

Little Village RAD LP

INVITATION FOR BIDS

LITTLE VILLAGE
RAD IMPROVEMENTS

Bakersfield, CA

TABLE OF CONTENTS

SECTION I	NOTICE TO CONTRACTORS
SECTION II	INSTRUCTIONS TO BIDDERS
SECTION III	GENERAL REQUIREMENTS
SECTION IV	BID DOCUMENTS
SECTION V	CONTRACT & BOND DOCUMENTS
SECTION VI	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
SECTION VII	WAGE RATES
SECTION VIII	ASBESTOS REPORTS

SECTION I

NOTICE TO CONTRACTORS

INVITATION FOR BIDS

NOTICE TO CONTRACTORS

March 18, 2026

Sealed proposals will be received at 601 24th Street, Bakersfield, California, 93301, until **10:00 a.m. (P.D.S.T.) on April 23, 2026**, at which time they will be publicly opened and read for the Little Village RAD Improvements project located at 714 Smith Street, Bakersfield, County of Kern, State of California.

A Pre-Bid Conference for B-General Contractors and Sub-Contractors will be held at 10:00 a.m. on March 31, 2026, at 601 24th Street, Bakersfield, CA, for the purpose of familiarizing the contractors with the Contract requirements. Following the conference, Contractors can visit the site (3/31/26) as follows: 1:00 pm – 714 Smith Street, Bakersfield, CA 93307.

Invitation for Bids and bid forms for bidding this project may be obtained at: www.kernha.org under the “Procurement” icon. Firms interested in bidding this project must submit their Company information in order to be placed on the plan-holders list. Please submit Company Name, Contact Person, Address, Phone Number and Email Address to Michael S. Ruiz, Facilities Management Specialist at mruiz@kernha.org and Laura Shears, Administrative Coordinator at lshears@kernha.org.

No bid will be accepted from a contractor who has not been licensed in accordance with provisions of Chapter 9 of Division 3 of the Business and Professions Code. All contractors & subcontractors will be required to obtain the required business license. All Contractors/Subcontractors will be responsible for submitting original certified payroll reports to Little Village RAD LP and/or Consultant monthly.

Each bid must be accompanied by a certified cashier’s check or bidder’s bond payable to the Little Village RAD LP for an amount not less than five (5%) of the bid price.

The work to be done is being financed by the U.S. Department of Housing and Urban Development (HUD). Work performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 required that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 75, as amended, and as specified in the Bid Documents. Section 3 reports are required from all contractors to be submitted along with monthly draws. Pay draws will not be processed without the monthly reports.

Bidders shall comply with all applicable requirements of HUD and State of California, including but not limited to, Davis-Bacon prevailing wage rate and affirmative action requirements for equal employment opportunity as explained in the Contract Documents.

The Little Village RAD LP hereby notifies all bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. All bidders will be required to comply with the Minority Business Enterprise (MBE) requirements as set forth in the Bid Documents.

This is a HUD Project and is subject to the Davis-Bacon Act, the Copeland "Anti-Kick Back Act", the Equal Employment Opportunity Requirements and the Contract Work Hours and Safety Standards Act. Provisions of the Davis-Bacon Act requires wages and benefits be paid in accordance with those published in the Federal Register and are made a part of the specifications.

The Little Village RAD LP reserves the right to reject any or all bids and to waive any irregularities.

SECTION II

INSTRUCTIONS TO BIDDERS (Insert AIA Document)



AIA[®] Document A701[™] – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Little Village RAD Improvements
714 Smith Street
Bakersfield, CA 93307

THE OWNER:
(Name, legal status, address, and other information)

Little Village RAD LP
601 24th Street
Bakersfield CA 93301

THE ARCHITECT:
(Name, legal status, address, and other information)

PDA Architects
1330 22nd Street #100
Bakersfield, CA 93301

TABLE OF ARTICLES

1	DEFINITIONS
2	BIDDER'S REPRESENTATIONS
3	BIDDING DOCUMENTS
4	BIDDING PROCEDURES
5	CONSIDERATION OF BIDS
6	POST-BID INFORMATION
7	PERFORMANCE BOND AND PAYMENT BOND
8	ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612[™]-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

N/A

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

N/A

- .5 Drawings

Number	Title	Date	
.6	Specifications		
	Section	Title	Date Pages
.7	Addenda:		
	Number	Date	Pages
.8	Other Exhibits: <i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>		
	<input type="checkbox"/> AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>		
	<input type="checkbox"/> The Sustainability Plan:		
	Title	Date	Pages
	<input type="checkbox"/> Supplementary and other Conditions of the Contract:		
	Document	Title	Date Pages
.9	Other documents listed below: <i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>		

SECTION III

GENERAL REQUIREMENTS

GENERAL REQUIREMENTS

SCOPE OF WORK

This project consists of supplying all labor, materials, and equipment necessary for the construction of interior and exterior improvements for 153 residential units consisting of duplexes and single-family units, 1 community unit and 1 office/shop. **NOTE:** This project consists of scattered units and will be awarded to one General Contractor with one contract. Work will be done in seven phases for interior and exterior work. Each phase will have at least 26 units available for construction. Work noted below shall be in conjunction with issued plans for construction. Contractor shall report any discrepancies between construction plans and these general requirements during bid for clarification or assume the most stringent and/or costly option will be used.

- All units to be tented and treated for pest control prior to commencing any construction.
- The abatement and disposal of suspected asbestos containing materials. Refer to Krazan's Asbestos Report.
- Tree Trimming.
- Landscaping and Irrigation New and/or Repairs.
- Masonry block wall: Provide 8' masonry block wall along the western property line adjacent to railroad tracks. Refer to architectural plans for locations and details.
- Fencing: Remove and replace all chain-link fencing. Repair damaged wrought iron fencing and repaint. Install new wrought iron fencing as shown of architectural plans.
- Flooring: Remove and replace flooring and base at all sites. Prep existing slabs as required. Preparation to include grinding and/or leveling of existing concrete slab. New floor to be LVT with 4" rubber topset base at all rooms except the bathrooms. Bathroom flooring to be sheet vinyl with 6" topset base.
- Interior Painting: Painting of all walls, ceilings, doors/frame.
- Exterior Painting: Prep and repairs of existing and/or new exterior finishes for painting, including fascia. Wood siding, brick veneer and/or cement plaster.
- Framing: New interior wall framing as specified in plans, framing for new solar, blocking, remove and replace fascia as noted on plans.
- Drywall: Drywall at new walls and ceilings as noted on drawings. Provide an allowance of 200 sq. ft. for the patch/repairs to existing damaged drywall. Provide new texture of all existing and new drywall at walls and ceilings.
- Plumbing: Remove and replace all plumbing fixtures, water lines, water heaters with new as noted on drawings.
- HVAC: Remove and replace all HVAC equipment, ductwork with new as noted on drawings. Contractor shall provide CEC/CHEERS certification.
- Electrical: Remove and replace all light fixtures, outlets, wall plates, panels and wiring with new as noted on the drawings.
- Roofing: Remove and replace existing composition roofing with new. New light weight roofing tiles over 30# underlayment. Provide and install new flashing including prefinished drip edges.
- Solar: Provide and install new solar panels and equipment as noted on the drawings.

- Doors & Hardware: Interior and exterior. Remove and replace all doors with new as noted on the drawings. All door frames shall be removed to accept pre-hung doors. All exterior doors shall have dead bolts.
- Provide and install security screens at entry doors. Entry screen shall include matching door hardware to front door, including its own dead bolt.
- All windows shall be removed and replaced with new window/screens as noted on plans. All windows on the ground level shall have new security screens installed as noted on plans
- Insulation: Remove all existing attic insulation. Provide and install R-38 at attic space and R-19 below roof deck. R-57 min at all units.
- Cabinets: Remove and replace all existing upper and lower cabinets with new as shown on the drawings. Contractor shall provide removable cabinets at required knee space at kitchen sink and work space. Removable cabinets shall be finished on all sides. Flooring shall extend into alcoves per CBC requirements. Install filler strip, as required, between uppers and ceiling to allow for proper function of doors. Install new 14" deep shelf above washer/dryer where occurs.
- Countertops: Remove and replace all existing kitchen and bathroom countertops & splash with new as shown on the drawings.
- Accessibility Improvements. Modify existing walls, doors and floor as required to meet current ADA standards. Refer to site plan for ADA, Mobile, Hearing and Visual impaired units.

CONTRACT

Contract will be awarded to the lowest responsible bidder submitting a responsive bid. The Little Village RAD LP reserves the right to reject any or all bids and to waive any irregularities.

EXAMINATION OF DRAWINGS, SPECIFICATIONS, CONTRACT AND WORK SITE

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed.

Each bidder shall examine carefully the sites of the work contemplated, the drawings and specifications, and the bid contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and satisfied himself as to the conditions to be encountered, the character, quality and scope of work to be performed, the quantities of materials to be furnished, and the requirements of the plans, specifications and Contract.

CONTRACTOR'S QUALIFICATION STATEMENT, AIA A305

Below items **MUST BE INCLUDED** with the A305:

- License(s)
- Project History List showing Contract Total
- References, Trade and Professional
- Current Financial Statement *and* last two years' prior statements
- Company Profile, (BIO)
- Resumes of Principal Ownership and/or Senior Management

LIQUIDATED DAMAGES

If the contractor fails to complete the work within the time specified in the contract, or any extension of this contract, the Contractor shall pay to the Owner as liquidated damages, the sum of \$500.00 for each day of delay until certificate of occupancy is issued.

BID BOND

Each bid must be accompanied by a certified cashier's or bidder's bond payable to Little Village RAD LP for an amount not less than five (5%) of the bid price

An individual surety for the Bid Bond may be acceptable if it meets the requirements established in 48 CFR, Chapter 1, Part 28 and any and all other applicable federal and state regulations.

An individual surety must execute the Bond, and the unencumbered value of the assets, exclusive of all outstanding pledges for other Bond obligations pledged by the individual surety, must equal or exceed the penal amount of each Bond. The individual surety shall execute the Standard Form 28 (to be provided and submitted by bidder) and provide a security interest in accordance with 48 CFR, Chapter 1, Subsection 28.203-1, which requires that the security interest be provided with the Bond.

An individual surety may be accepted only if a security interest and assets acceptable under 48 CFR, Chapter 1, Subsection 28-203-2 are provided to Little Village RAD LP by the individual surety with the Bond.

48 CFR, Chapter 1, Subsection 28 provisions regarding Bonds are available upon request and should be thoroughly reviewed to ensure compliance with same so that the Bid Bond is in compliance with those requirements.

Please note, non-compliance with the Bid Bond requirement requires rejection of the bid as being non-responsive, except in very specific exceptions set forth in 48 CFR, Chapter 1, and Section 28.101-4.

PERFORMANCE AND PAYMENT BOND

The successful bidder will be required to furnish a performance bond and a payment bond in the amount of one hundred percent (100%) of the contract price.

PERMITS

The Contractor shall secure all permits, fees, and licenses necessary for the proper execution and completion of the work. Owner shall provide any and all drawings as deemed necessary to obtain all required permits. Permits to be paid by Little Village RAD LP.

TIME FOR COMPLETION

The time for completion of the contract is Six Hundred (600) consecutive calendar days. See below for anticipated phasing.

- Six phases (26 units) at 100 consecutive calendar days per phase. See Exhibit 1 - For Reference Only.

EQUAL EMPLOYMENT OPPORTUNITIES

During the performance of this agreement, Contractor/Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

APPROPRIATE LICENSE

No bid will be accepted from a contractor and/or subcontractor who has not been licensed in accordance with provisions of Chapter 9 of Division 3 of the Business and Professions Code. All Contractors/Firms will be required to obtain the required business license.

MBE/WBE REQUIREMENTS

The Little Village RAD LP hereby notifies all bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. All bidders will be required to comply with the Minority Business Enterprise (MBE) requirements as set forth in the Bid Documents.

SECTION 3

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The Section 3 Plan is available at www.kernha.org under the "Procurement" icon. Refer to Attachments in the Bid Documents for required Section 3 documents. Section 3 reports are required from all contractors/subcontractors to be submitted along with monthly pay draws.

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR's indemnification of Authority, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form satisfactory to Authority.

General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance using Insurance Services Office form CG 00 01 or other coverage at least as broad, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, and \$2,000,000 completed operations aggregate. The policy shall include Insurance Services Office (ISO) additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 adding the Authority, its officers, officials, employees, and volunteers as additional insureds. On annual commercial general liability insurance policy renewals, CONTRACTOR shall continue to have its commercial general liability insurance policy endorsed with form CG 20 37 04 13 adding the Authority, its officers, officials, employees, and volunteers as additional insureds for no less than six (6) years or through the statute of repose, whichever is longer.

Automobile Liability Insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

Umbrella or Excess Liability Insurance. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than 2 million dollars (\$2,000,000) that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above. Each of the Authority, its officers, officials, employees, and volunteers shall be an additional insured under the policy.

Workers' Compensation Insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)) for CONTRACTOR's employees in accordance with the laws of the State. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State for all of the subcontractor's employees. CONTRACTOR shall submit to Authority, along with the certificate of insurance, a Workers Compensation Waiver of Subrogation endorsement in favor of Authority, its officers, agents, employees and volunteers.

Proof of Insurance. CONTRACTOR shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for Workers' Compensation and copies of additional insured endorsements for commercial general liability insurance, excess or umbrella liability insurance and pollution liability insurance. Evidence of insurance must be approved by Authority prior to commencement of performance. Current evidence shall be kept on file with Authority at all times during the term of this contract. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. 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 CONTRACTOR, and CONTRACTOR's agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. Authority and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Authority's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by CONTRACTOR or Authority will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, Authority may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State, with an assigned policyholders' Rating of A-(or higher) and Financial Size Category Class VI (or larger) by AM Best, unless otherwise approved by Authority.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing

insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of Contract Provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform CONTRACTOR of noncompliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of Cancellation. Policies shall be endorsed to provide to Authority with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.

Authority's Right to Revise Requirements. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the Authority and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured Retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

Timely Notice of Claims. CONTRACTOR shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

PREVAILING WAGES

The work to be done is being financed by U.S. Department of Housing and Urban Development (HUD) and is subject to the Copeland Anti-Kick Back Act, the Equal Employment Opportunity requirements and the Contract Work Hours and Safety Standards Act. Provisions of the Davis-Bacon Act requires wages and benefits be paid in accordance with those published are made a part of the specifications.

SUBMISSION REQUIREMENTS

Sealed proposals will be received until **10:00 a.m. (P.D.S.T.) Thursday, April 23, 2026**, and shall be labeled: **BID: Little Village – RAD Improvements**

Submit sealed proposals to:

Little Village RAD LP
Attn: Michael S. Ruiz, FMS
601 24th Street, Bakersfield, CA 93301



LITTLE VILLAGE

- Phase I
- Phase II
- Phase III
- Phase IV
- Phase V
- Phase VI
- Phase VII

SECTION IV

BID DOCUMENTS

LIST OF COMPLIANCE DOCUMENTS TO BE SUBMITTED WITH BID

Bid Documents to Be Included with Bid	Contractor Use	Owner Use Only
List Of Compliance Documents to Be Submitted with Bid <i>(This Form)</i>		
Bid Form		
Bid Schedule		
Statement Of Bidder's Qualifications		
Affidavit		
Bid Bond / Cashier's Check		
Subcontractors List including DIR registration number		
Minority And Women-Owned Business Enterprise Form		
Non-Debarment Certification		
Contractor's Qualification Statement AIA A305 (A, B, C, D, E)		
Section 3 Compliance Documents to Be Included with Bid:		
Attachment "A" – Section 3 Economic Opportunity Plan		
Attachment "C" – Section 3 Business Concern Certification		
Attachment "F" – Resident Employment/Business Utilization Bidders Cert.		
Attachment "G" – Section 3 Subcontractors and/or Suppliers		

All documents listed above must be completed and included with bid packet at time of submission.

MUST BE SUBMITTED WITH BID

Little Village RAD LP
601 24th Street, Bakersfield, CA 93301

BID FORM

PROJECT: Little Village RAD Improvements

SITE ADDRESS: 714 Smith Street, Bakersfield, California

BID OF: _____
(Contractor's Name)

BID AGREEMENT: The undersigned has examined all Bid Documents and acknowledging all addendum/addenda as follows: **Addendum #(s)** _____

Contractor shall execute the entire Scope of Work as described in this Invitation for Bids for the price indicated in this bid.

COMMENCEMENT AND SUBSTANTIAL COMPLETION: Project Commencement will occur when the contract is awarded by Little Village RAD LP. The Contractor shall not incur any expense until the contract has been awarded. The Contractor shall not make any equipment purchases or begin construction work until receiving a Notice to Proceed.

All work shall be substantially completed (as evidence by the date on the CERTIFICATE OF SUBSTANTIAL COMPLETION), subject to adjustments as provided in the Contract documents. The undersigned further agrees, if awarded the contract, to substantially complete the scope of work within **Six Hundred (600)** consecutive calendar days from the date of Notice to Proceed.

Bid holding time and acceptance: The undersigned agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids, but shall remain open for acceptance for a period of sixty (60) days following the bid due date.

BID AMOUNT: The total price shall be listed below, and should be broken out into the categories given. The prices must reflect the entire cost to complete the scope of work detailed in the Drawings and Specifications, must be firm and fixed, and shall include all costs for successful improvements including, but not limited to, charges for labor, materials, equipment, fees, disposal fees, permitting, taxes, insurance, bonding, and overhead and profit.

BASE BID:

_____ Dollars (\$_____)

Authorized Signature: _____ Date: _____

Print Name & Title: _____

Address: _____

License No: _____ Exp. Date: _____

MUST BE SUBMITTED WITH BID

ALTERNATE BIDS – Little Village RAD Improvements

Alternate Bid -1: Deductive to Base Bid (Omit the installation of artificial turf)

_____ Dollars (\$_____)

Alternate Bid -2: Deductive to Base Bid (30-year Architectural shingle in lieu of tile roofing)

_____ Dollars (\$_____)

Alternate Bid -3: Deductive to Base Bid (8' masonry/wrought iron fencing along railroad tracks)

_____ Dollars (\$_____)

Alternate Bid -4: Deductive to Base Bid (Full height ceramic tile back splash)

_____ Dollars (\$_____)

Alternate Bid -5: Deductive to Base Bid (Solar)

_____ Dollars (\$_____)

MUST BE SUBMITTED WITH BID

Little Village RAD LP
601 24th Street
Bakersfield, California 93301

STATEMENT OF BIDDER'S QUALIFICATIONS
(Contractor)

All questions must be answered and the data given must be clear and comprehensive.
(This statement must be notarized).

1. Name of Bidder _____
2. Permanent main office address: _____
3. Main office telephone: _____
4. When organized: _____
5. Where incorporated: _____
6. Number of years engaged in contracting business under present firm name: _____

7. General character of work performed by firm: _____

8. Contractor's State License Number: _____

Signature of Bidder

Subscribed and sworn to this _____ day of _____, 2026.

Notary Public

Commission expires : _____

MUST BE SUBMITTED WITH BID

AFFIDAVIT

State of _____)

)SS

County of _____)

_____, being first duly sworn, deposes and says:

That he is _____ (owner, a partner of the firm of, etc.)

_____, the party making the forgoing proposal or bid, that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to regain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead profit, or cost element of said bid price, or of that of any bidder or to secure any advantage against the Little Village RAD LP, the Government or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

(Name of bidder if the bidders is an individual; name of partner is the bidder is a partnership;
name of officer if the bidder is a corporation.)

Subscribed and sworn to this _____ day

of _____, 2026.

Notary Public

My Commission expires: _____

MUST BE SUBMITTED WITH BID

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

As PRINCIPAL, and _____, as SURETY are held and firmly bound unto the Little Village RAD LP hereinafter called the "Local Authority", in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated _____, 2026, for the Little Village RAD Improvements project located at 714 Smith Street, Bakersfield, CA.

WHEREAS, an individual surety for the Bid Bond may be acceptable if it meets the requirements established in 48 CFR, Chapter 1, Part 28 and any and all other applicable federal and state regulations.

An individual surety must execute the Bond, and the unencumbered value of the assets, exclusive of all outstanding pledges for other Bond obligations pledged by the individual surety, must equal or exceed the penal amount of each Bond. The individual surety shall execute the Standard Form 28 (to be provided and submitted by bidder) and provide a security interest in accordance with 48 CFR, Chapter 1, Subsection 28.203-1, which requires that the security interest be provided with the Bond.

An individual surety may be accepted only if a security interest and assets acceptable under 48 CFR, Chapter 1, Subsection 28.203-2 are provided the Little Village RAD LP by the individual surety with the Bond.

48 CFR, Chapter 1, Subsection 28 provisions regarding Bonds are available upon request and should be thoroughly reviewed to ensure compliance with same so that the Bid Bond is in compliance with those requirements.

Please note, non-compliance with the Bid Bond requirement requires rejection of the bid as being non-responsive, except in very specific exceptions set forth in 48 CFR, Chapter 1, Section 28.101-4.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Authority in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract an give such bond within the time specified, if the principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal)

Business Address

(Individual Principal)

Business Address

Attest:

Corporate Seal

Business Address

By _____ Corporate Seal

Attest:

(Corporate Surety)

By _____ Corporate Seal

(Power-of-attorney for person signing for Surety Company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Corporate Seal

MUST BE SUBMITTED WITH BID

LITTLE VILLAGE RAD IMPROVEMENTS

LIST OF SUBCONTRACTORS – INCLUDING ALL TIERED SUBCONTRACTORS

CONTRACTOR'S NAME: _____

	Subcontractor's Name	License #	DIR #	Location of Business	Telephone #	Trade
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____	_____
11.	_____	_____	_____	_____	_____	_____
12.	_____	_____	_____	_____	_____	_____
13.	_____	_____	_____	_____	_____	_____
14.	_____	_____	_____	_____	_____	_____
15.	_____	_____	_____	_____	_____	_____
16.	_____	_____	_____	_____	_____	_____
17.	_____	_____	_____	_____	_____	_____
18.	_____	_____	_____	_____	_____	_____
19.	_____	_____	_____	_____	_____	_____
20.	_____	_____	_____	_____	_____	_____
21.	_____	_____	_____	_____	_____	_____
22.	_____	_____	_____	_____	_____	_____
23.	_____	_____	_____	_____	_____	_____
24.	_____	_____	_____	_____	_____	_____
25.	_____	_____	_____	_____	_____	_____

MUST BE SUBMITTED WITH BID

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE FORM
TO BE INCORPORATED IN BID DOCUMENTS**

- (a) It is the policy of the _____ to take positive steps to maximize the utilization of minority and women's business enterprises in all contract activity administered by the Little Village RAD LP.
- (b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business, at least 50 percent of which is owned by minority group members or women or, in the case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native American, Alaskans or Pacific Islanders.
- (c) The Contractor will submit the following statement as part of his/her sealed bid:
I have taken affirmative action to seek out and consider minority and women's business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:
- (d) Under Executive Order 11625 and 12432, the PHA . . . shall provide every feasible opportunity for minority business enterprise (MBE) to participate in bidding for modernization work. The PHA shall establish through Board resolution, the goal of at least 20 percent of its approved CGP funds to be awarded to contracts with MBE construction contractors, A/E's or consultants. . . The percent goal is not a mandatory set aside.

Whatever percentage of MBE participation stated on the fully executed ACC, not less than 20 percent, shall be so stated on this page.

Name and Address of Minority/Women's Firms Contractor

<u>Anticipates Utilizing*</u>	<u>Category of Work</u>	<u>Dollar Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid _____ Total Subcontract Amount _____

Minority/Women's Enterprise Total of Subcontract Amount _____

***Indicate whether business is owned by a minority or a woman.**

MUST BE SUBMITTED WITH BID

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
for
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Organization/Business (prospective recipient of Federal assistance funds) – *print*

Name of Authorized Representative - *print*

Title of Authorized Representative - *print*

Signature

Date (MM/DD/YY)

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
2. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction" "debarred", "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but it is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transactions knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the DOL may pursue available remedies, including suspension and/or debarment.

SECTION 3 ECONOMIC OPPORTUNITY PLAN

LITTLE VILLAGE RAD LP
 601 24th Street, Bakersfield, CA 93301
 (661) 631-8500 FAX: (661) 631-1015

Date: _____ Project Name: _____

Name of Bidder/Organization: _____

Address of Bidder/Organization: _____

Contact Person: _____ Contact's Title: _____

Project Address: _____

A. Economic Opportunities for Local Businesses and Lower Income Persons

Preliminary Statement of Projected Workforce Hours

Entity	Total # of Labor Hours Needed to Complete This Project	Total # of Labor Hours to be Completed by Section 3 Workers (not targeted)	Total # of Labor Hours to be Completed by Targeted Section 3 Workers
General Contractor			
Subcontractors			
Totals			

B. Business Concerns to Be Hired

Will subcontractor(s) be needed to complete this project? Yes No N/A

(Note: If your firm does not plan to hire subcontractors/vendors who install materials on the construction site of this project please check N/A.)

**This Item to be Submitted with Bid
 ATTACHMENT "A"**

List subcontractors and vendors who install materials on the construction site you plan to use regardless of contract amount (specify trade, name, license number and phone number).

Trade	Name	License #	Phone	Section 3?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

C. If the Benchmarks are projected to not be met, report below on efforts to meet the benchmark:

1. Outreach efforts to generate job applicants who are Targeted Section 3 workers:

2. Training or apprentice opportunities:

3. Job fairs:

4. Outreach to identify and secure bids from Section 3 Business Concerns,
including technical assistance:

ATTACHMENT "A"
END

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY
LITTLE VILLAGE RAD LP**

The undersigned acknowledges by this certification its understanding that the project is subject to the Section 3 Plan which warrants that employment and other economic opportunities generated by certain United States Department of Housing and Urban Development (HUD) financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of assistance for housing.

In reliance of that said warranty, any intent by a firm to claim the preference to be given to business concerns providing economic opportunities to low- or very low-income persons is hereby certified by the undersigned by virtue of any applicable statements selected below:

- The firm is 51 percent or more owned by Section 3 Residents, as defined in the Little Village RAD's Section 3 Plan of which this certification is made part*; or
- At least 30 percent of this firm's permanent, full-time employees are currently Section 3 Residents, or within three years of the date of first employment with this firm were Section 3 Residents*; or
- This firm is submitting documentation with this bid that it subcontracted at least 25% of all subcontracts for the previous twelve months of its fiscal year to bonafide Section 3 Business Concerns.
- This firm is not a Section 3 Business Concern.

Attached is the following documentation as evidence of status:

For business claiming status as a section 3 resident-owned enterprise:

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence

For business entity as applicable:

- Copy of Articles of Incorporation
- Certificate of Good Standing
- Assumed Business Name Certificate
- Partnership Agreement
- List of owners/stockholders and % ownership of each
- Corporation Annual Report
- Organization chart with names and titles and brief function statement
- Latest Board minutes appointing officers
- Additional documentation

**MUST BE SUBMITTED WITH BID
ATTACHMENT "C"**

For businesses claiming Section 3 status by subcontracting 25 percent of the dollar amount awarded for all subcontracts for the previous 12 months to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount for previous 12 months

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full-time employees
- Housing Authority residential lease less than 3 years from day of employment
- List of employees claiming Section 3 status
- Other evidence of Section 3 status less than 3 years from date of employment

The undersigned swears that the foregoing statements are true and correct and understands that false statements may initiate action under Federal or State laws concerning false statements.

Signature: _____

Date: _____

Title: _____

Print Name: _____

Name of Firm: _____

Business Address: _____

Phone: _____

Business License Number: _____

Contractor's License Number: _____

MUST BE SUBMITTED WITH BID
ATTACHMENT "C"

SECTION 3 PROVISIONS*

- A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

* To be inserted into every subcontract for work.

**RESIDENT EMPLOYMENT/BUSINESS
UTILIZATION BIDDER'S CERTIFICATION**

Name of Company: _____

Address: _____

Project Title: _____ Project Number: _____

This is to certify that I have read and understand the resident employment/business utilization requirements that apply to the above cited project, said requirements being known as the Section 3 Clause found in 24 CFR 75 and that the _____ is under no contractual
(name of company)

restrictions or other disability which would prevent it from complying with said requirements.

Signature of Company Officer: _____

Print Name: _____

Title of Officer: _____

Date: _____

**MUST BE SUBMITTED WITH BID
ATTACHMENT "F"**

**MONTHLY
SECTION 3 REPORT**

LITTLE VILLAGE RAD LP

Instructions for Completion

Project Name and Number: _____

Prime Contractor Report Must Include Total Labor Hours for all Section 3 Qualified Employees and Report Cumulative Fiscal Year (July – June) to Date Information

Part I: Employment and Training Opportunities

- Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.
- Column B:** Enter the number of total labor hours for each category of workers identified in **Column A** in connection with this project. "Total Labor Hours Worked" are all hours worked by employees, or employees of contractors, funded by covered funds (public housing operating or capital).
- Column C:** Enter the number of Section 3 Labor Hours Worked for each category of workers identified in **Column A** in connection with this project. "Section 3 Labor Hours Worked" are the subset of the total hours worked by a Section 3 Worker (generally low or very low-income at time of hire).
- Column D:** Enter the number of Targeted Section 3 Labor Hours Worked for each category of workers identified in **Column A** in connection with this project. "Targeted Section 3 Labor Hours Worked" are the subset of **Column C** that are hours worked by recipients of housing assistance, and other criteria.
- Column E:** Please mark a selection for **Column E** based on HUD Labor Hour Benchmark Goals

EMPLOYMENT & TRAINING OPPORTUNITIES

Prime Contractor Report Must Include Total Labor Hours for all Section 3 Subcontractors

Project Name and Number: _____

Contractor Name & Address: (Street, State, Zip):	License Number:	Dollar Amount of Contract:
	Contact Person:	Phone: (Include Area Code)
	Reporting Period:	Date Report Submitted:

Part I: Employment and Training (Include Labor Hours in columns B, C, & D.)**

A Job Category	B Total Number of Labor Hours	C Number of Labor Hours worked by Section 3 Worker(s)	D Number of Labor Hours Worked by Targeted Section 3 Worker(s)	E** Did the reporting agency meet the Safe Harbor Benchmark Goal? (Y/N)
Professionals				
Technicians				
Office/Clerical				
Construction by Trade (List)				
Trade:				
Trade:				
Trade:				
Trade:				
Trade:				
Other (List)				
Total				Yes / No

**SUBMIT MONTHLY
ATTACHMENT "H"**

Part II: Summary - Cumulative to Date Reporting Required

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

_____ Attempted to recruit low-income residents through: contacting Housing Authority of the County of Kern's Resident Services, local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county) in which this Section 3 covered project is located, or similar methods.

_____ Participated in a HUD program or other program which promotes the training or employment of Section 3 Residents.

_____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 Business Concerns.

_____ Other; describe below or on additional attached pages if required.

**SUBMIT MONTHLY
ATTACHMENT "H"**

SECTION V

**CONTRACT AND
BOND SPECIFICATIONS**

DRAFT AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Little Village RAD LP
601 24th Street
Bakersfield, CA 93301
« »

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

Little Village RAD Improvements
714 Smith Street
Bakersfield, CA 93301

The Architect:
(Name, legal status, address and other information)

PDA Architects
1330 22nd Street #100
Bakersfield, CA 93301
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
-

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

<< >>

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

<< >>

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

<< >>

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

<< >>

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

<< >> % << >>

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

<< >>

<< >>

<< >>

<< >>

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (Specify)
-

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

<< >>

[<< >>] The Sustainability Plan:

Title	Date	Pages

[<< >>] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

<< >>

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

<< >><< >>

(Printed name and title)

CONTRACTOR (Signature)

<< >><< >>

(Printed name and title)

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the contract.
3. The penal sum shall be not less than that required by the Specifications.
4. If the Principals are partners, or joint venturers, each member shall execute the bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the secretary or assistant secretary thereof under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the signing, duly certified by the secretary of assistant secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the contract (original counterpart) intended for signing.
 - a. Subsequent to the award and within 15 days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Local Authority a contract in the form included in the specifications in such number of counterparts as the Local Authority may require. Separate contract forms, in lieu of those found in the Specifications, shall be used for the purpose.

b. Having satisfied all conditions of awarded as set forth elsewhere in these documents, the successful bidder shall, within the period specified in "a" above, furnish (1) a performance bond as security for the faithful performance of the contract and (2) a payment bond as security for the payment of all person, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work. Each such bond shall be in the appropriate form of bond included in the specification and shall bear a date the same as or subsequent to the date of the contract. The penal sum in each bond shall not be less than 50% of the amount of the contract as awarded.

c. On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power-of-attorney for the person who signs for any surety company shall be attached to each bond.

d. The failure of the successful bidder to execute such contract and to supply the required bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Authority may grant based upon reasons determined adequate by the Local Authority shall constitute a default, and the Local Authority may either award the contract to the next responsible bidder or readvertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

Bonding assistance to small construction contractors is authorized by Section 911 of the Housing and Urban Development Act of 1970. The Act authorizes the Small Business Administration to provide a 90% guarantee on contracts of \$1,000,000 or below to any surety company which will provide bid, payment, or performance bonds to the small construction contractor. This "Bonding Assistance" will help the small construction contractor obtain bonding but will not affect bonding rates. The Contractor will pay 100% of the bonding costs for the amount bid. No bid will be awarded without required bonding. The cost of the performance and payment bonds shall be included in the bid price.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Little Village RAD LP, State of California, has awarded to:

(Name of Contractor)

(Address)

hereinafter designated as the "Principal", a contract dated _____, 20____, for the performance of the General Construction work on the _____ in the _____; and WHEREAS, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the Little Village RAD LP hereinafter called the Local Authority, in the sum of _____ (\$_____) dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators an successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Local Authority, its officers, agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the Contract or to the work or the Specification.

IN WITNESS WHEREOF, THE above bounden parties have executed this instrument under their seals this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the Authority of its governing body.

ATTEST:

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charges is \$ _____

(The above is to be filled in by Surety Company. Power-of-attorney of person signing for Surety Company must be attached.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ Secretary of the corporation named as principal in the within bond; that _____ who signed the said bond on behalf of the principal was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

_____ Corporate Seal

Note: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors or assigns, his or its subcontractors, shall fail to pay for any materials, provision, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work labor thereon of any kind, as required by the provisions of an Act of the Legislature of the State of California, entitled "An act to secure the payment of claims of persons employed by contractors upon public workers, and the claims of persons who furnish materials, supplies, teams, implements, or machinery used on consumed by such contractor in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as now or hereinafter amended and provided that the persons, companies or corporations so furnishing said materials, provision, provender, other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the court, awarded and taxed in the above mentioned State provided.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Little Village RAD , LP State of California, has awarded to:

(Name of Contractor)

(Address)

hereinafter designated as the "Principal" a contract dated _____, 20____, for the performance of certain work on the site of _____, in the _____; and

WHEREAS, said principal is required to furnish a Bond in connection with said contract, providing that if said Principal or any of his or its subcontractors, shall fail to pay for any materials, provision, provender or other supplies or teams used in, upon, for or about the performance for the work on contracted to be done, or for any work or labor done thereon of any kind, the Surety on this Bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, we the Principal _____ as Surety, are held and firmly bound unto the Little Village RAD LP, hereafter called the Local Authority in the penal sum of _____ (\$ _____) Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents; and the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of additions to the terms of the Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to the Authority of its governing body.

ATTEST:

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

The rate of premium on this bond is \$ _____ per thousand. The total of premium charges is \$ _____.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ Secretary of the Corporation named as principal in the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature thereto is genuine; and that said bond was fully signed, sealed and attested for an in behalf of said corporation by authority of its governing body.

_____ Corporate Seal

Note: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

SECTION VI

**GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION
Insert AIA**

DRAFT AIA® Document A201® - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Little Village RAD Improvements
714 Smith Street, Bakersfield, CA 93307

THE OWNER:

(Name, legal status and address)

Little Village RAD LP
601 24th Street, Bakersfield, CA 93301

THE ARCHITECT:

(Name, legal status and address)

PDA Architects
1330 22nd Street #100, Bakersfield, CA 93301

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,

4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,

9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,

3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,

3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,

15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, **11.1.3**, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,
7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,
11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,
9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,
13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,
15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4

Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,
15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3,
7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,
9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,
12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,
8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, **6.1.2**
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,
10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1

Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,

10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5,
15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections
13.4.1, 13.4.2

Observations, Contractor's
3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,
13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

**Owner's Right to Perform Construction and to
Award Separate Contracts**

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION

OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.2**

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work
4.2.6, 12.2.1

Releases and Waivers of Liens
9.3.1, 9.10.2

Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor
3.12

Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4

Royalties, Patents and Copyrights
3.17

Rules and Notices for Arbitration
15.4.1

Safety of Persons and Property
10.2, 10.4

Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

Samples, Definition of
3.12.3

Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7

Samples at the Site, Documents and
3.11

Schedule of Values
9.2, 9.3.1

Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of
6.1.1

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing
4.2.6, 12.2.1, 13.4

Specifications, Definition of
1.1.6

Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations
15.1.2, 15.4.1.1

Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS
5

Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, **11.3**

Substances, Hazardous
10.3

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2

Substantial Completion, Definition of
9.8.1

Substitution of Subcontractors
5.2.3, 5.2.4

Substitution of Architect
2.3.3

Substitutions of Materials
3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
3.7.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience 14.3

Suspension of the Work
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.4.4

**Termination by the Contractor
14.1, 15.1.7**

**Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7**

**Termination by the Owner for Convenience
14.4**

Termination of the Architect
2.3.3

Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,
15.1.2, 15.1.3, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work
9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK 12

Uncovering of Work 12.1

Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices
7.3.3.2, 9.1.2

Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

**Use of Site
3.13, 6.1.1, 6.2.1**

**Values, Schedule of
9.2, 9.3.1**

Waiver of Claims by the Architect
13.3.2

Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages
14.2.4, 15.1.7

Waiver of Liens
9.3, 9.10.2, 9.10.4

**Waivers of Subrogation
6.1.1, 11.3**

**Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2**

Weather Delays
8.3, 15.1.6.2

**Work, Definition of
1.1.3**

Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations
4.2.11, 4.2.12

Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 damage to the Owner or a Separate Contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



SECTION VII

WAGE RATES

"General Decision Number: CA20260009 01/02/2026

Superseded General Decision Number: CA20250009

State: California

Construction Type: Residential

Counties: Fresno, Kern, Madera, Merced, San Joaquin, Stanislaus and Tulare Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number 0 Publication Date 01/02/2026

ELEC0100-004 07/01/2022

FRESNO, MADERA AND TULARE COUNTIES:

	Rates	Fringes
Electricians:		
One and two-stories.....	\$ 19.00	7.72
Three and Four-stories.....	\$ 37.50	22.18

ELEC0428-002 12/30/2024

KERN COUNTY

	Rates	Fringes
ELECTRICIAN		
China Lake Naval Weapons		
Center, Edwards AFB.....	\$ 65.40	3%+20.19
Remainder of Kern County....	\$ 53.65	3%+20.19

ELEC0595-005 06/01/2024

SAN JOAQUIN COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 49.45	3%+30.48

ELEC0684-003 12/01/2024

MERCED AND STANISLAUS COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 48.50	30.09

* ENGI0003-007 06/30/2025

""AREA 1"" WAGE RATES ARE LISTED BELOW
""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 65.54	34.69
GROUP 2.....	\$ 64.09	34.69
GROUP 3.....	\$ 62.69	34.69
GROUP 4.....	\$ 61.36	34.69
GROUP 5.....	\$ 60.15	34.69
GROUP 6.....	\$ 58.88	34.69
GROUP 7.....	\$ 57.79	34.69
GROUP 8.....	\$ 56.71	34.69
GROUP 8-A.....	\$ 54.69	34.69
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 66.39	34.69
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 64.70	34.69
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 63.06	34.69
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (GPS,

mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete

forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self- propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with
Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra
County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

- Area 1: Western portion
- Area 2: Remainder

SHASTA COUNTY:

- Area 1: All but the Northeastern corner
- Area 2: Remainder

SIERRA COUNTY:

- Area 1: Western part
- Area 2: Remainder

SISKIYOU COUNTY:

- Area 1: Central part
- Area 2: Remainder

SONOMA COUNTY:

- Area 1: All but the Northwestern corner
- Area 2: Reaminder

TEHAMA COUNTY:

- Area 1: All but the Western border with mendocino & Trinity Counties
- Area 2: Remainder

TRINITY COUNTY:

- Area 1: East Central part and the Northeaster border with Shasta County
- Area 2: Remainder

TULARE COUNTY;

- Area 1: Remainder
- Area 2: Eastern part

TUOLUMNE COUNTY:

- Area 1: Remainder
- Area 2: Eastern Part

 ENGI0003-019 06/30/2025

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 55.85	28.56
AREA 2.....	\$ 57.85	28.56
GROUP 2		
AREA 1.....	\$ 52.25	28.56
AREA 2.....	\$ 54.25	28.56
GROUP 3		
AREA 1.....	\$ 47.64	28.56
AREA 2.....	\$ 49.64	28.56

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY

- Area 1: Remainder
- Area 2: Eastern part

MARIPOSA COUNTY

- Area 1: Remainder
- Area 2: Eastern part

MENDOCINO COUNTY:

- Area 1: Central and Southeastern parts
- Area 2: Remainder

MONTEREY COUNTY

- Area 1: Remainder
- Area 2: Southwestern part

NEVADA COUNTY:

- Area 1: All but the Northern portion along the border of Sierra County
- Area 2: Remainder

PLACER COUNTY:

- Area 1: All but the Central portion
- Area 2: Remainder

PLUMAS COUNTY:

- Area 1: Western portion
- Area 2: Remainder

SHASTA COUNTY:

- Area 1: All but the Northeastern corner
- Area 2: Remainder

SIERRA COUNTY:

- Area 1: Western part
- Area 2: Remainder

SISKIYOU COUNTY:

- Area 1: Central part
- Area 2: Remainder

SONOMA COUNTY:

- Area 1: All but the Northwestern corner
- Area 2: Reaminder

TEHAMA COUNTY:

- Area 1: All but the Western border with mendocino & Trinity Counties
- Area 2: Remainder

TRINITY COUNTY:

- Area 1: East Central part and the Northeaster border with Shasta County
- Area 2: Remainder

TULARE COUNTY;

- Area 1: Remainder
- Area 2: Eastern part

TUOLUMNE COUNTY:

- Area 1: Remainder
- Area 2: Eastern Part

ENGI0012-009 07/01/2018

KERN COUNTY

SITE WORK ONLY

Rates Fringes

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting Equipment)

GROUP 1.....	\$ 46.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25

OPERATOR: Power Equipment

GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 7.....	\$ 49.18	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Edwards AFB

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunitite work shall be classified as a concrete mobile mixer operator.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator

operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oepreator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist

operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar

and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and

similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

PAIN0016-014 01/01/2025

MERCED, STANISLAUS & SAN JOAQUIN COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 43.45	22.80

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0036-017 07/01/2023

KERN COUNTY:

	Rates	Fringes
PAINTER (Including Lead Abatement)		
(1) Repaint.....	\$ 25.40	15.87
(2) All other work.....	\$ 34.08	18.50

PAIN0294-001 01/01/2023

FRESNO, MADERA AND TULARE COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.53	23.19

PAIN1237-004 01/01/2024

SAN JOAQUIN AND STANISLAUS COUNTIUES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.54	26.59

PAIN1247-004 01/01/2025

KERN COUNTY

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 45.15	19.43

PLAS0300-004 07/01/2017

SITE WORK ONLY:

FRESNO, MADERA, MERCED, SAN JOAQUIN, STANISLAUS AND TULARE COUNTIES:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.20	19.71

PLAS0500-004 07/01/2025

SITE WORK ONLY:

KERN COUNTY:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 47.70	27.07

PLUM0345-002 09/01/2025

KERN COUNTY

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 44.75	26.20
Sewer & Storm Drain Work....	\$ 48.84	23.58

PLUM0460-001 09/01/2025

KERN COUNTY

	Rates	Fringes
PLUMBER (All other work).....	\$ 48.83	22.73

ROOF0027-003 09/01/2024

FRESNO, KERN, MADERA AND TULARE COUNTIES

	Rates	Fringes
ROOFER.....	\$ 45.76	16.86

ROOF0081-008 08/01/2024

MERCED, SAN JOAQUIN AND STANISLAUS COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 49.65	22.19

SUCA2001-001 08/06/2001

	Rates	Fringes
Brick Tender.....	\$ 11.00	.96
BRICKLAYER.....	\$ 17.00	1.12
CARPENTER.....	\$ 21.24	7.20
Laborer, General.....	\$ 7.25	
LATHER.....	\$ 15.00	
PLASTERER.....	\$ 17.50	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION

..

SECTION VIII

ASBESTOS REPORTS

**ASBESTOS SURVEY
LITTLE VILLAGE (8-5 & 8-6B)
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Project No. 024-24072
November 5, 2024

Prepared for:
Maria Guzman
Housing Authority of the County of Kern
601 24th Street
Bakersfield, California 93301
(661) 631-8500

Prepared by:
Krazan & Associates, Inc.
215 West Dakota Avenue
Clovis, California 93612
(559) 348-2200

TABLE OF CONTENTS
Project No. 024-24072

	Page
1.0 INTRODUCTION	1
2.0 PURPOSE AND SCOPE OF WORK.....	1
3.0 BUILDING DESCRIPTION.....	1
4.0 INVESTIGATIVE METHODS	2
4.1 Sampling Protocols	2
4.2 Laboratory Analytical Methods	2
5.0 RESULTS OF INVESTIGATION	2
6.0 CONCLUSIONS	3
7.0 LIMITATIONS	4

Figures

Asbestos Survey Results.....	following text
Floor Plan.....	following Results

Appendices

Analytical Results and Chain-of-Custody Record	A
DOSH Certifications	B

November 5, 2024

Project No. 024-24072

**ASBESTOS SURVEY
LITTLE VILLAGE (8-5 & 8-6B)
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

1.0 INTRODUCTION

This report presents the results of our asbestos survey for the structures located at the Housing Authority of the County of Kern's Little Village Property whose office is located at 714 Smith St. in Bakersfield, California. The asbestos survey was conducted under the conditions of Krazan & Associates, Inc.'s (Krazan's) Proposal No. P24-439, dated September 26, 2024. Stephen M. Pelz, Executive Director of the Housing Authority gave written authorization on October 2, 2024, for Krazan to proceed with the asbestos survey. A list of all addresses associated with this property is attached following the text of this report.

2.0 PURPOSE AND SCOPE OF WORK

The purpose of the asbestos survey was to identify and quantify the presence of potential asbestos-containing materials (ACMs) at the on-site structures. The scope of work for the asbestos survey included conducting a visual survey of the structures and conducting bulk sampling and analysis of materials suspected to contain asbestos. This survey was performed in accordance with applicable local, state, and federal regulations.

3.0 BUILDING DESCRIPTION

The site is located on the west side of Cottonwood, north of Belle Terrace in Bakersfield, California. The property is made up of eighty-eight buildings containing one hundred and fifty-four units mixed amongst private single-family residences. The structures were single-story and two-story concrete block structures with concrete slab-on-grade foundation, stucco, wood, and brick exterior walls, with composite shingle roofing. Interior construction included gypsum board and plaster ceilings; gypsum board, plaster, wood, and concrete block walls; and wood/concrete floors overlain (in areas) by sheet flooring, wall-to-wall carpeting, floor tiles, ceramic tiles, and vinyl plank flooring.

4.0 INVESTIGATIVE METHODS

4.1 Sampling Protocols

Three hundred and ninety-four (394) samples of suspected ACMs were collected from throughout the on-site structures. Sample locations for this survey were chosen in a semi-random fashion with emphasis placed on minimizing damage to the sampled materials. The samples were collected by carefully removing a small amount of the suspect material in a non-abrasive manner. If possible, samples were collected from existing damaged areas or loose pieces of materials. Each sample was placed in a separate sealed plastic bag, and labeled with the project number and sample number. Refer to the Floor Plans following the text for the bulk sample locations.

4.2 Laboratory Analytical Methods

The bulk samples collected were analyzed by E.H.S. Laboratories of Richmond, Virginia, to detect the presence, type, and percentage of asbestos by polarized light microscopy/dispersion staining, following the procedure described in 40 CFR 763, Subpart E, Appendix A (ASHERA). Copies of the Analytical Results and Chain-of-Custody Record are included in Appendix A.

5.0 RESULTS OF INVESTIGATION

As stated previously, 394 samples of suspected ACMs were collected from throughout the structures. Analytical laboratory results and field observations of the materials sampled have been summarized on Table I, following the text of this report. Information presented within the table includes the sample number, the sample description, the location where the sample was obtained, the asbestos content, the volume of ACMs identified (typically expressed in square feet), the condition of the material sampled, and a listing of locations where similar (homogenous) ACMs were also noted (although not necessarily sampled in these areas). In addition, footnotes have been provided to convey pertinent information regarding the specific sample or homogenous material.

The following materials were identified as containing at least one percent asbestos:

Black flooring mastic – see Table I & Figures (Sample Nos. 6, 48, 146, 161, 169, 173, 215, 268, and 288). This material would be considered a Category I non-friable ACM under the NESHAP Regulations. 9-in by 9-in Floor tile and black mastic – see Table I & Figures (Sample No. 47). This material would be considered a Category I non-friable ACM under the NESHAP Regulations.

The following materials were identified as containing at least one percent asbestos: (continued)

Floor tile and black mastic – see Table I & Figures (Sample Nos. 147, 156, 270, and 278). This material would be considered a Category I non-friable ACM under the NESHAP Regulations.

6.0 CONCLUSIONS

The National Emissions Standards for Hazardous Air Pollutants (NESHAP) defines regulated asbestos-containing materials (RACM) as the following: friable materials containing more than one percent asbestos as determined by polarized light microscopy; Category I non-friable materials (i.e., floor tiles, asphalt roofing products) containing more than one percent asbestos that have become friable, have been subjected to or will be subjected to sanding, grinding, cutting, or abrading; and Category II non-friable materials (i.e., non-friable asbestos-containing materials that are not Category I materials) containing more than one percent asbestos that have a high probability of becoming or have already been reduced to a friable condition by demolition or renovation activities. The above-noted samples that contain greater than one percent asbestos may meet the definition of a RACM under the NESHAP depending on the abatement method employed. In addition, the California Division of Occupational Safety and Health (Cal-OSHA) defines asbestos-containing construction material (ACCM) as greater than 0.1 percent asbestos. The above-noted samples that contain greater than 0.1 percent asbestos would meet the definition of an ACCM.

If these asbestos-containing materials are left in place, the occupants of the structure should avoid buffing, sanding, grinding, or abrading these materials in any way. These activities could potentially release asbestos fibers. An Operations and Maintenance Program (O&M Program) could be developed for the management of asbestos-containing materials if left in place. The development and implementation of such a program would require the designation and training of an asbestos program manager. The asbestos program manager would be responsible for conducting periodic inspections of the asbestos-containing materials, record keeping requirements, and providing awareness training necessary for any maintenance or custodial personnel required to clean or repair these materials. Furthermore, it is recommended that the asbestos program manager notify all potentially affected individuals.

When building maintenance, repair, renovation, or other activities disturb or damage ACMs, asbestos fibers may be released creating a potential hazard. Therefore, removal of friable and non-friable ACMs that have the potential to become friable during demolition and/or renovation is federally regulated under the NESHAP. The San Joaquin Valley Air Pollution Control District (APCD) is the responsible agency

KRAZAN & ASSOCIATES, INC.

With Offices Serving the Western United States

on the local level to enforce the NESHAP. The APCD Regional Office requires that asbestos-containing materials (ACM) be removed prior to renovation or demolition activities. Additionally, the APCD must be notified prior to any demolition and/or renovation activities.

7.0 LIMITATIONS

This survey and review of the subject property has been limited in scope. This investigation is undertaken with the risk that visual observations and random sampling alone would not reveal the presence, full nature, and extent of asbestos-containing materials. Krazan makes no representation as to the asbestos content of materials not sampled or that were inaccessible to our inspector (i.e., between walls, beneath floors, in pipe chases, etc.). The asbestos sample locations and building dimensions were measured/located in the field by tape measurement from existing features. Therefore, the sample locations, building dimensions, and approximate square footage of asbestos-containing materials should be considered accurate only to the degree implied by the methods used.

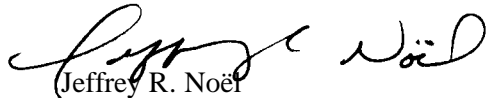
The findings presented in this report were based on field observations, random sampling and analysis, review of available data, and discussions with local regulatory and advisory agencies. Therefore, the data obtained are clear and accurate only to the degree implied by the sources and methods used. The information presented herewith was based on professional interpretation using presently accepted methods with a degree of conservatism deemed proper as of the report date. We do not warrant that future technical developments cannot supersede such data.

This asbestos survey is not intended to be the sole basis for asbestos removal bids. Confirmation of the condition and volume of the ACMs should be conducted by prospective removal contractors prior to accepting removal bids. This report is provided for the exclusive use of the client noted on the cover page and is subject to the terms and conditions in the applicable contract between the Client and Krazan. The client is the only party to whom Krazan has explained the risks involved and has been involved in the shaping of the scope of services needed to satisfactorily manage those risks, if any, from the client's point of view. Any third party use of this report, including use by the Client's lender, prospective purchaser, or lessee will be subject to the terms and conditions governing the contractual work between the Client and Krazan. The unauthorized use of, reliance on, or release of the information contained in this report, without the expressed written consent of Krazan, is strictly prohibited and will be without risk or liability to Krazan.

Asbestos analysis was conducted by a laboratory accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology (NIST). The results of the asbestos analyses are accurate only to the degree and care of ensuring the testing accuracy and the representative nature of the samples obtained.

If you have any questions or if we may be of further assistance, please do not hesitate to contact our office at (559) 348-2200.

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.



Jeffrey R. Noë
DOSH Certified Asbestos Consultant
No. 00-2828

JRN/mlt

Exhibit A

Little Village 8-5/8-6 Unit Directory								Rev. 9/9/2024
Line#	Unit	Address	APN#	# of Bedrooms	Building Type	# of Units in Parcel	Total Parcels	
Office: 714 Smith Street, Bakersfield, CA/Community Room: 600 Gay Street, Bakersfield, CA								
1	005001	700 SMITH ST #A	168-120-34	3	Building D	4	1	
2	005002	700 SMITH ST #B	168-120-34	3	Building D			
3	005003	702 SMITH ST #A	168-120-34	3	Building D			
4	005004	702 SMITH ST #B	168-120-34	3	Building D			
5	005005	706 SMITH ST #A	168-120-35	4	*Building D	17	1	*Converted to a 4 bed/1.5 bath unit
6	005006	706 SMITH ST #B	168-120-35	2	*Building D			*Converted to a 2 bedroom unit
7	005007	704 SMITH ST #A	168-120-35	3	Building D			
8	005008	704 SMITH ST #B	168-120-35	3	Building D			
9	005009	712 SMITH ST #A	168-120-35	3	Building D			
10	005010	712 SMITH ST #B	168-120-35	3	Building D			
11	005011	604 GAY ST #B	168-120-35	3	Building C			
12	005012	604 GAY ST #A	168-120-35	3	Building C			
13	005013	708 SMITH ST #A	168-120-35	3	Building D			
14	005014	708 SMITH ST #B	168-120-35	3	Building D			
15	005015	710 SMITH ST #A	168-120-35	3	Building C			
16	005016	710 SMITH ST #B	168-120-35	3	Building C			
17	005017	701 CANNON AV #A	168-120-35	2	Building B			
18	005018	701 CANNON AV #B	168-120-35	2	Building B			
19	005019	705 CANNON AV #A	168-120-35	3	Building D			
20	005020	705 CANNON AV #B	168-120-35	3	Building D			
21	005022	709 CANNON AV	168-120-35	2	Building B			
22	005023	701 GAY ST #B	168-120-24	3	Building D	4	1	
23	005024	701 GAY ST #A	168-120-24	3	Building D			
24	005025	801 SMITH ST #A	168-120-24	3	Building C			
25	005026	801 SMITH ST #B	168-120-24	3	Building C			
26	005027	804 SMITH ST	168-120-18	4	Building E	1	1	
27	005028	821 CANNON AV	168-120-13	4	Building E	1	1	
28	005029	901 CANNON AV #A	168-061-01	3	Building C	2	1	
29	005030	901 CANNON AV #B	168-061-01	3	Building C			
30	005031	903 CANNON AV #A	168-061-02	3	Building C	2	1	
31	005032	903 CANNON AV #B	168-061-02	3	Building C			
32	005033	812 CANNON AV	168-120-04	4	Building E	1	1	
33	005034	905 MCNEW CT #A	168-052-02	2	Building B	2	1	
34	005035	905 MCNEW CT #B	168-052-02	2	Building B			
35	005036	901 MCNEW CT #A	168-052-01	2	Building B	2	1	
36	005037	901 MCNEW CT #B	168-052-01	2	Building B			
37	005038	813 MCNEW CT	168-120-02	4	Building E	12	1	
38	005039	811 MCNEW CT #B	168-120-02	3	Building C			
39	005040	811 MCNEW CT #A	168-120-02	3	Building C			
40	005041	809 MCNEW CT #B	168-120-02	3	Building C			
41	005042	809 MCNEW CT #A	168-120-02	3	Building C			
42	005043	807 MCNEW CT #B	168-120-02	3	Building C			
43	005044	807 MCNEW CT #A	168-120-02	3	Building C			
44	005045	805 MCNEW CT #B	168-120-02	3	Building C			
45	005046	805 MCNEW CT #A	168-120-02	3	Building C			
46	005047	803 MCNEW CT #B	168-120-02	3	Building C			

Little Village 8-5/8-6 Unit Directory								Rev. 9/9/2024	
Line#	Unit	Address	APN#	# of Bedrooms	Building Type	# of Units in Parcel	Total Parcels		
Office: 714 Smith Street, Bakersfield, CA/Community Room: 600 Gay Street, Bakersfield, CA									
47	005048	803 MCNEW CT #A	168-120-02	3	Building C	14	1		
48	005049	801 MCNEW CT	168-120-02	4	Building E				
49	005050	800 MCNEW CT #B	168-120-01	3	Building D				
50	005051	800 MCNEW CT #A	168-120-01	3	Building D				
51	005052	802 MCNEW CT #B	168-120-01	2	Building D*				*Converted to a 2 bedroom unit
52	005053	802 MCNEW CT #A	168-120-01	4	Building D*				*Converted to a 4 bed/1.5 bath unit
53	005054	804 MCNEW CT #B	168-120-01	2	Building D*				*Converted to a 2 bedroom unit
54	005055	804 MCNEW CT #A	168-120-01	4	Building D*				*Converted to a 4 bed/1.5 bath unit
55	005056	816 McNew Ct #B	168-120-01	2	Building B				
56	005057	816 McNew Ct #A	168-120-01	2	Building B				
57	005058	814 McNew Ct #A	168-120-01	2	Building B				
58	005059	814 McNew Ct #B	168-120-01	2	Building B				
59	005060	810 MCNEW CT #A	168-120-01	2	Building B				
60	005061	810 MCNEW CT #B	168-120-01	2	Building B				
61	005062	812 MCNEW CT#A	168-120-01	2	Building B				
62	005063	812 MCNEW CT #B	168-120-01	2	Building B				
63	005064	909 FELIZ DR	168-051-03	4	Building E	3	1		
64	005065	913 FELIZ DR #A	168-051-03	3	Building C				
65	005066	913 FELIZ DR #B	168-051-03	3	Building C				
66	005067	917 FELIZ DR #B	168-051-04	3	Building C	2	1		
67	005068	917 FELIZ DR #A	168-051-04	3	Building C				
68	005069	1001 FELIZ DR	168-081-01	1	Building A	2	1		
69	005070	401 JASTRO AV #B	168-081-01	1	Building A				
70	005071	409 JASTRO AV #A	168-081-02	3	Building C	2	1		
71	005072	409 Jastro #B	168-081-02	3	Building C				
72	005073	1009 FELIZ DR #A	168-081-03	1	Building A	2	1		
73	005074	1009 FELIZ DR #B	168-081-03	1	Building A				
74	005075	1100 MCNEW CT #A	168-081-15	3	Building D	2	1		
75	005076	1100 MCNEW CT #B	168-081-15	3	Building D				
76	005077	1104 MCNEW CT #A	168-081-14	3	Building C	2	1		
77	005078	1104 MCNEW CT #B	168-081-14	3	Building C				
78	005079	1101 FELIZ DR #A	168-081-07	3	Building C	4	1		
79	005080	1101 FELIZ DR #B	168-081-07	3	Building C				
80	005081	1105 FELIZ DR #B	168-081-07	1	Building A				
81	005082	1105 FELIZ DR #A	168-081-07	1	Building A				
82	005083	900 FELIZ DR #A	168-043-01	3	Building D, U-2	12	1		
83	005084	900 FELIZ DR #B	168-043-01	3	Building D, U-1				
84	005085	916 FELIZ DR #A	168-043-01	3	Building D, U-2				
85	005086	916 FELIZ DR #B	168-043-01	3	Building D, U-1				
86	005087	908 FELIZ DR #A	168-043-01	3	Building D, U-2				
87	005088	908 FELIZ DR #B	168-043-01	3	Building D, U-1				
88	005089	316 JASTRO AV #B	168-043-01	3	Building D, U-2				
89	005090	316 JASTRO AV #A	168-043-01	3	Building D, U-1				
90	005091	308 JASTRO AV #B	168-043-01	3	Building D, U-2				
91	005092	308 JASTRO AV #A	168-043-01	3	Building D, U-1				
92	005093	300 JASTRO AV #B	168-043-01	1	Building A, U-2-Accessible				
93	005094	300 JASTRO AV #A	168-043-01	1	Building A, U-1				

Little Village 8-5/8-6 Unit Directory								Rev. 9/9/2024
Line#	Unit	Address	APN#	# of Bedrooms	Building Type	# of Units in Parcel	Total Parcels	
Office: 714 Smith Street, Bakersfield, CA/Community Room: 600 Gay Street, Bakersfield, CA								
94	005095	1106 FELIZ DR #A	168-042-14	4	Building E	1	1	
95	06B107	1021 SMITH ST UNIT 107	168-062-05	4	Building E	1	1	Little Village 8-6B Line #95 through Line #154
96	06B108	1211 SMITH ST	168-112-04	4	Building E	1	1	
97	06B109	1309 SMITH ST #A	168-112-24	3	Building C	4	1	
98	06B110	1309 SMITH ST #B	168-112-24	3	Building C			
99	06B111	1313 SMITH ST #A	168-112-24	3	Building C			
100	06B112	1313 SMITH #B	168-112-24	3	Building C			
101	06B113	1000 SMITH ST #A	168-100-01	3	Building C	19	1	
102	06B114	1000 SMITH ST #B	168-100-01	3	Building C			
103	06B115	605 JASTRO AV #A	168-100-01	2	Building B			
104	06B116	605 JASTRO AV #B	168-100-01	2	Building B			
105	06B117	1004 SMITH ST #A	168-100-01	2	Building B			
106	06B118	1004 SMITH ST #B	168-100-01	2	Building B			
107	06B119	1008 SMITH ST #A	168-100-01	3	Building C			
108	06B120	1008 SMITH ST #B	168-100-01	3	Building C			
109	06B121	1012 SMITH ST #A	168-100-01	2	Building B			
110	06B122	1012 SMITH ST #B	168-100-01	2	Building B			
121	06B133	601 Jastro Av #B	168-100-01	3	Building C			
122	06B134	601 JASTRO AV #A	168-100-01	3	Building C			
123	06B135	1001 CANNON AV	168-100-01	4	Building E			
124	06B136	1005 CANNON AV #A	168-100-01	2	Building B			
125	06B137	1005 CANNON AV #B	168-100-01	2	Building B			
126	06B138	1009 CANNON AV #A	168-100-01	3	Building C			
127	06B139	1009 CANNON AV #B	168-100-01	3	Building C			
128	06B140	1013 CANNON AV #B	168-100-01	2	Building B			
129	06B141	1013 CANNON AV #A	168-100-01	2	Building B			
111	06B123	1100 SMITH ST	168-100-15	4	Building E	1	1	
112	06B124	1112 SMITH ST #A	168-100-12	3	Building C	2	1	
113	06B125	1112 SMITH ST #B	168-100-12	3	Building C			
114	06B126	1116 SMITH ST #A	168-100-11	1	Building A	2	1	
115	06B127	1116 SMITH ST #B	168-100-11	1	Building A			
116	06B128	1204 SMITH ST	168-111-20	4	Building E	1	1	
117	06B129	1210 SMITH ST #A	168-111-27	3	Building C	2	1	
118	06B130	1210 SMITH ST #B	168-111-27	3	Building C			
119	06B131	1212 SMITH ST #B	168-111-25	3	Building C	2	1	
120	06B132	1212 SMITH ST #A	168-111-25	3	Building C			
130	06B142	1117 CANNON AV #A	168-100-07	3	Building C	2	1	
131	06B143	1117 CANNON AV #B	168-100-07	3	Building C			
132	06B144	1121 CANNON AV #A	168-100-08	3	Building C	2	1	
133	06B145	1121 CANNON AV #B	168-100-08	3	Building C			
134	06B146	1301 CANNON AV	168-111-08	4	Building E	1	1	
135	06B147	1104 CANNON AV	168-082-17	4	Building E	1	1	
136	06B148	1204 CANNON AV #A	168-092-23	3	Building C	2	1	
137	06B149	1204 CANNON AV #B	168-092-23	3	Building C			
138	06B150	1206 CANNON AV #A	168-092-22	3	Building C	2	1	
139	06B151	1206 CANNON AV #B	168-092-22	3	Building C			
140	06B152	1208 CANNON AV #B	168-092-21	3	Building C	2	1	

Little Village 8-5/8-6 Unit Directory								Rev. 9/9/2024
Line#	Unit	Address	APN#	# of Bedrooms	Building Type	# of Units in Parcel	Total Parcels	
Office: 714 Smith Street, Bakersfield, CA/Community Room: 600 Gay Street, Bakersfield, CA								
141	06B153	1208 CANNON AV #A	168-092-21	3	Building C	2	1	
142	06B154	1210 CANNON AV #A	168-092-19	3	Building C	5	1	
143	06B155	1210 CANNON AV #B	168-092-19	3	Building C			
144	06B156	1212 CANNON AV	168-092-19	4	Building E			
145	06B157	1300 CANNON AV #A	168-092-19	3	Building C			
146	06B158	1300 CANNON AV #B	168-092-19	3	Building C			
147	06B159	1105 MCNEW CT #A	168-082-08	3	Building C	2	1	
148	06B160	1105 MCNEW CT #B	168-082-08	3	Building C			
149	06B161	1109 MCNEW CT #A	168-082-09	3	Building C	2	1	
150	06B162	1109 MCNEW CT #B	168-082-09	3	Building C			
151	06B163	1309 MCNEW CT #A	168-092-09	3	Building C	2	1	
152	06B164	1309 MCNEW CT #B	168-092-09	3	Building C			
153	06B165	1313 MCNEW CT #A	168-092-10	3	Building C	2	1	
154	06B166	1313 MCNEW CT #B	168-092-10	3	Building C			
Grand Total		Units:	154			154	44	

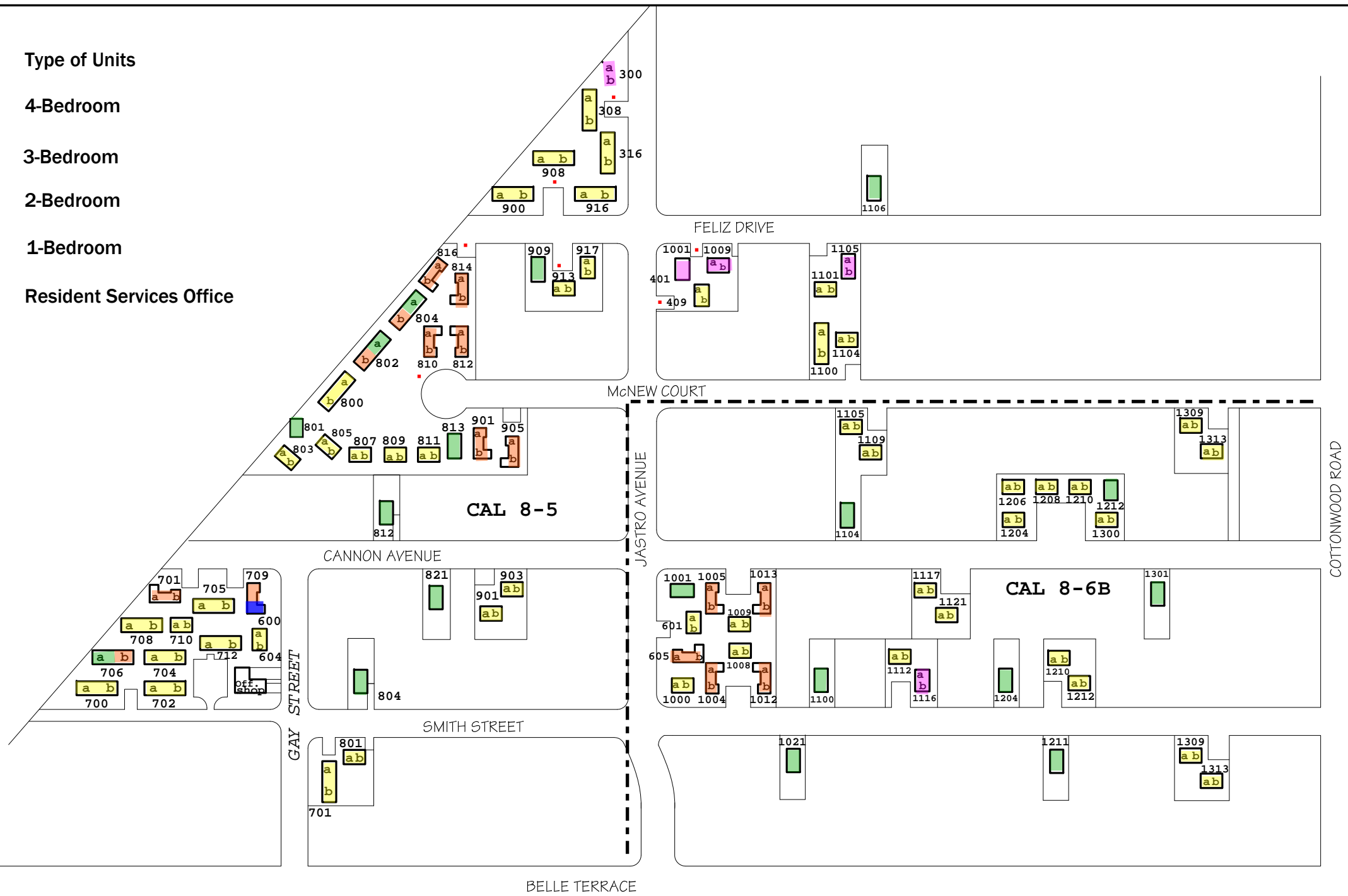
	LV	LVB	Combined
Total 1-Bedroom	8	2	10
Total 2-Bedroom	18	10	28
Total 3-Bedroom	58	40	98
Total 4-Bedroom	10	8	18
Total Units	94	60	154

***PIC has the incorrect unit configuration

# of Buildings	Building Type	Configuration
5	Building Type A	Two, 1-Bedroom Units - Apx. 642 SF (U-1 & U-2)
13	Building Type B	Two, 2 Bedroom units one is 796 SF and the other is 776 SF
35	Building Type C	Two, 3 Bedroom - Two Story Duplex - 1,068 SF with 1 bathroom
17	Building Type D	Two (convertible 3/4 bedroom), (U-1) - 3 Bedroom - 1058 SF, 1 bath; (U-2) -3 Bed/1 bath - 1001 SF
3	Building Type D	Convertible buildings were converted into one 4 Bed/1.5 bath - 1135 SF; one 2 Bed/1 bath 924 SF
15	Building Type E	One, 4 Bedroom - 1,241 SF with 1.5 Bathrooms

Units	Type	Square Feet	
10	1 Bed/1 bath	642	Building A
3	2 Bed/1 bath	924	Building D (converted)
12	2 Bed/1 bath	796	Building B - One 2- bedroom unit was converted into a resident service office
13	2 Bed/1 bath	776	Building B
14	3 Bed/1.5 bath	1001	Building D
14	3 Bed/1 bath	1058	Building D
70	3 Bed/1 bath	1068	Building C - 2 story
15	4 Bed/1.5 bath	1241	Building E
3	4 Bed/1.5 bath	1135	Building D (converted)
154	Total Units		

# of Units	Type of Units
18	4-Bedroom
98	3-Bedroom
28	2-Bedroom
10	1-Bedroom
	Resident Services Office



Office: 714 Smith Street, Bakersfield, CA

LITTLE VILLAGE

TABLE I
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
1	Gypsum board / taping material	913 Feliz Drive, #B	3 Bedroom townhouse	laundry	ND	NC	NA	homogenous throughout
2	Texture	913 Feliz Drive, #B	"	bedroom	ND	NC	NA	homogenous throughout
3	12-in by 12-in Floor tile / mastic	913 Feliz Drive, #B	"	living room	ND	NC	NA	
4	Sheet flooring / mastic	913 Feliz Drive, #B	"	bathroom	ND	NC	NA	
5	Base cove mastic	913 Feliz Drive, #B	"	bedroom	ND	NC	NA	
6	Leveling compound / Mastic	913 Feliz Drive, #B	"	bedroom	ND / 2%	2000	G/NF	under carpet
7	Gypsum board / taping material	917 Feliz Drive, #A	3 Bedroom townhouse	laundry	ND	NC	NA	homogenous throughout
8	Texture	917 Feliz Drive, #A	"	bedroom	ND	NC	NA	homogenous throughout
9	12-in by 12-in Floor tile / mastic	917 Feliz Drive, #A	"	laundry	ND	NC	NA	main
10	12-in by 12-in Floor tile / mastic	917 Feliz Drive, #A	"	laundry	ND	NC	NA	patch
11	Sheet flooring	917 Feliz Drive, #A	"	bathroom	ND	NC	NA	
12	Base cove mastic	917 Feliz Drive, #A	"	bedroom	ND	NC	NA	
13	Stair trim / mastic	917 Feliz Drive, #A	"	stairwell	ND	NC	NA	
14	Gypsum board / taping material	909 Feliz Drive	4 Bedroom	bedroom	ND	NC	NA	homogenous throughout
15	Texture	909 Feliz Drive	"	bedroom	ND	NC	NA	homogenous throughout
16	12-in by 12-in Floor tile / mastic	909 Feliz Drive	"	bedroom	ND	NC	NA	
17	12-in by 12-in Floor tile / mastic	909 Feliz Drive	"	bathroom	ND	NC	NA	
18	12-in by 12-in Floor tile / mastic	909 Feliz Drive	"	bathroom	ND	NC	NA	
19	Base cove mastic	909 Feliz Drive	"	hall	ND	NC	NA	
20	Gypsum board / taping material	900 Feliz Drive, #B	3 Bedroom	laundry	ND	NC	NA	homogenous throughout
21	Texture	900 Feliz Drive, #B	"	bedroom	ND	NC	NA	homogenous throughout
22	Base cove mastic	900 Feliz Drive, #B	"	living room	ND	NC	NA	
23	Gypsum board / taping material	916 Feliz Drive, #B	"	laundry	ND	NC	NA	homogenous throughout
24	Texture	916 Feliz Drive, #B	"	bedroom	ND	NC	NA	homogenous throughout
25	Base cove mastic	916 Feliz Drive, #B	"	living room	ND	NC	NA	
NA	= Not applicable				F	= Fair condition		
NC	= Not calculated				G	= Good condition		
ND	= None detected				NF	= Non-friable		
Trace	= Less than one percent (<1%) chrysotile asbestos				FR	= Friable		

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
26	Gypsum board / taping material	308 Jastro Avenue, #B	3 Bedroom	laundry	ND	NC	NA	homogenous throughout
27	Texture	308 Jastro Avenue, #B	"	bedroom	ND	NC	NA	homogenous throughout
28	Base cove mastic	308 Jastro Avenue, #B	"	living room	ND	NC	NA	
29	Gypsum board / taping material	300 Jastro Avenue, #B	1 Bedroom	laundry	ND	NC	NA	homogenous throughout
30	Texture	300 Jastro Avenue, #B	"	bedroom	ND	NC	NA	homogenous throughout
31	Base cove mastic	300 Jastro Avenue, #B	"	living room	ND	NC	NA	
32	Gypsum board / taping material	1001 Feliz Drive	1 Bedroom	laundry	ND	NC	NA	homogenous throughout
33	Texture	1001 Feliz Drive	"	bedroom	ND	NC	NA	homogenous throughout
34	12-in by 12-in Floor tile / mastic	1001 Feliz Drive	"	bedroom	ND	NC	NA	
35	Sheet flooring / mastic	1001 Feliz Drive	"	bathroom	ND	NC	NA	
36	Base cove mastic	1001 Feliz Drive	"	living room	ND	NC	NA	
37	Gypsum board / taping material	409 Jastro Avenue, #A	3 Bedroom townhouse	laundry	ND	NC	NA	homogenous throughout
38	Texture	409 Jastro Avenue, #A	"	bedroom	ND	NC	NA	homogenous throughout
39	12-in by 12-in Floor tile / mastic	409 Jastro Avenue, #A	"	kitchen	ND	NC	NA	
40	Sheet flooring / mastic	409 Jastro Avenue, #A	"	bathroom	ND	NC	NA	
41	Stair tread / mastic	409 Jastro Avenue, #A	"	stairwell	ND	NC	NA	
42	Stair trim / mastic	409 Jastro Avenue, #A	"	stairwell	ND	NC	NA	
43	Sheet flooring / mastic	409 Jastro Avenue, #A	"	stairwell	ND	NC	NA	
44	Base cove mastic	409 Jastro Avenue, #A	"	living room	ND	NC	NA	
45	Plaster	1105 Feliz Drive, #A	1 Bedroom	living room	ND	NC	NA	homogenous throughout
46	Skim coat	1105 Feliz Drive, #A	"	living room	ND	NC	NA	homogenous throughout
47	9-in by 9-in Floor tile / mastic	1105 Feliz Drive, #A	"	kitchen	3% / 4%	700	G/NF	main
48	Sheet flooring / mastic	1105 Feliz Drive, #A	"	bathroom	ND / 3%	see # 47	G/NF	
49	12-in by 12-in Floor tile / mastic	1105 Feliz Drive, #A	"	kitchen	ND	NC	NA	patch
50	12-in by 12-in Floor tile / mastic	1105 Feliz Drive, #A	"	kitchen	ND	NC	NA	patch

NA = Not applicable

NC = Not calculated

ND = None detected

Trace = Less than one percent (<1%) chrysotile asbestos

F = Fair condition

G = Good condition

NF = Non-friable

FR = Friable

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
51	Base cove mastic	1105 Feliz Drive, #A	3 Bedroom townhouse	bathroom	ND	NC	NA	
52	Plaster	1101 Feliz Drive, #A	"	laundry	ND	NC	NA	homogenous throughout
53	Skim coat	1101 Feliz Drive, #A	"	laundry	ND	NC	NA	homogenous throughout
54	Vinyl plank flooring / mastic	1101 Feliz Drive, #A	"	kitchen	ND	NC	NA	
55	Sheet flooring / mastic	1101 Feliz Drive, #A	"	bathroom	ND	NC	NA	
56	Base cove mastic	1101 Feliz Drive, #A	"	living room	ND	NC	NA	
57	Gypsum board / taping material	1106 Feliz Drive	4 Bedroom	laundry	ND	NC	NA	homogenous throughout
58	Texture	1106 Feliz Drive	"	bedroom	ND	NC	NA	homogenous throughout
59	12-in by 12-in Floor tile / mastic	1106 Feliz Drive	"	living room	ND	NC	NA	
60	Sheet flooring / mastic	1106 Feliz Drive	"	bathroom	ND	NC	NA	
61	Base cove mastic	1106 Feliz Drive	"	living room	ND	NC	NA	
62	Plaster	803 McNew Court, #A	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
63	Skim coat	803 McNew Court, #A	"	bedroom	ND	NC	NA	homogenous throughout
64	12-in by 12-in Floor tile / mastic	803 McNew Court, #A	"	kitchen	ND	NC	NA	
65	Sheet flooring / mastic	803 McNew Court, #A	"	bathroom	ND	NC	NA	
66	Base cove mastic	803 McNew Court, #A	"	living room	ND	NC	NA	
67	Stair trim / mastic	803 McNew Court, #A	"	stairwell	ND	NC	NA	
68	Plaster	800 McNew Court, #B	3 Bedroom	bedroom	ND	NC	NA	homogenous throughout
69	Skim coat	800 McNew Court, #B	"	bedroom	ND	NC	NA	homogenous throughout
70	12-in by 12-in Floor tile / mastic	800 McNew Court, #B	"	laundry	ND	NC	NA	
71	Sheet flooring / mastic	800 McNew Court, #B	"	bathroom	ND	NC	NA	
72	Base cove mastic	800 McNew Court, #B	"	living room	ND	NC	NA	
73	Plaster	802 McNew Court, #B	3 Bedroom	bedroom	ND	NC	NA	homogenous throughout
74	Skim coat	802 McNew Court, #B	"	bedroom	ND	NC	NA	homogenous throughout
75	12-in by 12-in Floor tile / mastic	802 McNew Court, #B	"	kitchen	ND	NC	NA	
NA	= Not applicable				F	= Fair condition		
NC	= Not calculated				G	= Good condition		
ND	= None detected				NF	= Non-friable		
Trace	= Less than one percent (<1%) chrysotile asbestos				FR	= Friable		

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
76	Base cove mastic	802 McNew Court, #B	3 Bedroom	living room	ND	NC	NA	
77	Plaster	804 McNew Court, #A	4 Bedroom	bedroom	ND	NC	NA	homogenous throughout
78	Skim coat	804 McNew Court, #A	"	bedroom	ND	NC	NA	homogenous throughout
79	12-in by 12-in Floor tile / mastic	804 McNew Court, #A	"	kitchen	ND	NC	NA	
80	Sheet flooring / mastic	804 McNew Court, #A	"	bathroom	ND	NC	NA	
81	Base cove mastic	804 McNew Court, #A	"	living room	ND	NC	NA	
82	Plaster	816 McNew Court, #A	2 Bedroom	bedroom	ND	NC	NA	homogenous throughout
83	Skim coat	816 McNew Court, #A	"	bedroom	ND	NC	NA	homogenous throughout
84	12-in by 12-in Floor tile / mastic	816 McNew Court, #A	"	living room	ND	NC	NA	
85	Sheet flooring / mastic	816 McNew Court, #A	"	bathroom	ND	NC	NA	
86	Base cove mastic	816 McNew Court, #A	"	living room	ND	NC	NA	
87	Plaster	810 McNew Court, #B	2 Bedroom	bedroom	ND	NC	NA	homogenous throughout
88	Skim coat	810 McNew Court, #B	"	bedroom	ND	NC	NA	homogenous throughout
89	12-in by 12-in Floor tile / mastic	810 McNew Court, #B	"	kitchen	ND	NC	NA	
90	Sheet flooring / mastic	810 McNew Court, #B	"	bathroom	ND	NC	NA	
91	Base cove mastic	810 McNew Court, #B	"	living room	ND	NC	NA	
92	Plaster	812 McNew Court, #B	2 Bedroom	bedroom	ND	NC	NA	homogenous throughout
93	Skim coat	812 McNew Court, #B	"	bedroom	ND	NC	NA	homogenous throughout
94	12-in by 12-in Floor tile / mastic	812 McNew Court, #B	"	kitchen	ND	NC	NA	
95	Sheet flooring / mastic	812 McNew Court, #B	"	bathroom	ND	NC	NA	
96	Base cove mastic	812 McNew Court, #B	"	living room	ND	NC	NA	
97	Plaster	807 McNew Court, #A	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
98	Skim coat	807 McNew Court, #A	"	bedroom	ND	NC	NA	homogenous throughout
99	12-in by 12-in Floor tile / mastic	807 McNew Court, #A	"	living room	ND	NC	NA	
100	Sheet flooring	807 McNew Court, #A	"	bathroom	ND	NC	NA	
NA	= Not applicable				F	= Fair condition		
NC	= Not calculated				G	= Good condition		
ND	= None detected				NF	= Non-friable		
Trace	= Less than one percent (<1%) chrysotile asbestos				FR	= Friable		

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
101	Base cove mastic	807 McNew Court, #A	3 Bedroom townhouse	living room	ND	NC	NA	
102	Stair tread / mastic	807 McNew Court, #A	"	stairwell	ND	NC	NA	
103	Plaster	811 McNew Court, #B	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
104	Skim coat	811 McNew Court, #B	"	bedroom	ND	NC	NA	homogenous throughout
105	12-in by 12-in Floor tile	811 McNew Court, #B	"	kitchen	ND	NC	NA	
106	Sheet flooring / mastic	811 McNew Court, #B	"	bathroom	ND	NC	NA	
107	Base cove mastic	811 McNew Court, #B	"	living room	ND	NC	NA	
108	Plaster	901 McNew Court, #B	2 Bedroom	bedroom	ND	NC	NA	homogenous throughout
109	Skim coat	901 McNew Court, #B	"	bedroom	ND	NC	NA	homogenous throughout
110	12-in by 12-in Floor tile / mastic	901 McNew Court, #B	"	kitchen	ND	NC	NA	
111	Sheet flooring / mastic	901 McNew Court, #B	"	bathroom	ND	NC	NA	
112	Base cove mastic	901 McNew Court, #B	"	living room	ND	NC	NA	
113	Plaster	905 McNew Court, #B	3 Bedroom	bedroom	ND	NC	NA	homogenous throughout
114	Skim coat	905 McNew Court, #B	"	bedroom	ND	NC	NA	homogenous throughout
115	12-in by 12-in Floor tile / mastic	905 McNew Court, #B	"	kitchen	ND	NC	NA	
116	Sheet flooring	905 McNew Court, #B	"	bathroom	ND	NC	NA	
117	Base cove mastic	905 McNew Court, #B	"	living room	ND	NC	NA	
118	Plaster	1105 McNew Court, #A	3 Bedroom townhouse	laundry	ND	NC	NA	homogenous throughout
119	Skim coat	1105 McNew Court, #A	"	bedroom	ND	NC	NA	homogenous throughout
120	12-in by 12-in Floor tile / mastic	1105 McNew Court, #A	"	kitchen	ND	NC	NA	
121	Sheet flooring / mastic	1105 McNew Court, #A	"	bathroom	ND	NC	NA	
122	Base cove mastic	1105 McNew Court, #A	"	living room	ND	NC	NA	
123	Plaster	1100 McNew Court, #B	3 Bedroom	laundry	ND	NC	NA	homogenous throughout
124	Skim coat	1100 McNew Court, #B	"	bedroom	ND	NC	NA	homogenous throughout
125	12-in by 12-in Floor tile / mastic	1100 McNew Court, #B	"	living room	ND	NC	NA	

NA	= Not applicable	F	= Fair condition
NC	= Not calculated	G	= Good condition
ND	= None detected	NF	= Non-friable
Trace	= Less than one percent (<1%) chrysotile asbestos	FR	= Friable

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
126	Sheet flooring / mastic	1100 McNew Court, #B	3 Bedroom	bathroom	ND	NC	NA	
127	Base cove mastic	1100 McNew Court, #B	"	living room	ND	NC	NA	
128	Gypsum board / taping material	1313 McNew Court, #A	3 Bedroom townhouse	laundry	ND	NC	NA	homogenous throughout
129	Texture	1313 McNew Court, #A	"	bedroom	ND	NC	NA	homogenous throughout
130	24-in by 24-in Floor tile	1313 McNew Court, #A	"	living room	ND	NC	NA	
131	Sheet flooring / mastic	1313 McNew Court, #A	"	bathroom	ND	NC	NA	
132	Base cove mastic	1313 McNew Court, #A	"	living room	ND	NC	NA	
133	Plaster	700 Smith Street, #A	3 Bedroom	bedroom	ND	NC	NA	homogenous throughout
134	Skim coat	700 Smith Street, #A	"	bedroom	ND	NC	NA	homogenous throughout
135	12-in by 12-in Floor tile / mastic	700 Smith Street, #A	"	bedroom	ND	NC	NA	
136	Sheet flooring / mastic	700 Smith Street, #A	"	bathroom	ND	NC	NA	
137	Plaster	706 Smith Street, #A	4 Bedroom	bedroom	ND	NC	NA	homogenous throughout
138	Skim coat	706 Smith Street, #A	"	bedroom	ND	NC	NA	homogenous throughout
139	12-in by 12-in Floor tile / mastic	706 Smith Street, #A	"	bedroom	ND	NC	NA	
140	Sheet flooring	706 Smith Street, #A	"	bathroom	ND	NC	NA	
141	Sheet flooring	706 Smith Street, #A	"	bathroom	ND	NC	NA	
142	Plaster	708 Smith Street, #A	3 Bedroom	bedroom	ND	NC	NA	homogenous throughout
143	Skim coat	708 Smith Street, #A	"	bedroom	ND	NC	NA	homogenous throughout
144	12-in by 12-in Floor tile / mastic	708 Smith Street, #A	"	living room	ND	NC	NA	
145	Sheet flooring / mastic	708 Smith Street, #A	"	bathroom	ND	NC	NA	
146	Sheet flooring / mastic	708 Smith Street, #A	"	bathroom	ND / 2%	see # 147	G/NF	
147	Floor tile / mastic	708 Smith Street, #A	"	hall	2% / 5%	950	G/NF	under # 144
148	Plaster	704 Smith Street, #B	3 Bedroom	bedroom	ND	NC	NA	homogenous throughout
149	Skim coat	704 Smith Street, #B	"	bedroom	ND	NC	NA	homogenous throughout
150	12-in by 12-in Floor tile / mastic	704 Smith Street, #B	"	kitchen	ND	NC	NA	

NA = Not applicable

NC = Not calculated

ND = None detected

Trace = Less than one percent (<1%) chrysotile asbestos

F = Fair condition

G = Good condition

NF = Non-friable

FR = Friable

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
151	Sheet flooring / mastic	704 Smith Street, #B	3 Bedroom	bathroom	ND	NC	NA	
152	Plaster	701 Cannon Avenue, #A	2 Bedroom	bedroom	ND	NC	NA	homogenous throughout
153	Skim coat	701 Cannon Avenue, #A	"	bedroom	ND	NC	NA	homogenous throughout
154	12-in by 12-in Floor tile / mastic	701 Cannon Avenue, #A	"	living room	ND	NC	NA	
155	Sheet flooring / mastic	701 Cannon Avenue, #A	"	bathroom	ND	NC	NA	
156	Floor tile / mastic	701 Cannon Avenue, #A	"	living room	2% / 5%	875	G/NF	
157	Plaster	705 Cannon Avenue, #B	3 Bedroom	bedroom	ND	NC	NA	homogenous throughout
158	Skim coat	705 Cannon Avenue, #B	"	bedroom	ND	NC	NA	homogenous throughout
159	12-in by 12-in Floor tile / mastic	705 Cannon Avenue, #B	"	living room	ND	NC	NA	
160	12-in by 12-in Floor tile / mastic	705 Cannon Avenue, #B	"	bathroom	ND	NC	NA	
161	Sheet flooring / mastic	705 Cannon Avenue, #B	"	bathroom	ND / 3%	40	G/NF	
162	Plaster	709 Cannon Avenue	2 Bedroom	bedroom	ND	NC	NA	homogenous throughout
163	Skim coat	709 Cannon Avenue	"	bedroom	ND	NC	NA	homogenous throughout
164	12-in by 12-in Floor tile / mastic	709 Cannon Avenue	"	kitchen	ND	NC	NA	
165	Sheet flooring / mastic	709 Cannon Avenue	"	bathroom	ND	NC	NA	
166	Plaster	600 Gay Street	2 Bedroom	bedroom	ND	NC	NA	homogenous throughout
167	Skim coat	600 Gay Street	"	bedroom	ND	NC	NA	homogenous throughout
168	12-in by 12-in Floor tile / mastic	600 Gay Street	"	living room	ND	NC	NA	
169	12-in by 12-in Floor tile / mastic	600 Gay Street	"	bedroom	ND / 2%	875	G/NF	
170	Sheet flooring / mastic	600 Gay Street	"	bathroom	ND	NC	NA	
171	Gypsum board / taping material	604 Gay Street, #B	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
172	Texture	604 Gay Street, #B	"	bedroom	ND	NC	NA	homogenous throughout
173	12-in by 12-in Floor tile / mastic	604 Gay Street, #B	"	kitchen	ND / 3%	2000	G/NF	
174	Sheet flooring / mastic	604 Gay Street, #B	"	bathroom	ND	NC	NA	
175	Gypsum board / taping material	701 Gay Street, #B	3 Bedroom	bedroom	ND	NC	NA	homogenous throughout
NA	= Not applicable				F	= Fair condition		
NC	= Not calculated				G	= Good condition		
ND	= None detected				NF	= Non-friable		
Trace	= Less than one percent (<1%) chrysotile asbestos				FR	= Friable		

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
176	Texture	701 Gay Street, #B	3 Bedroom	bedroom	ND	NC	NA	homogenous throughout
177	12-in by 12-in Floor tile / mastic	701 Gay Street, #B	"	kitchen	ND	NC	NA	
178	Sheet flooring / mastic	701 Gay Street, #B	"	bathroom	ND	NC	NA	
179	Base cove mastic	701 Gay Street, #B	"	living room	ND	NC	NA	
180	Gypsum board / taping material	804 Smith Street	4 Bedroom	hall	ND	NC	NA	homogenous throughout
181	Texture	804 Smith Street	"	bedroom	ND	NC	NA	homogenous throughout
182	Sheet flooring / mastic	804 Smith Street	"	kitchen	ND	NC	NA	
183	Base cove mastic	804 Smith Street	"	living room	ND	NC	NA	
184	Plaster	1021 Smith Street	4 Bedroom	bedroom	ND	NC	NA	homogenous throughout
185	Skim coat	1021 Smith Street	"	bedroom	ND	NC	NA	homogenous throughout
186	12-in by 12-in Floor tile / mastic	1021 Smith Street	"	hall	ND	NC	NA	
187	12-in by 12-in Floor tile / mastic	1021 Smith Street	"	bathroom	ND	NC	NA	
188	Base cove mastic	1021 Smith Street	"	living room	ND	NC	NA	
189	Plaster	1211 Smith Street	4 Bedroom	bedroom	ND	NC	NA	homogenous throughout
190	Skim coat	1211 Smith Street	"	bedroom	ND	NC	NA	homogenous throughout
191	12-in by 12-in Floor tile / mastic	1211 Smith Street	"	living room	ND	NC	NA	
192	Sheet flooring / mastic	1211 Smith Street	"	bathroom	ND	NC	NA	
193	Base cove mastic	1211 Smith Street	"	living room	ND	NC	NA	
194	Gypsum board / taping material	1309 Smith Street, #B	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
195	Texture	1309 Smith Street, #B	"	bedroom	ND	NC	NA	homogenous throughout
196	12-in by 12-in Floor tile / mastic	1309 Smith Street, #B	"	living room	ND	NC	NA	
197	Sheet flooring / mastic	1309 Smith Street, #B	"	bathroom	ND	NC	NA	
198	Base cove mastic	1309 Smith Street, #B	"	living room	ND	NC	NA	
199	Gypsum board / taping material	1210 Smith Street, #A	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
200	Texture	1210 Smith Street, #A	"	bedroom	ND	NC	NA	homogenous throughout

NA	= Not applicable	F	= Fair condition
NC	= Not calculated	G	= Good condition
ND	= None detected	NF	= Non-friable
Trace	= Less than one percent (<1%) chrysotile asbestos	FR	= Friable

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
201	12-in by 12-in Floor tile / mastic	1210 Smith Street, #A	3 Bedroom townhouse	kitchen	ND	NC	NA	
202	Sheet flooring	1210 Smith Street, #A	"	bathroom	ND	NC	NA	
203	Stair tread	1210 Smith Street, #A	"	stairwell	ND	NC	NA	
204	Stair trim	1210 Smith Street, #A	"	stairwell	ND	NC	NA	
205	Base cove mastic	1210 Smith Street, #A	"	living room	ND	NC	NA	
206	Plaster	1116 Smith Street, #B	1 Bedroom	bedroom	ND	NC	NA	homogenous throughout
207	Skim coat	1116 Smith Street, #B	"	bedroom	ND	NC	NA	homogenous throughout
208	12-in by 12-in Floor tile / mastic	1116 Smith Street, #B	"	living room	ND	NC	NA	
209	Base cove mastic	1116 Smith Street, #B	"	living room	ND	NC	NA	
210	Gypsum board / taping material	1112 Smith Street, #A	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
211	Texture	1112 Smith Street, #A	"	bedroom	ND	NC	NA	homogenous throughout
212	12-in by 12-in Floor tile / mastic	1112 Smith Street, #A	"	kitchen	ND	NC	NA	
213	Sheet flooring / mastic	1112 Smith Street, #A	"	bathroom	ND	NC	NA	
214	Base cove mastic	1112 Smith Street, #A	"	living room	ND	NC	NA	
215	Stair tread / mastic	1112 Smith Street, #A	"	stairwell	ND / 2%	75	G/NF	
216	Stair trim / mastic	1112 Smith Street, #A	"	stairwell	ND	NC	NA	
217	Gypsum board / taping material	1012 Smith Street, #B	2 Bedroom	bedroom	ND	NC	NA	homogenous throughout
218	Texture	1012 Smith Street, #B	"	bedroom	ND	NC	NA	homogenous throughout
219	12-in by 12-in Floor tile / mastic	1012 Smith Street, #B	"	kitchen	ND	NC	NA	
220	Sheet flooring / mastic	1012 Smith Street, #B	"	bathroom	ND	NC	NA	
221	Base cove mastic	1012 Smith Street, #B	"	living room	ND	NC	NA	
222	Gypsum board / taping material	1000 Smith Street, #A	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
223	Texture	1000 Smith Street, #A	"	bedroom	ND	NC	NA	homogenous throughout
224	12-in by 12-in Floor tile / mastic	1000 Smith Street, #A	"	living room	ND	NC	NA	
225	Sheet flooring / mastic	1000 Smith Street, #A	"	bathroom	ND	NC	NA	
NA	= Not applicable				F	= Fair condition		
NC	= Not calculated				G	= Good condition		
ND	= None detected				NF	= Non-friable		
Trace	= Less than one percent (<1%) chrysotile asbestos				FR	= Friable		

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
226	Stair tread / mastic	1000 Smith Street, #A	3 Bedroom townhouse	stairwell	ND	NC	NA	
227	Stair trim	1000 Smith Street, #A	"	stairwell	ND	NC	NA	
228	Base cove mastic	1000 Smith Street, #A	"	living room	ND	NC	NA	
229	Gypsum board / taping material	605 Jastro Avenue, #A	2 Bedroom	bedroom	ND	NC	NA	homogenous throughout
230	Texture	605 Jastro Avenue, #A	"	bedroom	ND	NC	NA	homogenous throughout
231	12-in by 12-in Floor tile / mastic	605 Jastro Avenue, #A	"	kitchen	ND	NC	NA	
232	Sheet flooring / mastic	605 Jastro Avenue, #A	"	bathroom	ND	NC	NA	
233	Base cove mastic	605 Jastro Avenue, #A	"	living room	ND	NC	NA	
234	Gypsum board / taping material	601 Jastro Avenue, #A	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
235	Texture	601 Jastro Avenue, #A	"	bedroom	ND	NC	NA	homogenous throughout
236	12-in by 12-in Floor tile / mastic	601 Jastro Avenue, #A	"	kitchen	ND	NC	NA	
237	Sheet flooring / mastic	601 Jastro Avenue, #A	"	bathroom	ND	NC	NA	
238	Stair tread	601 Jastro Avenue, #A	"	stairwell	ND	NC	NA	
239	Stair trim / mastic	601 Jastro Avenue, #A	"	stairwell	ND	NC	NA	
240	Base cove mastic	601 Jastro Avenue, #A	"	living room	ND	NC	NA	
241	Gypsum board / taping material	1009 Cannon Avenue, #B	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
242	Texture	1009 Cannon Avenue, #B	"	bedroom	ND	NC	NA	homogenous throughout
243	12-in by 12-in Floor tile / mastic	1009 Cannon Avenue, #B	"	living room	ND	NC	NA	
244	Sheet flooring / mastic	1009 Cannon Avenue, #B	"	bathroom	ND	NC	NA	
245	Base cove mastic	1009 Cannon Avenue, #B	"	living room	ND	NC	NA	
246	Gypsum board / taping material	1013 Cannon Avenue, #A	2 Bedroom	bedroom	ND	NC	NA	homogenous throughout
247	Texture	1013 Cannon Avenue, #A	"	bedroom	ND	NC	NA	homogenous throughout
248	12-in by 12-in Floor tile / mastic	1013 Cannon Avenue, #A	"	living room	ND	NC	NA	
249	Sheet flooring / mastic	1013 Cannon Avenue, #A	"	bathroom	ND	NC	NA	
250	Base cove mastic	1013 Cannon Avenue, #A	"	living room	ND	NC	NA	
NA	= Not applicable				F	= Fair condition		
NC	= Not calculated				G	= Good condition		
ND	= None detected				NF	= Non-friable		
Trace	= Less than one percent (<1%) chrysotile asbestos				FR	= Friable		

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
251	Gypsum board / taping material	1121 Cannon Avenue, #A	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
252	Texture	1121 Cannon Avenue, #A	"	bedroom	ND	NC	NA	homogenous throughout
253	12-in by 12-in Floor tile / mastic	1121 Cannon Avenue, #A	"	kitchen	ND	NC	NA	
254	Sheet flooring / mastic	1121 Cannon Avenue, #A	"	bathroom	ND	NC	NA	
255	Stair tread	1121 Cannon Avenue, #A	"	stairwell	ND	NC	NA	
256	Stair trim	1121 Cannon Avenue, #A	"	stairwell	ND	NC	NA	
257	Base cove mastic	1121 Cannon Avenue, #A	"	living room	ND	NC	NA	
258	Gypsum board / taping material	1117 Cannon Avenue, #A	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
259	Texture	1117 Cannon Avenue, #A	"	bedroom	ND	NC	NA	homogenous throughout
260	12-in by 12-in Floor tile / mastic	1117 Cannon Avenue, #A	"	living room	ND	NC	NA	
261	Sheet flooring / mastic	1117 Cannon Avenue, #A	"	bathroom	ND	NC	NA	
262	Stair tread / mastic	1117 Cannon Avenue, #A	"	stairwell	ND	NC	NA	
263	Stair trim / mastic	1117 Cannon Avenue, #A	"	stairwell	ND	NC	NA	
264	Base cove mastic	1117 Cannon Avenue, #A	"	living room	ND	NC	NA	
265	Gypsum board / taping material	812 Cannon Avenue	4 Bedroom	hall	ND	NC	NA	homogenous throughout
266	Texture	812 Cannon Avenue	"	bedroom	ND	NC	NA	homogenous throughout
267	12-in by 12-in Floor tile / mastic	812 Cannon Avenue	"	kitchen	ND	NC	NA	
268	12-in by 12-in Floor tile / mastic	812 Cannon Avenue	"	bathroom	ND / 3%	see # 270	G/NF	
269	Base cove mastic	812 Cannon Avenue	"	living room	ND	NC	NA	
270	Floor tile / mastic	812 Cannon Avenue	"	kitchen	2% / 5%	1350	G/NF	under # 267
271	Gypsum board / taping material	903 Cannon Avenue, #A	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
272	Texture	903 Cannon Avenue, #A	"	bedroom	ND	NC	NA	homogenous throughout
273	12-in by 12-in Floor tile / mastic	903 Cannon Avenue, #A	"	kitchen	ND	NC	NA	
274	Sheet flooring / mastic	903 Cannon Avenue, #A	"	bathroom	ND	NC	NA	
275	Stair tread / mastic	903 Cannon Avenue, #A	"	stairwell	ND	NC	NA	

NA	= Not applicable	F	= Fair condition
NC	= Not calculated	G	= Good condition
ND	= None detected	NF	= Non-friable
Trace	= Less than one percent (<1%) chrysotile asbestos	FR	= Friable

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
276	Stair trim / mastic	903 Cannon Avenue, #A	3 Bedroom townhouse	stairwell	ND	NC	NA	
277	Base cove mastic	903 Cannon Avenue, #A	"	living room	ND	NC	NA	
278	Floor tile / mastic	903 Cannon Avenue, #A	"	kitchen	2% / 5%	2000	G/NF	under # 273
279	Gypsum board / taping material	1301 Cannon Avenue	4 Bedroom	hall	ND	NC	NA	homogenous throughout
280	Texture	1301 Cannon Avenue	"	bedroom	ND	NC	NA	homogenous throughout
281	12-in by 12-in Floor tile / mastic	1301 Cannon Avenue	"	kitchen	ND	NC	NA	
282	12-in by 12-in Floor tile / mastic	1301 Cannon Avenue	"	bathroom	ND	NC	NA	
283	Base cove mastic	1301 Cannon Avenue	"	living room	ND	NC	NA	
284	Gypsum board / taping material	1300 Cannon Avenue, #B	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
285	Texture	1300 Cannon Avenue, #B	"	bedroom	ND	NC	NA	homogenous throughout
286	12-in by 12-in Floor tile / mastic	1300 Cannon Avenue, #B	"	living room	ND	NC	NA	
287	Sheet flooring / mastic	1300 Cannon Avenue, #B	"	bathroom	ND	NC	NA	
288	Stair tread / mastic	1300 Cannon Avenue, #B	"	stairwell	ND / 3%	75	G/NF	
289	Stair trim / mastic	1300 Cannon Avenue, #B	"	stairwell	ND	NC	NA	
290	Base cove mastic	1300 Cannon Avenue, #B	"	living room	ND	NC	NA	
291	Gypsum board / taping material	1210 Cannon Avenue, #B	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
292	Texture	1210 Cannon Avenue, #B	"	bedroom	ND	NC	NA	homogenous throughout
293	12-in by 12-in Floor tile / mastic	1210 Cannon Avenue, #B	"	living room	ND	NC	NA	
294	Sheet flooring / mastic	1210 Cannon Avenue, #B	"	bathroom	ND	NC	NA	
295	Stair tread	1210 Cannon Avenue, #B	"	stairwell	ND	NC	NA	
296	Stair trim	1210 Cannon Avenue, #B	"	stairwell	ND	NC	NA	
297	Base cove mastic	1210 Cannon Avenue, #B	"	living room	ND	NC	NA	
298	Gypsum board / taping material	1206 Cannon Avenue, #A	3 Bedroom townhouse	kitchen	ND	NC	NA	homogenous throughout
299	Texture	1206 Cannon Avenue, #A	"	bedroom	ND	NC	NA	homogenous throughout
300	12-in by 12-in Floor tile / mastic	1206 Cannon Avenue, #A	"	living room	ND	NC	NA	

NA	= Not applicable	F	= Fair condition
NC	= Not calculated	G	= Good condition
ND	= None detected	NF	= Non-friable
Trace	= Less than one percent (<1%) chrysotile asbestos	FR	= Friable

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
301	Sheet flooring / mastic	1206 Cannon Avenue, #A	3 Bedroom townhouse	bathroom	ND	NC	NA	
302	Stair tread / mastic	1206 Cannon Avenue, #A	"	stairwell	ND	NC	NA	
303	Stair trim / mastic	1206 Cannon Avenue, #A	"	stairwell	ND	NC	NA	
304	Base cove mastic	1206 Cannon Avenue, #A	"	living room	ND	NC	NA	
305	Stucco	300 Jastro Avenue	---	exterior	ND	NC	NA	homogenous throughout
306	Stucco	1106 Feliz Drive	---	exterior	ND	NC	NA	homogenous throughout
307	Stucco	1009 Feliz Drive	---	exterior	ND	NC	NA	homogenous throughout
308	Stucco	917 Feliz Drive	---	exterior	ND	NC	NA	homogenous throughout
309	Stucco	814 McNew Court	---	exterior	ND	NC	NA	homogenous throughout
310	Stucco	802 McNew Court	---	exterior	ND	NC	NA	homogenous throughout
311	Stucco	805 McNew Court	---	exterior	ND	NC	NA	homogenous throughout
312	Stucco	813 McNew Court	---	exterior	ND	NC	NA	homogenous throughout
313	Stucco	1104 McNew Court	---	exterior	ND	NC	NA	homogenous throughout
314	Stucco	1109 McNew Court	---	exterior	ND	NC	NA	homogenous throughout
315	Stucco	1309 McNew Court	---	exterior	ND	NC	NA	homogenous throughout
316	Stucco	1300 Cannon Avenue	---	exterior	ND	NC	NA	homogenous throughout
317	Stucco	1301 Cannon Avenue	---	exterior	ND	NC	NA	homogenous throughout
318	Stucco	1206 Cannon Avenue	---	exterior	ND	NC	NA	homogenous throughout
319	Stucco	1117 Cannon Avenue	---	exterior	ND	NC	NA	homogenous throughout
320	Stucco	1104 Cannon Avenue	---	exterior	ND	NC	NA	homogenous throughout
321	Stucco	1001 Cannon Avenue	---	exterior	ND	NC	NA	homogenous throughout
322	Stucco	901 Cannon Avenue	---	exterior	ND	NC	NA	homogenous throughout
323	Stucco	709 Cannon Avenue	---	exterior	ND	NC	NA	homogenous throughout
324	Stucco	710 Smith Street	---	exterior	ND	NC	NA	homogenous throughout
325	Stucco	700 Smith Street	---	exterior	ND	NC	NA	homogenous throughout
NA	= Not applicable				F	= Fair condition		
NC	= Not calculated				G	= Good condition		
ND	= None detected				NF	= Non-friable		
Trace	= Less than one percent (<1%) chrysotile asbestos				FR	= Friable		

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
326	Stucco	702 Smith Street	---	exterior	ND	NC	NA	homogenous throughout
327	Stucco	801 Smith Street	---	exterior	ND	NC	NA	homogenous throughout
328	Stucco	804 Smith Street	---	exterior	ND	NC	NA	homogenous throughout
329	Stucco	1008 Smith Street	---	exterior	ND	NC	NA	homogenous throughout
330	Stucco	1021 Smith Street	---	exterior	ND	NC	NA	homogenous throughout
331	Stucco	1100 Smith Street	---	exterior	ND	NC	NA	homogenous throughout
332	Stucco	1116 Smith Street	---	exterior	ND	NC	NA	homogenous throughout
333	Stucco	1212 Smith Street	---	exterior	ND	NC	NA	homogenous throughout
334	Stucco	1313 Smith Street	---	exterior	ND	NC	NA	homogenous throughout
335	Composite shingle	1309 Smith Street	---	roof	ND	NC	NA	
336	Roofing felt	1309 Smith Street	---	roof	ND	NC	NA	under # 335
337	Composite shingle	1204 Smith Street	---	roof	ND	NC	NA	
338	Roofing felt	1204 Smith Street	---	roof	ND	NC	NA	under # 337
339	Composite shingle	1012 Smith Street	---	roof	ND	NC	NA	
340	Roofing felt	1012 Smith Street	---	roof	ND	NC	NA	under # 339
341	Composite shingle	701 Gay Street	---	roof	ND	NC	NA	
342	Roofing felt	701 Gay Street	---	roof	ND	NC	NA	under # 341
343	Composite shingle	704 Smith Street	---	roof	ND	NC	NA	
344	Roofing felt	704 Smith Street	---	roof	ND	NC	NA	under # 343
345	Composite shingle	701 Cannon Avenue	---	roof	ND	NC	NA	
346	Roofing felt	701 Cannon Avenue	---	roof	ND	NC	NA	under # 345
347	Composite shingle	812 Cannon Avenue	---	roof	ND	NC	NA	
348	Roofing felt	812 Cannon Avenue	---	roof	ND	NC	NA	under # 347
349	Composite shingle	601 Jastro Avenue	---	roof	ND	NC	NA	
350	Roofing felt	601 Jastro Avenue	---	roof	ND	NC	NA	under # 349
NA	= Not applicable				F	= Fair condition		
NC	= Not calculated				G	= Good condition		
ND	= None detected				NF	= Non-friable		
Trace	= Less than one percent (<1%) chrysotile asbestos				FR	= Friable		

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
351	Composite shingle	1104 Cannon Avenue	---	roof	ND	NC	NA	
352	Roofing felt	1104 Cannon Avenue	---	roof	ND	NC	NA	under # 351
353	Composite shingle	1121 Cannon Avenue	---	roof	ND	NC	NA	
354	Roofing felt	1121 Cannon Avenue	---	roof	ND	NC	NA	under # 353
355	Composite shingle	1208 Cannon Avenue	---	roof	ND	NC	NA	
356	Roofing felt	1208 Cannon Avenue	---	roof	ND	NC	NA	under # 355
357	Composite shingle	1313 McNew Court	---	roof	ND	NC	NA	
358	Roofing felt	1313 McNew Court	---	roof	ND	NC	NA	under # 357
359	Composite shingle	1105 McNew Court	---	roof	ND	NC	NA	
360	Roofing felt	1105 McNew Court	---	roof	ND	NC	NA	under # 359
361	Composite shingle	905 McNew Court	---	roof	ND	NC	NA	
362	Roofing felt	905 McNew Court	---	roof	ND	NC	NA	under # 361
363	Composite shingle	809 McNew Court	---	roof	ND	NC	NA	
364	Roofing felt	809 McNew Court	---	roof	ND	NC	NA	under # 363
365	Composite shingle	801 McNew Court	---	roof	ND	NC	NA	
366	Roofing felt	801 McNew Court	---	roof	ND	NC	NA	under # 365
367	Composite shingle	816 McNew Court	---	roof	ND	NC	NA	
368	Roofing felt	816 McNew Court	---	roof	ND	NC	NA	under # 367
369	Composite shingle	1001 Feliz Drive	---	roof	ND	NC	NA	
370	Roofing felt	1001 Feliz Drive	---	roof	ND	NC	NA	under # 369
371	Composite shingle	1101 Feliz Drive	---	roof	ND	NC	NA	
372	Roofing felt	1101 Feliz Drive	---	roof	ND	NC	NA	under # 371
373	Composite shingle	900 Feliz Drive	---	roof	ND	NC	NA	
374	Roofing felt	900 Feliz Drive	---	roof	ND	NC	NA	under # 373
375	Composite shingle	316 Jastro Avenue	---	roof	ND	NC	NA	
NA	= Not applicable				F	= Fair condition		
NC	= Not calculated				G	= Good condition		
ND	= None detected				NF	= Non-friable		
Trace	= Less than one percent (<1%) chrysotile asbestos				FR	= Friable		

TABLE I (continued)
ASBESTOS ANALYSIS RESULTS
 Little Village (8-5 & 8-6B)
 714 Smith Street
 Bakersfield, California
 October 22-24, 2024 Sampling

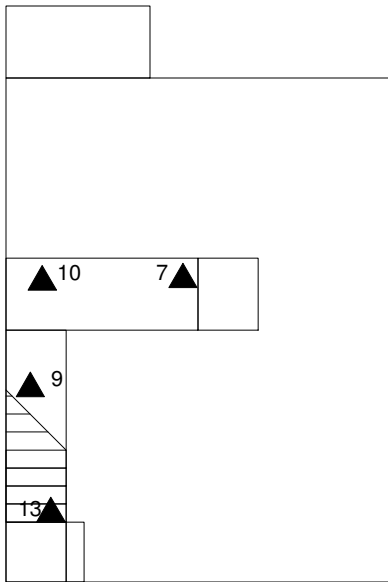
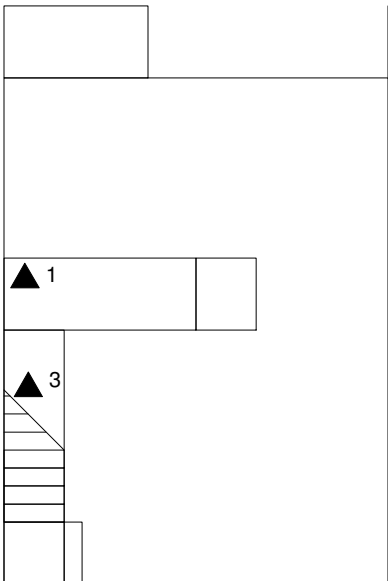
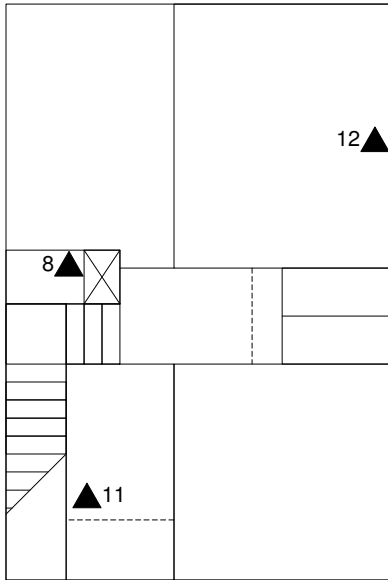
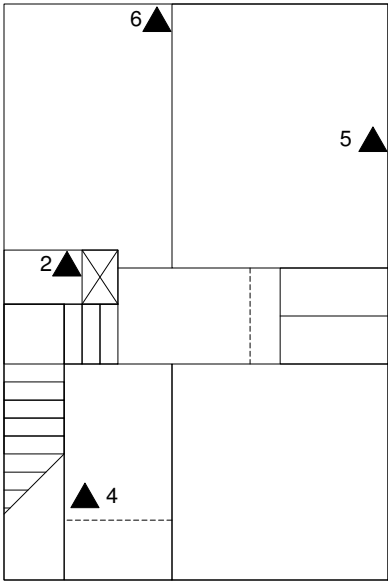
Sample No.	Sample Description	Bldg/ Unit	Unit Type	Sample Location	Asbestos Content	Approx. Sq. Ft.	Condition / Friability	Notes/ Additional locations
376	Roofing felt	316 Jastro Avenue	---	roof	ND	NC	NA	under # 375
377	Composite shingle	300 Jastro Avenue	---	roof	ND	NC	NA	
378	Roofing felt	300 Jastro Avenue	---	roof	ND	NC	NA	under # 377
379	Composite shingle	1106 Feliz Drive	---	roof	ND	NC	NA	
380	Roofing felt	1106 Feliz Drive	---	roof	ND	NC	NA	under # 379
381	Composite shingle	913 Feliz Drive	---	roof	ND	NC	NA	
382	Roofing felt	913 Feliz Drive	---	roof	ND	NC	NA	under # 381
383	Composite shingle	604 Gay Street	---	roof	ND	NC	NA	
384	Roofing felt	604 Gay Street	---	roof	ND	NC	NA	under # 383
385	Composite shingle	700 Smith Street	---	roof	ND	NC	NA	
386	Roofing felt	700 Smith Street	---	roof	ND	NC	NA	under # 385
387	Composite shingle	804 Smith Street	---	roof	ND	NC	NA	
388	Roofing felt	804 Smith Street	---	roof	ND	NC	NA	under # 387
389	Composite shingle	1013 Cannon Avenue	---	roof	ND	NC	NA	
390	Roofing felt	1013 Cannon Avenue	---	roof	ND	NC	NA	under # 389
391	Composite shingle	1301 Cannon Avenue	---	roof	ND	NC	NA	
392	Roofing felt	1301 Cannon Avenue	---	roof	ND	NC	NA	under # 391
393	Composite shingle	1211 Smith Street	---	roof	ND	NC	NA	
394	Roofing felt	1211 Smith Street	---	roof	ND	NC	NA	under # 393

NA	= Not applicable	F	= Fair condition
NC	= Not calculated	G	= Good condition
ND	= None detected	NF	= Non-friable
Trace	= Less than one percent (<1%) chrysotile asbestos	FR	= Friable

NOTE: ALL BLACK FLOORING MASTIC ENCOUNTERED DURING THE REMODEL SHOULD BE CONSIDERED AS CONTAINING ASBESTOS SINCE ALL BLACK FLOORING MASTIC TESTED DID CONTAIN ASBESTOS.

913 Feliz Dr. #B

917 Feliz Dr. #A



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

FLOOR PLAN WITH BUILDING MATERIAL SAMPLE LOCATIONS

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Date:
10 / 24

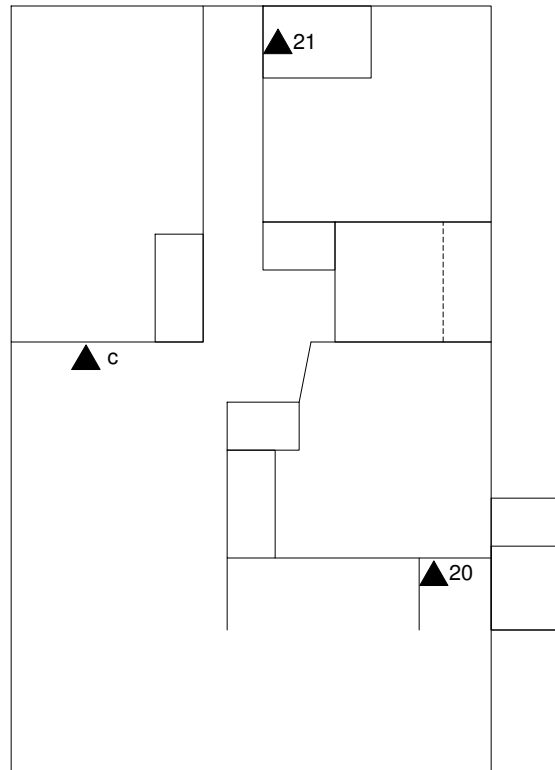
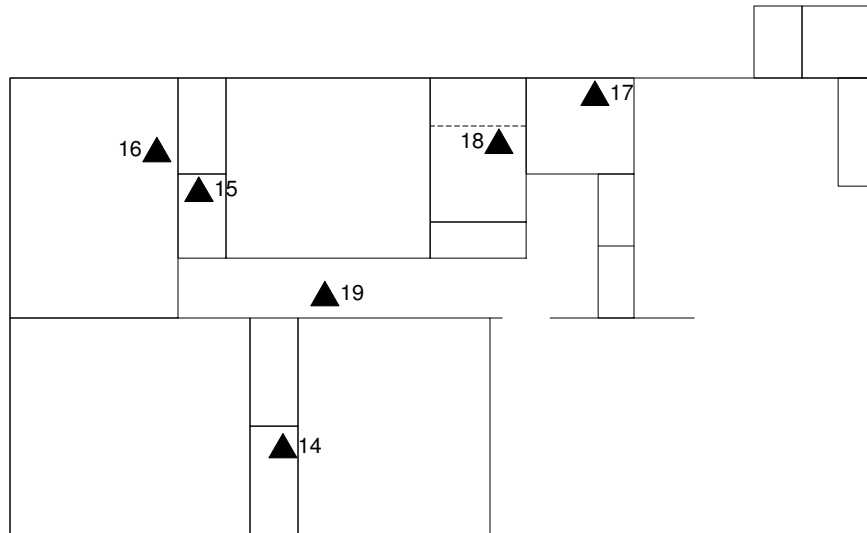
Drawn by:
J. R. N.

Approved by:
J.R.N

Project No.
024-24072

Figure No.
1





EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

FLOOR PLAN WITH BUILDING MATERIAL SAMPLE LOCATIONS

LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

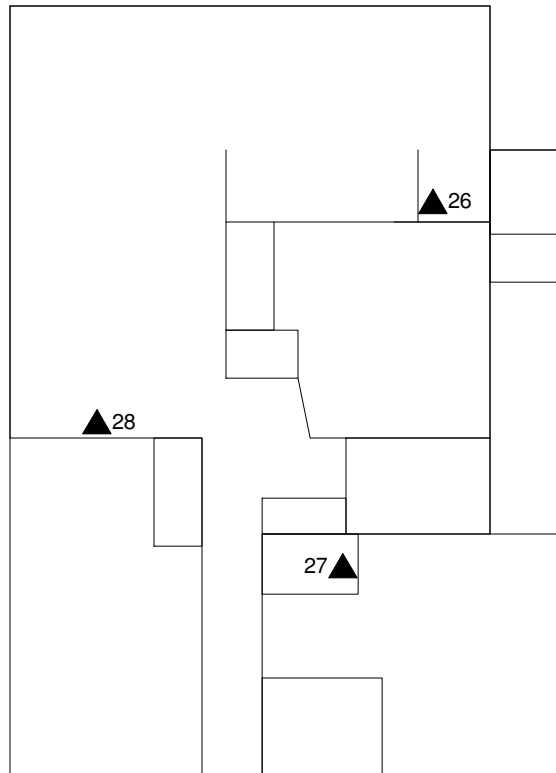
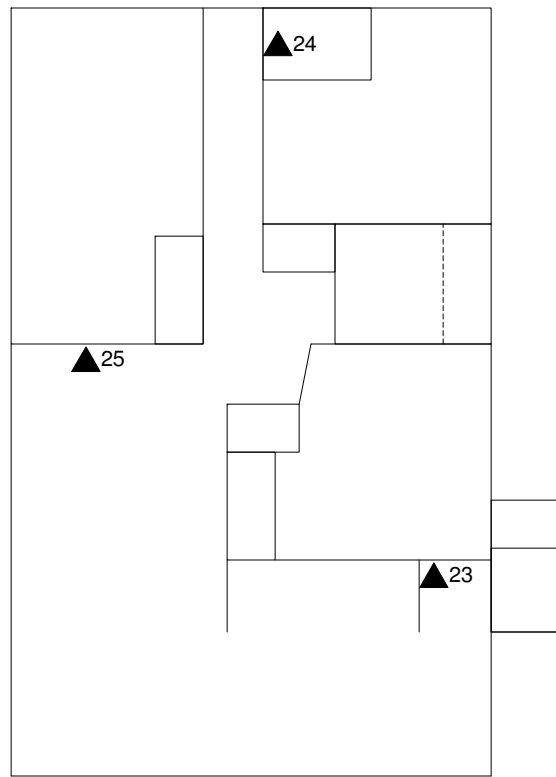
Project No.
024-24072

Date:
10 / 24

Approved by:
J.R.N

Figure No.
2





EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

FLOOR PLAN WITH BUILDING MATERIAL SAMPLE LOCATIONS

LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA

Scale:
NOT TO SCALE

Date:
10 / 24

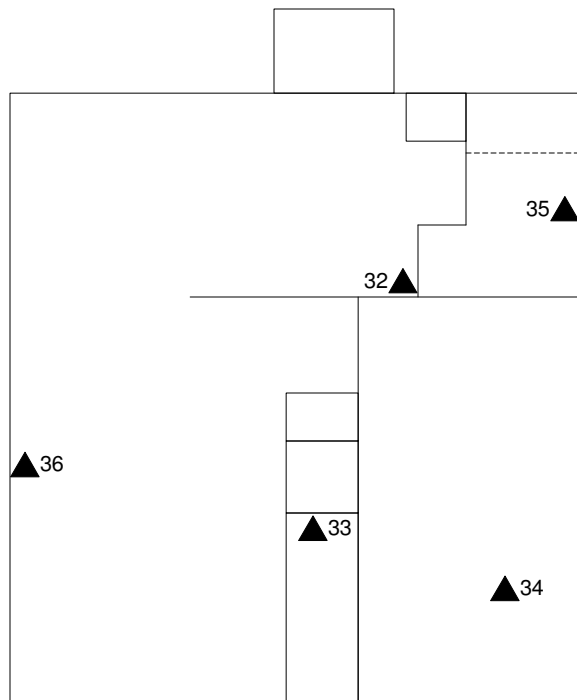
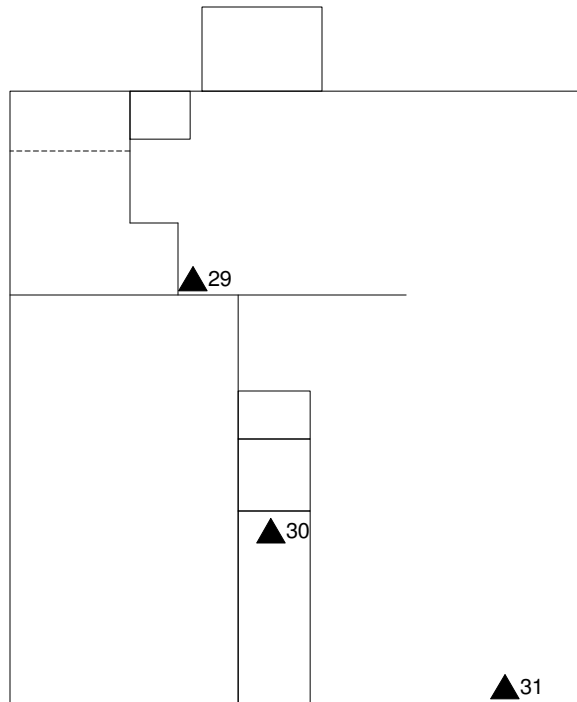
Drawn by:
J. R. N.

Approved by:
J.R.N

Project No.
024-24072

Figure No.
3





EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

Project No.
024-24072

Date:
10 / 24

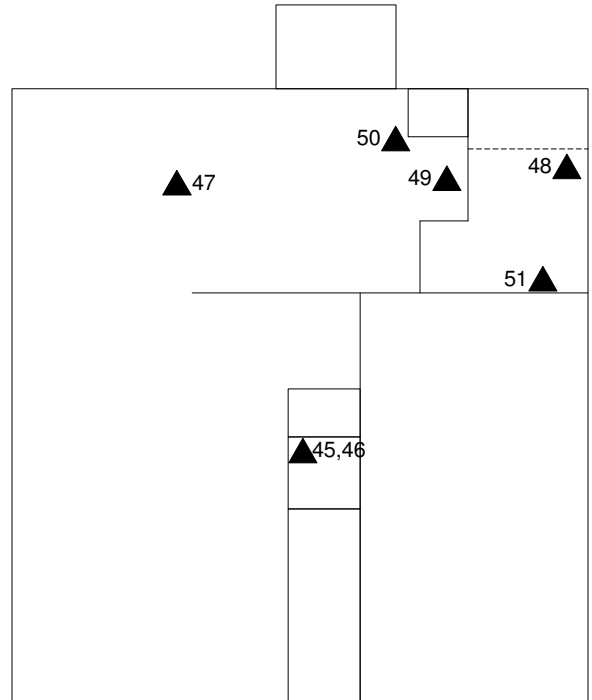
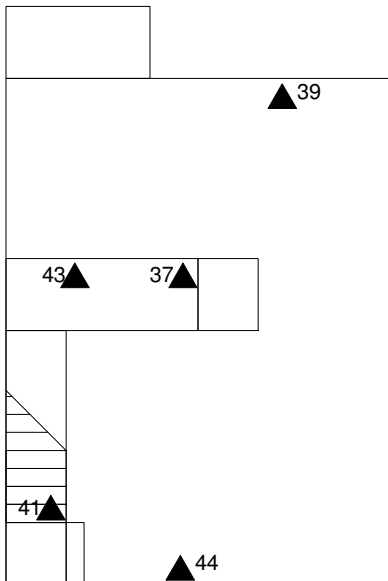
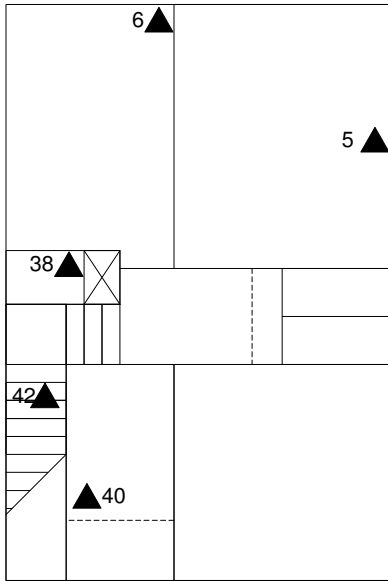
Approved by:
J.R.N

Figure No.
4



409 Jastro St. #A

1105 Feliz Dr. #A



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Date:
10 / 24

Drawn by:
J. R. N.

Approved by:
J.R.N

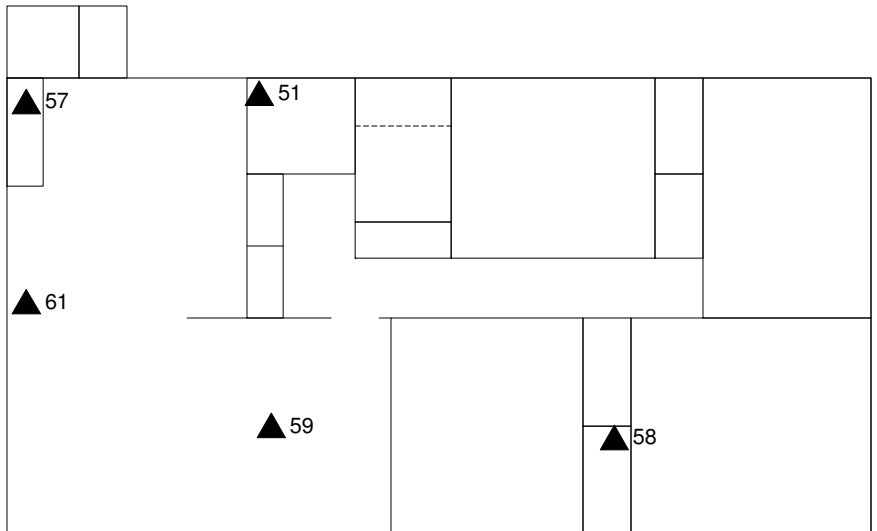
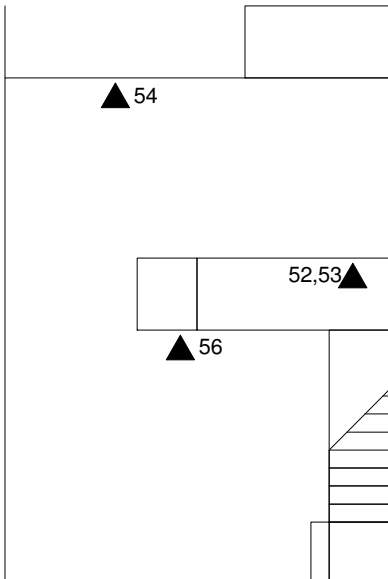
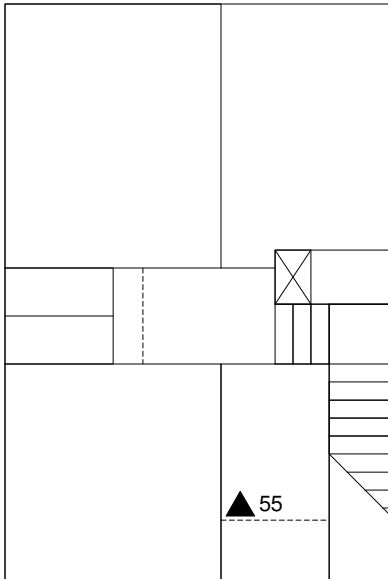
Project No.
024-24072

Figure No.
5



1101 Feliz Dr. #A

1106 Feliz Dr.



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Date:
10 / 24

Drawn by:
J. R. N.

Approved by:
J.R.N

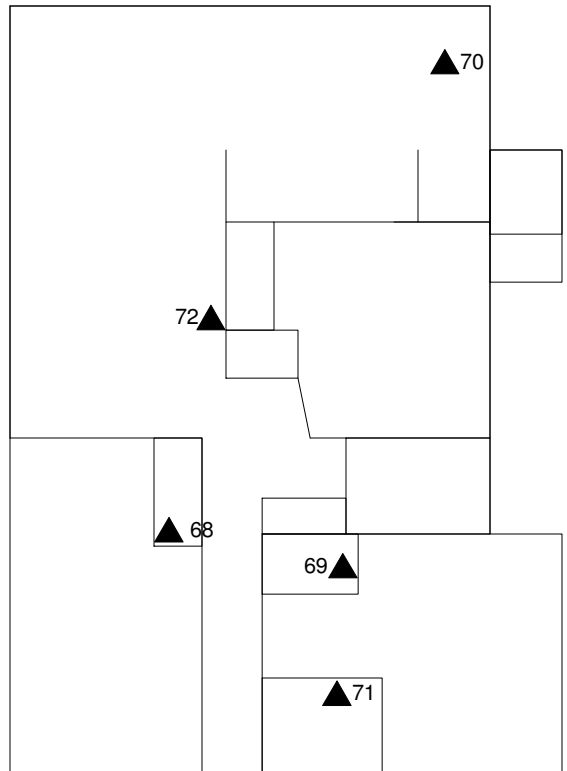
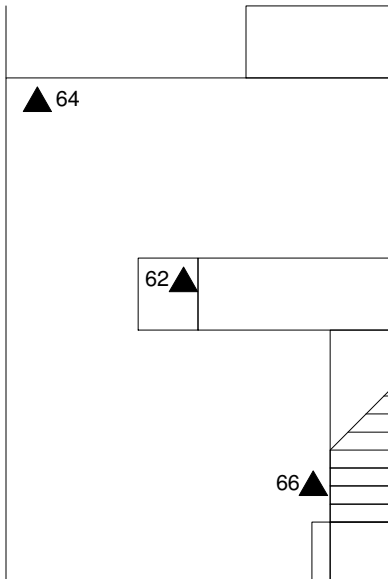
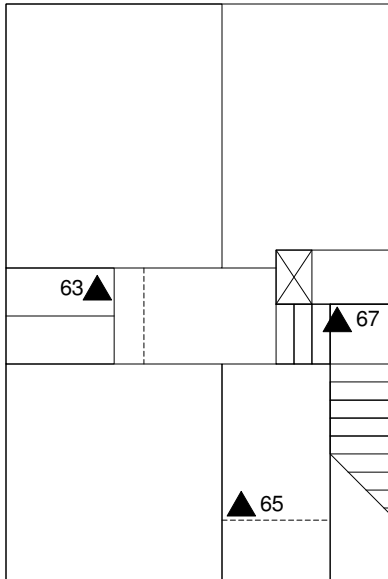
Project No.
024-24072

Figure No.
6



803 McNew Ct. #A

800 McNew Ct. #B



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Date:
10 / 24

Drawn by:
J. R. N.

Approved by:
J.R.N

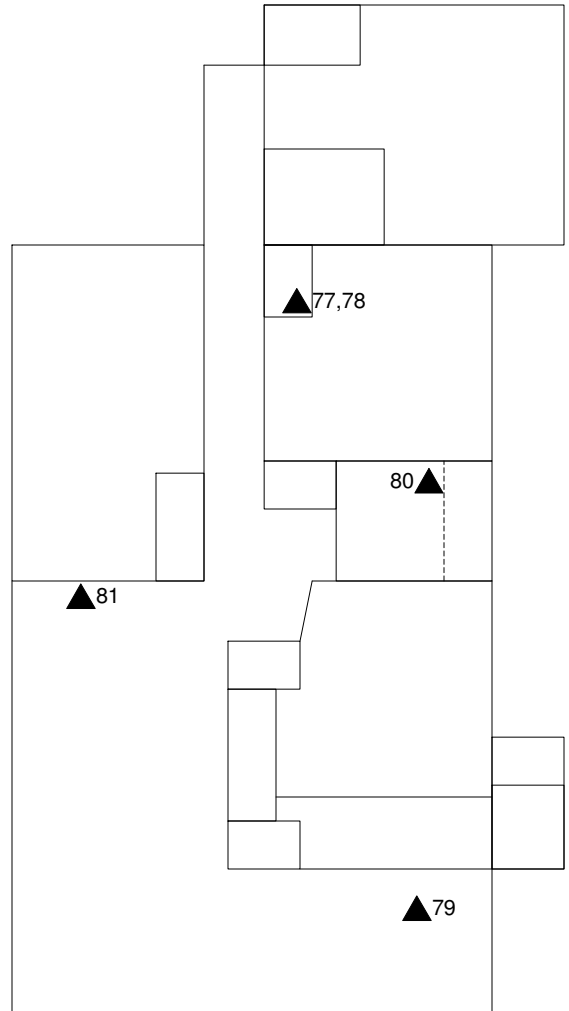
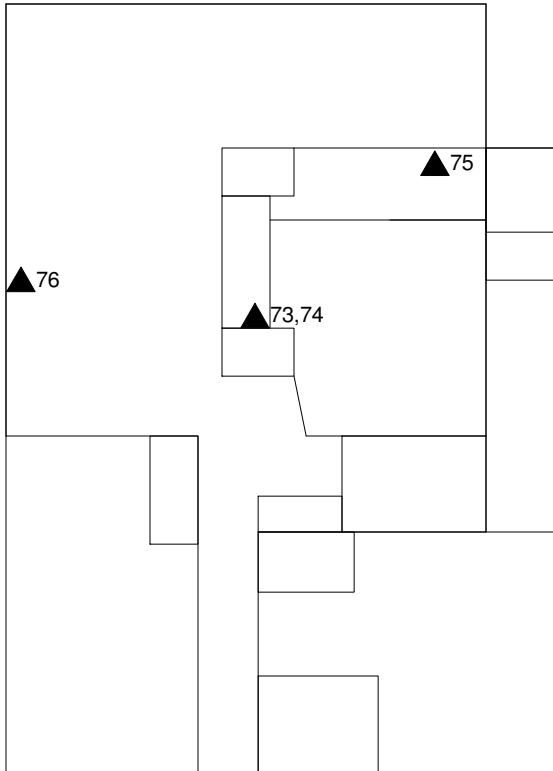
Project No.
024-24072

Figure No.
7



802 McNew Ct. #B

804 McNew Ct. #A



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

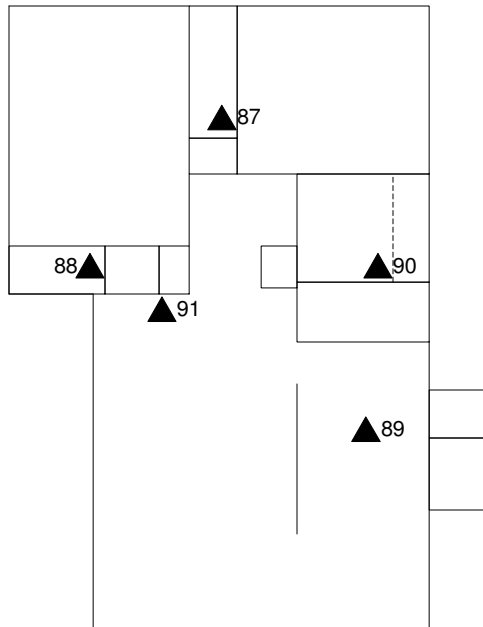
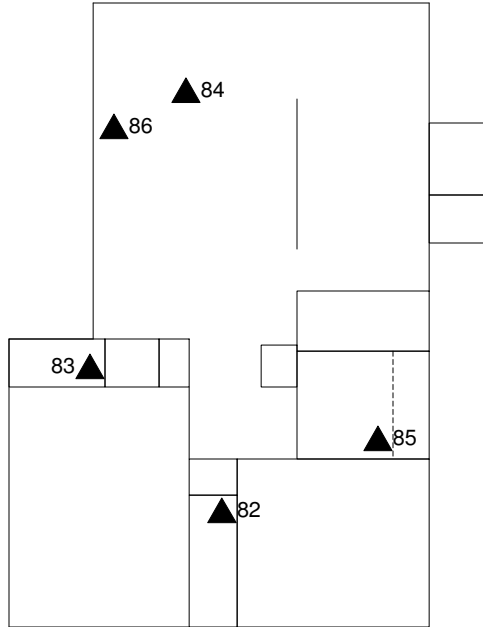
Project No.
024-24072

Date:
10 / 24

Approved by:
J.R.N

Figure No.
8





EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

Project No.
024-24072

Date:
10 / 24

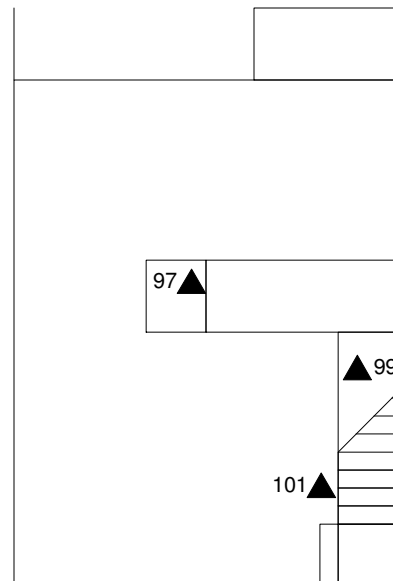
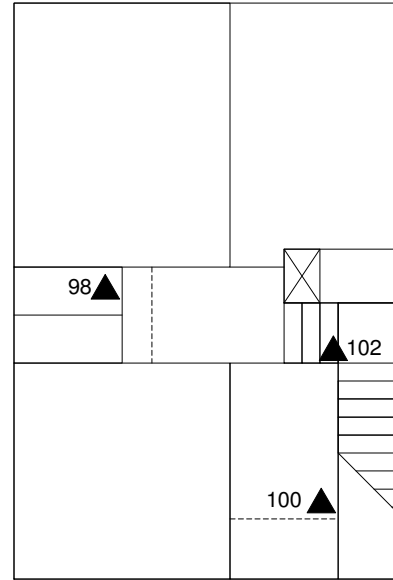
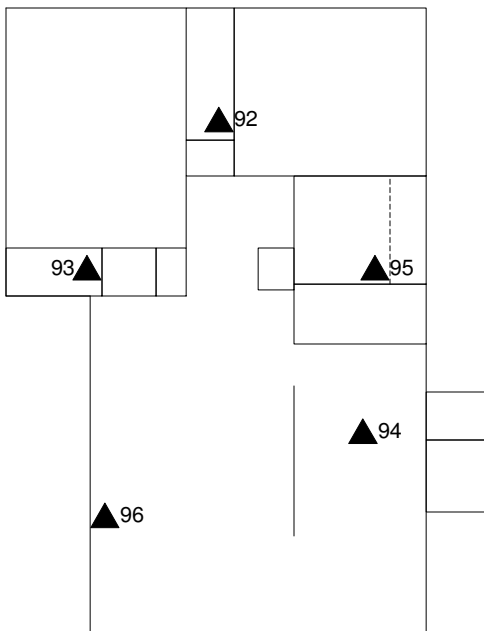
Approved by:
J.R.N

Figure No.
9



812 McNew Ct. #B

807 McNew Ct. #A



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

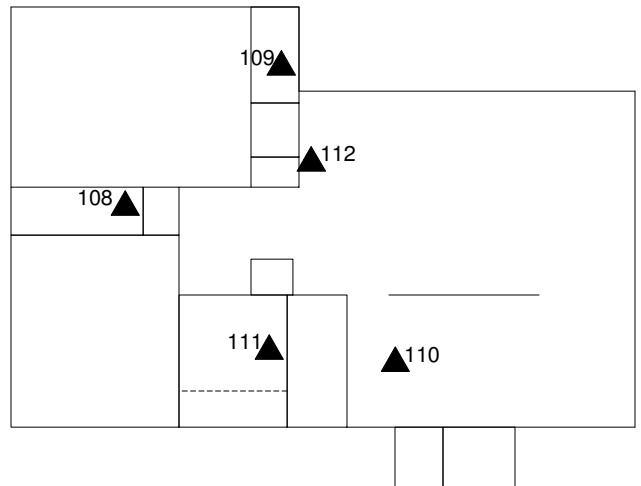
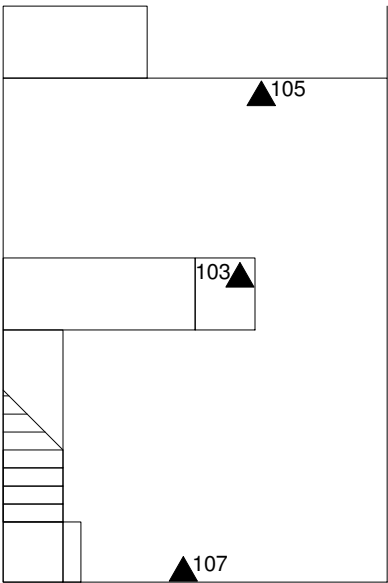
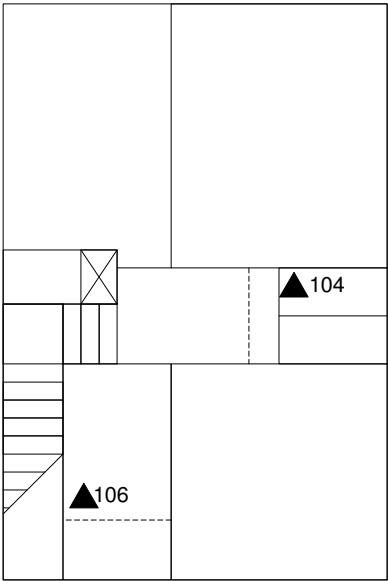
Project No.
024-24072

Date:
10 / 24

Approved by:
J.R.N

Figure No.
10





EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Date:
10 / 24

Drawn by:
J. R. N.

Approved by:
J.R.N

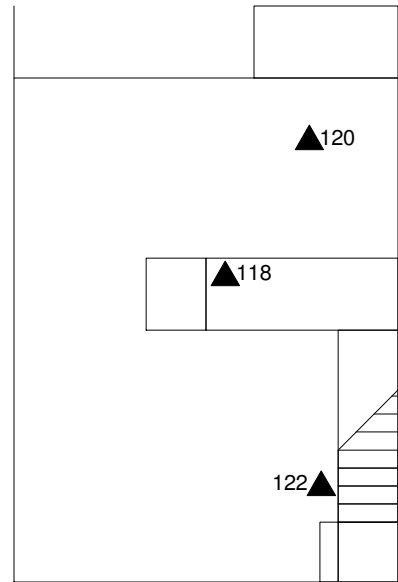
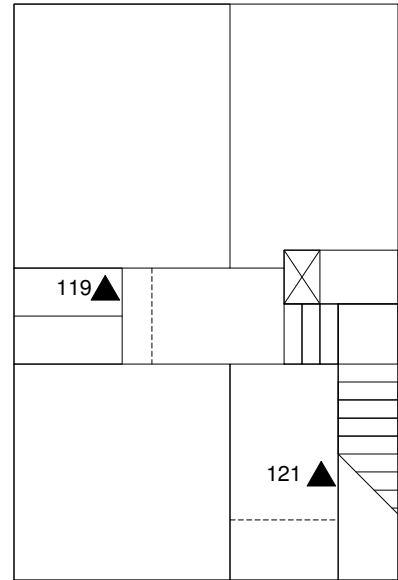
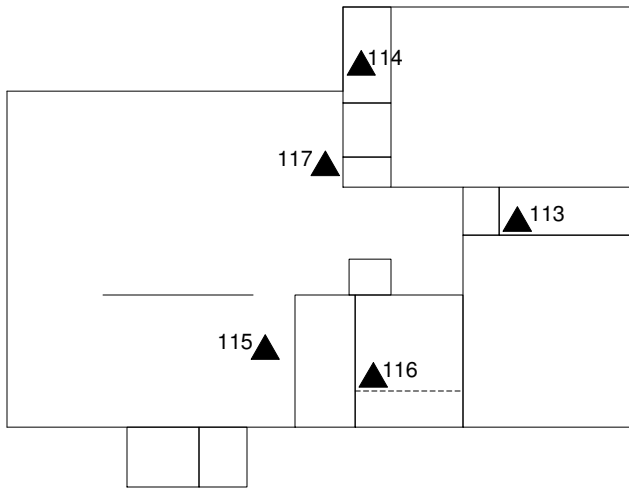
Project No.
024-24072

Figure No.
11



905 McNew Ct. #B

1105 McNew Ct. #A



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

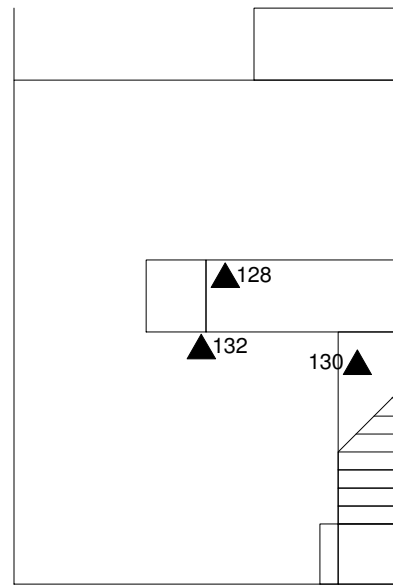
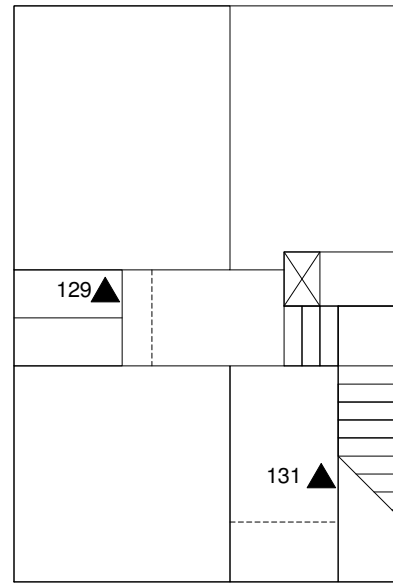
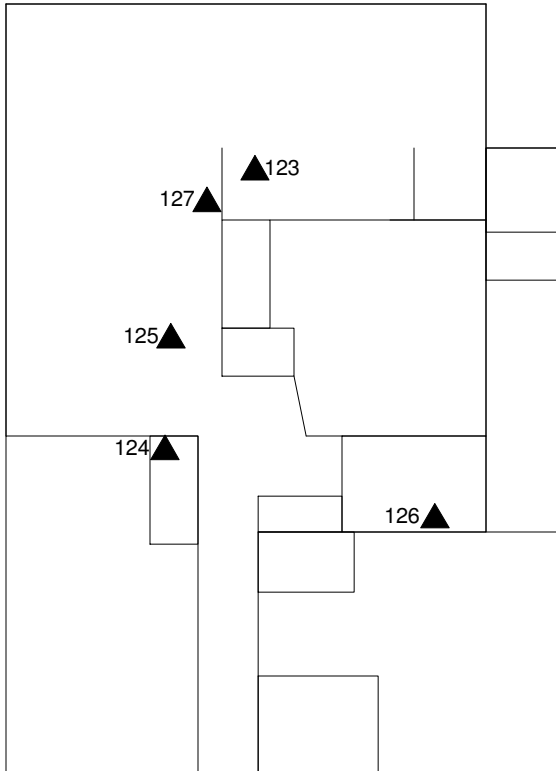
Project No.
024-24072

Date:
10 / 24

Approved by:
J.R.N

Figure No.
12





EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

Project No.
024-24072

Date:
10 / 24

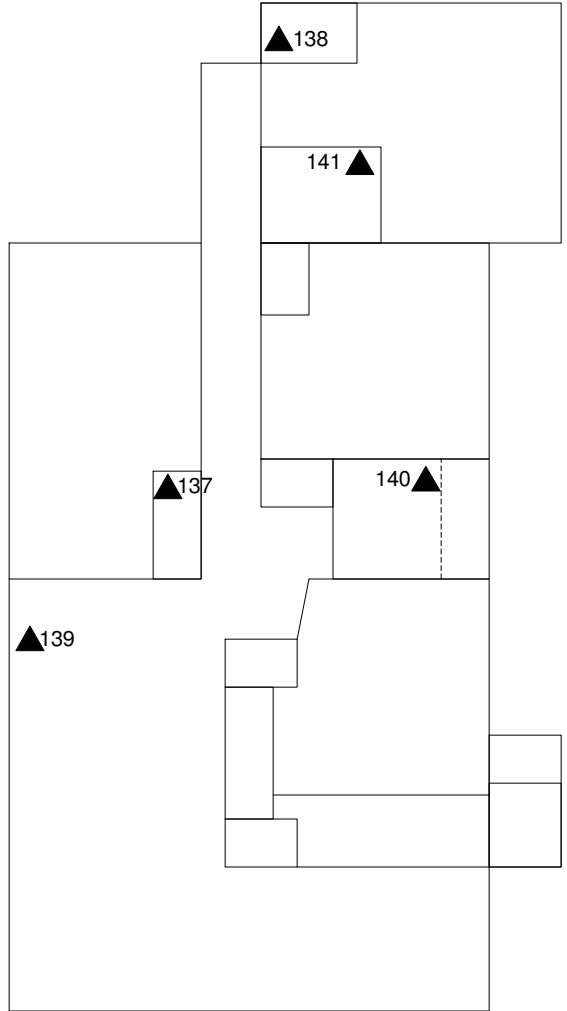
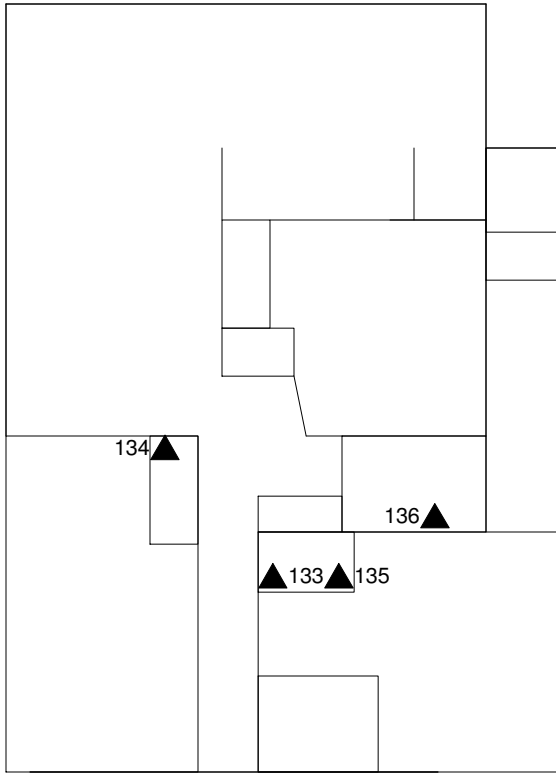
Approved by:
J.R.N

Figure No.
13



700 Smith St. #A

706 Smith St. #A



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

Project No.
024-24072

Date:
10 / 24

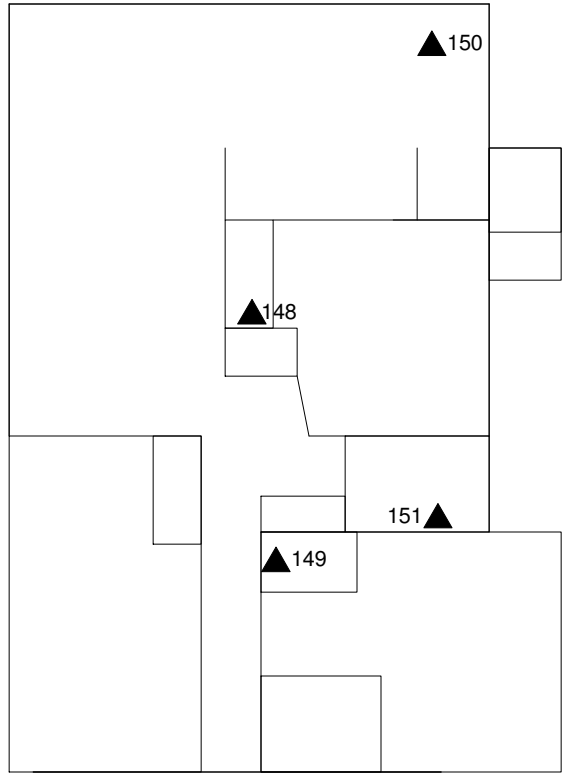
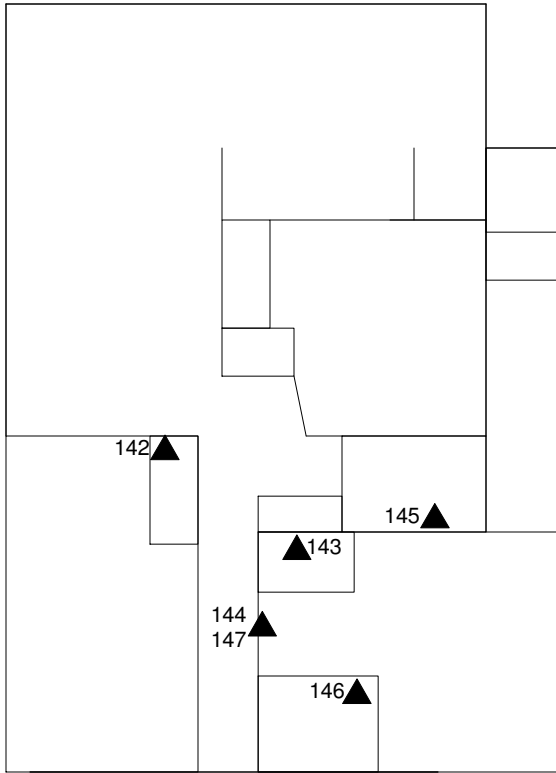
Approved by:
J.R.N.

Figure No.
14



708 Smith St. #A

704 Smith St. #B



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

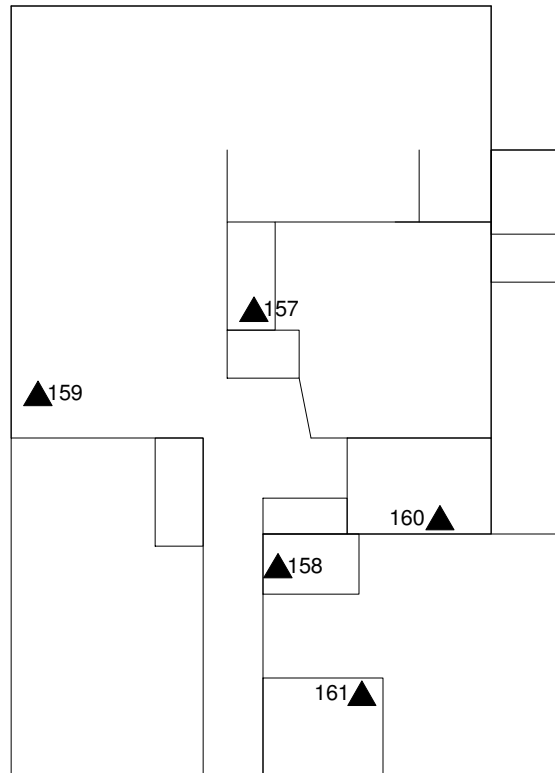
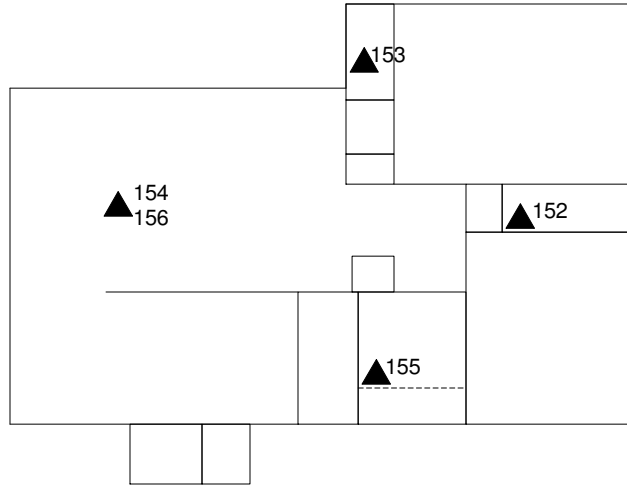
Project No.
024-24072

Date:
10 / 24

Approved by:
J.R.N

Figure No.
15





EXPLANATION

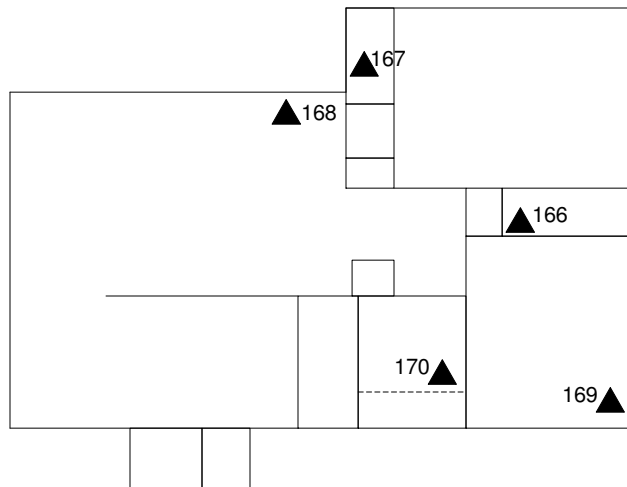
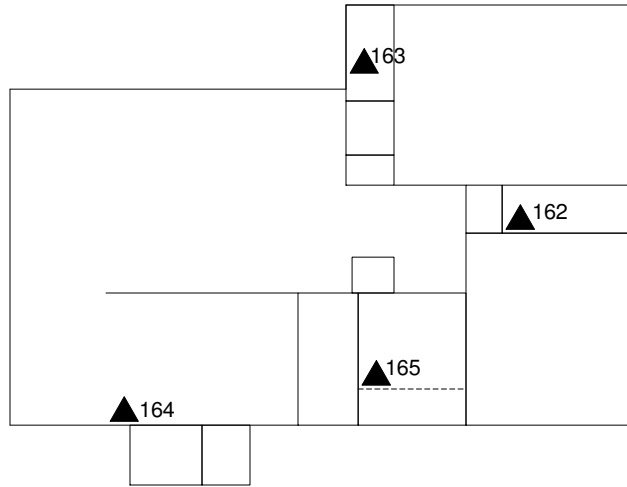
▲ BUILDING MATERIAL SAMPLE LOCATION

FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS

LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA

Scale: NOT TO SCALE	Date: 10 / 24
Drawn by: J. R. N.	Approved by: J.R.N
Project No. 024-24072	Figure No. 16





EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

Project No.
024-24072

Date:
10 / 24

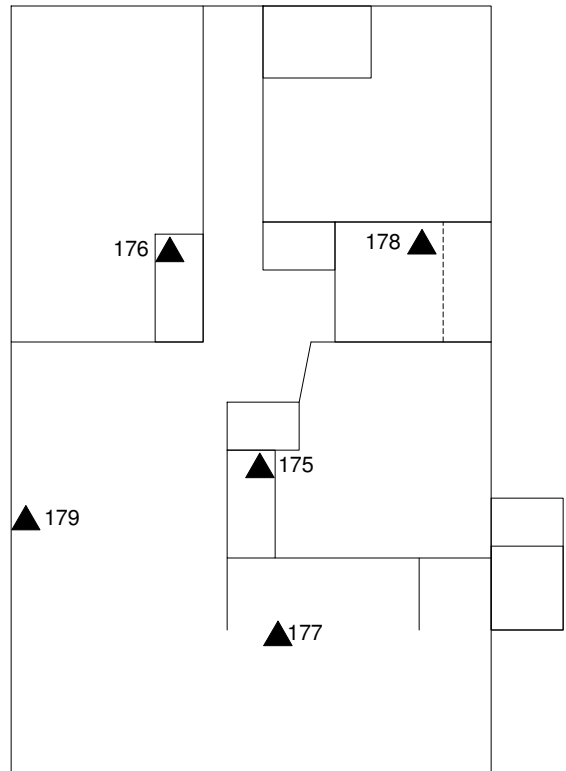
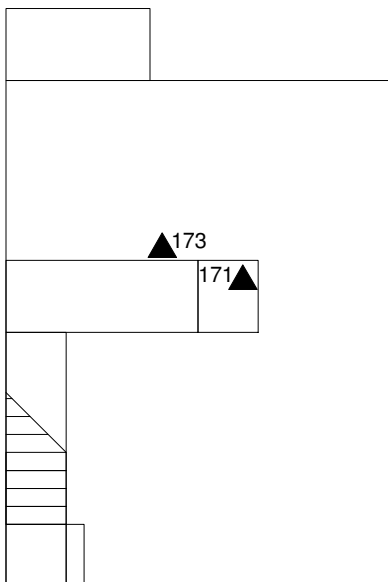
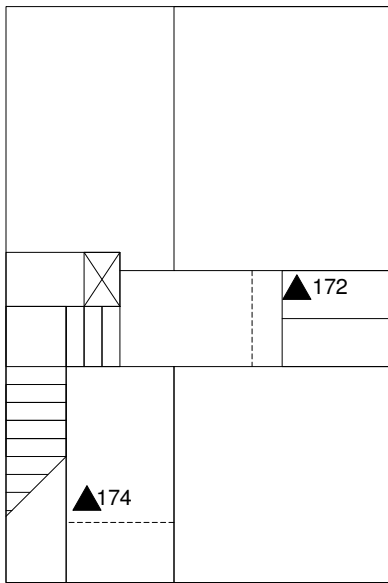
Approved by:
J.R.N

Figure No.
17



604 Gay St. #B

701 Gay St. #B



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Date:
10 / 24

Drawn by:
J. R. N.

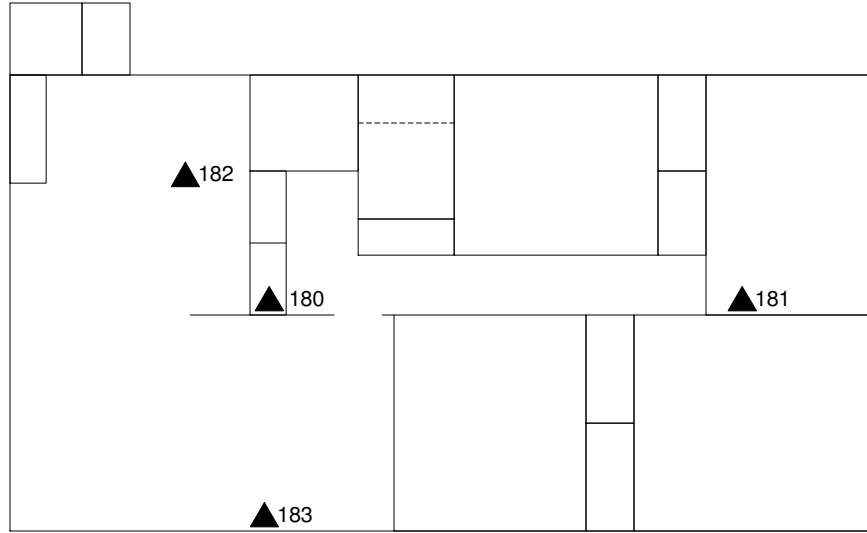
Approved by:
J.R.N

Project No.
024-24072

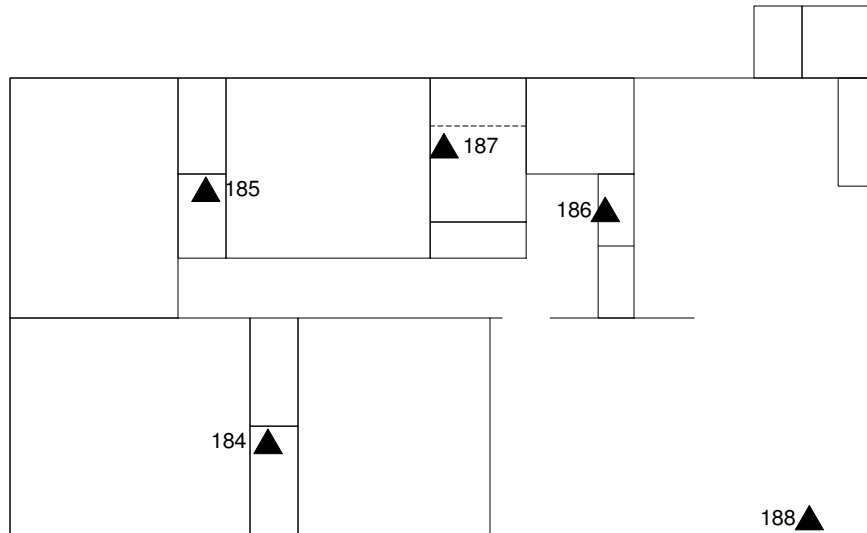
Figure No.
18




804 Smith St.



1021 Smith St.



EXPLANATION

 BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Date:
10 / 24

Drawn by:
J. R. N.

Approved by:
J.R.N

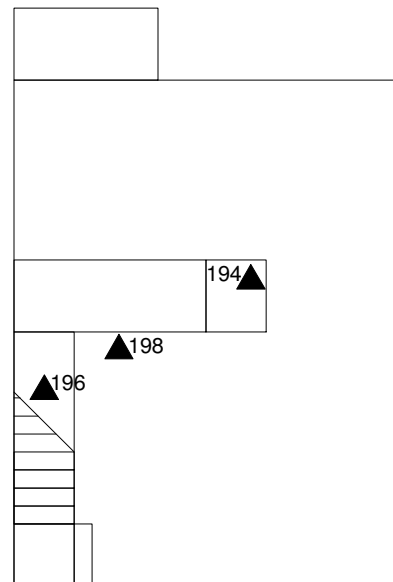
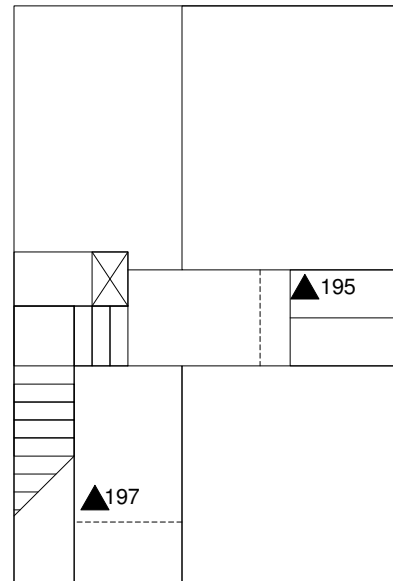
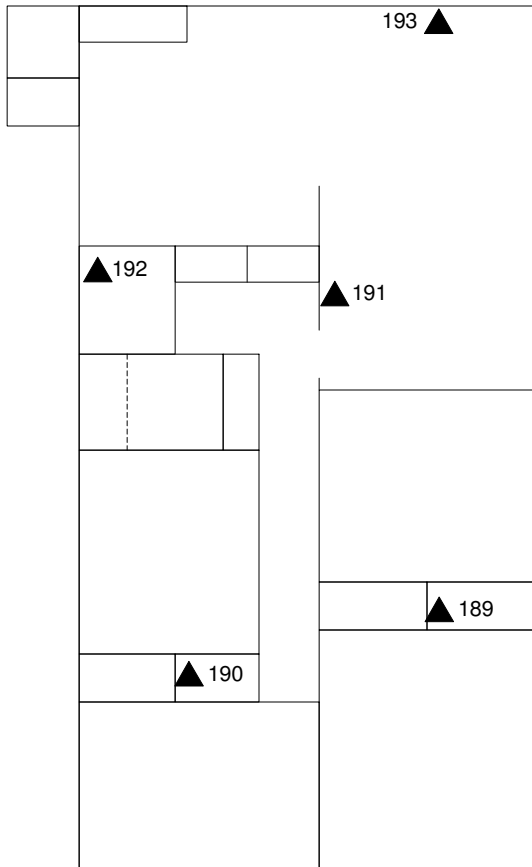
Project No.
024-24072

Figure No.
19

 **Krazan**
ENGINEERS, GEOLOGISTS AND ENVIRONMENTAL SPECIALISTS
Offices Serving the Western United States

1211 Smith St.

1309 Smith St. #B



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

Project No.
024-24072

Date:
10 / 24

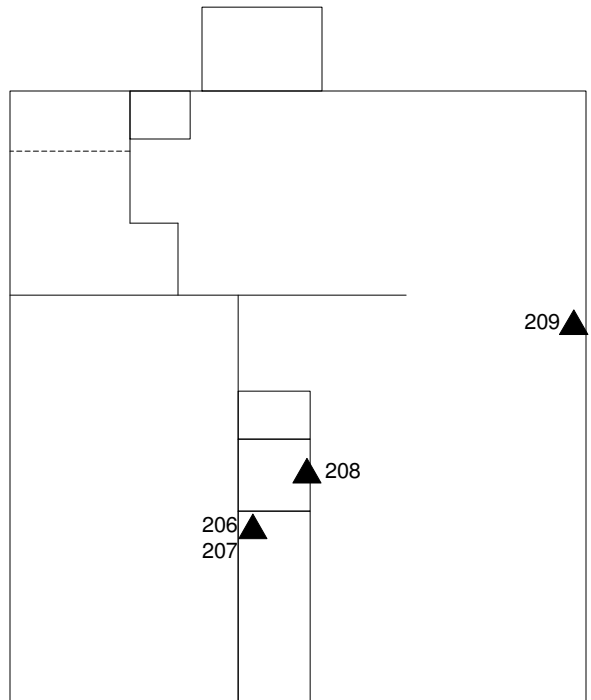
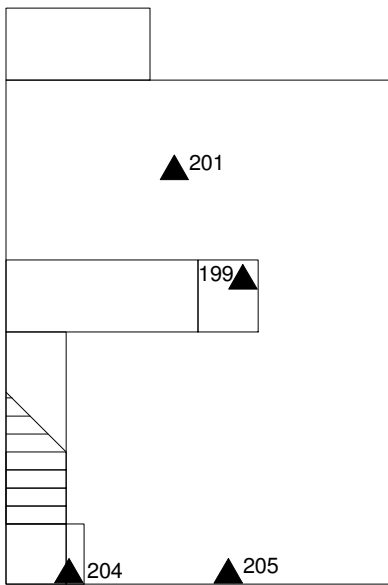
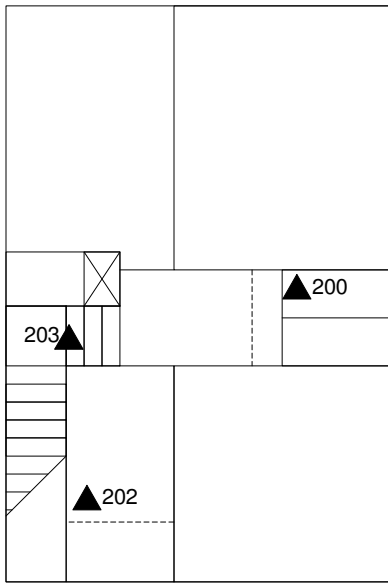
Approved by:
J.R.N

Figure No.
20



1210 Smith St. #A

1116 Smith St. #B



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Date:
10 / 24

Drawn by:
J. R. N.

Approved by:
J.R.N

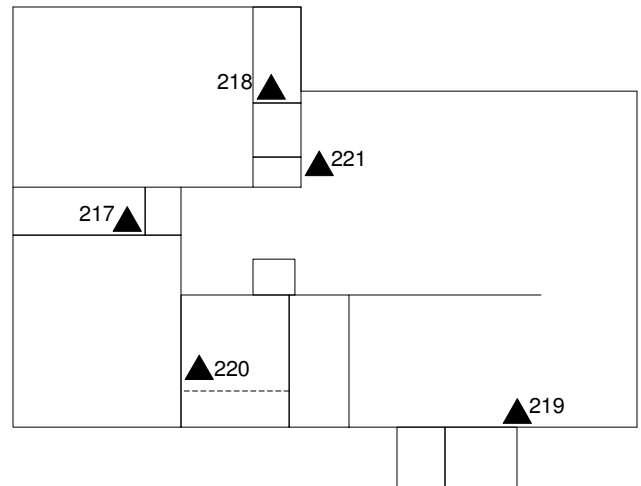
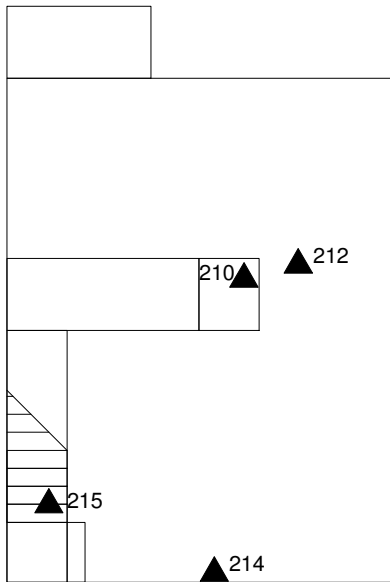
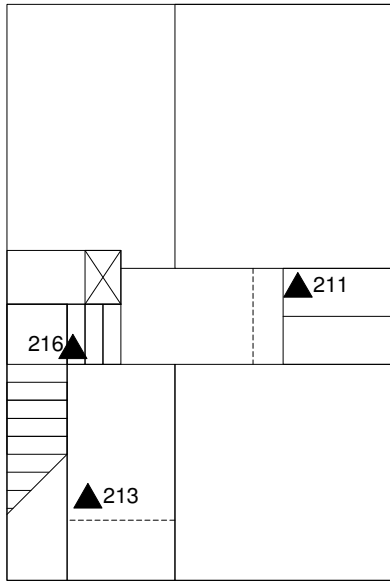
Project No.
024-24072

Figure No.
21



1112 Smith St. #A

1012 Smith St. #B



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

Project No.
024-24072

Date:
10 / 24

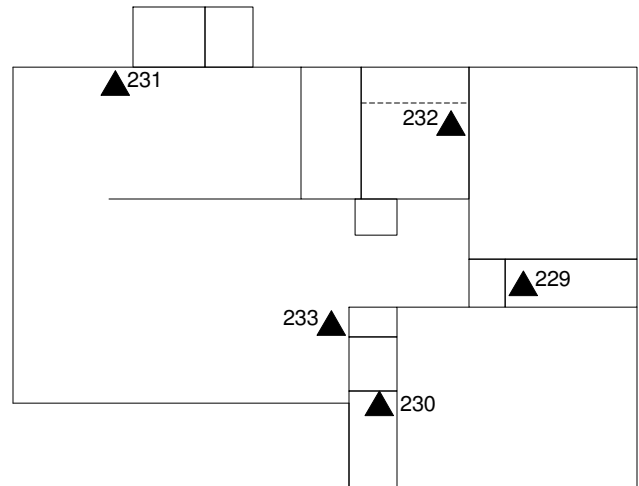
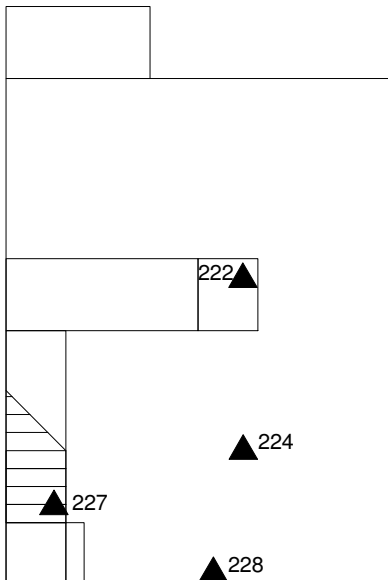
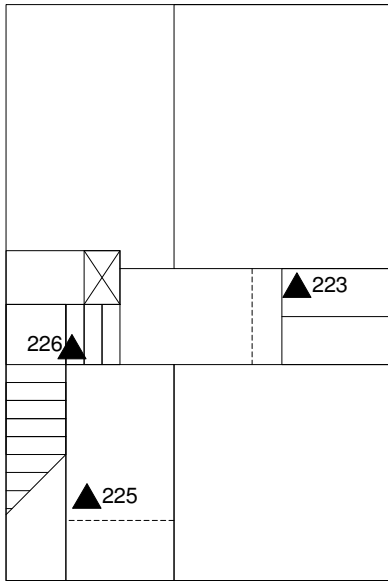
Approved by:
J.R.N.

Figure No.
22



1000 Smith St. #A

605 Jastro Ave. #A



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

Project No.
024-24072

Date:
10 / 24

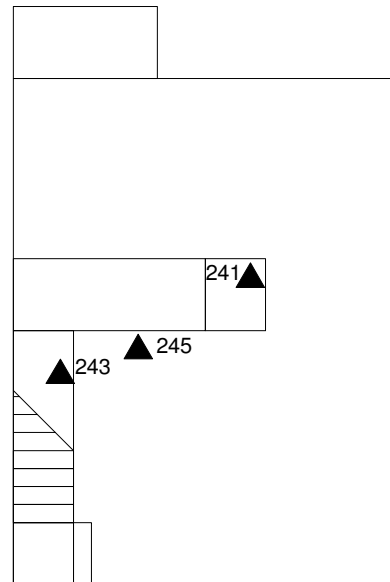
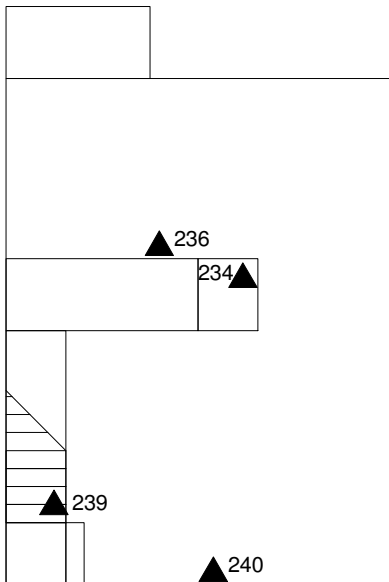
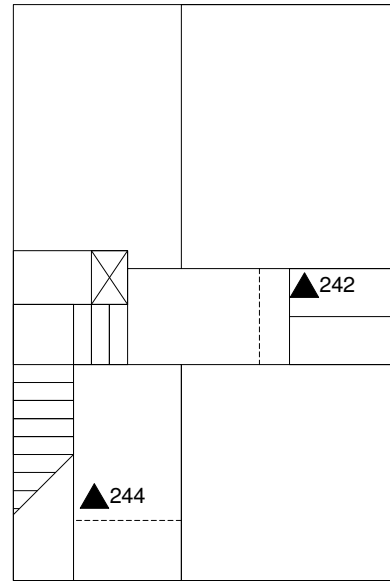
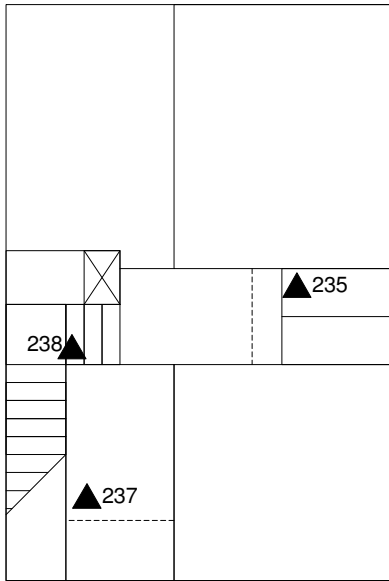
Approved by:
J.R.N

Figure No.
23



601 Jastro Ave. #A

1009 Cannon Ave. #B



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

Project No.
024-24072

Date:
10 / 24

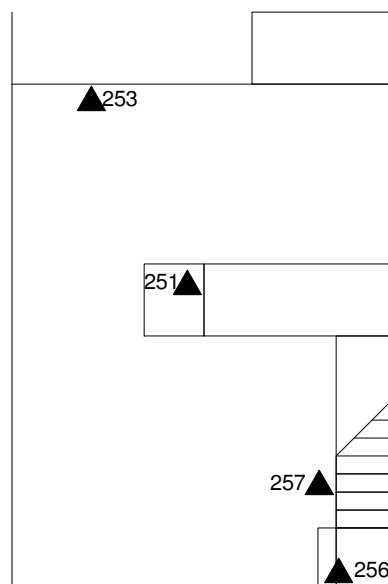
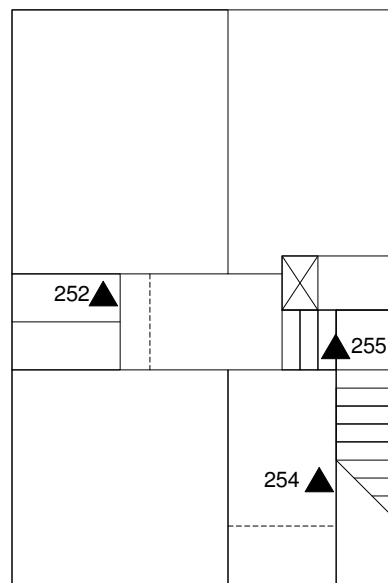
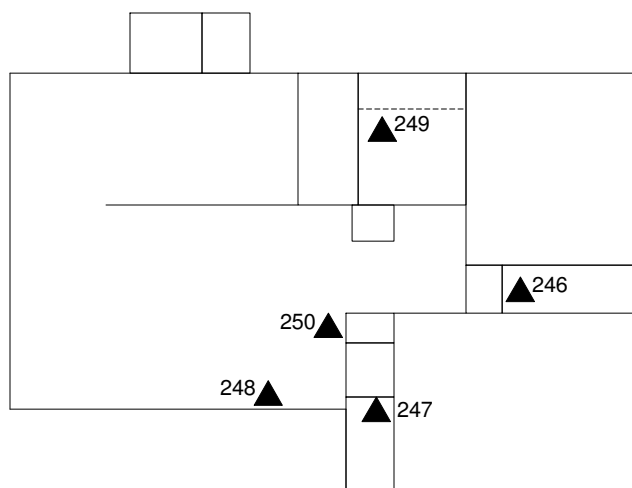
Approved by:
J.R.N.

Figure No.
24



1013 Cannon Ave. #A

1121 Cannon Ave. #A



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Drawn by:
J. R. N.

Project No.
024-24072

Date:
10 / 24

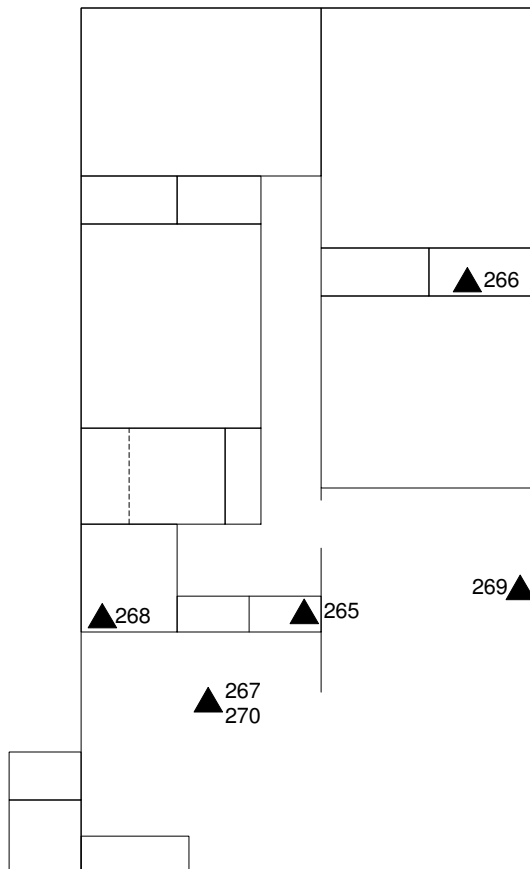
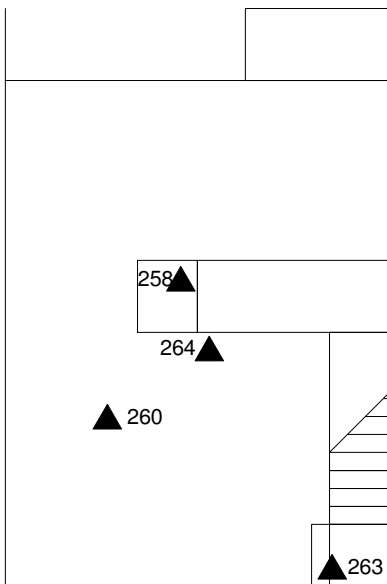
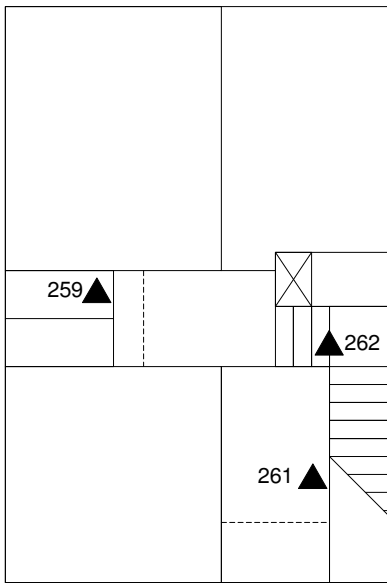
Approved by:
J.R.N

Figure No.
25



1117 Cannon Ave. #A

812 Cannon Ave.



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Date:
10 / 24

Drawn by:
J. R. N.

Approved by:
J.R.N

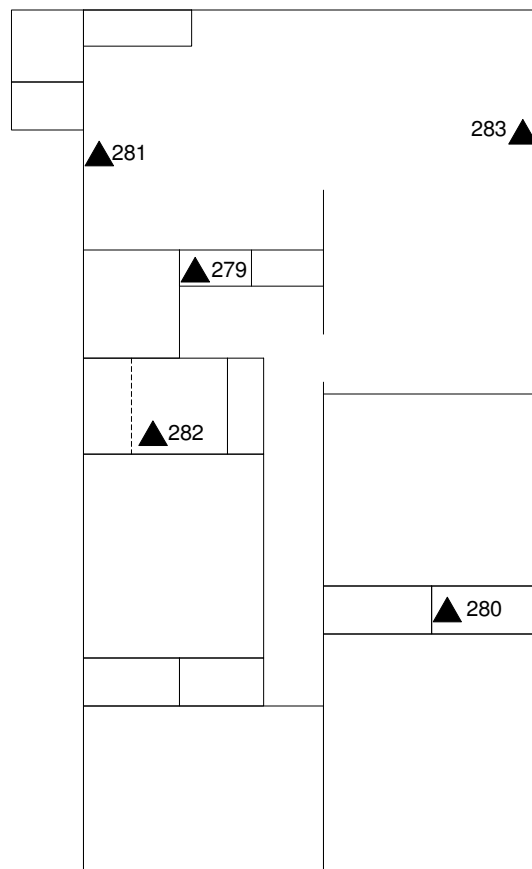
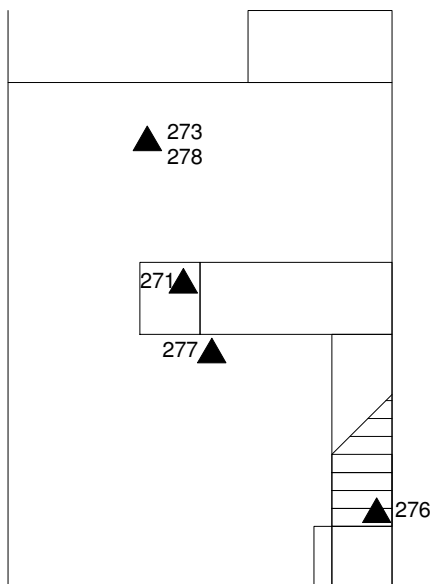
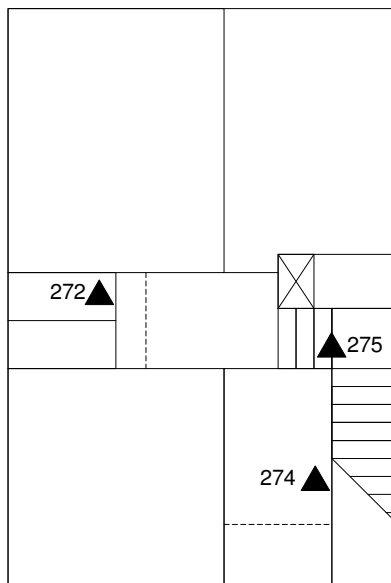
Project No.
024-24072

Figure No.
26



903 Cannon Ave. #A

1301 Cannon Ave.



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Date:
10 / 24

Drawn by:
J. R. N.

Approved by:
J.R.N

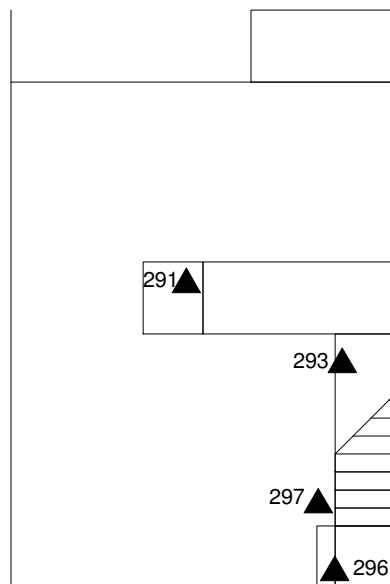
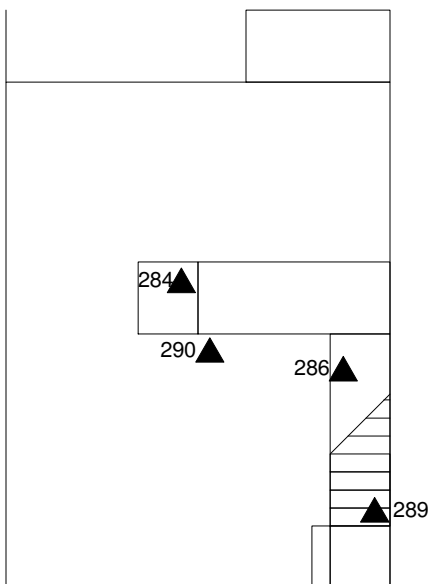
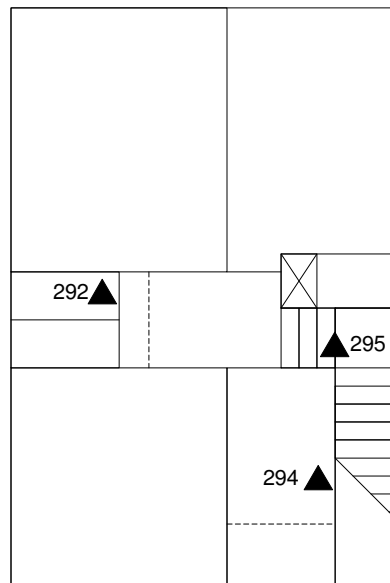
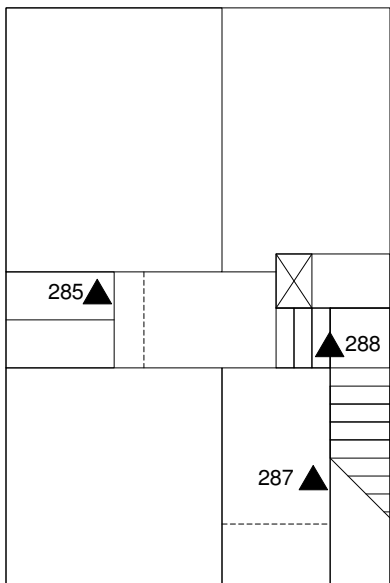
Project No.
024-24072

Figure No.
27



1300 Cannon Ave. #B

1210 Cannon Ave. #B



EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

**FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS**

**LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA**

Scale:
NOT TO SCALE

Date:
10 / 24

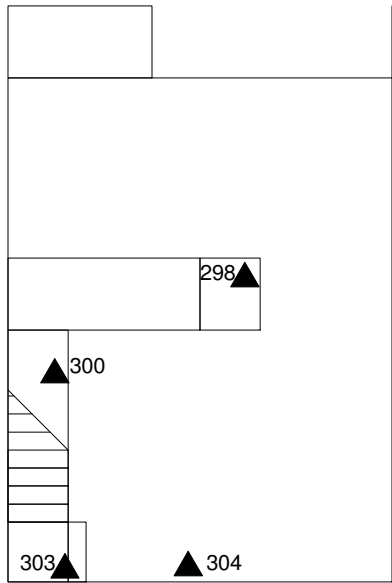
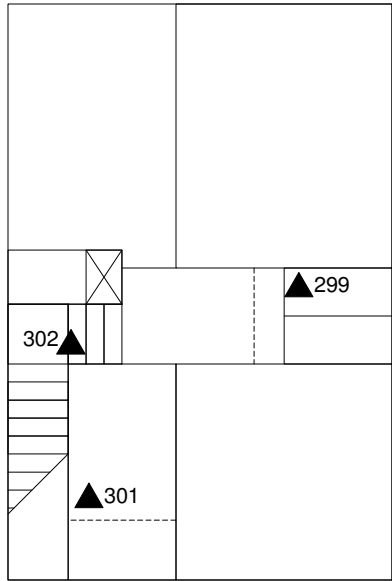
Drawn by:
J. R. N.

Approved by:
J.R.N

Project No.
024-24072

Figure No.
28





EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

FLOOR PLAN WITH BUILDING MATERIAL SAMPLE LOCATIONS

LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA

Scale:
NOT TO SCALE

Date:
10 / 24

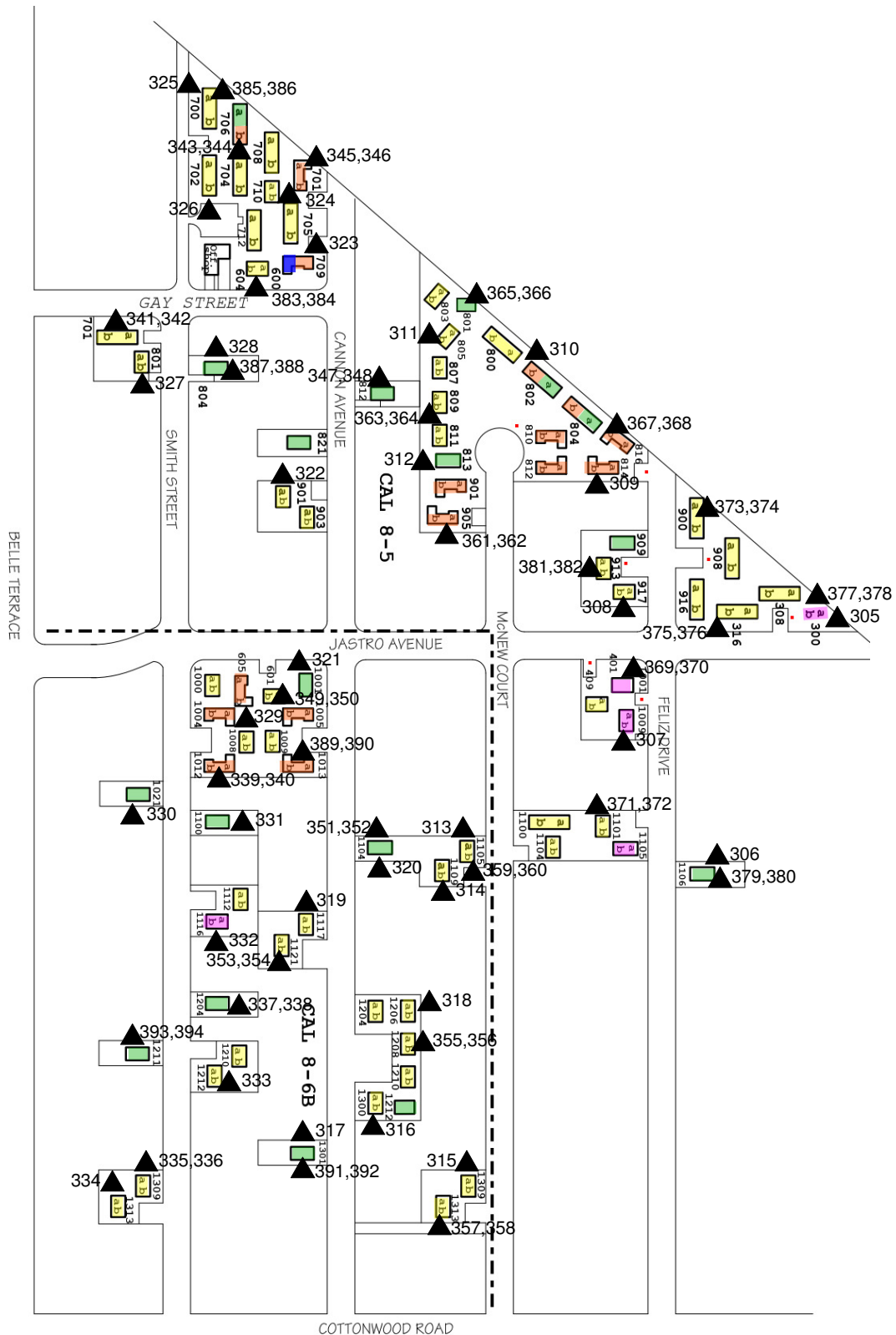
Drawn by:
J. R. N.

Approved by:
J.R.N

Project No.
024-24072

Figure No.
29





EXPLANATION

▲ BUILDING MATERIAL SAMPLE LOCATION

FLOOR PLAN WITH BUILDING MATERIAL
SAMPLE LOCATIONS

LITTLE VILLAGE
714 SMITH STREET
BAKERSFIELD, CALIFORNIA

Scale:
NOT TO SCALE

Date:
10 / 24

Drawn by:
J. R. N.

Approved by:
J.R.N

Project No.
024-24072

Figure No.
30



Appendix A



Asbestos Bulk Analysis Report

7469 Whitepine Rd
 North Chesterfield, VA 23237
 Telephone: 800.347.4010

Report Number: 24-10-05301

Client: Krazan & Associates Inc.
 215 West Dakota Ave
 Clovis, CA 93612

Received Date: 10/25/2024
 Analyzed Date: 11/01/2024
 Reported Date: 11/01/2024

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/22/2024)

Client Number:
 05-5650

Fax Number:
 559-348-2201

Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-001	1		White Paint-Like; White Powdery; Brown Fibrous; Gray Chalky; Inhomogeneous	NAD	20% Cellulose 2% Fibrous Glass 78% Non-Fibrous
24-10-05301-002	2		White Textured Paint-Like; White Powdery; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-003A	3	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-003B	3	Mastic	Tan Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05301-004	4		Brown/White Vinyl-Like; Homogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
No mastic present					

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05301

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/22/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-005	5		Cream Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-006A	6	Mastic	Black Adhesive; White Paint-Like; Inhomogeneous	2% Chrysotile	98% Non-Fibrous
Total Asbestos: 2%					
Unable to separate materials.					
24-10-05301-006B	6	Leveling Comp.	White/Gray Granular; Inhomogeneous	NAD	10% Cellulose 90% Non-Fibrous
24-10-05301-007	7		White Paint-Like; White Powdery; Brown Fibrous; Gray Chalky; Inhomogeneous	NAD	20% Cellulose 80% Non-Fibrous
24-10-05301-008	8		White Textured Paint-Like; White Powdery; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-009A	9	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-009B	9	Other *	Tan Adhesive; Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous

*Mastic/Leveling Compound. Unable to separate materials.

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-010A	10	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-010B	10	Mastic	Tan Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-011	11		Beige Vinyl-Like; Gray Fibrous; Inhomogeneous	NAD	12% Cellulose 10% Fibrous Glass 78% Non-Fibrous
Insufficient quantity of mastic for analysis					
24-10-05301-012	12		Cream Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-013A	13	Stair Tread	Gray Vinyl-Like; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-013B	13	Mastic	Tan Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05301-014	14		White Paint-Like; White Powdery; Brown Fibrous; Gray Chalky; Inhomogeneous	NAD	25% Cellulose 75% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-015	15		White Textured Paint-Like; White Powdery; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-016A	16	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-016B	16	Mastic	Tan Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-017A	17	Caulk	White Pliable; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-017B	17	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-017C	17	Mastic	Tan Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05301-018A	18	Caulk	White Pliable; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-018B	18	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-018C	18	Mastic	Tan Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05301-019	19		Cream Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-020	20		White Paint-Like; White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	20% Cellulose 5% Fibrous Glass 75% Non-Fibrous
24-10-05301-021	21		White Textured Paint-Like; White Powdery; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-022	22		Cream Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-023	23		White Paint-Like; White Powdery; Brown Fibrous; Gray Chalky; Inhomogeneous	NAD	20% Cellulose 2% Fibrous Glass 78% Non-Fibrous
24-10-05301-024	24		White Textured Paint-Like; White Powdery; Inhomogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05301

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/22/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-025	25		Cream Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-026	26		White Paint-Like; White Powdery; Brown Fibrous; Gray Chalky; Inhomogeneous	NAD	25% Cellulose 2% Fibrous Glass 73% Non-Fibrous
24-10-05301-027	27		White Textured Paint-Like; White Powdery; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-028	28		Cream Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-029	29		White Paint-Like; White Powdery; Brown Fibrous; Gray Chalky; Inhomogeneous	NAD	20% Cellulose 2% Fibrous Glass 78% Non-Fibrous
24-10-05301-030	30		White Textured Paint-Like; White Powdery; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-031	31		Cream Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-032	32		White Paint-Like; White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	23% Cellulose 5% Fibrous Glass 72% Non-Fibrous
24-10-05301-033	33		White Textured Paint-Like; White Powdery; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-034A	34	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-034B	34	Mastic	Tan Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-035A	35	Linoleum	Beige Vinyl-Like; Gray Fibrous; Inhomogeneous	NAD	12% Cellulose 10% Fibrous Glass 78% Non-Fibrous
24-10-05301-035B	35	Mastic	Tan Adhesive; Homogeneous	NAD	3% Cellulose 1% Fibrous Glass 96% Non-Fibrous
24-10-05301-036	36		Cream Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-037	37		White Paint-Like; White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	20% Cellulose 2% Fibrous Glass 78% Non-Fibrous
24-10-05301-038	38		White Textured Paint-Like; White Powdery; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-039A	39	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-039B	39	Mastic	Tan Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05301-040A	40	Linoleum	Beige Vinyl-Like; Gray Fibrous; Inhomogeneous	NAD	15% Cellulose 10% Fibrous Glass 75% Non-Fibrous
24-10-05301-040B	40	Mastic	Tan Adhesive; Homogeneous	NAD	5% Cellulose 2% Fibrous Glass 93% Non-Fibrous
24-10-05301-041A	41	Stair Tread	Gray Vinyl-Like; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-041B	41	Mastic	Tan Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05301-042A	42	Stair Trim	Gray Vinyl-Like; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-042B	42	Mastic	Tan Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05301-043A	43	Flooring	Gray Vinyl-Like; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-043B	43	Mastic	Tan Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05301-044	44		Cream Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-045	45		White Paint-Like; White Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-046	46		White Paint-Like; Off- White Granular; Inhomogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-047A	47	Tile	Brown Vinyl; Homogeneous	3% Chrysotile	97% Non-Fibrous
Total Asbestos: 3%					
24-10-05301-047B	47	Mastic	Black Adhesive; Homogeneous	4% Chrysotile	96% Non-Fibrous
Total Asbestos: 4%					
24-10-05301-048A	48	Flooring	Gray/White Vinyl-Like; Homogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
24-10-05301-048B	48	Mastic	Tan/Black Adhesive; Inhomogeneous	3% Chrysotile	2% Cellulose 95% Non-Fibrous
Total Asbestos: 3%					
Unable to separate mastics.					
24-10-05301-049A	49	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-049B	49	Mastic	Tan Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05301-050A	50	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-050B	50	Mastic	Tan Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-051	51		Cream Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-052	52		White Granular; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05301-053	53		Tan Paint-Like; White Powdery; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-054	54		Gray/Black Vinyl-Like; Homogeneous	NAD	100% Non-Fibrous
No mastic present					
24-10-05301-055A	55	Flooring	Beige/White Vinyl-Like; Homogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
24-10-05301-055B	55	Other *	Clear Adhesive; Gray Chalky; Inhomogeneous	NAD	10% Cellulose 90% Non-Fibrous
*Mastic/Leveling Compound. Unable to separate materials.					
24-10-05301-056	56		Cream Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-057	57		White Paint-Like; White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	25% Cellulose 2% Fibrous Glass 73% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-058	58		White Textured Paint-Like; White Powdery; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-059A	59	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-059B	59	Mastic	Tan Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-060A	60	Flooring	Beige/White Vinyl-Like; Homogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
24-10-05301-060B	60	Other *	Tan Adhesive; Gray Granular; Inhomogeneous	NAD	2% Cellulose 98% Non-Fibrous
*Mastic/Leveling Compound. Unable to separate materials.					
24-10-05301-061	61		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-062	62		White Powdery; Brown Fibrous; White Granular; Inhomogeneous	NAD	5% Cellulose 95% Non-Fibrous
24-10-05301-063	63		White Granular; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-064A	64	Tile	Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-064B	64	Mastic	Orange Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-065A	65	Linoleum	Tan Vinyl; White Foam; Inhomogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
24-10-05301-065B	65	Mastic	Clear Adhesive; Homogeneous	NAD	1% Cellulose 99% Non-Fibrous
24-10-05301-065C	65	Leveling Comp.	Gray Granular; Homogeneous	NAD	4% Cellulose 96% Non-Fibrous
24-10-05301-066	66		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-067A	67	Other *	Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
*Stair Trim					
24-10-05301-067B	67	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-068	68		Beige Granular; Beige Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-069	69		Beige Granular; Beige Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-070A	70	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-070B	70	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-071A	71	Linoleum	Tan Vinyl; Beige Fibrous; Inhomogeneous	NAD	5% Cellulose 95% Non-Fibrous
24-10-05301-071B	71	Mastic	Orange Adhesive; Homogeneous	NAD	5% Cellulose 95% Non-Fibrous
24-10-05301-072	72		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-073	73		White/Beige Granular; Inhomogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05301

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/22/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-074	74		White Chalky; Beige Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-075A	75	Tile	Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-075B	75	Mastic	Yellow Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05301-076	76		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-077	77		Beige Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-078	78		Beige Granular; Beige Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-079A	79	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-079B	79	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-080A	80	Tile	Tan Vinyl; Homogeneous	NAD	1% Cellulose 99% Non-Fibrous
24-10-05301-080B	80	Mastic	Yellow Adhesive; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous
24-10-05301-081	81		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-082	82		Beige Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-083	83		White Chalky; Beige Paint- Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-084A	84	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-084B	84	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-085A	85	Linoleum	Beige Vinyl; White Fibrous; Inhomogeneous	NAD	25% Cellulose 5% Fibrous Glass 70% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05301

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/22/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-085B	85	Mastic	Beige Adhesive; Homogeneous	NAD	5% Cellulose 95% Non-Fibrous
24-10-05301-086	86		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-087	87		White/Beige Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-088	88		White Chalky; Beige Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-089A	89	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-089B	89	Mastic	Orange Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05301-090	90		Tan Vinyl; Beige Fibrous; Inhomogeneous	NAD	3% Cellulose 97% Non-Fibrous
24-10-05301-091	91		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-092	92		White/Beige Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-093	93		White Chalky; Beige Paint- Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05301-094A	94	Tile	Gray Vinyl; Homogenous	NAD	100% Non-Fibrous
24-10-05301-094B	94	Mastic	Orange Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-095A	95	Floor I	Dark Gray Vinyl; Homogenous	NAD	100% Non-Fibrous
24-10-05301-095B	95	Mastic I	Clear/Green Adhesive; Inhomogenous	NAD	100% Non-Fibrous
24-10-05301-095C	95	Floor II	Off White Vinyl; Homogenous	NAD	100% Non-Fibrous
24-10-05301-095D	95	Mastic II	Yellow Adhesive; Homogenous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-095E	95	Other *	Gray Granular; Homogenous	NAD	5% Cellulose 10% Fibrous Glass 85% Non-Fibrous
*Leveling Comp.					
24-10-05301-096	96		White Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-097	97		White Granular; Brown Fibrous; White Chalky; Inhomogenous	NAD	10% Cellulose 90% Non-Fibrous
24-10-05301-098	98		White Paint-Like; White Granular; Brown Fibrous; White Chalky; Inhomogenous	NAD	15% Cellulose 85% Non-Fibrous
24-10-05301-099A	99	Tile	Beige Vinyl; Homogenous	NAD	100% Non-Fibrous
24-10-05301-099B	99	Mastic	Orange Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-100	100		Beige Vinyl; Gray Fibrous; Inhomogenous	NAD	5% Cellulose 10% Fibrous Glass 85% Non-Fibrous

*Mastic present, quantity not sufficient for analysis.

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-101	101		White Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-102A	102	Stair Tread	Tan Vinyl; Homogenous	NAD	100% Non-Fibrous
24-10-05301-102B	102	Mastic	Yellow Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-103	103		White Paint-Like; White Granular; Brown Fibrous; Gray Chalky; Inhomogenous	NAD	20% Cellulose 80% Non-Fibrous
24-10-05301-104	104		White/Gray Granular; Inhomogenous	NAD	100% Non-Fibrous
24-10-05301-105	105		Gray Vinyl; Homogenous	NAD	100% Non-Fibrous
*Mastic present, quantity not sufficient for analysis.					
24-10-05301-106A	106	Flooring	Gray Vinyl; Homogenous	NAD	100% Non-Fibrous
24-10-05301-106B	106	Mastic	Gray Adhesive; Homogenous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-107	107		White Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-108	108		White Paint-Like; Beige Granular; Inhomogenous	NAD	100% Non-Fibrous
24-10-05301-109	109		White Paint-Like; White Powdery; Beige Granular; Inhomogenous	NAD	100% Non-Fibrous
24-10-05301-110A	110	Tile	Gray Vinyl; Homogenous	NAD	100% Non-Fibrous
24-10-05301-110B	110	Mastic	Yellow Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-111A	111	Floor I	Gray Vinyl; Homogenous	NAD	100% Non-Fibrous
*Top flooring					
24-10-05301-111B	111	Other *	Clear Adhesive; Gray Granular; Inhomogenous	NAD	100% Non-Fibrous
*Mastic/Leveling Compound under flooring I.					
24-10-05301-111C	111	Flooring II	Gray Vinyl; Homogenous	NAD	100% Non-Fibrous
*Bottom flooring					

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-111D	111	Other *	Red Adhesive; Gray Granular; Inhomogenous	NAD	100% Non-Fibrous
*Mastic/Leveling Comp. under flooring II.					
24-10-05301-112	112		White Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-113	113		White/Gray Granular; Inhomogenous	NAD	100% Non-Fibrous
24-10-05301-114	114		White Paint-Like; White Powdery; Gray Granular; Inhomogenous	NAD	100% Non-Fibrous
24-10-05301-115A	115	Tile	Beige Vinyl; Homogenous	NAD	100% Non-Fibrous
24-10-05301-115B	115	Mastic	Orange Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-116	116		Beige Vinyl; Gray Fibrous; Inhomogenous	NAD	5% Cellulose 20% Fibrous Glass 75% Non-Fibrous
*Mastic present, quantity not sufficient for analysis.					
24-10-05301-117	117		White Adhesive; Homogenous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-118	118		White Paint-Like; White Powdery; Brown Fibrous; Gray Chalky; Inhomogenous	NAD	15% Cellulose 85% Non-Fibrous
24-10-05301-119	119		White Granular; Homogenous	NAD	100% Non-Fibrous
24-10-05301-120A	120	Tile	Beige Vinyl; Homogenous	NAD	100% Non-Fibrous
24-10-05301-120B	120	Mastic	Orange Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-121A	121	Linoleum	Beige Vinyl; Gray Fibrous; Inhomogenous	NAD	5% Cellulose 10% Fibrous Glass 85% Non-Fibrous
24-10-05301-121B	121	Mastic	Yellow Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-122	122		White Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-123	123		White Brittle; Gray Granular; Inhomogenous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05301

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/22/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-124	124		Beige Paint-Like; White Granular; Inhomogenous	NAD	100% Non-Fibrous
24-10-05301-125A	125	Tile	Beige Vinyl; Homogenous	NAD	100% Non-Fibrous
24-10-05301-125B	125	Mastic	Orange Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-126A	126	Flooring	Gray Vinyl; Homogenous	NAD	100% Non-Fibrous
24-10-05301-126B	126	Mastic	Clear Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-127	127		White Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-128	128		White Paint-Like; White Powdery; Brown Fibrous; Gray Chalky; Inhomogenous	NAD	15% Cellulose 85% Non-Fibrous
24-10-05301-129	129		White Powdery; Homogenous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05301

Project/Test Address: 024-24072; Little Village; 714 Smith
Street (10/22/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05301-130	130		Beige/Tan Vinyl; Inhomogenous	NAD	20% Cellulose 80% Non-Fibrous
24-10-05301-131A	131	Linoleum	Gray Vinyl; Homogenous	NAD	100% Non-Fibrous
24-10-05301-131B	131	Mastic	Clear Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05301-132	132		White Adhesive; Homogenous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
Project/Test Address: 024-24072; Little Village; 714 Smith
Street (10/22/2024)

Report Number: 24-10-05301

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
-------------------	----------------------	------------	-----------------------	----------	-----------------

QC Sample: 100-M12014-2, 96-M22012-4
QC Blank: SRM 1866 Fiberglass
Reporting Limit: 1% Asbestos
Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020
Analyst: Keleigh King, Kathy Fletcher,
Angel McDaniel

Reviewed By Authorized Signatory:



Tasha Eaddy
QA/QC Clerk

These results are based on a comparative visual estimate. The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection. . NVLAP #101882-0 VELAP 460172

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

LEGEND: NAD = no asbestos detected

E.H.S. LABORATORY #: _____

Page 1 of 3

**EPA 600 PLM ASBESTOS SAMPLE
CHAIN OF CUSTODY**

TURNAROUND TIME: *5 day*

24-10-05301



Client Name: **Krazan & Associates, Inc.** Contact: **Jeff Noël** Phone: **(559) 348-2200**
Address: **215 West Dakota Avenue** City: **Clovis** State: **California**

PROJECT NAME: Little Village PROJECT ID #: 024-24072 DATE SAMPLES TAKEN: _____
SAMPLES REC'D (#): _____ DATE REC'D: _____ CONDITION: _____ SAMPLES ACCEPTED (Y , N) : _____ IF NO, WI

Due Date:
11/01/2024
(Friday)
EL

1329h

E.H.S. Sample #	Client ID#	Sample Location	Sample Description	E.H.S. Sample #	Client ID#	Sample Location	Sample Description
	1	714 Smith Street	Gypsum board / taping material		31	714 Smith Street	Base cove mastic
	2		Texture		32		Gypsum board / taping material
	3		12-in by 12-in Floor tile		33		Texture
	4		Sheet flooring		34		12-in by 12-in Floor tile
	5		Base cove mastic		35		Sheet flooring
	6		Leveling compound		36		Base cove mastic
	7		Gypsum board / taping material		37		Gypsum board / taping material
	8		Texture		38		Texture
	9		12-in by 12-in Floor tile		39		12-in by 12-in Floor tile
	10		12-in by 12-in Floor tile		40		Sheet flooring
	11		Sheet flooring		41		Stair tread
	12		Base cove mastic		42		Stair trim
	13		Stair trim		43		Sheet flooring
	14		Gypsum board / taping material		44		Base cove mastic
	15		Texture		45		Plaster
	16		12-in by 12-in Floor tile		46		Skim coat
	17		12-in by 12-in Floor tile		47		9-in by 9-in Floor tile
	18		12-in by 12-in Floor tile		48		Sheet flooring
	19		Base cove mastic		49		12-in by 12-in Floor tile
	20		Gypsum board / taping material		50		12-in by 12-in Floor tile
	21		Texture		51		Base cove mastic
	22		Base cove mastic		52		Plaster
	23		Gypsum board / taping material		53		Skim coat
	24		Texture		54		Vinyl plank flooring
	25		Base cove mastic		55		Sheet flooring
	26		Gypsum board / taping material		56		Base cove mastic
	27		Texture		57		Gypsum board / taping material
	28		Base cove mastic		58		Texture
	29		Gypsum board / taping material		59		12-in by 12-in Floor tile
	30		Texture		60		Sheet flooring

ENVIRONMENTAL HAZARD SERVICES, L.L.C.
7469 WHITE PINE ROAD
RICHMOND, VA 23237
PHONE (804) 275-4788 FAX (804) 275-4907

RELINQUISHED BY: _____

Jeff Noël
Thelma

DATE: _____

10/22/24

RECEIVED AT E.H.S. BY: _____

DATE: _____

10/22/24

5301

**EPA 600 PLM ASBESTOS SAMPLE
CHAIN OF CUSTODY**

TURNAROUND TIME: Same Day / 1-DAY / 2-DAY / 3-DAY / 5-Day

Client Name: Krazan & Associates, Inc.	Contact: Jeff Noël	Phone: (559) 348-2200	Fax: (559) 348-2201
Address: 215 West Dakota Avenue	City: Clovis	State: California	Zip: 93612

PROJECT NAME: Little Village PROJECT ID #: 024-24072 DATE SAMPLES TAKEN: 10/22/24
 SAMPLES RECVD' (#): _____ DATE RECVD': _____ CONDITION: _____ SAMPLES ACCEPTED (Y , N) : _____ IF NO, WHY? _____

E.H.S. Sample #	Client ID#	Sample Location	Sample Description	E.H.S. Sample #	Client ID#	Sample Location	Sample Description
	61	714 Smith Street	Base cove mastic		91	714 Smith Street	Base cove mastic
	62		Plaster		92		Plaster
	63		Skim coat		93		Skim coat
	64		12-in by 12-in Floor tile		94		12-in by 12-in Floor tile
	65		Sheet flooring		95		Sheet flooring
	66		Base cove mastic		96		Base cove mastic
	67		Stair trim		97		Plaster
	68		Plaster		98		Skim coat
	69		Skim coat		99		12-in by 12-in Floor tile
	70		12-in by 12-in Floor tile		100		Sheet flooring
	71		Sheet flooring		101		Base cove mastic
	72		Base cove mastic		102		Stair tread
	73		Plaster		103		Plaster
	74		Skim coat		104		Skim coat
	75		12-in by 12-in Floor tile		105		12-in by 12-in Floor tile
	76		Base cove mastic		106		Sheet flooring
	77		Plaster		107		Base cove mastic
	78		Skim coat		108		Plaster
	79		12-in by 12-in Floor tile		109		Skim coat
	80		Sheet flooring		110		12-in by 12-in Floor tile
	81		Base cove mastic		111		Sheet flooring
	82		Plaster		112		Base cove mastic
	83		Skim coat		113		Plaster
	84		12-in by 12-in Floor tile		114		Skim coat
	85		Sheet flooring		115		12-in by 12-in Floor tile
	86		Base cove mastic		116		Sheet flooring
	87		Plaster		117		Base cove mastic
	88		Skim coat		118		Gypsum board / taping material
	89		12-in by 12-in Floor tile		119		Texture
	90		Sheet flooring		120		12-in by 12-in Floor tile

ENVIRONMENTAL HAZARD SERVICES, L.L.C. 7469 WHITE PINE ROAD RICHMOND, VA 23237 PHONE (804) 275-4788 FAX (804) 275-4907	RELINQUISHED BY: <u><i>Jeff Noël</i></u> RECEIVED AT E.H.S. BY: <u><i>Melvin</i></u>	DATE: <u>10/22/24</u> DATE: <u>10/21/24 1:54</u>
--	---	---



Asbestos Bulk Analysis Report

7469 Whitepine Rd
North Chesterfield, VA 23237
Telephone: 800.347.4010

Report Number: 24-10-05306

Client: Krazan & Associates Inc.
215 West Dakota Ave
Clovis, CA 93612

Received Date: 10/25/2024
Analyzed Date: 10/31/2024, 11/01/2024
Reported Date: 11/01/2024

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/23/2024)

Client Number:
05-5650

Fax Number:
559-348-2201

Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-001	133		Beige Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-002	134		Beige Granular; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-003A	135	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-003B	135	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-004	136		Tan Vinyl; Beige Fibrous; Inhomogeneous	NAD	5% Cellulose 10% Synthetic 85% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-005	137		Beige Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-006	138		Beige/White Granular; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-007A	139	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-007B	139	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-008	140		Gray Vinyl; Beige Foam; Inhomogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
24-10-05306-009	141		Tan Vinyl; Tan Fibrous; Inhomogeneous	NAD	5% Cellulose 15% Synthetic 80% Non-Fibrous
24-10-05306-010	142		Beige Granular; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-011	143		Beige Granular; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-012A	144	Tile	Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-012B	144	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-012C	144	Leveling Comp.	White Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-013	145		Gray Vinyl; Beige Foam; Inhomogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
24-10-05306-014A	146	Linoleum	Tan Vinyl; Tan Fibrous; Inhomogeneous	NAD	5% Cellulose 15% Synthetic 80% Non-Fibrous
24-10-05306-014B	146	Mastic	Yellow/Black Adhesive; Inhomogeneous	2% Chrysotile	5% Synthetic 93% Non-Fibrous
				Total Asbestos: 2%	
Unable to cleanly separate materials					
24-10-05306-015A	147	Other *	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous

*Top Mastic

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05306

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/23/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-015B	147	Tile	Tan Vinyl; Homogeneous	2% Chrysotile	98% Non-Fibrous
				Total Asbestos: 2%	
24-10-05306-015C	147	Other *	Black Adhesive; Homogeneous	5% Chrysotile	95% Non-Fibrous
				Total Asbestos: 5%	
*Bottom Mastic					
24-10-05306-016	148		White/Beige Granular; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-017	149		White/Beige Granular; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-018A	150	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-018B	150	Mastic	Yellow Adhesive; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous
24-10-05306-019A	151	Linoleum	Tan Vinyl; Tan Fibrous; Inhomogeneous	NAD	5% Cellulose 15% Synthetic 80% Non-Fibrous
24-10-05306-019B	151	Mastic	Yellow Adhesive; Homogeneous	NAD	3% Synthetic 97% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-020	152		White/Beige Granular; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-021	153		White/Beige Granular; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-022A	154	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-022B	154	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-023A	155	Linoleum	Beige Vinyl; Gray Fibrous; Inhomogeneous	NAD	5% Cellulose 15% Synthetic 80% Non-Fibrous
24-10-05306-023B	155	Mastic	Yellow Adhesive; Homogeneous	NAD	5% Synthetic 95% Non-Fibrous
24-10-05306-024A	156	Other *	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
*Top Mastic					
24-10-05306-024B	156	Tile	Tan Vinyl; Homogeneous	2% Chrysotile	98% Non-Fibrous
				Total Asbestos:	2%

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05306

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/23/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-024C	156	Other *	Black Adhesive; Homogeneous	5% Chrysotile	95% Non-Fibrous
				Total Asbestos: 5%	
*Bottom Mastic					
24-10-05306-025	157		Beige Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-026	158		Beige Granular; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-027A	159	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-027B	159	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-027C	159	Leveling Comp.	White Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-028A	160	Tile	Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-028B	160	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-029A	161	Linoleum	Beige Vinyl; Tan Fibrous; Inhomogeneous	NAD	5% Cellulose 15% Synthetic 80% Non-Fibrous
24-10-05306-029B	161	Mastic	Yellow/Black Adhesive; Inhomogeneous	3% Chrysotile	5% Synthetic 92% Non-Fibrous
Total Asbestos: 3%					
Unable to cleanly separate materials					
24-10-05306-030	162		Beige Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-031	163		White/Beige Granular; Tan Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-032A	164	Tile	Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-032B	164	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-033A	165	Linoleum	White Vinyl; Tan Fibrous; Inhomogeneous	NAD	5% Cellulose 15% Synthetic 80% Non-Fibrous
24-10-05306-033B	165	Mastic	Yellow Adhesive; Homogeneous	NAD	5% Synthetic 95% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-034	166		Beige Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-035	167		White Chalky; Beige Paint- Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-036A	168	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-036B	168	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-036C	168	Leveling Comp.	Beige Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-037A	169	Tile	Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-037B	169	Mastic	Yellow/Black Adhesive; Inhomogeneous	2% Chrysotile	98% Non-Fibrous
				Total Asbestos: 2%	
Unable to cleanly separate materials					
24-10-05306-038A	170	Linoleum	White Vinyl; Beige Fibrous; Inhomogeneous	NAD	5% Cellulose 15% Synthetic 80% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-038B	170	Mastic	Beige Adhesive; Homogeneous	NAD	5% Synthetic 95% Non-Fibrous
24-10-05306-039	171		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	10% Cellulose 90% Non-Fibrous
24-10-05306-040	172		White Chalky; Beige Paint- Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-041A	173	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-041B	173	Mastic	Yellow/Black Adhesive; Inhomogeneous	3% Chrysotile	2% Cellulose 95% Non-Fibrous
				Total Asbestos: 3%	
Unable to cleanly separate materials					
24-10-05306-042A	174	Linoleum	Beige Vinyl; Beige Fibrous; Inhomogeneous	NAD	3% Synthetic 97% Non-Fibrous
24-10-05306-042B	174	Mastic	Yellow Adhesive; Homogeneous	NAD	5% Synthetic 95% Non-Fibrous
24-10-05306-043	175		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	20% Cellulose 2% Fibrous Glass 78% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-044	176		White Chalky; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-045A	177	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-045B	177	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-046A	178	Linoleum	Tan Vinyl; Gray Fibrous; Inhomogeneous	NAD	5% Cellulose 15% Synthetic 80% Non-Fibrous
24-10-05306-046B	178	Mastic	Yellow Adhesive; Homogeneous	NAD	3% Synthetic 97% Non-Fibrous
24-10-05306-047	179		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-048	180		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	10% Cellulose 90% Non-Fibrous
24-10-05306-049	181		White Chalky; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-050A	182	Linoleum	Brown Vinyl; White Fibrous; Inhomogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
24-10-05306-050B	182	Mastic	Yellow Adhesive; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous
24-10-05306-051	183		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-052	184		White Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-053	185		White Granular; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-054A	186	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-054B	186	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-055A	187	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05306

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/23/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-055B	187	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-055C	187	Leveling Comp.	White Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-056	188		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-057	189		White Powdery; Brown Fibrous; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-058	190		White Granular; Beige Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-059A	191	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-059B	191	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-060A	192	Linoleum	Gray Vinyl; Beige Foam; Inhomogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-060B	192	Mastic	Yellow Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05306-061	193		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-062	194		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	15% Cellulose 1% Fibrous Glass 84% Non-Fibrous
24-10-05306-063	195		White Chalky; White Paint- Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-064A	196	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-064B	196	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-065A	197	Linoleum	Tan Vinyl; White Foam; Inhomogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
24-10-05306-065B	197	Mastic	Blue Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-065C	197	Leveling Comp.	Gray Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-066	198		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-067	199		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	15% Cellulose 2% Fibrous Glass 83% Non-Fibrous
24-10-05306-068	200		White Chalky; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-069A	201	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-069B	201	Mastic	Yellow Adhesive; Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
Unable to cleanly separate materials					
24-10-05306-070	202		Gray Vinyl; Homogeneous	NAD	100% Non-Fibrous
Quantity of mastic insufficient for analysis					
24-10-05306-071A	203	Other *	Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous

*Stair Tread

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-071B	203	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-072A	204	Linoleum	Gray Vinyl; Gray Fibrous; Inhomogeneous	NAD	5% Cellulose 3% Fibrous Glass 92% Non-Fibrous
24-10-05306-072B	204	Mastic	Beige Adhesive; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous
24-10-05306-073	205		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-074	206		White Powdery; Brown Fibrous; Inhomogeneous	NAD	3% Cellulose 97% Non-Fibrous
24-10-05306-075	207		White Granular; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-076A	208	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-076B	208	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-077	209		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-078	210		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	15% Cellulose 2% Fibrous Glass 83% Non-Fibrous
24-10-05306-079	211		White Chalky; White Paint- Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-080A	212	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-080B	212	Mastic	Yellow Adhesive; White Granular; Inhomogeneous	NAD	100% Non-Fibrous
Unable to cleanly separate materials					
24-10-05306-081A	213	Linoleum	Beige Vinyl; Gray Fibrous; Inhomogeneous	NAD	5% Cellulose 10% Fibrous Glass 85% Non-Fibrous
24-10-05306-081B	213	Mastic	Yellow Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05306-082	214		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-083A	215	Other *	Gray Vinyl; Homogeneous	NAD	100% Non-Fibrous
*Stair Tread					
24-10-05306-083B	215	Mastic	Yellow/Black Adhesive; Inhomogeneous	2% Chrysotile	98% Non-Fibrous
				Total Asbestos: 2%	
Unable to cleanly separate materials					
24-10-05306-084A	216	Other *	Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
*Stair Trim					
24-10-05306-084B	216	Mastic	Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-085	217		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	15% Cellulose 85% Non-Fibrous
24-10-05306-086	218		White Chalky; White Paint- Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-087A	219	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-087B	219	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-088A	220	Linoleum	Tan Vinyl; Gray Fibrous; Inhomogeneous	NAD	5% Cellulose 15% Fibrous Glass 80% Non-Fibrous
24-10-05306-088B	220	Mastic	Yellow Adhesive; Homogeneous	NAD	5% Synthetic 95% Non-Fibrous
24-10-05306-089	221		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-090	222		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	15% Cellulose 2% Fibrous Glass 83% Non-Fibrous
24-10-05306-091	223		White Chalky; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-092A	224	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-092B	224	Mastic	Yellow Adhesive; Gray Granular; Inhomogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05306-093A	225	Linoleum	Tan Vinyl; Gray Fibrous; Inhomogeneous	NAD	5% Fibrous Glass 15% Synthetic 80% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-093B	225	Mastic	Yellow Adhesive; Homogeneous	NAD	5% Synthetic 95% Non-Fibrous
24-10-05306-094A	226	Other *	Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
*Stair Tread					
24-10-05306-094B	226	Mastic	Orange Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-095	227		Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-096	228		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-097	229		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	15% Cellulose 2% Fibrous Glass 83% Non-Fibrous
24-10-05306-098	230		White Granular; Beige Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-099A	231	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-099B	231	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-100A	232	Linoleum	Tan Vinyl; Gray Fibrous; Inhomogeneous	NAD	5% Fibrous Glass 10% Synthetic 85% Non-Fibrous
24-10-05306-100B	232	Mastic	Yellow Adhesive; Homogeneous	NAD	5% Synthetic 95% Non-Fibrous
24-10-05306-101	233		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-102	234		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	15% Cellulose 2% Fibrous Glass 83% Non-Fibrous
24-10-05306-103	235		White Chalky; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-104A	236	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-104B	236	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-105A	237	Linoleum	Brown Vinyl; White Foam; Inhomogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
24-10-05306-105B	237	Mastic	Clear Adhesive; Orange Pliable; Inhomogeneous	NAD	100% Non-Fibrous
Unable to cleanly separate materials					
24-10-05306-106	238		Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
No mastic present					
24-10-05306-107A	239	Other *	Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
*Stair Trim					
24-10-05306-107B	239	Mastic	Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-108	240		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-109	241		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	15% Cellulose 2% Fibrous Glass 83% Non-Fibrous
24-10-05306-110	242		White Chalky; Beige Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-111A	243	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-111B	243	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-112A	244	Linoleum	Tan Vinyl; Gray Fibrous; Inhomogeneous	NAD	5% Fibrous Glass 15% Synthetic 80% Non-Fibrous
24-10-05306-112B	244	Mastic	Yellow Adhesive; Homogeneous	NAD	3% Synthetic 97% Non-Fibrous
24-10-05306-113	245		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-114	246		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	15% Cellulose 1% Fibrous Glass 84% Non-Fibrous
24-10-05306-115	247		White Chalky; Beige Paint- Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-116A	248	Tile	White Vinyl; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-116B	248	Mastic	Yellow Adhesive; Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
Unable to cleanly separate materials					
24-10-05306-117	249		Tan Vinyl; Gray Fibrous; Inhomogeneous	NAD	5% Fibrous Glass 15% Synthetic 80% Non-Fibrous
24-10-05306-118	250		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-119	251		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	15% Cellulose 1% Fibrous Glass 84% Non-Fibrous
24-10-05306-120	252		White Chalky; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-121A	253	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-121B	253	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-122A	254	Linoleum	Beige Vinyl; White Foam; Inhomogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-122B	254	Mastic	Yellow Adhesive; Homogeneous	NAD	1% Cellulose 99% Non-Fibrous
24-10-05306-123	255		Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
No mastic present					
24-10-05306-124	256		Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
No mastic present					
24-10-05306-125	257		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-126	258		White Powdery; Brown Fibrous; White Chalky; Inhomogeneous	NAD	15% Cellulose 2% Fibrous Glass 83% Non-Fibrous
24-10-05306-127	259		White Chalky; Beige Paint- Like; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-128A	260	Tile	Beige Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-128B	260	Mastic	Yellow Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05306-129A	261	Linoleum	Tan Vinyl; Gray Fibrous; Inhomogeneous	NAD	25% Cellulose 5% Fibrous Glass 70% Non-Fibrous
24-10-05306-129B	261	Mastic	Yellow Adhesive; Homogeneous	NAD	5% Cellulose 95% Non-Fibrous
24-10-05306-130A	262	Other *	Gray Vinyl; Homogeneous	NAD	100% Non-Fibrous
*Stair Tread					
24-10-05306-130B	262	Mastic	Yellow/Brown Adhesive; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05306-131A	263	Other *	Tan Vinyl; Homogeneous	NAD	100% Non-Fibrous
*Stair Trim					
24-10-05306-131B	263	Mastic	Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous
24-10-05306-132	264		Beige Adhesive; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/23/2024)

Report Number: 24-10-05306

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
-------------------	----------------------	------------	-----------------------	----------	-----------------

QC Sample: 95-M22022-3, 96-M22012-4
QC Blank: SRM 1866 Fiberglass
Reporting Limit: 1% Asbestos
Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020
Analyst: Kathy Fletcher



Reviewed By Authorized Signatory:

Tasha Eaddy
QA/QC Clerk

These results are based on a comparative visual estimate. The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection. . NVLAP #101882-0 VELAP 460172

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

LEGEND: NAD = no asbestos detected

E.H.S. LABORATORY #: _____

Page 1 of 3

**EPA 600 PLM ASBESTOS SAMPLE
CHAIN OF CUSTODY**

5 day
TURNAROUND TIME:

24-10-05306



Client Name: **Krazan & Associates, Inc.** Contact: **Jeff Noël** Phone: **(559) 348-2200**
Address: **215 West Dakota Avenue** City: **Clovis** State: **California**

PROJECT NAME: Little Village PROJECT ID #: 024-24072 DATE SAMPLES TAKEN: 10/23/24

SAMPLES REC'VD (#): _____ DATE RECVD: _____ CONDITION: _____ SAMPLES ACCEPTED (Y , N): _____ IF NO, W

Due Date:
11/01/2024
(Friday)
EL

KF
1307pm

E.H.S. Sample #	Client ID#	Sample Location	Sample Description	E.H.S. Sample #	Client ID#	Sample Location	Sample Description
	133	714 Smith Street	Plaster		163	714 Smith Street	Skim coat
	134		Skim coat		164		12-in by 12-in Floor tile
	135		12-in by 12-in Floor tile		165		Sheet flooring
	136		Sheet flooring		166		Plaster
	137		Plaster		167		Skim coat
	138		Skim coat		168		12-in by 12-in Floor tile
	139		12-in by 12-in Floor tile		169		12-in by 12-in Floor tile
	140		Sheet flooring		170		Sheet flooring
	141		Sheet flooring		171		Gypsum board / taping material
	142		Plaster		172		Texture
	143		Skim coat		173		12-in by 12-in Floor tile
	144		12-in by 12-in Floor tile		174		Sheet flooring
	145		Sheet flooring		175		Gypsum board / taping material
	146		Sheet flooring		176		Texture
	147		Floor tile		177		12-in by 12-in Floor tile
	148		Plaster		178		Sheet flooring
	149		Skim coat		179		Base cove mastic
	150		12-in by 12-in Floor tile		180		Gypsum board / taping material
	151		Sheet flooring		181		Texture
	152		Plaster		182		Sheet flooring
	153		Skim coat		183		Base cove mastic
	154		12-in by 12-in Floor tile		184		Plaster
	155		Sheet flooring		185		Skim coat
	156		Floor tile		186		12-in by 12-in Floor tile
	157		Plaster		187		12-in by 12-in Floor tile
	158		Skim coat		188		Base cove mastic
	159		12-in by 12-in Floor tile		189		Plaster
	160		12-in by 12-in Floor tile		190		Skim coat
	161		Sheet flooring		191		12-in by 12-in Floor tile
	162		Plaster		192		Sheet flooring

ENVIRONMENTAL HAZARD SERVICES, L.L.C.
 7469 WHITE PINE ROAD
 RICHMOND, VA 23237
 PHONE (804) 275-4788 FAX (804) 275-4907

RELINQUISHED BY: *[Signature]* DATE: 10/23/24
 RECEIVED AT E.H.S. BY: *[Signature]* DATE: 10/23/24

E.H.S. LABORATORY #: _____

PO #: 14- 5306

Page 2 of 3

**EPA 600 PLM ASBESTOS SAMPLE
CHAIN OF CUSTODY**

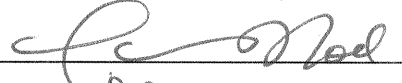
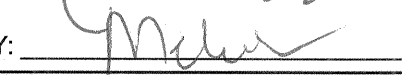
TURNAROUND TIME: Same Day / 1-DAY / 2-DAY / 3-DAY / 5-Day

Client Name: Krazan & Associates, Inc.	Contact: Jeff Noël	Phone: (559) 348-2200	Fax: (559) 348-2201
Address: 215 West Dakota Avenue	City: Clovis	State: California	Zip: 93612

PROJECT NAME: Little Village PROJECT ID #: 024-24072 DATE SAMPLES TAKEN: 10/23/24

SAMPLES RECVD (#): _____ DATE RECVD: _____ CONDITION: _____ SAMPLES ACCEPTED (Y , N): _____ IF NO, WHY? _____

E.H.S. Sample #	Client ID#	Sample Location	Sample Description	E.H.S. Sample #	Client ID#	Sample Location	Sample Description
	193	714 Smith Street	Base cove mastic		223	714 Smith Street	Texture
	194		Gypsum board / taping material		224		12-in by 12-in Floor tile
	195		Texture		225		Sheet flooring
	196		12-in by 12-in Floor tile		226		Stair tread
	197		Sheet flooring		227		Stair trim
	198		Base cove mastic		228		Base cove mastic
	199		Gypsum board / taping material		229		Gypsum board / taping material
	200		Texture		230		Texture
	201		12-in by 12-in Floor tile		231		12-in by 12-in Floor tile
	202		Sheet flooring		232		Sheet flooring
	203		Stair tread		233		Base cove mastic
	204		Stair trim		234		Gypsum board / taping material
	205		Base cove mastic		235		Texture
	206		Plaster		236		12-in by 12-in Floor tile
	207		Skim coat		237		Sheet flooring
	208		12-in by 12-in Floor tile		238		Stair tread
	209		Base cove mastic		239		Stair trim
	210		Gypsum board / taping material		240		Base cove mastic
	211		Texture		241		Gypsum board / taping material
	212		12-in by 12-in Floor tile		242		Texture
	213		Sheet flooring		243		12-in by 12-in Floor tile
	214		Base cove mastic		244		Sheet flooring
	215		Stair tread		245		Base cove mastic
	216		Stair trim		246		Gypsum board / taping material
	217		Gypsum board / taping material		247		Texture
	218		Texture		248		12-in by 12-in Floor tile
	219		12-in by 12-in Floor tile		249		Sheet flooring
	220		Sheet flooring		250		Base cove mastic
	221		Base cove mastic		251		Gypsum board / taping material
	222		Gypsum board / taping material		252		Texture

ENVIRONMENTAL HAZARD SERVICES, L.L.C. 7469 WHITE PINE ROAD RICHMOND, VA 23237 PHONE (804) 275-4788 FAX (804) 275-4907	RELINQUISHED BY: <u></u> RECEIVED AT E.H.S. BY: <u></u>	DATE: <u>10/23/24</u> DATE: <u>10/21/24</u>
--	--	--



Asbestos Bulk Analysis Report

7469 Whitepine Rd
 North Chesterfield, VA 23237
 Telephone: 800.347.4010

Report Number: 24-10-05308

Client: Krazan & Associates Inc.
 215 West Dakota Ave
 Clovis, CA 93612

Received Date: 10/25/2024
 Analyzed Date: 10/31/2024, 11/01/2024
 Reported Date: 11/01/2024

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/24/2024)

Client Number:
 05-5650

Fax Number:
 559-348-2201

Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-001	265		White Powdery; Chalky; Brown Fibrous; Inhomogenous	NAD	10% Cellulose 90% Non-Fibrous
24-10-05308-002	266		White Chalky; Paint; Inhomogenous	NAD	100% Non-Fibrous
24-10-05308-003A	267	Tile	White/Gray Vinyl-Like; Homogenous	NAD	100% Non-Fibrous
24-10-05308-003B	267	Mastic	Tan Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05308-004A	268	Tile	Gray/Green Vinyl-Like; Homogenous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05308

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/24/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-004B	268	Mastic	Tan/Black Adhesive; White Chalky; Inhomogenous	3% Chrysotile	97% Non-Fibrous
				Total Asbestos: 3%	
Unable to separate.					
24-10-05308-005	269		Cream Pliable Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05308-006A	270	Tile	Tan Vinyl-Like; Homogenous	2% Chrysotile	98% Non-Fibrous
				Total Asbestos: 2%	
24-10-05308-006B	270	Mastic	Black Adhesive; Homogenous	5% Chrysotile	95% Non-Fibrous
				Total Asbestos: 5%	
24-10-05308-007	271		White Powdery; Chalky; Brown Fibrous; Inhomogenous	NAD	12% Cellulose 88% Non-Fibrous
24-10-05308-008	272		White Chalky; Paint; Inhomogenous	NAD	100% Non-Fibrous
24-10-05308-009A	273	Tile	Beige Vinyl-Like; Homogenous	NAD	100% Non-Fibrous
24-10-05308-009B	273	Mastic		Did Not Analyze (Quantity Not Sufficient)	

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-010	274		Beige Vinyl-Like; Spongy Fibrous; Inhomogenous	NAD	15% Fibrous Glass 85% Non-Fibrous
24-10-05308-011A	275	Other *	Beige Rubbery Vinyl-Like; Homogenous	NAD	100% Non-Fibrous
*Stair Tread					
24-10-05308-011B	275	Mastic		Did Not Analyze (Quantity Not Sufficient)	
24-10-05308-012A	276	Other *	Beige Rubbery Vinyl-Like; Homogenous	NAD	100% Non-Fibrous
*Stair Trim					
24-10-05308-012B	276	Mastic	Cream Pliable Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05308-013A	277	Mastic	Cream Pliable Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05308-013B	277	Joint Comp.	White Chalky; Paint; Inhomogenous	NAD	100% Non-Fibrous
24-10-05308-014A	278	Other *	Yellow Adhesive; Homogenous	NAD	100% Non-Fibrous
*Mastic I					

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05308

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/24/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-014B	278	Tile	Tan Vinyl-Like; Homogenous	2% Chrysotile	98% Non-Fibrous
				Total Asbestos: 2%	
24-10-05308-014C	278	Other *	Black Adhesive; Homogenous	5% Chrysotile	95% Non-Fibrous
				Total Asbestos: 5%	
*Mastic II					
24-10-05308-015	279		White Powdery; Chalky; Brown Fibrous; Inhomogenous	NAD	17% Cellulose 83% Non-Fibrous
24-10-05308-016	280		White Chalky; Paint; Inhomogenous	NAD	100% Non-Fibrous
24-10-05308-017A	281	Tile	White Vinyl-Like; Homogenous	NAD	100% Non-Fibrous
24-10-05308-017B	281	Mastic		Did Not Analyze (Quantity Not Sufficient)	
24-10-05308-018A	282	Tile	Beige Vinyl-Like; Homogenous	NAD	100% Non-Fibrous
24-10-05308-018B	282	Mastic	Yellow Adhesive; Homogenous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-019A	283	Mastic	Cream Pliable Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05308-019B	283	Joint Comp.	White Chalky; Paint; Inhomogenous	NAD	100% Non-Fibrous
24-10-05308-020	284		White Powdery; Chalky; Brown Fibrous; Inhomogenous	NAD	18% Cellulose 82% Non-Fibrous
24-10-05308-021	285		White Chalky; Homogenous	NAD	100% Non-Fibrous
24-10-05308-022A	286	Tile	White/Beige Vinyl-Like; Homogenous	NAD	100% Non-Fibrous
24-10-05308-022B	286	Mastic	Yellow Adhesive; Gray Granular; Inhomogenous	NAD	100% Non-Fibrous
Unable to separate.					
24-10-05308-023A	287	Flooring	Gray/Multi-Colored Vinyl- Like; Gray Fibrous; Inhomogenous	NAD	10% Fibrous Glass 90% Non-Fibrous
24-10-05308-023B	287	Mastic	Yellow Adhesive; Gray Granular; Inhomogenous	NAD	100% Non-Fibrous
Unable to separate.					

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-024A	288	Other *	Beige Pliable Vinyl-Like; Homogenous	NAD	100% Non-Fibrous
*Stair Tread					
24-10-05308-024B	288	Other *	Yellow Hard Adhesive; Homogenous	NAD	100% Non-Fibrous
*Mastic I					
24-10-05308-024C	288	Other *	Brown Brittle; Black Adhesive; Inhomogenous	3% Chrysotile	2% Talc 95% Non-Fibrous
				Total Asbestos: 3%	
*Mastic II Unable to separate.					
24-10-05308-025A	289	Other *	Beige Rubbery Vinyl-Like; Homogenous	NAD	100% Non-Fibrous
*Stair Trim					
24-10-05308-025B	289	Mastic	White Pliable Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05308-025C	289	Joint Comp.	White Chalky; Paint; Inhomogenous	NAD	100% Non-Fibrous
Unable to separate.					
24-10-05308-026A	290	Mastic	Off-White Pliable Adhesive; Homogenous	NAD	100% Non-Fibrous
24-10-05308-026B	290	Joint Comp.	White Chalky; Paint; Inhomogenous	NAD	100% Non-Fibrous
Unable to separate.					

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-027	291		White Powdery; Chalky; Brown Fibrous; Inhomogenous	NAD	15% Cellulose 85% Non-Fibrous
24-10-05308-028	292		White Chalky; Paint; Inhomogenous	NAD	100% Non-Fibrous
24-10-05308-029A	293	Tile	Off-White/Beige Vinyl-Like; Homogenous	NAD	100% Non-Fibrous
24-10-05308-029B	293	Mastic	Yellow Adhesive; Gray Granular; Inhomogenous	NAD	100% Non-Fibrous
Unable to separate.					
24-10-05308-030A	294	Flooring	Beige Vinyl-Like; Fibrous; Inhomogenous	NAD	10% Fibrous Glass 90% Non-Fibrous
24-10-05308-030B	294	Mastic		Did Not Analyze (Quantity Not Sufficient)	
24-10-05308-031	295		Brown Vinyl-Like; Homogeneous	NAD	100% Non-Fibrous
24-10-05308-032A	296	Cove Base	Tan Pliable; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-032B	296	Mastic	Clear/Brown Brittle Adhesive; Inhomogeneous	NAD	5% Cellulose 95% Non-Fibrous
24-10-05308-033	297		Clear Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05308-034	298		White Powdery; Brown Fibrous; Gray Chalky; Inhomogeneous	NAD	15% Cellulose 2% Fibrous Glass 83% Non-Fibrous
24-10-05308-035	299		White Powdery; Homogeneous	NAD	100% Non-Fibrous
24-10-05308-036A	300	Tile	Off-White Vinyl; Homogeneous	NAD	100% Non-Fibrous
24-10-05308-036B	300	Other *	Yellow Adhesive; Gray Granular; Inhomogeneous	NAD	5% Cellulose 95% Non-Fibrous
*Mastic/Leveling Compound Unable to cleanly separate materials					
24-10-05308-037A	301	Flooring	Tan Vinyl; White Foam-Like; Inhomogeneous	NAD	10% Fibrous Glass 90% Non-Fibrous
24-10-05308-037B	301	Mastic	Yellow-Clear Adhesive; Homogeneous	NAD	5% Cellulose 95% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-038A	302	Other *	Brown Vinyl-Like Homogeneous	NAD	100% Non-Fibrous
*Stair Tread					
24-10-05308-038B	302	Mastic	Yellow Adhesive; Homogeneous	NAD	5% Cellulose 95% Non-Fibrous
24-10-05308-039A	303	Cove Base	Tan Pliable; Homogeneous	NAD	100% Non-Fibrous
24-10-05308-039B	303	Mastic	Clear-White Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05308-040	304		Clear Adhesive; Homogeneous	NAD	2% Cellulose 98% Non-Fibrous
24-10-05308-041	305		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-042	306		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-043	307		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
Project/Test Address: 024-24072; Little Village; 714 Smith
Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-044	308		White Granular; Homogeneous	NAD	100% Non-Fibrous
24-10-05308-045	309		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-046	310		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-047	311		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-048	312		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-049	313		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-050	314		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-051	315		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-052	316		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-053	317		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-054	318		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-055	319		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-056	320		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-057	321		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-058	322		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-059	323		White Granular; Homogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-060	324		Tan Paint-Like; White/Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-061	325		White Paint-Like; Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-062	326		White Paint-Like; Gray Cementitious; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-063	327		Beige Paint-Like; Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-064	328		Beige/White Paint-Like; Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-065	329		White/Beige Paint-Like; Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-10-05308-066	330		White/Beige Paint-Like; Gray Granular; Inhomogeneous	NAD	100% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05308

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/24/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-067	331		Beige/White Paint-Like; Gray Granular; Inhomogenous	NAD	100% Non-Fibrous
24-10-05308-068	332		Beige/White Paint-Like; Gray Granular; Inhomogenous	NAD	100% Non-Fibrous
24-10-05308-069	333		Beige/White Paint-Like; Gray Granular; Inhomogenous	NAD	100% Non-Fibrous
24-10-05308-070	334		Beige/White Paint-Like; Gray Granular; Inhomogenous	NAD	100% Non-Fibrous
24-10-05308-071	335		Gray Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-072	336		Black Tar-Like; Black Fibrous; Inhomogenous	NAD	95% Cellulose 5% Non-Fibrous
24-10-05308-073	337		Gray Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-074	338		Black Tar-Like; Black Fibrous; Inhomogenous	NAD	95% Cellulose 5% Non-Fibrous
24-10-05308-075	339		Gray Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-076	340		Black Tar-Like; Black Fibrous; Inhomogenous	NAD	95% Cellulose 5% Non-Fibrous
24-10-05308-077	341		Gray Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-078	342		Black Tar-Like; Black Fibrous; Inhomogenous	NAD	95% Cellulose 5% Non-Fibrous
24-10-05308-079	343		Gray Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-080	344		Black Tar-Like; Black Fibrous; Inhomogenous	NAD	95% Cellulose 5% Non-Fibrous
24-10-05308-081	345		Gray Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05308

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/24/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-082	346		Black Tar-Like; Black Fibrous; Inhomogenous	NAD	95% Cellulose 5% Non-Fibrous
24-10-05308-083	347		Gray Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-084	348		Black Tar-Like; Black Fibrous; Inhomogenous	NAD	95% Cellulose 5% Non-Fibrous
24-10-05308-085	349		Black Tar-Like; Black Fibrous; Inhomogenous	NAD	95% Cellulose 5% Non-Fibrous
24-10-05308-086A	350	Shingle	Brown Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-086B	350	Felt	Black Tar-Like; Black Fibrous; Inhomogenous	NAD	95% Cellulose 5% Non-Fibrous
24-10-05308-087	351		Brown Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-088	352		Black Tar-Like; Black Fibrous; Inhomogenous	NAD	95% Cellulose 5% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-089	353		Brown Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-090	354		Black Tar-Like; Black Fibrous; Inhomogenous	NAD	95% Cellulose 5% Non-Fibrous
24-10-05308-091	355		Brown Aggregate; Black Tar-Like; Inhomogenous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-092	356		Black Tar-Like; Black Fibrous; Inhomogenous	NAD	95% Cellulose 5% Non-Fibrous
24-10-05308-093	357		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-094	358		Black Fibrous; Homogeneous	NAD	80% Cellulose 20% Non-Fibrous
24-10-05308-095	359		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	1% Cellulose 20% Fibrous Glass 79% Non-Fibrous
24-10-05308-096	360		Black Fibrous; Homogeneous	NAD	80% Cellulose 1% Fibrous Glass 19% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-097	361		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	18% Fibrous Glass 82% Non-Fibrous
24-10-05308-098	362		Black Fibrous; Homogeneous	NAD	80% Cellulose 20% Non-Fibrous
24-10-05308-099	363		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	20% Fibrous Glass 1% Synthetic 79% Non-Fibrous
24-10-05308-100	364		Black Fibrous; Homogeneous	NAD	78% Cellulose 22% Non-Fibrous
24-10-05308-101	365		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-102	366		Black Fibrous; Homogeneous	NAD	80% Cellulose 20% Non-Fibrous
24-10-05308-103	367		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	18% Fibrous Glass 82% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05308

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/24/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-104	368		Black Fibrous; Homogeneous	NAD	80% Cellulose 1% Fibrous Glass 19% Non-Fibrous
24-10-05308-105	369		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	1% Cellulose 20% Fibrous Glass 79% Non-Fibrous
24-10-05308-106	370		Black Fibrous; Homogeneous	NAD	78% Cellulose 22% Non-Fibrous
24-10-05308-107	371		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	1% Cellulose 18% Fibrous Glass 81% Non-Fibrous
24-10-05308-108	372		Black Fibrous; Homogeneous	NAD	80% Cellulose 20% Non-Fibrous
24-10-05308-109	373		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-110	374		Black Fibrous; Homogeneous	NAD	78% Cellulose 22% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-111	375		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-112	376		Black Fibrous; Homogeneous	NAD	82% Cellulose 18% Non-Fibrous
24-10-05308-113	377		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	18% Fibrous Glass 82% Non-Fibrous
24-10-05308-114	378		Black Fibrous; Homogeneous	NAD	78% Cellulose 1% Fibrous Glass 21% Non-Fibrous
24-10-05308-115	379		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	1% Cellulose 20% Fibrous Glass 79% Non-Fibrous
24-10-05308-116	380		Black Fibrous; Homogeneous	NAD	80% Cellulose 20% Non-Fibrous
24-10-05308-117	381		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	18% Fibrous Glass 82% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650

Report Number: 24-10-05308

Project/Test Address: 024-24072; Little Village; 714 Smith Street (10/24/2024)

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-118	382		Black Fibrous; Homogeneous	NAD	80% Cellulose 2% Fibrous Glass 18% Non-Fibrous
24-10-05308-119	383		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-120	384		Black Fibrous; Homogeneous	NAD	80% Cellulose 20% Non-Fibrous
24-10-05308-121	385		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	1% Cellulose 19% Fibrous Glass 80% Non-Fibrous
24-10-05308-122	386		Black Fibrous; Homogeneous	NAD	78% Cellulose 22% Non-Fibrous
24-10-05308-123	387		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	19% Fibrous Glass 81% Non-Fibrous
24-10-05308-124	388		Black Fibrous; Homogeneous	NAD	78% Cellulose 22% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
 Project/Test Address: 024-24072; Little Village; 714 Smith
 Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-10-05308-125	389		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-126	390		Black Fibrous; Homogeneous	NAD	80% Cellulose 1% Fibrous Glass 19% Non-Fibrous
24-10-05308-127	391		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	18% Fibrous Glass 82% Non-Fibrous
24-10-05308-128	392		Black Fibrous; Homogeneous	NAD	80% Cellulose 1% Fibrous Glass 19% Non-Fibrous
24-10-05308-129	393		Black Tar-like; Brown Aggregate; Inhomogeneous	NAD	20% Fibrous Glass 80% Non-Fibrous
24-10-05308-130	394		Black Fibrous; Homogeneous	NAD	79% Cellulose 1% Fibrous Glass 20% Non-Fibrous

Environmental Hazards Services, L.L.C

Client Number: 05-5650
Project/Test Address: 024-24072; Little Village; 714 Smith
Street (10/24/2024)

Report Number: 24-10-05308

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
-------------------	----------------------	------------	-----------------------	----------	-----------------

QC Sample: 94-M12018-4, 97-M22013-2, 98-M22012-1, 95-M22022-3, 96-

QC Blank: M22012-4, 93-M22019-2
SRM 1866 Fiberglass

Reporting Limit: 1% Asbestos

Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020

Analyst: Kay Harris, Meredith Outlaw,
Angel McDaniel, Joey Rust

Reviewed By Authorized Signatory:



Tasha Eaddy
QA/QC Clerk

These results are based on a comparative visual estimate. The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection. . NVLAP #101882-0 VELAP 460172

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

LEGEND: NAD = no asbestos detected

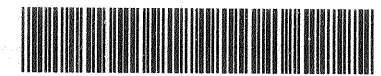
E.H.S. LABORATORY #: _____

Page 1 of 3

**EPA 600 PLM ASBESTOS SAMPLE
CHAIN OF CUSTODY**

5 day
TURNAROUND TIME

24-10-05308



Client Name: **Krazan & Associates, Inc.** Contact: **Jeff Noel** Phone: **(559) 348-2200**
Address: **215 West Dakota Avenue** City: **Clovis** State: **California**

10/24/24

Due Date:
11/01/2024

PROJECT NAME: Little Village PROJECT ID #: 024-24072 DATE SAMPLES TAKEN: _____

SAMPLES REC'D (#): _____ DATE REC'D: _____ CONDITION: _____ SAMPLES ACCEPTED (Y , N): _____ IF NO, _____

JR (Friday) *1:30 pm*
EL

E.H.S. Sample #	Client ID#	Sample Location	Sample Description	E.H.S. Sample #	Client ID#	Sample Location	Sample Description
	265	714 Smith Street	Gypsum board / taping material		295	714 Smith Street	Stair tread
	266		Texture		296		Stair trim
	267		12-in by 12-in Floor tile		297		Base cove mastic
	268		12-in by 12-in Floor tile		298		Gypsum board / taping material
	269		Base cove mastic		299		Texture
	270		Floor tile		300		12-in by 12-in Floor tile
	271		Gypsum board / taping material		301		Sheet flooring
	272		Texture		302		Stair tread
	273		12-in by 12-in Floor tile		303		Stair trim
	274		Sheet flooring		304		Base cove mastic
	275		Stair tread		305		Stucco
	276		Stair trim		306		Stucco
	277		Base cove mastic		307		Stucco
	278		Floor tile		308		Stucco
	279		Gypsum board / taping material		309		Stucco
	280		Texture		310		Stucco
	281		12-in by 12-in Floor tile		311		Stucco
	282		12-in by 12-in Floor tile		312		Stucco
	283		Base cove mastic		313		Stucco
	284		Gypsum board / taping material		314		Stucco
	285		Texture		315		Stucco
	286		12-in by 12-in Floor tile		316		Stucco
	287		Sheet flooring		317		Stucco
	288		Stair tread		318		Stucco
	289		Stair trim		319		Stucco
	290		Base cove mastic		320		Stucco
	291		Gypsum board / taping material		321		Stucco
	292		Texture		322		Stucco
	293		12-in by 12-in Floor tile		323		Stucco
	294		Sheet flooring		324		Stucco

ENVIRONMENTAL HAZARD SERVICES, L.L.C.
7469 WHITE PINE ROAD
RICHMOND, VA 23237
PHONE (804) 275-4788 FAX (804) 275-4907

RELINQUISHED BY: *Jeff Noel* DATE: *10/24/24*
RECEIVED AT E.H.S. BY: *Melanie* DATE: *11/01/24 2:10*

E.H.S. LABORATORY #: _____

PO #: 14- 5308

Page 2 of 3

**EPA 600 PLM ASBESTOS SAMPLE
CHAIN OF CUSTODY**

TURNAROUND TIME: Same Day / 1-DAY / 2-DAY / 3-DAY / 5-Day

Client Name: Krazan & Associates, Inc.	Contact: Jeff Noël	Phone: (559) 348-2200	Fax: (559) 348-2201
Address: 215 West Dakota Avenue	City: Clovis	State: California	Zip: 93612

PROJECT NAME: Little Village PROJECT ID #: 024-24072 DATE SAMPLES TAKEN: 10/24/24

SAMPLES REC'VD (#): _____ DATE REC'VD: _____ CONDITION: _____ SAMPLES ACCEPTED (Y , N): _____ IF NO, WHY? _____

E.H.S. Sample #	Client ID#	Sample Location	Sample Description	E.H.S. Sample #	Client ID#	Sample Location	Sample Description
	325	714 Smith Street	Stucco		355	714 Smith Street	Composite shingle
	326		Stucco		356		Roofing felt
	327		Stucco		357		Composite shingle
	328		Stucco		358		Roofing felt
	329		Stucco		359		Composite shingle
	330		Stucco		360		Roofing felt
	331		Stucco		361		Composite shingle
	332		Stucco		362		Roofing felt
	333		Stucco		363		Composite shingle
	334		Stucco		364		Roofing felt
	335		Composite shingle		365		Composite shingle
	336		Roofing felt		366		Roofing felt
	337		Composite shingle		367		Composite shingle
	338		Roofing felt		368		Roofing felt
	339		Composite shingle		369		Composite shingle
	340		Roofing felt		370		Roofing felt
	341		Composite shingle		371		Composite shingle
	342		Roofing felt		372		Roofing felt
	343		Composite shingle		373		Composite shingle
	344		Roofing felt		374		Roofing felt
	345		Composite shingle		375		Composite shingle
	346		Roofing felt		376		Roofing felt
	347		Composite shingle		377		Composite shingle
	348		Roofing felt		378		Roofing felt
	349		Composite shingle		379		Composite shingle
	350		Roofing felt		380		Roofing felt
	351		Composite shingle		381		Composite shingle
	352		Roofing felt		382		Roofing felt
	353		Composite shingle		383		Composite shingle
	354		Roofing felt		384		Roofing felt

ENVIRONMENTAL HAZARD SERVICES, L.L.C. 7469 WHITE PINE ROAD RICHMOND, VA 23237 PHONE (804) 275-4788 FAX (804) 275-4907	RELINQUISHED BY: <u><i>Jeff Noël</i></u> RECEIVED AT E.H.S. BY: <u><i>Mehmet</i></u>	DATE: <u>10/24/24</u> DATE: <u>10/24/2024</u>
--	---	--

Appendix B

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Occupational Safety and Health-Asbestos & Carcinogen Unit

1750 Howe Avenue, Suite 460

Sacramento, CA 95825

(916) 574-2993 Office <http://www.dir.ca.gov/dosh/asbestos.html> actu@dir.ca.gov



009132828C

210

August 21, 2024

Jeffrey Ronald Noel
1055 Chennault Avenue
Clovis CA 93611

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please contact our office at the above address or email w any changes in your contact/ mailing information within 15 days of the change.

Sincerely,

Dean Mochrie, CAC
Senior Safety Engineer

Attachment: Certification Card

cc: File

Renewal – Card Attached (08/24)

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

Jeffrey Ronald Noel
Name

Certification No. 00-2828

Expires on 10/18/25

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

