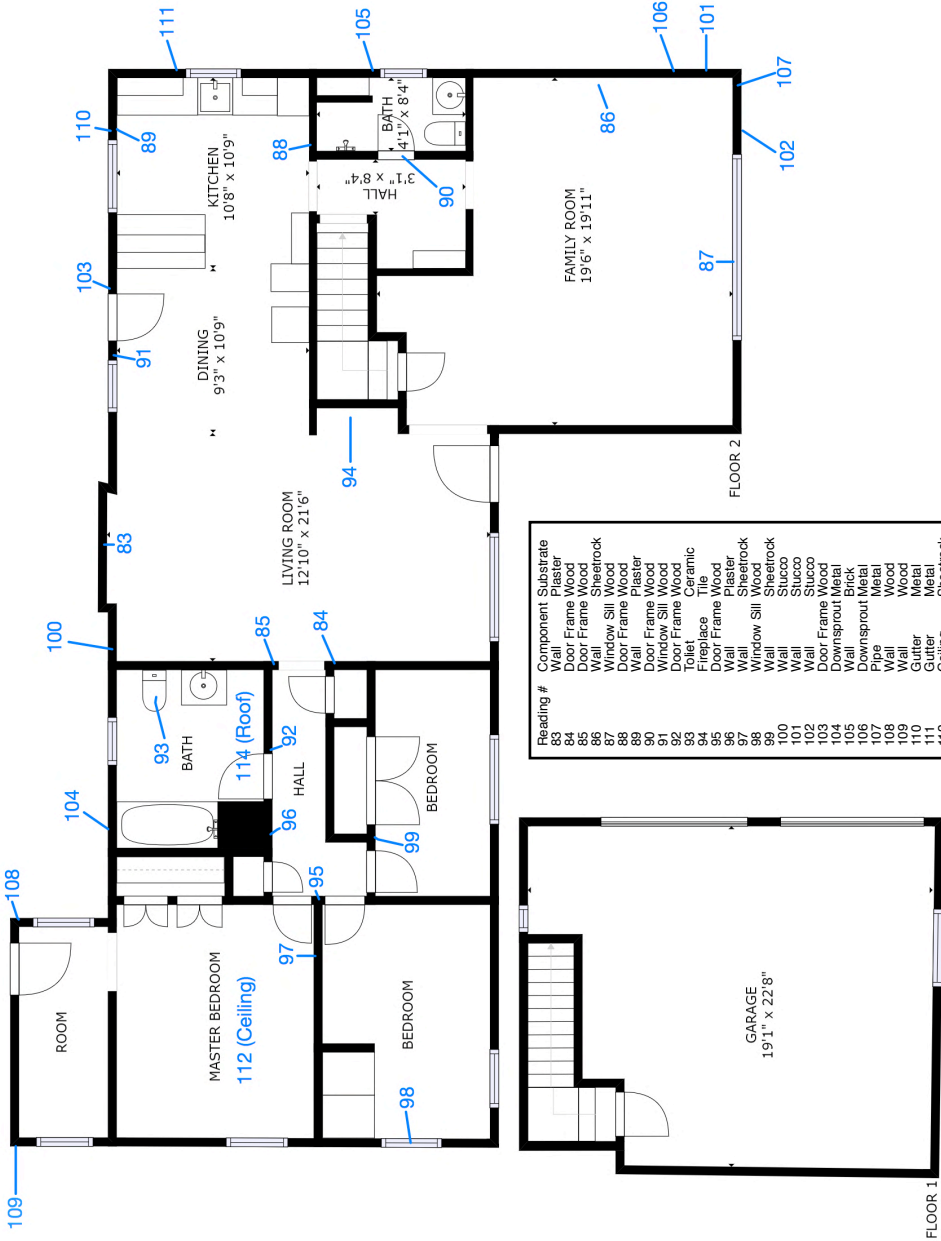
Signature:

*[Signature]*

Date/Time:

06/25/18 9:45





Reading #	Component	Substrate
83	Wall	Plaster
84	Door Frame	Wood
85	Door Frame	Wood
86	Wall	Sheetrock
87	Window Sill	Wood
88	Door Frame	Wood
89	Wall	Plaster
90	Door Frame	Wood
91	Window Sill	Wood
92	Door Frame	Wood
93	Finish	Ceramic Tile
94	Door Frame	Wood
95	Wall	Plaster
96	Window Sill	Wood
97	Wall	Sheetrock
98	Wall	Sheetrock
99	Wall	Stucco
100	Wall	Stucco
101	Wall	Stucco
102	Door Frame	Wood
103	Downspout	Metal
104	Downspout	Metal
105	Downspout	Metal
106	Pipe	Metal
107	Wall	Wood
108	Wall	Wood
109	Gutter	Metal
110	Wall	Sheetrock
111	Ceiling	Wood
112	Door	Sheetrock
113	Door	Wood
114	Exhaust	Metal

**1058 Central Blvd.**

GROSS INTERNAL AREA

FLOOR 1: 36 sq ft; FLOOR 2: 954 sq ft

EXCLUDED AREAS: GARAGE: 383 sq ft

TOTAL: 990 sq ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.