



Yucaipa Valley Water District

Demolition of Structures Located at 35192 Cedar Avenue, Yucaipa

Proposal No. 151201

Response Due and Public Bid Opening

~~January 6, 2016 at 2:00 p.m.~~

January 20, 2016 at 2:00 p.m. [Revised]

Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399

Contact Information:

Mr. John Hull, Public Works Manager
(909) 790-3310

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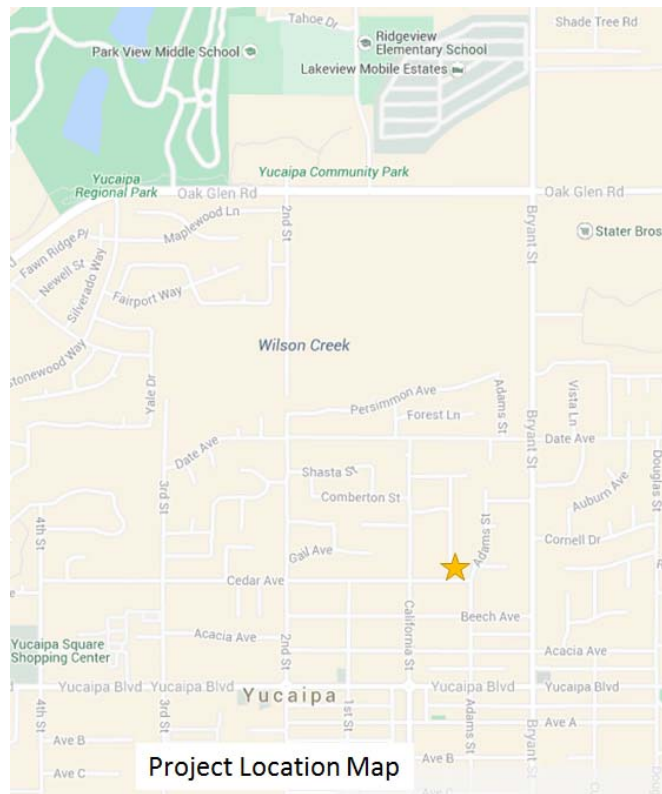
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Introduction

This Request for Proposals (“RFP”) is being issued by the Yucaipa Valley Water District (“District”) to solicit a cost for the demolition of structures located at 35192 Cedar Avenue, Yucaipa. Demolition is defined as the demolition and removal of the building, basement, and foundation, as well as, the demolition and removal of site improvements, including but not limited to retaining walls, paving and foundation landscaping.

Contractors with demonstrated experience in demolition and with an interest in making their services available to the District are invited to respond to this RFP. “Respondents” means the Contractors that submit proposals in response to this RFP. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is licensed and capable of providing the specified services. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP.

Nothing in this RFP shall be construed to create any legal obligation on the part of the District or any respondents. The District reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the District be liable to Respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from the District for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the District and available for public review without limitations. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.



Response Due Date

Due Date: ~~January 6, 2016 by 2:00 pm~~ **January 20, 2016 by 2:00 pm**

Mailing Address / Bid Opening Location: Yucaipa Valley Water District
Attn: John Hull,
12770 Second Street
Yucaipa, California 92399

Project Description

The Yucaipa Valley Water District (“District”) owns property located at 35192 Cedar Avenue, Yucaipa. The unused buildings and facilities will be demolished and removed from the property. The proposed demolition does not include the well site located to the north of the existing building on the property or the existing chain link fence.

Demolition is defined as the destruction and removal of the entire building, basement, and foundation, as well as, the demolition and removal of site improvements, including but not limited to retaining walls, paving and landscaping within the Perimeter of Proposed Demolition unless specifically excluded.

- Limits of demolition and removal of all above ground structures, basement, retaining walls, concrete, asphalt, vegetation, etc... within the identified “Perimeter of Proposed Demolition” as shown.
- A completed project will result in a level area that matches the existing grade in the area beyond the “Perimeter of Proposed Demolition” as shown.
- Demolition activity does not include areas outside of the “Perimeter of Proposed Demolition” and specifically requires the following items to not be disturbed in order to remain “as is”:
 - Existing chain link fence;
 - Existing well facility;
 - Existing water meter; and
 - Asphalt extending more than ten feet east of existing building.



General Obligations of Contractor

1. The selected Contractor will be required to sign the attached Standard Agreement in Appendix A. There will be no negotiation on the language of the attached Standard Agreement.
2. The Contractor shall be licensed by the California Contractors State License Board or other required agencies.
3. The Contractor and Subcontractor must be registered with the Department of

Industrial Relations pursuant to Labor Code section 1725.5

4. The Contractor shall perform all services as expeditiously as is consistent with skill and care and shall complete the services within each and all of the time periods.
5. The Contractor shall comply with the California Fair Employment and Housing Act and all other State, Federal and local laws including, but not limited to, those prohibiting discrimination, on account of race, color, national origin, sexual orientation, religion, age, marital status, gender or disability.
6. The Contractor shall obtain all permits necessary to complete the Project at no additional cost.
7. The Contractor shall provide all supervision, labor, equipment, technical expertise, safety equipment, and service operations to complete the project. All work shall be performed under the supervision of a qualified superintendent of foreman.
8. The designated District Representative shall have sole authority to approve all phases of the project including the quality of work and shall not authorize payment until in his or her opinion the work has been satisfactorily completed.
9. The Contractor shall ensure that employees comply with all California State Industrial regulations and practices.
10. The Contractors' personnel shall conduct themselves in a professional manner at all times. Personnel shall be courteous, neat in appearance, and wear visible Contractor identification including all personal protection equipment. All equipment shall display their company identification, including any Subcontractors.
11. The Contractor shall ensure all Contractor personnel comply with all relevant OSHA, Cal/OSHA, and Labor and Industries work safety regulations at all times they are on the project site. Contractor is responsible for implementing confined space entry procedures in accordance with all relevant laws and regulations.

Scope of Work and Requirements

1. **CONSTRUCTION PERIOD AND REQUIREMENT** - The Contract Work shall be complete within 28 calendar days after date of approval by the District's Board of Directors. Contractor is advised that "Liquidated Damages" of \$250 per calendar day may be assessed for each calendar day that the Work remains incomplete following the date established by the Contract Completion Schedule, as adjusted for due cause by Change Order.
2. **DEMOLITION SPECIFICATIONS** - The Scope of Work and Requirements includes the following:
 - a. Demolition and removal of building, basements, foundations, retaining walls, vegetation within the identified Perimeter of Proposed Demolition.
 - b. Demolition and removal of site improvements, including but not limited to retaining walls, paving and foundation landscaping. Existing trees 4" in diameter, located beyond 25 feet from the structure shall remain and be protected during demolition.
3. **DEFINITIONS**

- a. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain on the District's property.
 - b. Existing to Remain: Protect items indicated to remain against damage during demolition.
4. MATERIALS OWNERSHIP: Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the District's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.
5. SUBMITTALS - Submit each item for information only, unless otherwise indicated.
 - a. Schedule of demolition activities indicating the detailed sequence of demolition and removal work, with starting and ending dates for each activity.
 - b. Inventory of items to be removed and salvaged.
 - c. Landfill records.
6. PROJECT CONDITIONS
 - a. Contractor is responsible to comply with any/all required demolition permits required by local authorities and ordinances.
 - b. Buildings to be demolished will be vacated and their use discontinued before start of Work.
 - c. Conditions existing at time of inspection for bidding purpose will be maintained by the District as far as practical.
 - d. Storage or sale of removed items or materials on-site will not be permitted.
 - e. Landfill Disposal - Contractor shall supply District with a copy of landfill and disposal receipts.
7. EXAMINATION
 - a. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
 - b. Survey the condition of the buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.
 - c. Perform surveys as the Work progress to detect hazards resulting from demolition activities.
8. PREPARATION
 - a. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
 - b. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - c. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

- d. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.
 - e. Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 - f. Protect existing site improvements, appurtenances, and landscaping to remain.
 - g. Use of explosives will not be permitted.
 - h. Pollution Controls - Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S. C. 1857 (C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants on April 6, 1973, (38 F.R. 8820) Asbestos was designated a hazardous air pollutant, and standards were set for its use, and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures.
 - i. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
 - i. Do not create hazardous or objectionable conditions, such as flooding and pollution when using water.
 - j. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - k. Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.
 - l. Contractor shall limit hours of operation to Monday through Friday during the hours of 8:00 a.m. to 3:00 p.m. Special hours of operation outside the normal hours must be approved by the District. Contractor shall limit noise pollution at all times to prevent objectionable conditions.
9. DEMOLITION
- a. Building Demolition: Demolish buildings, structures, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations.
 - b. Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - c. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 - d. Break up and remove concrete slabs.
 - e. Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.
 - f. Below-Grade Construction: Demolish and remove all foundation walls and all below-grade construction.

- g. Basement Excavation - Below grade structures foundation/basement floor shall be totally removed.
 - h. Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with soil materials and sufficient compaction to ensure there is proper drainage and no ponding of water on the site for a minimum period of one year.
 - i. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.
 - j. Special Conditions - The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. *Any* damage to surrounding buildings or property will be repaired by the Contractor at his expense.
10. DISPOSAL OF DEMOLISHED MATERIALS
- a. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - b. Burning: Do not burn demolished materials.
 - c. Transport demolished materials and legally dispose of them.
11. FILL MATERIAL AND COMPACTION - Contractor to provide clean fill material where needed to achieve a consistent grade matching areas not included within the Perimeter of Proposed Demolition such that there is no ponding, depressions or swales. Contractor to provide a compaction report indicating that all fill areas for below-grade demolition results in a minimum 90% compaction for bottom, center and top of filled areas at a location determined by the District staff.
12. MEASUREMENT AND PAYMENT
- a. The work of Building Demolition shall not be paid for separately but shall be included in the lump sum project cost payable within 30 days of receipt of complete invoice.
13. COORDINATION - Contractor shall accommodate District representative who will be monitoring Contractors activities.
14. WORK HOURS - Generally standard work hours shall occur between the hours of 8:00 am to 3:00 pm, Monday through Friday unless authorized by a District representative.
15. HEALTH AND SAFETY - All work shall be done in a safe, workmanlike manner. Work performed, methods, and equipment used shall be in conformance with the prevailing State and Federal Occupational Safety and Health Act. Costs from delays and losses due to Contractor operations not in conformance to these acts, or stoppages by OSHA inspectors or the designated representative, as a result of non-conformance, shall be solely borne by the Contractor.
- All Cal-OSHA and Title 8 requirements shall be followed for access to confined spaces. Confined space entry procedures shall be submitted prior to contract award.
16. LICENSES - Contractor must possess the following Contractor licenses:
- a. Class A General Engineering
17. TRAFFIC CONTROL - The Contractor shall be responsible, during all phases of the work to provide for public safety and convenience. Operations shall be conducted in

such a manner as to cause as little inconvenience as possible to the abutting property owners.

18. **STORMWATER POLLUTION CONTROL** - The Contractor shall exercise every reasonable precaution to prevent the discharge of any material which is not solely stormwater to the storm drain system. Non-allowable discharges include, but are not limited to, eroded soil from stockpiles or disturbed earth on-site, concrete and concrete washout water, saw cut slurry, fuel, oil, and other vehicle fluids, solid wastes, and construction chemicals.

The Contractor will be responsible for the complete cleanup of all material that is discharged from the project(s) in violation of the Discharge Rules. Should the Contractor fail to promptly and effectively clean up such discharges, District may cause the cleanup to be performed by others, the costs to be deducted from any monies due or to become due the Contractor.

19. **SUBCONTRACTORS** - The Contractor may utilize the services of specialty Subcontractors on those parts of the work that, under normal contracting practices, are performed by a specialty Subcontractor. It is understood that at least 50% of the work to be performed shall be performed by the Contractor. Any Subcontractor used must adhere to the same terms as the Contractor. The Contractor shall be fully responsible to the District for the performance of their Subcontractor, and of person either directly or indirectly employed by them.

20. **INSURANCE REQUIREMENTS** - The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-Contractors. All sub-Contractors shall be required to comply with the applicable insurance provisions. The maintenance of proper coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of contract.

The Contractor will be required to provide insurance in accordance with the attached Agreement included in Appendix A.

21. **MAINTENANCE OF RECORDS AND ACCOUNTING** - The Contractor shall maintain, during the Project implementation time and for a period of three (3) years after completion of the Project, accurate and organized records of all costs of any type and all services performed for the Project. District will have the right at any time, including during the performance of all Phases of the Project to audit and copy all such records.

22. **RESPONSE REQUIREMENTS** - All Contractors are required to follow the format specified below. The content of the proposal must be clear, concise, and complete. Each section of the proposal shall be presented according to the outline shown below to aid in expedient information retrieval.

Four (4) copies of the proposal shall be delivered no later than 2:00 P.M. on Wednesday, ~~January 6, 2016~~ January 20, 2016, to:

**Location: Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399**

Please note that faxed copies will not be accepted. Also note that incomplete proposals, incorrect information, or late submittals may be cause for immediate

disqualification. The District reserves the right to amend the Project Information prior to the date that proposals are due. Amendments to the Project Information shall be emailed to all potential Contractors and posted online. The District reserves the right to extend the date by which the proposals are due.

General Response Requirements - Sealed proposals submitted in response to this Project Information shall conform and consist of the information included in Attachment "B".

23. PUBLIC DISCLOSURE - All proposals submitted in response to this Project Information become the property of the District and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. The cover letter of the proposal should contain a paragraph that states whether or not Contractor believes that its proposal does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not Contractor considers such information to be confidential.

In the absence of a declaration, District may be obligated to disclose proposal to any party that requests it. Regardless of assertions of confidentiality, proposal contents may still be disclosed if District, or a court with jurisdiction, determines that such proposal is a public record requiring disclosure.

24. PROPOSAL SCHEDULE - The solicitation receipt and evaluation of proposals and the selection of the Contractor will conform to the following schedule (Note: Dates are subject to change):

- **Distribution of Project Information: Wednesday, December 16, 2015.**
- **Bids Due / Bid Opening: ~~Wednesday, January 6, 2016~~ January 20, 2016 at 2:00 p.m.**
- **Approval of Agreement and Authorization to Proceed: ~~January 20, 2016~~ February 3, 2016.**

25. PROPOSAL SELECTION PROCESS - Award will be based on best value not lowest responsible respondent. Proposals will be considered only in their entirety. The District reserves the right to reject any or all proposals without qualifications, to select a Contractor based on proposals received without interview, and to negotiate specific requirements and costs using the selected proposal as a basis. District reserves the right to discuss and negotiate scope, costs, and schedule as needed. At any time prior to the District executing a Contract with the selected Contractor, if that Contractor cannot meet any of the RFP conditions, the District has the option of selecting another Contractor. The District reserves the right to enter into contracts with multiple Contractors.

26. PROPOSAL EVALUATION CRITERIA - Selection of the Contractor will be based on best ability to respond quickly with appropriate capabilities. Proposals will be evaluated based on best value as determined multiple factors including but not limited to: location, staffing, equipment, past experience, reputation, safety rating, and bond rating.

27. CONTRACT TERMS AND CONDITIONS - Issuance of this Project Information does

not commit District to award a contract, or to pay any costs incurred in the preparation of a response to this request. District retains the right to reject any or all submittals. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful Contractor. No modifications to the standard contract language will be granted.

Each submittal shall be valid for not less than one hundred and twenty (120) days from the date of receipt.

All insurance shall be provided at the sole cost and expense of the firm selected, unless the requirement is modified or waived by the District. District reserves the right to modify the insurance limits or to substitute project insurance during contract negotiations.

The Yucaipa Valley Water District looks forward to receiving a proposal from your company. If you have any questions regarding this information, please contact:

John Hull, Public Works Manager

Phone: (909) 790-3310

Email: jhull@yvwd.dst.ca.us

APPENDIX A

Standard Agreement

**CONTRACT SERVICES AGREEMENT
FOR
CONTRACTOR SERVICES RELATED TO THE
[_____ Insert Name of Project _____]**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made this 20th day of January, 2016, by and between the YUCAIPA VALLEY WATER DISTRICT a special district ("District") and _____ ("Contractor").

NOW THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform all the work set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. Upon completion of all work and services rendered pursuant to this Agreement, the Contractor shall be paid in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by reference, but not to exceed the maximum contract amount of _____ (\$ _____) ("Contract Sum").

2.2 Method of Payment. Provided that Contractor is not in default under the terms of the Agreement, the Contractor shall submit progress payments by the 5th of each month for approval by the Board of Directors at the regular meeting, generally held on the third Wednesday of every month. A 10% retention will be held from each progress payment. Upon completion of the work [and acceptance of final field measurements] a Board authorized Notice of Completion will be filed by the Yucaipa Valley Water District. The 10% retention will be released (35) days after the filing of the Notice of Completion.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor. [Name and Title] is hereby designated as being the principal representative of the Contractor, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith.

3.2 Contract Officer. John Hull, Public Works Manager of the Yucaipa Valley Water District is hereby designated as the representative of the District, authorized to act in its

behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The General Manager of the District shall have the right to designate another Contract Officer by providing notice to the Contractor.

3.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work and services required hereunder without the express written approval of the District. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the District. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Contractor shall perform all work and services required herein as an independent contractor of the District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the District.

4.0 INSURANCE AND INDEMNIFICATION

4.1 The Contractor shall procure and maintain for the duration of the work and services, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees. The Contractor shall purchase and maintain insurance, in amounts equal to the requirements in the form and manner provided for in the Contract Documents. Nothing contained in these insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

Certificates of commercial general liability, automobile liability, and workers compensation insurance, also pollution liability coverage, if requested by the District, to the satisfaction of the District is required.

4.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than:

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

(b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability Insurance. Workers' Compensation limits as required by the Labor Code of the State of California and Employer's Liability in the amount of, at least, \$1,000,000 per accident, for bodily injury and disease.

4.3 Deductibles and Self-insured Retention. Any deductibles of self-insured retention must be declared to and approved by the District. At the option of the District either; the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees, agents or volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expense.

4.4 Other Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, officials, employees, agents or volunteers as additional insured. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, officials, employees, agents or volunteers and their respective insurers. All or said policies of insurance shall provide that said insurance may not be amended or canceled without prior written notice by registered mail to the District. In the event any of said policies of insurance are canceled, the Contractor shall prior to the cancellation date, submit new evidence of insurance in conformance with Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District.

The Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

The insurance required by Agreement shall be satisfactory only if issued by companies to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, the Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the District due to unique circumstance.

4.5 Indemnification. Contractor agrees to indemnify the District, its officers, officials, employees, agents or volunteers against, and will hold and save them and each of them harmless from, any and all actions, suits, claims damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of the Contractor, its agents, employees, or invitees, provided for herein, or arising from the negligent acts or omissions of the Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the District, its officers, officials, employees, agents or volunteers but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the District, its officers, officials, employees, agents or volunteers, who are directly responsible to the District, and its connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the District, its officers, officials, employees, agents or volunteers for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work or services of the Contractor hereunder; and Contractor, agrees to save and hold the District, its officers, officials, employees, agents or volunteers harmless therefrom:

(c) In the event the District, its officers, officials, employees, agents or volunteers is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with negligent performance of or failure to perform the work or services of the Contractor hereunder, Contractor agrees to pay to the District, its officers, officials, employees, agents or volunteers, any and all costs and expenses incurred by the District, its officers, officials, employees, agents or volunteers in such action or proceeding, including but not limited to legal costs and attorneys' fees.

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective from and after the date it is signed on behalf of the District. The Agreement shall continue in full force and effect until completion of the work and services described hereunder. After final inspection, a Notice of Completion will be duly accepted by the Board of Directors and filed by the Yucaipa Valley Water District.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, nation origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, nation origin, or ancestry.

6.2 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this agreement.

6.3 Conflict of Interest. No officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the General Manager and to the attention of the Contract Officer, Yucaipa Valley Water District, P.O. Box 730, Yucaipa, CA 92399, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party

by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration: Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements and understandings, if any, between the parties, and none shall be sued to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit or their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

YUCAIPA VALLEY WATER DISTRICT

By: _____

CONTRACTOR

By: _____

Address:

SCOPE OF SERVICES

Attach Scope of Services

APPENDIX B

Bid Proposal

The undersigned bidder hereby proposes to furnish all labor, materials, equipment, tools, methods, and services necessary to perform all work proposed herein and the undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees, including any amounts payable by the District for taxes which may result from this proposal.

Said bidder fully understands the scope of the work and has checked carefully all words and figures inserted in the Bid and he/she further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Bid.

The undersigned is licensed in accordance with the Laws of the State of California:

License: _____ Number: _____ Class: _____

Said bidder further agrees to complete all work required under the contract within the time stipulated in the Contract Completion Schedule set forth below, and to accept in full payment therefore the price as follows:

Demolition of Structures Located at 35192 Cedar Avenue, Yucaipa

Total Bid in Figures: \$ _____

Total Bid in Words: _____

The Contract Work shall be complete within 20 working days after date of Notice to Proceed.

Dated: _____
_____ (Bidder - Print Name / Title)

(Signature)

Contractor Name: _____

Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

APPENDIX C

Additional Documentation

MASEK CONSULTING SERVICES, INC.

23478 Sandstone St. • Mission Viejo, CA 92692

Phone (949) 581-8503 • FAX (949) 581-8423 • <http://www.masekconsulting.net>

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Saving Money,
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Projects On
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Reducing
Liability*

Asbestos Survey Report

35192 Cedar Avenue Yucaipa, CA

Prepared For The Yucaipa Water District

May 29, 2014

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Our inspection was performed on May 23, 2014.

We intend that anyone reading this report will read the entire report, and that includes all of the attachments, which are part of this report.

Throughout this report "I" and "we" are used. This is a document produced by Masek Consulting Services, Inc., not any person acting independently. We use "we," rather than the awkward repeating of "Masek Consulting Services, Inc." throughout. If multiple certified persons were involved, they are all listed at the end of this report.

Project-Specific Limitations

None. This was a pre-demolition survey. The general limitations at the end of this report apply to all projects.

Company Background

Since 1991 we have produced many provided services at many thousands of properties of all types. Our goals have always been to produce superior reports, offer superior value, and provide superior service. Significantly, about 33% of our revenue has been from sub-consulting work for medium and large consulting companies who demand top quality and choose to trust us to do work for their clients. Our clients include investors, architects, lenders, attorneys, government agencies, property management firms and other consulting firms.

We provide a wide range of services needed for pre-acquisition due diligence of commercial properties and for management and correction of identified hazards or deficiencies. Our services include Phase I Environmental Site Assessments, Phase II Environmental Investigations, mold, indoor air quality, asbestos, lead, PCB, mercury, and other surveys, management plans, Property Condition Assessments (HVAC, structural, electrical, roof, mechanical, parking, Etc.), and related remediation design and documentation services.

Please visit our web site for more information: <http://www.masekconsulting.net>

Findings

A Friable material can be broken, crumbled, pulverized or reduced to powder by hand pressure when dry (e.g. structural fireproofing, pipe insulation, ceiling tile, ceiling texture). Non-Friable materials include items such as vinyl floor tile, mastics, plastic roof cement, stucco, drywall, drywall joint compound, drywall texture, roofing, and sheet vinyl flooring (when in place and in good condition, friable once disturbed). A non-friable material may become friable when disturbed or deteriorated.

Materials Reported To Contain Greater Than Zero, But Less Than 1% Asbestos

Many people, including many in the environmental consulting, abatement contracting, and other contracting industries, do not know that work involving materials which contain less than one percent asbestos is still covered by numerous regulations and laws, and that such materials may not be treated as if they contained no asbestos.

Letters from the federal Occupational Safety and Health Administration interpreting their regulations make it clear that materials containing less than 1% asbestos are still covered by significant portions of their asbestos regulations and that employers must exercise due diligence to avoid violations and exposures to asbestos. Some of those are:

A letter dated April 17, 1997 to Mr. Leon Petrakis states that the OSHA standard covers both "asbestos" and "asbestos-containing materials" and that "asbestos that is present in percentages less than one percent continues to be covered by the OSHA standard."

A letter dated August 13, 1999 to Mr. Walter Chun regarding demolition (including during renovation) of materials containing less than one percent asbestos makes several key points:

- The contractor has an implied obligation to determine if the materials contain some asbestos and must exercise due diligence to identify the presence of asbestos in materials, even if the owner has provided a proper asbestos inspection / survey showing that the materials are not ACMs (materials containing more than 1% asbestos). An investigation of whether any of the materials are prone to contain some amount of asbestos which is less than or equal to 1% would be one example of action the employer must take in order to meet the test of exercising due diligence.
- Unless the contractor produces an initial negative exposure assessment showing that neither PEL will be exceeded, they must comply with the many elements of the standard that are applicable when either asbestos PEL is exceeded.
- Even if neither asbestos permissible exposure limit (PEL) is exceeded or might be exceeded, the use of wet methods and prompt clean-up and disposal of wastes and debris, as well as record keeping requirements associated with the negative exposure assessment, still apply.
- Employees who are working while the contractor seeks to produce a negative exposure assessment must be provided with the protective clothing described in 29 CFR 1926.1101(l), at least half-mask air-purifying respirators with high efficiency filters, and training that meets the mandates of 29 CFR 1926.1101(k)(9)(viii).

A letter dated February 1, 2005 to Mr. Skip Bolding indicates that removal of drywall is Class II work if any of the components of the drywall system (e.g. the drywall joint compound) contain more than 1% asbestos. It goes on to state that if none of the components contain more than 1% asbestos, the requirements depend on whether the employee exposures to airborne asbestos exceed either the 30-minute or 8-hour PELs. Even if neither PEL is exceeded, wet methods, prompt clean-up and disposal of wastes and debris contaminated with asbestos in leak-tight containers, and prohibitions against the use of high speed abrasive saws without HEPA-filtered exhaust, compressed air removal, and employee rotation to lower exposure still apply.

The California Code of Regulations, Title 8, Chapter 3.2. California Occupational Safety and Health Regulations (DOSH or CAL/OSHA), Subchapter 2. Regulations of the Division of Occupational Safety and Health, Article 2.5. Registration – Asbestos-Related Work, Sub-section 341.6. Registration Requirements, defines an Asbestos Containing Construction Material (ACCM) as any manufactured construction material which contains more than 1/10th of 1% (0.1%) asbestos by weight.

There are several issues:

- 1) The Polarized Light Microscopy (PLM) method commonly used really only has a resolution of about 1%.
- 2) The analytical method and laboratory accreditation people require that the laboratory report seeing asbestos in a sample, even if they do not see enough to feel comfortable calling it 1%. We have seen such samples which we have collected under a PLM microscope, and a sample prepared by the National Voluntary Laboratory Accreditation Program with 0.3% asbestos, and the asbestos was clearly visible in those samples.
- 3) Many of the materials contains binders and such which obscure the asbestos fibers, especially the finer fibers.
- 4) Materials such as stucco have an inconsistent asbestos content, as they were field mixed (We have met "old-timers" in the construction industry who told us that they used one coffee can of asbestos per mixer barrel of stucco).
- 5) In our experience, materials reported by the laboratory as containing a "trace" or "less than 1%" asbestos usually contain more than one percent asbestos, but to determine the true content requires costly additional analysis (analysis by a Transmission Electron Microscope, the only proper method for additional analysis of non-friable materials, as PLM point counting is only for friable materials). Due to the increased costs, few clients ever request anything beyond routine PLM analysis.
- 6) Both EPA and OSHA regulate asbestos, so the regulations of both, and corresponding state and local regulations, must be considered.
- 7) Unless there is negative exposure assessment data to prove otherwise, materials containing less than 1% asbestos must be removed using all of the normal procedures and precautions in order to comply with the OSHA regulations (see below).

Homogeneous Areas and Samples

Damage may be physical, due to deterioration, or due to water. Significant Damage means 10% or more evenly distributed, or 25% or greater localized damage. Damage means less than 10% damage (e.g. abraded, gouged, blistered, peeling, crumbling). Good means no or very little damage or deterioration.

Materials may be disturbed by contact, vibration, or air erosion, and all of those possible sources of disturbance are considered in determining if there is potential for significant damage, potential for damage, or low potential for damage.

Taking all of those factors into consideration, Asbestos Containing Materials (ACMs) are categorized according to the following Hazard Rank scale:

- worst 7 - Friable with significant damage
- 6a - Friable with damage and potential for significant damage
- 6b - Non-Friable with significant damage and potential for more significant damage
- 5a - Friable with damage and potential for damage
- 5b - Non-Friable with significant damage and potential for additional damage
- 5c - Non-Friable with damage and potential for significant damage
- 5d - Friable in good condition and potential for significant damage
- 4a - Non-Friable with significant damage and low potential for disturbance
- 4b - Friable with damage and low potential for disturbance
- 3a - Friable in good condition and potential for damage
- 3b - Non-Friable with damage and potential for damage
- 3c - Non-Friable in good condition and potential for significant damage
- 2a - Friable in good condition and low potential for disturbance
- 2b - Non-Friable with damage and low potential for disturbance
- 2c - Non-Friable in good condition and potential for damage
- best 1 - Non-Friable in good condition and low potential for disturbance

Category I non-friable ACM is any asbestos-containing packing, gasket, resilient floor covering or asphalt roofing product which contains more than one percent (1%) asbestos as determined using polarized light microscopy (PLM) according to the method specified in Appendix A, Subpart F, 40 CFR Part 763. (Sec. 61.141), or assumed to be such.

Category II non-friable ACM is any material, excluding Category I non-friable ACM, containing more than one percent (1%) asbestos as determined using polarized light microscopy according to the methods specified in Appendix A, Subpart F, 40 CFR Part 763 that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. (Sec. 61.141), or assumed to be such.

If all or portions of materials which contain asbestos are removed (using typical methods and equipment), the following disposal codes indicate how the waste should be removed and disposed: F - Friable (hazardous) asbestos waste or NF - Non-friable, non-hazardous asbestos waste.

All materials for which there are entries in the "Hazard Rank" and "Waste" columns are assumed to be Asbestos Containing Materials (ACMs), even if the laboratory results show 1% or less asbestos content.

Homogeneous Area (an area of material uniform in color, texture, construction or application date and general appearance)	Sample Number	Sample Location If one or more samples contain asbestos, the entire homogeneous area must be treated as asbestos containing	Lab. Result % or None Detected	Asbestos Containing Materials	
				Hazard Rank	Waste
tar paper under tar & rocks	35912-1	on the high roof	ND		
	35912-2	on the low roof	ND		
plastic roof cement spots, Roughly 10 sq. Ft.	35912-3	at the HVAC conduit on the roof	4	1	NF
	35912-4	at the electrical conduit	4		
orangeburg pipe insulation	35912-5	at the electrical unit on the roof	ND		
window putty, Roughly 64 window panes	35912-6	on the window in front	<1	5c	NF
	35912-7	window on the side	2		
top layer of 9x9 vinyl floor tile throughout, except for the elevated portion of the building, Roughly 270 Sq. Ft.	35912-8	near the back door	<1	3c	NF
	35912-12	in the side office	<1		
mastic adhering the top layer of 9x9 vinyl floor tile	35912-9	near the back door	ND		
	35912-13	in the side office	ND		
bottom layer of vinyl floor tile, Roughly 270 Sq. Ft.	35912-10	near the back door	3	1	NF
	35912-14	in the side room	3		
mastic adhering the bottom layer of vinyl floor tile	35912-11	near the back door	ND		
	35912-15	in the side room	ND		
wood fiber 1x1 ceiling tile throughout	35912-16	in the side room	ND		
	35912-18	near the rear entrance	ND		
	35912-17	in the middle room, laying on the floor	ND		

Building Description

The subject property contains an abandoned office building built in the 1950's comprising of roughly 600 square feet. The exterior is finished with concrete block walls. The roof is covered with tar & rocks. The interior is finished with wood fiber board walls, wood fiber 1x1 ceiling tiles on splines, 9x9 vinyl floor tile and carpet.

Photographs



Photo 1: The exterior



Photo 2: A typical lower level interior area with two layers of 9" x 9" vinyl floor tile and wood fiber wall panels



Photo 3: Typical ceiling tile which are mechanically attached

Recommendations

All persons who read and use this report should read the entire report and all of the attachments.

Information on laws and regulations is provided as a convenience, not as a substitute for proper legal advice and review of the entire text of the applicable laws and regulations.

Disturbance of materials which contain asbestos requires compliance with numerous laws and regulations. Every contractor working on existing buildings must properly deal with asbestos and lead to comply with the applicable laws and regulations.

Limitations of Polarized Light Microscopy (PLM) Analytical Methods

It is possible that materials reported to contain less than 1% asbestos by Polarized Light Microscopy (PLM) analysis may or may not actually contain asbestos. Non-friable Organically Bound (NOB) such as floor tiles (vinyl and asphalt), roofing materials, mastics, and caulking may contain asbestos which is tightly bound to the matrix material and therefore not easily isolated and detected by microscopy. PLM also cannot detect asbestos fibers less than 0.2 microns in diameter. Because asbestos fibers found in NOB materials are often less than 0.1 microns in diameter, this method can sometimes yield low estimates or even false negative results.

In situations where just one sample from a homogeneous area is reported to contain less than 1% asbestos, clients may wish to have such samples re-analyzed using a Transmission Electron Microscope (TEM). However, roughly 80% of such samples we have submitted for re-analysis using a Transmission Electron Microscope (TEM), have been reported to contain over one percent, and usually several percent, asbestos. Still, laboratory analysis is far less expensive than abatement. In the absence of additional data, we assume that such homogeneous areas are ACMs.

In situations in which two or more samples from a homogeneous area are reported to contain asbestos, especially from materials such as drywall joint compound, we assume that the material is an Asbestos Containing Material. We do not recommend additional analysis in such situations, as additional analysis of such samples we have collected has always shown that the materials are ACMs.

In New York, both PLM and TEM analysis is required in order to declare that samples of NOB materials do not contain asbestos. Clients in other areas who wish to minimize their liability and potential for incurring costs related to exposure to asbestos should also consider having non-friable organically bound materials samples reported as "none detected" under PLM analysis re-analyzed by TEM.

Advance Notification Is Required Prior To Asbestos Abatement Work:

California has many Air Pollution Control Districts (APCDs) and Air Quality Management Districts (AQMDs): Amador, Antelope Valley, Bay Area, Butte, Calaveras, Colusa, Eastern Kern, El Dorado, Feather River, Glenn, Great Basin, Imperial, Lake Lassen, Mariposa, Mendocino, Modoc, Mojave Desert, Monterey Bay, North Coast, Northern Sierra, Northern Sonoma, Placer, Sacramento, San Diego, San Joaquin, San Luis Obispo, Santa Barbara,

Shasta, Siskiyou, South Coast, Tehama, Tuolumne, Ventura, and Yolo-Solano. In most of them, the federal asbestos NESHAP (National Emission Standard for Hazardous Air Pollutant) provisions requiring a two week advance notification for removal of more than 160 square feet or 260 linear feet of asbestos containing materials apply. In the South Coast Air Quality Management District (SCAQMD) which encompasses Los Angeles, Orange, Riverside, and parts of San Bernardino Counties, a ten working day advance notification must be given for work on more than 100 square feet of asbestos containing material. SCAQMD has an agreement with US EPA to administer the asbestos NESHAP. Rule 1403 is their asbestos regulation regarding notification and asbestos removal and demolition work. Their Rule 222 governs use of negative air machines and HEPA vacuums for asbestos work. Before starting work, the current notification requirements should be verified. Notification is also required prior to demolition. The company or organization actually doing the work is responsible for notification.

Asbestos abatement contractors must display a posting board at each work location, and it should contain copies of their notification, license, OSHA temporary job site notification, and other information such as the location of emergency medical facilities. Copies of the AHERA training, annual asbestos worker medical exam, and latest respirator fit test report for each worker and supervisor must be on site.

Notifications to Employees, Contractors, Tenants, and the Public:

- 1) Building owners must notify their employees and other owners (e.g of tenant companies) within 15 days of their knowledge of the presence of asbestos containing materials (Connelly Act, AB 3713, California Health and Safety Code, Section 25915), and annually thereafter.
- 2) Federal OSHA construction asbestos regulations, 29CFR1926.1101 (k), and the corresponding California regulations, apply to communication of hazards during construction activities.
- 3) Federal OSHA general industry asbestos regulations, 29CFR1910.1001(j)(2)(i), and the corresponding California regulations, require that building owners determine the presence, location, and quantity of materials which contain asbestos at the work site, and inform employees about the presence and location of those materials. Again, tenants are not employees. While this aspect of the regulation is widely ignored, as most commercial building have either not been inspected for asbestos, or only partially inspected, we suggest that all building owners implement an asbestos management (O&M) program based on at least a walkthrough asbestos survey. Asbestos was used in many common building materials up to the late 1980s, so having an asbestos management program in place minimizes liability and costs.
- 4) Federal OSHA general industry asbestos regulations, 29CFR1910.1001(j)(2)(iii) requires that building owners inform employers of employees, and employers inform employees who will perform housekeeping activities in areas which contain asbestos (actual or presumed) of the presence and location of those materials which may be contacted during such activities.
- 5) Federal OSHA general industry asbestos regulations, 29CFR1910.1001(j)(4)(i), and the corresponding California regulations, require that building owners or employers affix

or post labels or signs so that employees will be notified of what materials contain, or are presumed to contain, asbestos. The labels are to be attached in such areas where they will clearly be noticed by employees who are likely to be exposed, such as at the entrance to mechanical room/areas. The labels must comply with the requirements of 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard, and must include the following information:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

6) There is a slight variation in wording of the warnings in California's Connelly Act, AB 3713, California Health and Safety Code, Section 25915:

CAUTION.
ASBESTOS.
CANCER AND LUNG DISEASE HAZARD.
DO NOT DISTURB WITHOUT PROPER TRAINING AND EQUIPMENT

so we usually develop signs and labels which are a combination of the California and OSHA wording.

7) In a January 24, 1996 letter to Ms. Lisa K. Rushton interpreting their 29CFR1910.1101 and 29CFR1926.1101 regulations, OSHA stated: "Signs and labels are required to be posted on or near the product. However, it is generally not feasible to put labels on walls and floors. If it is not feasible, alternatives may be used. For example, if asbestos containing floors are being serviced by employees using a common equipment room day after day, then a sign or label for the asbestos flooring can be posted in that room."

8) California's Connelly Act, AB 3713, California Health and Safety Code, Section 25915, Sub-Section 25915.5 states: "An owner required to give notice to employees pursuant to this chapter, in addition to notifying his or her employees, shall mail, in accordance with this subdivision, a copy of that notice to all other persons who are owners of the building or part of the building, with whom the owner has privity of contract. Receipt of a notice pursuant to this section by an owner, lessee or operator shall constitute knowledge that the building contains asbestos-containing construction materials for purposes of this chapter. Notice to an owner shall be delivered by first-class mail addressed to the person and at the address designated for the receipt of notices under the lease, rental agreement, or contract with the owner. "

9) The California Proposition 65 notification signs which building owners (excepting many

or most government buildings) should have posted on your buildings cover many materials and substances, but they are not sufficient for notifying employees or contractors working on the building.

Contractor / Employer Registration / Licensing

An employer who will be engaging in asbestos-related work involving 100 square feet or more of surface area of asbestos-containing construction material must be registered with DOSH. Asbestos abatement contractors must have this registration in addition to a contractor's license, so they are typically used to perform such work. The square footage of ACCM to be disturbed is computed by adding up the surface area of all ACCMs which will be handled during the course of the work being performed by the employer, even if it is in noncontiguous locations in all of the buildings, structures, premises, fixtures, machinery or other areas which will be handled during the course of the work for which the employer has contracted, whether pursuant to single or multiple contracts with the same hirer. This generally means that a licensed asbestos abatement contractor must be utilized, unless a particular employer feels that they will have enough asbestos work that training and equipping some of their staff and becoming registered is cost effective.

If the work involves less than 100 sq. ft. of ACCM, the employer must send a simple "report of use" to Cal/OSHA. All other occupational health and safety work rule requirements apply- especially those from Title 8 of the California Code of Regulations, 1529. For more information about "reports of use" and the database of carcinogen use reports, call 415-703-5190. Also, see 8 CCR 5203, the Carcinogen Report of Use Requirements.

More information may be found on the DOSH web site.

OSHA Asbestos Regulations:

The federal OSHA asbestos regulations for the construction industry are contained in 29CFR1926.1101. The corresponding California regulations are at California Code of Regulations, Title 8 - Industrial Relations, Division 1- Industrial Relations, Chapter 4 - Division of Industrial Safety, Sub-chapter 4 - Construction Safety Orders, Article 4 - Dusts, Mists, Fumes, Vapors, and Gases, §§1529. Asbestos.

All of these OSHA regulations use the following definitions:

ACM is Asbestos Containing Material (also ACBM, which is Asbestos Containing Building material)

PACM is Presumed Asbestos Containing Material;

Surfacing Material is material that is sprayed, troweled-on or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members; and,

TSI is Thermal System Insulation (e.g. pipe and boiler insulation).

The California regulations mirror the federal OSHA regulations, and defines four classes of work

on asbestos containing materials:

"Class I asbestos work" means activities involving the removal of TSI and surfacing ACM and PACM.

"Class II asbestos work" means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

"Class III asbestos work" means repair and maintenance operations, where "ACM", including TSI and surfacing ACM and PACM, is likely to be disturbed. "Disturbance" means activities that disrupt the matrix of ACM or PACM, crumble or pulverize ACM or PACM, or generate visible debris from ACM or PACM. Disturbance includes cutting away small amounts of ACM and PACM, no greater than the amount which can be contained in one standard sized glove bag or waste bag in order to access a building component. In no event shall the amount of ACM or PACM so disturbed exceed that which can be contained in one glove bag or waste bag which shall not exceed 60 inches in length and width.

"Class IV asbestos work" means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean up dust, waste and debris resulting from Class I, II, and III activities.

The regulations require that all Class I, II and III asbestos work shall be conducted within regulated areas, with all of the related requirements for demarcation, signs, respirators, and so forth.

All asbestos work performed within regulated areas must be supervised by a competent person. A competent person for Class I and Class II work must be trained as an asbestos supervisor, as originally defined in the US EPA Asbestos Hazard Emergency Response Act (AHERA), 40 CFR 763 - available on the US EPA web site.

For Class III work, the competent person need only have the 16 hour training required for maintenance and custodial staff who disturb ACMs (also known as Operations & Maintenance or O&M training).

The OSHA regulations at 29CFR1926.1101(k)(9)(iii) require that training of workers for Class I operations and for Class II operations that require the use of critical barriers (or equivalent isolation methods) and/or negative pressure enclosures be the equivalent in curriculum, training method and length to the EPA Model Accreditation Plan (MAP) asbestos abatement workers training (40 CFR Part 763, subpart E, appendix C). However, 1926.1101(k)(9)(iv)(A) covering work with asbestos containing roofing materials, flooring materials, siding materials, ceiling tiles, or asbestos cement panels, allows a much shorter 8 hour training class for workers. That shorter class must include "hands-on" training and all the elements included in paragraph (k)(9)(viii) of that section, plus the specific work practices and engineering controls set forth in paragraph (g) of that section which specifically relate to the category of work to be performed.

Many private training facilities provide the asbestos supervisor and worker initial and annual refresher training classes, as well as the O&M training classes. Unless it is reasonably certain that the supervisor and workers will never need to disturb more than the small amount of ACM allowed under Class III, they need the normal AHERA supervisor and worker classes.

Despite the small size of Class III projects, they must be conducted using engineering and work practice controls which minimize the exposure to employees performing the asbestos work and to bystander employees:

- (A) The work shall be performed using wet methods.
- (B) To the extent feasible, the work shall be performed using local exhaust ventilation.
- (C) Where the disturbance involves drilling, cutting, abrading, sanding, chipping, breaking, or sawing of thermal system insulation or surfacing material, the employer shall use impermeable drop cloths, and shall isolate the operation using mini-enclosures or glove bag systems or another isolation method.
- (D) Where the employer does not produce a "negative exposure assessment" for a job, or where monitoring results show the PEL (Permissible Exposure Limit) has been exceeded, the employer shall contain the area using impermeable drop cloths and plastic barriers or their equivalent, or shall isolate the operation using another listed and compliant control system.
- (E) Employees performing Class III jobs, which involve the disturbance of thermal system insulation or surfacing material, or where the employer does not produce a "negative exposure assessment" or where monitoring results show a PEL has been exceeded, shall wear respirators which are selected, used and fitted according to the applicable regulations.

Federal OSHA published a nice informal summary of their asbestos regulations for the construction industry, publication OSHA3096, Revised in 2002. It is available online.

All Field Personnel Should Have Basic Asbestos Training

All contractors working on existing buildings should see that all of their field personnel have at least the two hour asbestos awareness training, and that any of their employees who will be performing work involving spot disturbances / removal of materials which contain asbestos have the 16 hour training needed for performing OSHA Class III asbestos work.

Exposure Assessment Programs Are Mandatory

All contractors should have well organized asbestos exposure assessment programs and exposure assessment databases. Exposure assessment is mandatory, and until exposure assessment data is obtained, contractors must provide respiratory protection and other measures which could be very inconvenient, cumbersome, and expensive. Exposure assessment data is generally only good for one year, so ongoing collection of data avoids

having out of date exposure assessment data. It also builds up a nice database of information to show that the contractor is in compliance with the applicable laws and regulations and that workers are not being improperly exposed.

Exposure assessment data is collected for workers with similar experience and training performing similar tasks. It is important to organize the exposure assessment data in the contractor's database by tasks and experience.

The actual data collection involves placing personal air pumps on the belts of the workers being monitored, with a filter cassette hanging over their shoulder and clipped to their collar so that it is in their "breathing zone." Asbestos exposure assessments require both 30-minute "excursion" (highest exposure) sample and 8 hour samples. Lead exposure assessments require 8 hour samples (a typical work shift). It is important to record the sample information - flow rate, work task being monitored, and worker experience. The filter cassettes should be properly labeled and are submitted to a laboratory for analysis of the lead or asbestos content.

Once initial exposure assessment data is obtained, the Contractor need only provide the respiratory protection and other measures indicated by the exposure assessment data for each task-experience combination.

The federal Occupational Safety and Health Administration (OSHA) Respiratory Protection Standard is 29 CFR 1910.134. Employees who are required to wear respirators must be provided with training on the use of the respirator, and a physical examination by a doctor to show that they are fit to wear a respirator. They must be offered a selection of respirators or different brands and sizes to find one that fits well, and must be fit tested (once per year) to see that the respirator seals well when they are wearing it.

Scope of Services

We performed a visual examination of those areas to determine the overall construction and usage of the building(s) and to plan and coordinate the survey work, taking into account any information provided on the age and construction of the building(s). We examined any plans and documents supplied to us determine if any ACMs were specified and to provide information on remodeling or renovation work. Areas of potential ACM were identified using the available information on the age of the building, construction materials present and the consultant's expertise.

Asbestos Containing Materials (ACMs) Which Are Banned

It is important not to view the dates of the laws / regulations which banned the materials listed below as absolute cut-off dates. In many cases, the laws / regulations allowed suppliers to sell their existing supplies, and the manufacturers may not have immediately been aware of the new laws / regulations. For example, we have spoken with a large manufacturer of drywall joint compound in southern California and learned that they were still manufacturing drywall joint compound with asbestos in the middle 1980s. Our experience inspecting thousands of buildings of all types also confirms that asbestos containing drywall joint compound was used in many buildings constructed in the middle 1980s.

- Spray applied fireproofing was banned by the 1973 Clean Air Act (CAA) Asbestos National Emission Standard for Hazardous Air Pollutant (NESHAP);
- Wet-applied and pre-formed (molded) asbestos pipe insulation and pre-formed (molded) asbestos block insulation on boilers and hot water tanks were banned by the 1975 Clean Air Act (CAA) Asbestos National Emission Standard for Hazardous Air Pollutant (NESHAP);
- Spray applied decorative ACM (e.g. acoustic ceiling texture) was banned by the 1978 Clean Air Act (CAA) Asbestos National Emission Standard for Hazardous Air Pollutant (NESHAP);
- Patching compounds which are used to cover, seal or mask cracks, joints, holes and similar openings in the trim, walls, ceiling, etc. of building interiors (also used to create textured effects) which a consumer can purchase (those where the sale or use of the product by consumers is facilitated, and those containing respirable free form asbestos which are used in residences, schools, hospitals, public buildings or other areas where consumers have customary access) were banned by the US Consumer Product Safety Commission (CPSC) in 1978 - see 16 CFR 1304;
- Artificial emberizing materials (ash and embers) containing respirable freeform asbestos (generally packaged in an emberizing kit for use in fireplaces, and designed for use in such a manner that the asbestos fibers can become airborne under reasonably foreseeable conditions of use were banned by the US Consumer Product Safety Commission (CPSC) in 1978 - see 16 CFR 1305;
- Spray-on application of materials containing more than 1% asbestos to buildings, structures, pipes, and conduits unless the material is encapsulated with a bituminous or resinous binder during spraying and the materials are not friable after drying was banned by the 1990 Clean Air Act (CAA) Asbestos National Emission Standard for Hazardous Air Pollutant (NESHAP);
- Asbestos paper products (flooring felt, roll board, and corrugated, commercial, or specialty paper) were banned by the Toxic Substances Control Act (TSCA) - On July 12, 1989, the US EPA issued a final rule banning most asbestos-containing products. While most of that regulation was overturned by the Fifth Circuit Court of Appeals in New Orleans in 1991, the bans on these materials were affirmed; and,
- Products that have not historically contained asbestos, otherwise referred to as "new uses" of asbestos were banned by the Toxic Substances Control Act (TSCA) - On July 12, 1989, the US EPA issued a final rule banning most asbestos-containing products. While most of that regulation was overturned by the Fifth Circuit Court of Appeals in New Orleans in 1991, the bans on these materials were affirmed.

Various asbestos containing materials were specifically listed as NOT banned by the US EPA's guidance document of May 18, 1999, but this list is far from comprehensive, as many other common materials which are not banned are not listed:

- Troweled-on Surfacing Materials (e.g. cement stucco and gypsum plaster);
- Asbestos-cement corrugated sheet, shingles, flat sheet, millboard, and pipe;
- Asbestos clothing for adults;
- Pipeline wrap;
- Roofing felt;
- Vinyl-asbestos floor tile;
- Automatic transmission components;
- Clutch facings;
- Friction materials;
- Brake pads, linings, and blocks;
- Gaskets;
- Non-roofing coatings; and,
- Roof coatings.

Which Materials Commonly Contain Asbestos?

The list in the table below was developed based on US EPA publications and our experience performing asbestos surveys / inspections of thousands of buildings of all types.

While the production and usage of some have been banned, and most others are simply no longer produced or installed, many are still legal and new products containing asbestos could appear on the market, so this list may become out of date.

Suspect Material	Typically Friable In Place?	Typically Friable If Disturbed?	Notes and <u>Approximate Usage Dates</u>
Acoustic Ceiling Texture	Yes	Yes	Through the mid to late 1970s
Acoustic Plaster	Yes	Yes	Through the mid 1970s

Suspect Material	Typically Friable In Place?	Typically Friable If Disturbed?	Notes and Approximate Usage Dates
Adhesives / Mastics (flooring, mirror, pipe insulation, etc.)	No	No	Through the 1980s
Asphalt Floor Tile	No	Maybe	Through the 1960s
Blown-in Insulation	Yes	Yes	Prior to the mid 1970s
Boiler and Vessel Insulation	Yes	Yes	Through the mid-1970s
Breeching / Flue Insulation	Yes	Yes	Through the mid 1970s
Caulking and Sealants	No	No	Through the mid-1980s
Ceiling Tiles and Lay-in or Suspended Ceiling Panels	Yes	Yes	Prior to the early 1970s, often are heavy and have a "layered" internal appearance
Ceramic Tile Grout	No	No, dust is	Into the 1980s
Chalkboards	No	No	Into the 1970s
Concrete block filler (used to smooth the rough surface)	No	No	Through the 1970s and into the 1980s
<p>Drywall (also known as Gypsum Wallboard or the brand name Sheetrock). Due to imprecise use of English, and confusion between composite and discrete layer sampling, some people may mistakenly believe that drywall itself is a suspect material. Some have loosely used the term "wallboard" to refer to asbestos-cement panels used as wall covering. Indeed, for quite a few years we sampled drywall. Finally tiring of wasting time and money sampling a material which was never, ever positive, we investigated. We discovered these problems, and a situation in which mistakes in one document (e.g. the sloppy use of the imprecise term "wallboard") repeated in other documents. All the times we have asked, people stating that drywall might contain asbestos have not been able to produce an example of it.</p>			
Drywall Joint Compound (Also Known As Mud, Sometimes Also Used as a Skim or Texture Coat)	No	Yes	Manufactured and applied through the mid-1980s
Ducts (Made of Corrugated Asbestos Covered with Aluminum on the Inside and Outside, one common brand is Alumabestos)	Yes	Yes	Through the mid 1980s
Duct Insulation (corrugated or paper)	Yes	Yes	Sometimes found on register boots and ducts through the mid-1980s

Suspect Material	Typically Friable In Place?	Typically Friable If Disturbed?	Notes and <u>Approximate Usage Dates</u>
Electric Wiring Insulation	Yes	Yes	Prior to the 1970s in some cables and wires, through the 1980s in some heating appliances and machinery
Electrical Panel Partitions and/or Arc Chutes	No	No	Used through the 1970's
Elevator Equipment Panels	No	No	Through the 1970's
Elevator Brake Shoes	No	No	Many still in use
Fiber-Cement Conduits	No	No	Through the 1980's
Fiber-Cement Ducts (one common brand is Transite)	No	No	Common for underground HVAC ducts through the 1980s
Fiber-Cement Flues (one common brand is Transite)	No	No	Used through the 1980s, although usage tapered off sharply after the 1970's
Fiber-Cement Sheets - Interior, Exterior, or in Freezers/Chillers, (some made with wood patterns, one common brand is Transite)	No	No	Used through the 1970s, with some usage in the 1980s
Fiber-Cement Pipes (one common brand is Transite)	No	No	Through the 1980's and some may still be in use
Fiber-Cement Cooling Tower Slats and Other Components (one common brand is Transite)	No	No	Through the 1980s
Fire Blankets	Yes	Yes	Prior to the 1980s
Fire Curtains	Yes	Yes	Prior to the 1980s
Fire Door Interior Insulation	No (covered)	Yes	Through the 1970s
Fireproofing Materials (as on structural steel)	Yes	Yes	Through the mid to late 1970s
Flexible Duct Connectors (also known as vibration cloths)	Yes	Yes	Soft woven cloth, easy to differentiate from fiberglass or rubber

Suspect Material	Typically Friable In Place?	Typically Friable If Disturbed?	Notes and <u>Approximate Usage Dates</u>
Gaskets	No	Yes	Still in use
Electrical Ducts	No	No	Through the 1970s
Laboratory Hoods/Table Tops	No	No	Trough the 1980s
Mastics (floor tile, mirror, ceiling tile, etc.)	No	No	Through te 1980s
Paint - textured or elastomeric / coatings	No	Maybe	Through the mid to late 1970's
Packing Materials (for valves or for wall/floor penetrations)	No	Yes	Through the 1980s
Pipe Insulation (corrugated air-cell, block, etc.)	Yes	Yes	Through the 1970s
Plaster (interior gypsum plaster, which typically consists of two or more layers	No	Yes	Rare, used prior to the mid 1970's
Plastic Roof Cement (typically applied at flashings, joints, and penetrations, may brands are still manufactured with asbestos)	No	No	Very common, still legally manufactured, sold and applied
Roofing Felt / Tar paper	No	No	Through the 1970's and into the 1980s
Roofing Shingles or Roll Roofing	No	No	Through the 1970s and into the 1980s
Sheet Vinyl Flooring	No	Yes	Through the 1980s
Silver Roof Paint	No	No	Through the 1970s and into the 1980s
Spackling Compounds	No	Yes	Through the 1970s
Spray-Applied Insulation	Yes	Yes	Through the mid to late 1970s

Suspect Material	Typically Friable In Place?	Typically Friable If Disturbed?	Notes and <u>Approximate Usage Dates</u>
Stucco, or Cement Plaster, which typically consists of two or more layers	No	No, dust is	Generally, used through the 1980s, but in early 2006 an Arizona regulator told us that a wholesaler in the Phoenix area imports asbestos and sells it to contractors who mix it into stucco
Tank and Vessel Insulation	Yes	Yes	Through the mid to late 1970s
Taping Compounds (drywall joint compound)	No	Yes	Through the mid 1980s
Terrazzo	No	No, dust is	Until the late 1970s or early 1980s
Textured Paints / Coatings (paints made with texture, not texture applied before painting)	No	Maybe	Through the 1970s
Thermal Paper Products	Yes	Yes	Through the 1970s
Vinyl Floor Tile	No	No	Through the mid 1980s
Vinyl Wall Coverings	No	No	Rare, used through the 1970s
Window Putty	No	Maybe	Though the 1970s

Asbestos Sampling

Representative samples of potential / suspect ACM were collected after identification of homogeneous sampling areas (these are areas in which the materials are uniform in color, texture, construction or application date and general appearance) of potential ACM. Each homogeneous area of potential ACM was observed for material type, location, condition, and friability. Representative samples were collected from each area of potential ACM, excepting areas which were inaccessible, or areas of assumed ACM. The building(s) was examined for the presence of previous or multiple layers of materials, if applicable. If no suspect materials were identified, or if only materials assumed to contain asbestos were identified, no samples were collected.

Most of the laws and regulations regarding asbestos sampling reference the AHERA section on sampling (40CFR763.86). Of course, non-suspect materials such as wood, foam, fiberglass, plastic, and metal, and glass are not sampled. Suspect materials may be assumed to contain asbestos or may be sampled as follows:

Friable Surfacing Material, which is a friable suspect material sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes:

- At least three bulk samples from each homogeneous area that is 1,000 ft² or less;
- At least five bulk samples from each homogeneous area that is greater than 1,000 ft² but less than or equal to 5,000 ft²; and,
- At least seven bulk samples from each homogeneous area that is greater than 5,000 ft².

Friable Thermal System Insulation, which is a friable suspect material applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes:

- At least three bulk samples from each homogeneous area;
- At least one bulk sample from each homogeneous area of patched thermal system insulation if the patched section is less than 6 linear or square feet; and,
- In a manner sufficient to determine whether the material is ACM or not ACM, bulk samples from each insulated mechanical system where cement or plaster is used on fittings such as tees, elbows, or valves.

Friable Miscellaneous Materials, which are interior building materials on structural components, structural members or fixtures, such as ceiling tiles:

- Bulk samples from each homogeneous area in a manner sufficient to determine whether the material is ACM or not ACM.

Nonfriable Materials which are interior building materials on structural components, structural members or fixtures, such as floor tiles:

- In a manner sufficient to determine whether the material is ACM or not ACM, bulk samples from each homogeneous area.

Given the lack of detailed guidance regarding miscellaneous materials, the judgement and experience of the consultant are important factors in determining the appropriate number of samples. For example, we know that drywall joint compound is difficult for the laboratories to analyze due to the presence of binders and such and the relatively low asbestos content, so we collect more samples from an area of it than we would from a similar area of a material such as sheet vinyl flooring which is very easy to analyze and which typically was made with a relatively high asbestos content.

Reasonable care was taken to reduce accidental fiber release into the building environments. In order to reduce the potential for fiber release while collecting samples of suspect materials, the test areas were sprayed with a water-containing surfactant. The tools used for collection of samples were cleaned with soapy water-soaked cloths between samples in order to avoid cross-contamination of samples. The samples were placed into heavy plastic sample bags which were then sealed and labeled. The location, type, and other information on each sample were recorded.

Asbestos Laboratory Analysis

A chain-of-custody form accompanied the samples to the laboratory. The samples were analyzed by an NVLAP accredited laboratory using the Polarized Light Method (PLM, EPA 600/R-93/116 and/or EPA 600/M4-82-020600M4). The PLM method is, by far, the most commonly used method to analyze bulk materials for the presence of asbestos. This method utilizes the optical properties of minerals to identify the selected constituent. The use of this method enables identification of the type and approximate percentage of asbestos in a given sample. The detection limit of the PLM method for asbestos identification is about one percent by volume.

General Limitations

The conclusions presented in this report are professional opinions based on the indicated data described in this report. Opinions and recommendations presented herein apply to site conditions existing at the time of the site visit(s). Changes in the conditions of the property may occur with time due to natural processes or various activities on the subject property. Changes in applicable codes and standards may also occur as a result of legislation or the broadening of knowledge. Accordingly, this report may become invalid. This report is intended only for the client, purpose, location, and project indicated. The only persons or companies which may rely on it are our client, an abatement contractor hired by our client, and the client of our client when we are sub-consultants. All others may not rely upon this report without having a contract in place with us. We do not warrant that the information supplied to us by others is accurate.

Reports such as this prepared by any consultant are never intended to be definitive studies of the presence of asbestos at the subject properties. Other locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. For pre-demolition surveys of vacant buildings, we do not hesitate to examine the structure in several areas, looking for multiple layers of materials and materials which are under other materials. We very, very rarely miss anything. However, we are performing surveys, not demolition work, so may not see things such as a patch of floor tile hidden under carpeting, and not detected by our typical examination of the area under the carpet at a corner(s) or existing hole(s). We examine the structure(s) in several locations, but do not pull up all of the carpet, or cut holes in floors and walls everywhere, as that would constitute demolition work, not survey work. Elevator brakes are not sampled, as they are the responsibility of the elevator maintenance firm only, and to avoid damage to the brake. We generally assume that plastic roof cement contains asbestos, as asbestos plastic roof cement is very common and is still legally manufactured, sold, and applied. Location and sampling of underground items, such as asbestos-cement pipes, would have been outside of

the scope of services for this project.

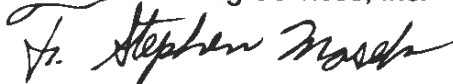
Regulatory Compliance

The report meets and exceeds the requirements of all applicable laws and regulations. If someone unfamiliar with our reports, after reading this entire report and all of the attachments, has any questions regarding where specific information is found, they should contact us by phone or E-mail, and we will direct them to the appropriate places in this report.

Consultant Background

The inspection and sampling portions of the survey and professional aspects of the report preparation were performed by Mr. F. Stephen Masek. Mr. Masek has performed thousands of environmental inspections in a wide variety of commercial and government buildings, including airports, military bases, high-rise buildings, apartment buildings, shopping centers, schools, office buildings, hospitals, retail buildings, factories, recreation facilities, warehouses, residences and R&D buildings. Mr. Masek has been a California Certified Asbestos Consultant since the certification program started in 1992, and has been an asbestos consultant since 1990. Mr. Masek has been a California certified lead Inspector / Risk Assessor since 1993. He has extensive experience in related environmental services. He obtained a B.S.B.A. degree from Washington University in St. Louis (1980). He is a member of Mensa, the high IQ society. As an active member of ASTM, he has contributed to the revisions to the ASTM Phase I Environmental Site Assessment Standard, was chairman of an asbestos survey task group, and helped write portions of the ASTM Property Condition Assessment standard. He has written numerous magazine articles and has spoken at local, state, and national conventions. He also provides expert witness services.

Sincerely,
Masek Consulting Services, Inc.



F. Stephen Masek
President
California Certified Asbestos Consultant #92-0822
E-Mail: stephenmasek@masekconsulting.net

Sketch and Laboratory Report Attachments

The attachments are important parts of this report.

The chain of custody form(s) is/are part of the laboratory report(s), and is/are one of the pages counted in the report(s).

Avoiding laboratory bias is done by minimizing the information provided to the laboratory. Therefore, we do not give information to the laboratory about which samples are or are not homogeneous, where they were collected, the full address of the building, and the name of the owner, as such information could be the cause of laboratory bias.

A sketch follows.

The four page asbestos laboratory report, number 121402270, prepared by EMSL Analytical, Inc. follows.



EMSL Analytical, Inc.

3366 West Catalina Drive, Phoenix, AZ 85017
 Phone/Fax (602) 276-4344 / (602) 276-4053
<http://www.EMSL.com> phoenixlab@emsl.com

EMSL Order: 121402270
 CustomerID: 32MASE50
 CustomerPO:
 ProjectID:

Attn: **Stephen Masek**
Masek Consulting Services, Inc.
23478 Sandstone
Mission Viejo, CA 92692
 Project: 35192 Cedar Ave.

Phone: (949) 581-8503
 Fax:
 Received: 05/27/14 9:30 AM
 Analysis Date: 5/28/2014
 Collected:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
35192-1 121402270-0001		Black Fibrous Heterogeneous	10% Glass	90% Non-fibrous (other)	None Detected
35192-2 121402270-0002		Black Fibrous Heterogeneous	10% Glass	90% Non-fibrous (other)	None Detected
35192-3 121402270-0003		Gray/Black Fibrous Heterogeneous		96% Non-fibrous (other)	4% Chrysotile
35192-4 121402270-0004		Gray/Black Fibrous Heterogeneous		96% Non-fibrous (other)	4% Chrysotile
35192-5 121402270-0005		Black Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (other)	None Detected
35192-6 121402270-0006		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	<1% Chrysotile
35192-7 121402270-0007		Brown Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
35192-8 121402270-0008		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	<1% Chrysotile

Analyst(s)

 Bradley Orłowski (11)
 Cheryl Replogle (7)

Michelle Wilson
 Michelle Wilson, Laboratory Manager
 or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-fragile organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%
 Samples analyzed by EMSL Analytical, Inc. Phoenix, AZ NVLAP Lab Code 200811-0, AZ0837

Initial report from 05/29/2014 11:29:55



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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
35192-9 121402270-0009		Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
35192-10 121402270-0010		Brown Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
35192-11 121402270-0011		Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
35192-12 121402270-0012		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	<1% Chrysotile
35192-13 121402270-0013		Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
35192-14 121402270-0014		Brown Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
35192-15 121402270-0015		Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
35192-16 121402270-0016		Tan Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (other)	None Detected

Analyst(s)
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or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Phoenix, AZ NVLAP Lab Code 200811-0, AZ0937

Initial report from 05/29/2014 11:29:55



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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
35192-17 121402270-0017		Tan/White Fibrous Heterogeneous	99% Cellulose	1% Non-fibrous (other)	None Detected
35192-18 121402270-0018		Tan/White Fibrous Heterogeneous	99% Cellulose	1% Non-fibrous (other)	None Detected

Analyst(s)

 Bradley Orłowski (11)
 Cheryl Replogle (7)

Michelle Wilson

 Michelle Wilson, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Phoenix, AZ NVLAP Lab Code 200811-0, AZ0937

Initial report from 05/29/2014 11:29:55

OrderID: 121402270

121402270

Chain Of Custody To:

- EMSL Analytical, Inc. at 200 Route 130 North, Cinnaminson, NJ 08077 Ph. 856-858-4800
- LA Testing 520 Mission St. ; S. Pasadena, CA 91030; Ph. 323-254-9960
- LA Testing 11652 Knott Avenue, Unit F5 Garden Grove, CA 92841 Ph. 714-828-4999
- EMSL Analytical, Inc. 3356 W. Catalina, Phoenix, AZ 85017 Ph: 602-276-4344

From: Masek Consulting Services, Inc. (customer number 32MASE50)
23478 Sandstone St. Mission Viejo, CA 92692
Phone: (949) 581-8503 • FAX: (949) 581-8423
E-mail: stephenmasek@masekconsulting.net

EMSL's Federal Express Account 2148-0319-4

Project Name: 35192 Cedar Ave.

Enclosed are 18 samples numbered 35192-1 fold

First positive Stop on the following samples: N/A

PLM TEM(AHERA / LEVEL II / bulk) Lead (1 wipe) Other: _____

Turnaround (from the day & hour the samples are received at the lab to the day and hour we receive the complete final report with all signatures): 3 Day 48 Hour 24 Hour 6 hour 3 hour

Only analyze the numbered materials listed on the sample bags. If a bag containing a sample of floor tile has just one sample number, analyze the tile only. If we want mastic analyzed, we will give it a sample number. If a bag contains drywall joint compound, analyze just that, unless we also give a sample number for texture, and/or drywall. The same goes for all other samples.

E-mail the results with the countersigned chain of custody to stephenmasek@masekconsulting.net

Samples collected and relinquished by F. Stephen Masek:

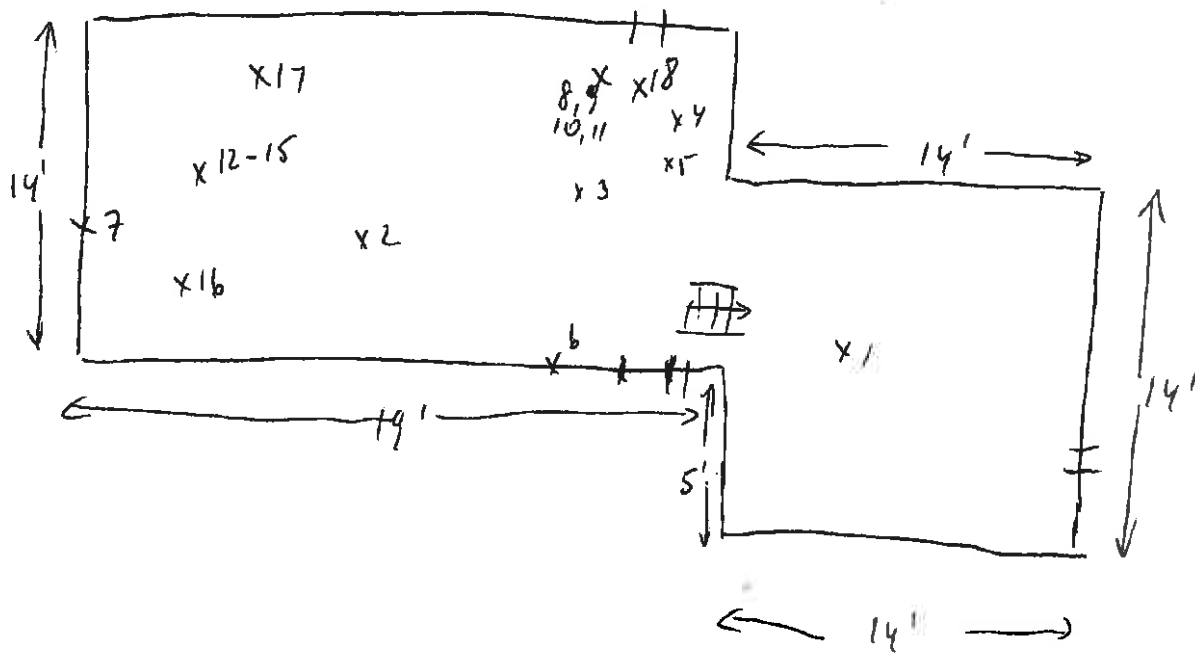
Date: 5/23/14 Signature: F. Stephen Masek


Lab - Received:

Date: 5/27/14 Name: Veronica Lopez Signature: Veronica Lopez

930 EMSL Federal (800) 6683 8975

35192 Cedar Ave.



	South Coast Air Quality Management District (www.aqmd.gov) 21865 Copley Drive, Diamond Bar, CA 91765-4182 Phone: (909)396-2336						Mail Form and Fee To: SCAQMD Asbestos Notification File # 55641 Los Angeles, CA 90074-5641		
	Rule 1403 Form Notification of Demolition or Asbestos Removal 1 Fax these type of Notification Forms to (909)396-3342 and mail the originals within 48 hrs								
Project Type DEMOLITION <input type="checkbox"/> DEMOLITION (Fire Training) <input type="checkbox"/> ASBESTOS REMOVAL (Renovation) <input checked="" type="checkbox"/> PLANNED RENO (Annual) <input type="checkbox"/> PROCEDURE 4 PLAN <input type="checkbox"/> PROCEDURE 5 PLAN <input type="checkbox"/>			Project Urgency EMERGENCY <input type="checkbox"/> ORDERED <input type="checkbox"/>						
Notification Type ORIGINAL <input checked="" type="checkbox"/> CANCELLATION <input type="checkbox"/> REVISION AMOUNT <input type="checkbox"/> REVISION DATES <input type="checkbox"/> REVISION OTHER <input type="checkbox"/>									
Contractor Information: Notifications should be submitted by the contractor performing the project									
CSLB License <u>776105</u> Cal. OSHA REG <u>00788</u> AQMD ID <u>129498</u> CHECK <input type="checkbox"/> FEE \$ <u>57.18</u> DATE <u>09/12/2014</u> PROJECT # <u>14-5264</u>		Company Name <u>CASTLEROCK ENVIRONMENTAL INC</u> List Site Supervisor(s) _____ Phone _____		Address <u>10040 PAINTER AVE</u> City <u>SANTA FE SPRINGS</u> State <u>CA</u> Zip <u>90670</u>		MARIO CUEVAS (562) 644-5215		Completed by <u>TALA LOYA</u> Phone <u>(562) 941-9244</u>	
Site Information: Copies of this notification and the CAC asbestos survey report must be kept at the worksite during this project									
Site Name <u>CEDAR AVE YUCAIPA</u> Site Address <u>35192 CEDAR AVE</u> Cross Street <u>ADAMS STREET</u> Site City <u>YUCAIPA</u> State <u>CA</u> Zip <u>92399</u> County <u>SAN BERNARDINO</u> Site Owner <u>YUCAIPA VALLEY WATER DISTRICT</u> Contact <u>JOHN HUIL</u> Phone <u>(909) 322-3932</u> Owner Address <u>12770 SECOND STREET</u> City <u>YUCAIPA</u> State <u>CA</u> Zip <u>92399</u> Describe Work <u>REMOVE & DISPOSE OF FLOOR TILE, ROOF MASTIC, WINDOW PUTTY</u> Describe Work Location (s) <u>ROOF AREA, THROUGHOUT FACILITY</u> Removal Project Start Date <u>09/26/2014</u> Removal Project End Date <u>09/26/2014</u> Project Work Shift Day <input checked="" type="radio"/> Swing <input type="radio"/> Night <input type="radio"/> 1 BUILDING SIZE in sq ft <u>650.00</u> Number of Floors <u>1</u> Building Age (years) <u>50</u> Number of Buildings or Dwelling Units <u>1</u> Building Prior Present Use SCHOOL <input type="checkbox"/> HOSPITAL <input type="checkbox"/> CONDO/APT <input type="checkbox"/> PUBLIC BLDG. <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> OFFICE <input type="checkbox"/> UNIV/COLLEGE <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> SHIP <input type="checkbox"/> OTHER <input type="checkbox"/> VACANT <input type="checkbox"/> Required Building Information ASBESTOS SURVEY? YES <input checked="" type="radio"/> NO <input type="radio"/> ASBESTOS FOUND? YES <input checked="" type="radio"/> NO <input type="radio"/> ASBESTOS REMOVED? YES <input checked="" type="radio"/> NO <input type="radio"/> BUILDING TO BE DEMOLISHED? YES <input type="radio"/> NO <input checked="" type="radio"/>									
Asbestos information: Do not provide this information in demolition notifications, see pg 2									
Asbestos Amount to be Removed in sq ft FRIABLE _____ CLASS I <u>280.00</u> CLASS II _____ 2 TOTAL AMOUNT <u>344.00</u> Amount of Each Type of Asbestos in sq ft ACOUSTIC CEILING _____ LINOLEUM _____ INSULATION _____ FIRE PROOFING _____ DUCTING _____ STUCCO _____ MASTIC _____ FLOOR TILES (VAT) <u>270.00</u> DRYWALL _____ PLASTER _____ TRANSITE _____ ROOFING <u>10.00</u> OTHER <u>64.00</u> PLEASE DESCRIBE OTHER TYPE OF ASBESTOS: <u>WINDOW PUTTY</u> Asbestos Removal From SURFACES <input checked="" type="checkbox"/> PIPES <input type="checkbox"/> COMPONENTS <input type="checkbox"/>									
Asbestos Detection Procedures: Check the procedures and analytical methods used to determine the presence of asbestos in the building. See <u>Survey Checklist</u> SURVEY <input checked="" type="checkbox"/> BULK SAMPLING <input type="checkbox"/> INSPECTION <input type="checkbox"/> CAC ASSUMED AS ASBESTOS-PCM <input type="checkbox"/> PLM <input type="checkbox"/> PCM <input type="checkbox"/> TEM <input type="checkbox"/>									
Controls: Check the combination of Rule 1403 procedures used to control asbestos emissions. (Procedure 4 and 5 submit plans for AQMD prior approval) PROCEDURE NUMBER 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>									
Emergency Asbestos Removal: Check the sudden unexpected event and attach a letter from the person affected by the emergency explaining how this event caused unsafe conditions, equipment damage or unreasonable financial burden. For disturbed/damaged asbestos materials see <u>Procedure 5 Guidelines</u> . FIRE FLOOD WATER DAMAGE EARTHQUAKE NUISANCE VANDALISM HEALTH/SAFETY FINANCIAL BURDEN EQUIPMENT DAMAGE OTHER <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>									
Name of Person Declaring/ Authorizing the Emergency _____ Phone _____			Date of Emergency _____ Hour of Emergency _____						
AQMD USE ONLY: SCREENED BY _____ RECEIVED _____ POSTMARKED _____ ENTERED BY _____ NOTIFICATION # _____									

2 Fees are per Notification and vary according to the 2TOTAL AMOUNT of asbestos removed or the demolition 2BUILDING SIZE
 © South Coast Air Quality Management District, Notification of Demolition or Asbestos Removal Form (2014.07)



South Coast Air Quality Management District (www.aqmd.gov)
21865 Copley Drive, Diamond Bar, CA 91765-4182 Phone: (909)396-2336
Rule 1403 Form
Notification of Demolition or Asbestos Removal

Mail Form and Fee To:
SCAQMD
Asbestos Notification File # 55641
Los Angeles, CA 90074-5641

Demolition Information: All asbestos containing materials must be removed *prior* to any demolition activity

Asbestos Removal Company Name _____ Date of Asbestos Removal _____

Check work practices to prevent, suppress and contain dust, and dust controls to be use at the demolition site

SPRAY WATER EXIT GRATES TARP TRUCKS/BINS FENCE SCREENS STONE TRUCK PADS TIRE WASHING SOIL STABILIZERS OTHER _____

Contingency Demolition Plan: Check actions to be followed if unexpected asbestos is found during demolition or asbestos material becomes disturbed, crumbled, pulverized or reduced to powder. Disturbed/Damaged ACM requires a Procedure 5 Plan Approval prior to clean-up (See *Procedure 5 Guidelines*)

STOP WORK NOTIFY OWNER SECURE STABILIZE POST SIGNS ISOLATE WORK AREA SURVEY CHARACTERIZE WASTE OTHER _____

Ordered Demolition: Attach a copy of the agency order

Agency Name _____ Phone _____ Date of Order _____
Authorizing Person _____ Title _____ Date Ordered to Begin _____

Waste Information

WASTE TRANSPORTER #1 CASTLEROCK ENVIRONMENTAL INC WASTE STORAGE SITE CASTLEROCK ENVIRONMENTAL INC
Address 10040 PAINTER AVE Address 10040 PAINTER AVE
City SANTA FE SPRINGS State CA Zip 90670 City SANTA FE SPRINGS State CA Zip 90670

WASTE TRANSPORTER #2 _____ LANDFILL AZUSA LANDFILL RECLAMATION
Address _____ Address 1211 W GLADSTONE STREET
City _____ State _____ Zip _____ City AZUSA State CA Zip 90670

Contractor Certification: All contractors or owner/operator submitting this notification must sign this form

I certify that an individual trained in the provisions of regulations AQMD *Rule 1403* and the *Asbestos NESHAP Title 40 CFR Part 61 Subpart M* will be on site during the demolition or renovation and evidence that the required training has been accomplished by this person will be available for inspection during normal business hours. I hereby certify that all of the information contained herein and information submitted with this notification is true and correct.

Company Name CASTLEROCK ENVIRONMENTAL INC Title of Owner/Operator ESTIMATOR
Print Name of Owner/Operator TODD ELLERTSON Signature of Owner/Operator [Signature] For Todd E. Date 09/12/2014

Notification Fee: No notifications shall be considered received pursuant to *Rule 1403*, unless it is accompanied by the required payment (*Rule 301, Table VI*). Please make check payable to "SCAQMD". Fees are per notification and vary according to the **TOTAL AMOUNT** of asbestos removed or the demolition **BUILDING SIZE**. The Revision Amount fee is the difference between the new Project Size Fee category and the original Project Size Fee category (See *Fee Information*)

Project Size Fee: \$ 57.18	Fee Based on Project Size (sq ft)		Additional Fees	
Additional Fee: \$ 0.00	1,000 or less _____	\$ 57.18	<input checked="" type="checkbox"/>	Special Handling Fee _____ \$ 57.18
Total Fee Due: \$ 57.18	1,001 to 5,000 _____	\$ 174.83	<input type="checkbox"/>	Revision to Notification _____ \$ 57.18
	5,001 to 10,000 _____	\$ 409.26	<input type="checkbox"/>	Returned Check Fee _____ \$ 25.00
	10,001 to 50,000 _____	\$ 641.73	<input type="checkbox"/>	Planned Renovation _____ \$ 641.73
	50,001 to 100,000 _____	\$ 930.03	<input type="checkbox"/>	Procedure 4 or 5 Plan _____ \$ 641.73
	100,001 or more _____	\$ 1,550.04	<input type="checkbox"/>	Expedited 4 or 5 Plan _____ \$ 320.86

Attention

Keep Three (3) Copies of This Notification Form for your records, to post at the worksite, and to obtain a city demolition permit. See *California Health and Safety Code 19827.5* that requires that you provide a copy of the demolition notification to Building and Safety before issuance of a demolition permit. For questions call 909-396-2336. Forms, instructions and *Rule 1403* can be obtained from the AQMD website at <http://www.aqmd.gov>. Please mail this signed original notification form, fee, and any attachments to SCAQMD Asbestos Notification File # 55641 Los Angeles, CA 90074-5641. Mailing saves time, money and reduces traffic and air pollution.

Project # 14-5264

TRANSMISSION VERIFICATION REPORT

TIME : 09/12/2014 14:41
NAME :
FAX : 13106313625
TEL : 13106313625
SER. # : BROG6J839001

DATE, TIME FAX NO./NAME DURATION PAGE(S) RESULT MODE	09/12 14:40 SCAQMD 00:01:05 02 OK STANDARD ECM
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South Coast Air Quality Management District (www.aqmd.gov)
 21865 Copley Drive, Diamond Bar, CA 91765-4182 Phone: (909)396-2336
Rule 1403 Form
Notification of Demolition or Asbestos Removal
 * Fax these type of Notification Forms to (909)396-3342 and mail the originals within 48 hrs

Mail Form and Fee To:
 SCAQMD
 Asbestos Notification File # 55641
 Los Angeles, CA 90074-5641

Project Type	DEMOLITION <input type="checkbox"/>	DEMOLITION (Fire Training) <input type="checkbox"/>	ASBESTOS REMOVAL (Remediator) <input checked="" type="checkbox"/>	PLANNED RENO (Actual) <input type="checkbox"/>	PROCEDURE 4 PLAN <input type="checkbox"/>	PROCEDURE 5 PLAN <input type="checkbox"/>	Project Urgency	EMERGENCY <input type="checkbox"/>	ORDERED <input type="checkbox"/>				
Notification Type	ORIGINAL <input checked="" type="checkbox"/>	CANCELLATION <input type="checkbox"/>	REVISION AMOUNT <input type="checkbox"/>	REVISION DATES <input type="checkbox"/>	REVISION OTHER <input type="checkbox"/>								
Contractor Information: Notifications should be submitted by the contractor performing the project													
CSLB License	776105	Cal OSHA REG	00786	AQMD ID	129498	CHECK	FEE	\$ 57.18	DATE	09/12/2014	PROJECT#	14-5264	
Company Name	GASTLEROCK ENVIRONMENTAL INC					List Site Supervisor(s)	MARIO CUEVAS				Phone	(562) 644-5215	
Address	10040 PAINTER AVE												
City	SANTA FE SPRINGS	State	CA	Zip	90670								
Completed by	TALA LOYA					Phone	(562) 941-9244						
Site Information: Copies of this notification and the CAC asbestos survey report must be kept at the worksite during this project													
Site Name	CEDAR AVE YUCAIPA												
Site Address	35192 CEDAR AVE					Cross Street	ADAMS STREET						
Site City	YUCAIPA	State	CA	Zip	92399	County	SAN BERNARDINO						
Site Owner	YUCAIPA VALLEY WATER DISTRICT					Contact	JOHN HUIL			Phone	(909) 322-3932		
Owner Address	12770 SECOND STREET					City	YUCAIPA	State	CA	Zip	92399		
Describe Work	REMOVE & DISPOSE OF FLOOR TILE, ROOF MASTIC, WINDOW PUTTY												
Describe Work Location (s)	ROOF AREA, THROUGHOUT FACILITY												
Removal Project Start Date	09/26/2014			Removal Project End Date	09/26/2014			Project Work Shift	Day <input checked="" type="radio"/> Swing <input type="radio"/> Night <input type="radio"/>				
² BUILDING SIZE in sq ft	650.00			Number of Floors	1			Building Age (Years)	50			Number of Buildings or Dwelling Units	1
Building Prior Present Use	SCHOOL <input type="checkbox"/>	HOSPITAL <input type="checkbox"/>	CONDO/APT <input type="checkbox"/>	PUBLIC BLDG. <input type="checkbox"/>	INDUSTRIAL <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>	OFFICE <input type="checkbox"/>	UNIV/COLLEGE <input type="checkbox"/>	HOUSE <input checked="" type="checkbox"/>	SHIP <input type="checkbox"/>	OTHER <input type="checkbox"/>	VACANT <input type="checkbox"/>	
Required Building Information	ASBESTOS SURVEY? YES <input checked="" type="radio"/> NO <input type="radio"/>			ASBESTOS FOUND? YES <input checked="" type="radio"/> NO <input type="radio"/>			ASBESTOS REMOVED? YES <input checked="" type="radio"/> NO <input type="radio"/>			BUILDING TO BE DEMOLISHED? YES <input checked="" type="radio"/> NO <input type="radio"/>			
Asbestos Information: Do not provide this information in demolition notifications, see pg 2													

Fax: 909-383-6789

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH
Asbestos Contractors Registration Unit

Job# 14-5264



Temporary Worksite Notification for Asbestos-Related Work

Company / Employer Name: Castlerock Environmental Inc

Headquarters Address: 10040 Painter Ave. Santa Fe Springs, CA 90670

Contractors State License Board Number: 776105

Address of Temporary Worksite: 35192 CEDAR AVE

YUCAIPA 92399

Precise Location: THROUGHOUT HOUSE, ROOF AREA

Nearest Intersection: ADAMS STREET

Type of Business: Demolition, Environmental Remediation, and Abatement Contractor

Name of Certified Supervisor (Competent Person): MARIO CUEVAS

Name of the Qualified Person in charge of air monitoring,
laboratory work, and respirators: MARIO CUEVAS

Name of Certified Asbestos Consultant (if any): _____

Project Job Start Date: 9/26/2014 Project Completion Date: 9/26/2014

Describe type, scope and work practices of job: Remove and Dispose of approx. 270 SF of Floor Tile,
10 SF of Roofing Cement from HVAC Conduit, 64 SF of Window Putty

Evaluation of Potential Exposure: Low Exposure

Estimated # of Employees on this Job: 4

Prior to the start of each job or phase of asbestos-related work requiring the employer or contractor to be registered, Section 341.9 of the California Code of Regulations (8 CC 341.9) requires notifications to the nearest DOSH District Office. Do not send this notification to DOSH Headquarters or to DOSH Consultation. This will not satisfy the notification requirement and could result in a citation.

Note: Any change in the information provided to the district office by the written notice shall be reported to the district office within 24 hours of such change.

TRANSMISSION VERIFICATION REPORT

TIME : 09/12/2014 14:43
NAME :
FAX : 13106313625
TEL : 13106313625
SER.# : BROG8J039001

DATE, TIME	09/12 14:43
FAX NO./NAME	19093836789
DURATION	00:00:19
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

Fax: 909-383-6789

STATE OF CALIFORNIA

Job# 14-5264

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH
Asbestos Contractors Registration Unit



Temporary Worksite Notification for Asbestos-Related Work

Company / Employer Name: Castlerock Environmental Inc

Headquarters Address: 10040 Painter Ave Santa Fe Springs, CA 90670

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YUCAIPA 92399

Precise Location: THROUGHOUT HOUSE, ROOF AREA

Nearest Intersection: ADAMS STREET

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Name of Certified Supervisor (Competent Person): MARIO CUEVAS

Name of the Qualified Person in charge of air monitoring,
laboratory work, and respirators: MARIO CUEVAS

Name of Certified Asbestos Consultant (if any): _____

Project Job Start Date: 9/26/2014 Project Completion Date: 9/26/2014



Azusa Land Reclamation

Drip

1211 W. Gladstone St.
 Azusa, CA, 91702
 Ph: 626-224-9127

Ticket# 516784

Customer Name CASTLEROCKENVIRONMENTAL CASTL Carrier CASTLEROCK CASTLEROCK
 Ticket Date 10/09/2014 Vehicle# 1 Volume 20.0
 Payment Type Credit Account Container
 Manual Ticket# Driver
 Hauling Ticket# Check#
 Route Billing # 0000916
 State Waste Code Gen EPA ID
 Manifest 012299377JK VehicleLicense: 7692885
 Destination PD Generator 144-VARIOUS VARIOUS LOCATIONS
 Profile 611117CA (ASB FRIABLE~CASTLEROCK)

Time	Scale	Scale Attendant	Inbound	Gross	
In 10/09/2014 07:07:14	Scale 2	attendant 3		47560 lb	
Out 10/09/2014 07:45:34	Scale 3	attendant 3		Tare 29740 lb	
				Net 17820 lb	
				Tons 8.91	

Comments

Product	LDX	Qty	UOM	Rate	Tax	Amount	Origin
1	Asb Friable-Tons B	100	8.91	Tons			Avalon
2	FUEL-Fuel Surcharg	100	%				Avalon
3	EVF-L-Standard Env	100	1	Load			Avalon
4	RCR-P21-Regulatory	100	%				Avalon

Total Tax
 Total Ticket

Drivers Signature: Eduardo S.