Huntington Landmark Senior Adult Community Association
20880 Oakridge Lane, Huntington Beach, CA 92646

Architectural Control Committee (ACC) Specifications

Standard 2 — 2nd Story Flooring — September 02, 2021

GENERAL

This describes the requirements for installing flooring (***laminate, wood, tile, or carpet)*** in a second-story unit.

PROCEDURE

1. A unit floorplan (available at the Management office) must be included with your Architectural Control Committee Application with proposed changes indicated in a contrasting color.

2. Installation must be done by a licensed contractor, who shall complete and sign the attached Contractor Acceptance Agreement. A copy is to be given to the ACC.

3. The installation of flooring must not increase the noise level to the unit below, as mandated in the CC&Rs, Sections 4 and 11.

   There are two basic measures used in the industry to rate the acoustical performance of a floor-to-ceiling assembly (FTCA). They are the Sound Transmission Class (STC), which measures the performance of FTCA to isolate airborne sounds, such as voices, televisions, barking dogs, etc. Secondly, Impact Insulation Class (IIC), which measures FTCA to isolate impact noise, such as walking or furniture being drug across the floor. These ratings typically range between a low of around 20 (very poor) to a high of 80 (excellent).

   The original floors in upstairs units (with carpet and pad over light weight concrete) had sound levels in the range of 55-56.

   a. New Carpet
      It is required when replacing carpeting in 2nd story units, the new carpet must have ***a minimum density of 25 oz; and the pad must be a minimum of ½" (or 6 lb.) rebound to prevent excess sound transmission to the lower unit.***

   b. New Hardwood, Laminate or Tile
      When installing hardwood, laminate or tile, by only adding 6mm (1/4") cork over the existing light weight concrete, **the sound numbers reach a level of 50-51, which is unacceptable.**

      The only acceptable method of installing hard surface flooring in upstairs units is to use a product such as "Echo Silent HD" (*or equivalent*) as a vapor barrier as well as sound barrier under 6mm (1/4") of cork which gives values above 80 (excellent).

4. Samples of the carpet, hardwood, laminate, or tile, along with samples of the specific underlayment materials to be used, **including manufacturer's STC and IIC sound transmission levels**, must be submitted to the ACC for approval along with the original Architectural Control Committee Application.

HUNTINGTON LANDMARK
20880 Oakridge Lane – Huntington Beach, CA 92646
Architectural Control Committee (ACC) Application

ACC Standard Number and Name: (Note: Complex projects may require multiple applications)	
Owner Name:	Date:
Address and Unit #:	
Home Phone #:	Mobile Phone#:
Email:	Unit Model:

1. Scope of work:

_____
_____
_____
_____

2. I have read and understand the Specifications applicable to my request. It is my responsibility to provide the Specifications to my contractor and be sure they read and understand them. I understand that my contractor needs to read and sign the Contractor Acceptance Agreement and that it is for my protection.
3. I understand and acknowledge that any damages to Association property resulting from actions of the contractor I hired are my responsibility and I will be held liable, which may include removal of the improvement and/or repairs to be done at my cost.
4. I understand the entity performing the work must be properly licensed and insured.
5. I understand that in certain major structural alterations the Association may need to bring in the services of an outside consultant for evaluation of plans, to monitor progress, perform final inspections, etc. and in such instances I, the owner, will be held financially responsible.

Owner Signature:	Date:
Contractor Name:	License #:
Contractor Address:	Contractor Phone#:

*******BELOW FOR ACC USE ONLY *******

Tentative Approval by:	1.	2.	Date:
Waiting to Receive:			
Application Denied by:	1.	2.	Date:
Approved to Commence by:	1.	2.	Date:
Final Inspection and Approval by:	1.	2.	Date:

CONTRACTOR ACCEPTANCE AGREEMENT

Owner Name:	Address and Unit #:
Standard Number and Name:	
Scope of Work:	

As Contractor for the above stated project, I certify that I have read all the applicable Architectural Control Committee (ACC) Standards and Maintenance Standards for the work I have been hired by the Unit owner to perform, I understand them, and I am able to comply with all items.

I understand that the ACC or their representative will inspect all work I have done when the owner notifies Management that they have been completed.

Further, I understand that should I fail to meet all requirements described within the Standards, I am required, **at my expense – not that of the owner who hired me**, to make necessary changes and corrections to bring the work into compliance.

I am providing my *Certificate of Worker's Compensation* or a letter declaring sole proprietorship, including a statement describing exemption due to "no employees" for the project file.

I am providing **two *Certificates of Liability Insurance*** and the ***Additional Insured Blanket Endorsement*** for the project file with each certificate naming one of the following:

1. **Seabreeze Management**
   26840 Aliso Viejo Parkway Suite #100
   Aliso Viejo, CA 92656

   And

2. **Huntington Landmark**
   20880 Oakridge Lane
   Huntington Beach, CA 92646

Contractor Printed Name and License #:
Contractor Signature and Date:
Owner Signature and Date:

Owner Printed Name:	Unit #:

STANDARD CONTRACTOR REQUIREMENTS

1. All work is to be performed by a licensed and insured contractor per California law.
2. A copy of the pertinent ACC Standards, the ACC approval letter and the City of Huntington Beach permits must be kept available on the job site for the duration of the project.
3. All trash and material generated at the project site must be transported out of Huntington Landmark property by the contractor. Trash and material from the project cannot be placed in Association trash containers – the owner is responsible for all costs to remove trash and material is found in Association trash containers.
4. The term "contractor" includes their employees, agents, subcontractors, suppliers, and any other person under their cognizance.
5. Work hours are designated Monday through Saturday, 7:30 am to 6:00 pm with the exception of emergencies.
6. No unnecessary noise, radios, or boom boxes – be considerate of other residents.
7. Safety cones, yellow tape and any other type of precautionary items are to be in place by contractor at and around the project site when necessary.
8. Construction site must be left clean each day.
9. Construction items such as sand, cement, and dirt must not be placed on streets, walkways, or grass without protective underlying ground cover in place.
10. Parking restrictions, fire lanes, and speed restrictions must always be observed and respected.
11. Contractors are to park on the street – not in Resident-only parking spaces adjacent to the garages.
12. Contact security at the Atlanta gate if you are unsure where to park.
13. No signs advertising the contractor may be posted at any time.
14. All contractor vehicles must be clearly identified with signage indicating to whom they belong. A dashboard permit must be obtained at the Atlanta gate security.
15. Owner must provide a copy of these requirements to their contractor.

Contractor Signature:	Date:

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: INSURER	
COMPANY NAME ADDRESS PHONE	PHONE (A/C, No, Ext): XXX-XXX-XXXX	FAX (A/C, No): XXX-XXX-XXXX
	E-MAIL ADDRESS: person@email.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CARRIER NAME	XXXX
INSURED CONTRACTOR INFORMATION ADDRESS PHONE	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		Policy # xxxxxxx	05/01/2020	12/31/2020	EACH OCCURRENCE	$ X000000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ X00000.00
							MED EXP (Any one person)	$ X0000.00
							PERSONAL & ADV INJURY	$ X000000.00
							GENERAL AGGREGATE	$ X000000.00
							PRODUCTS - COMP/OP AGG	$ X000000.00
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [X] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Policy#XXXXXXXXXX	01/01/2020	12/31/2020	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ X000000.00
							E.L. DISEASE - EA EMPLOYEE	$ X000000.00
							E.L. DISEASE - POLICY LIMIT	$ X000000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Seabreeze Management
26840 Aliso Viejo Parkway Suite 100
Aliso Viejo, CA 92656

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rep. Signature

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	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CARRIER NAME	XXXX
INSURED CONTRACTOR INFORMATION ADDRESS PHONE	INSURER B :	
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	INSURER D :	
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	INSURER F :	

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ X00000.00
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	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
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								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [X] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Policy#XXXXXXXXXX	01/01/2020	12/31/2020	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
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CERTIFICATE HOLDER

Huntington Landmark
20880 Oakridge Lane
Huntington Beach, CA 92646

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AUTHORIZED REPRESENTATIVE
Rep. Signature

SAMPLE COPY

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Policy #: _____

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   - **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   - **b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

SAMPLE COPY

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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