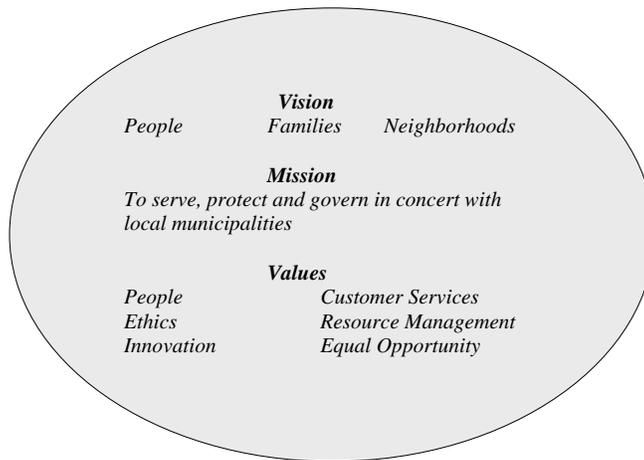




FULTON COUNTY



INVITATION TO BID 09ITB70030K-DB

SUMMERTREE CONDOMINIUM COMPLEX- ASBESTOS ABATEMENT AND DEMOLITION

For

DEPARTMENT OF ENVIRONMENT AND COMMUNITY DEVELOPMENT

BID DUE TIME AND DATE: Monday, October 19, 2009 @ 11:00AM
BID ISSUANCE DATE: Wednesday, September 16, 2009
PURCHASING CONTACT: Darlene A. Banks
E-MAIL: darlene.banks@fultoncountyga.gov

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET S.W. SUITE 1168
ATLANTA GA 30303

Table of Contents

<u>Section</u>	<u>Title</u>
Division 0 – Bidding and Contract Requirements	
00020	Invitation to Bid Description of Project Permits Rights of Way/Easements Bid Documents Term of Contract No Contact Provision Bid Contact Basis of Award Pre-Bid Conference
00100	Instructions to Bidders A. Contract Documents B. Bid Preparation and Execution C. Addenda and Interpretations D. Site Examination E. Bidder's Modification and Withdrawal of Bonds F. Bid and Contract Security G. Right to Reject Bids H. Applicable Laws I. Examination of Contract Documents J. Indemnification and Hold Harmless Agreement K. Bid Opening L. Determination of Successful Bidder M. Georgia Utility Contractors License N. General Contractors License O. Professional Licenses P. Wage Clause Q. Notice of Award of Contract R. Execution of Contract Documents S. Joint Venture T. Contractors Compliance with Procurement U. Georgia Security and Immigration Compliance Act V. Bid General Requirements Required Bid Submittal Checklist for ITB
00300	Bid Form
00410	Bid Bond
00420	Purchasing Forms & Instructions Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid Requirements Form C2 – Georgia General Contractors License Form D - Certification Regarding Debarment Form E - Disclosure Form & Questionnaire Form F – Declaration of Employee-Number Categories Form G – Georgia Security and Immigration Contractor Affidavit and Agreement

Form H – Georgia Security and Immigration Subcontractor Affidavit

00430 Contract Compliance Requirements

Non-Discrimination in Contracting and Procurement
Required Forms and EBO Plan
Exhibit A – Promise of Non-Discrimination
Exhibit B – Employment Report
Exhibit C – Schedule of Intended Subcontractor Utilization
Exhibit D – Letter of Intent to Perform As a Subcontractor or Provide
Materials or Services
Exhibit E – Declaration Regarding Subcontracting Practices
Exhibit F – Joint Venture Disclosure Affidavit
Exhibit G – Prime Contractor/Subcontractor Utilization Report

00490 Insurance and Risk Management Provisions

00500 Contractual Agreement

00610 Performance Bond Requirements

00620 Payment Bond Requirements

00700 General Conditions

00800 Special Conditions

Division 1 – General Requirements

01010 Summary of Work

01025 Measurement and Payment

01060 Regulatory Requirements

01200 Project Meetings

01310 Construction Schedules

01540 Job Site Security

01562 Dust Control

01710 Cleaning

Exhibits

Exhibit A Final Affidavit
Exhibit B Asbestos Survey for Abatement

INVITATION TO BID

Summertree Condominium Complex- Asbestos Abatement and Demolition

Description of Project:

The Fulton County Purchasing Department is soliciting bids from qualified vendors to provide all necessary equipment, labor and materials to perform the following: Asbestos Abatement, Pre-demolition rodent eradication and letter; Demolition and removal of all building structures; Removal and disposal of all trash and debris; Grade and install erosion control measures (silt fence, straw and seed disturbed areas). The location of the work is at 122 Summertree Lane, Riverdale, Ga. 30296.

Sealed Bids for the Summertree Condominium Complex- Asbestos Abatement and Demolition Project will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, until 11:00a.m., local time, on Monday, October 19, 2009, and then at said office publicly opened and read aloud.

Permits:

The selected vendor shall be responsible for obtaining a Demolition Permit from Fulton County Environment and Community Development and preparing a rodent eradication letter. Also, the selected vendor shall be responsible for preparing and submitting a 10 day demolition notification letter to EPA and obtaining EPA approval regarding asbestos abatement and hazardous material removal before demolition may begin. Exhibit B is the report prepared by National Environmental Solutions, Inc. that outlines the location and quantities of asbestos to be removed. The selected vendor or sub contractor performing this work must be licensed and insured in the State of Georgia and will perform the work in accordance with all State and Federal hazardous waste removal and disposal regulations.

Rights of Way/Easements:

The selected vendor shall be responsible for maintaining all equipment, labor and materials within the property boundaries and or right of way. No special easements are required.

Bid Documents:

The Instructions to Bidders, Bid and Contract Requirements (Bid Form, Bid Bond, Performance Bond, Payment Bond, Contract Agreement), and other Documents (Drawings and/or Specifications) may be examined at the following locations:

Fulton County
Public Works Department
STE 6001
141 Pryor ST, S.W., 6th Floor
Atlanta, Georgia 30303

Minority Business Development Agency
401 West Peachtree St
Summit Bldg STE 1715
Atlanta Georgia 30308

FW Dodge Corporation
4170 Ashford-Dunwoody Rd
STE 200
Atlanta, Georgia 30319

This document and supporting documents can be downloaded at no cost at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

Or the documents may be purchased for a non-refundable cost of \$25.00 at the Department of Public Works, 141 Pryor Street, S.W., Suite 6001, Atlanta, Georgia 30303. Payment must be in the form of a company or personal check payable to **Fulton County Government**. Checks returned for any reason will result in the bid being deemed non-responsive. This amount includes all fees for printing and distribution and will be used to defray a portion of the printing cost that may have been incurred for the tendering of the Project. Partial sets of the bid document will not be issued.

To purchase the documents, contact Barney Whitaker, Department of Public Works, 141 Pryor St., Ste. 6001, Atlanta Ga. 30303 at 404-583-5646. All other questions should be addressed by the procedures outlined in this ITB to Darlene A. Banks, Fulton County Department of Purchasing and Contract Compliance at Phone: 404-612-7879, Fax: 404-893-1745 or Email: darlene.banks@fultoncountyga.gov.

Subcontracting Opportunities:

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

Term of Contract:

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment within **10 consecutive calendar days** from the execution of a contract and on a date to be specified in a written Notice to Proceed. The Bidder agrees to fully complete all work under this agreement within **45 consecutive calendar days** from the issuance of the Notice to Proceed.

The County will make payments, within **45** days, in response to the Contractor's monthly Applications for Payment, which are accompanied by the Engineer's Certificate for Payment, for work performed to date plus cost of stored materials, less retainage. Payments, Applications for Payment, Certificates for Payment, and retainage shall be in accordance with the provisions of the Contract Documents.

No Contact Provision

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated

County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

Bid Contact

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Department of Purchasing and Contract Compliance
Attn: Darlene A. Banks, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 612-7879
Fax: (404) 893-1745
Reference Bid # 09ITB70030K-DB

Or darlene.banks@fultoncountyga.gov

Basis of Award

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

Pre-Bid Conference and Site Visit (Non-Mandatory)

Date: **September 30, 2009**
Time: **11:00AM**
Location: 122 Summertree Lane
Riverdale, GA 30296

A pre-bid conference and site visit will be located at the Summertree Condominium Complex at 122 Summertree Lane, Riverdale Ga. 30296. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the bidders perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

END OF SECTION

INSTRUCTIONS TO BIDDERS

A. Contract Documents

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

B. Bid Preparation and Execution

All Bids must be made on the Bid forms contained herein. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303, and labeled "Bid for ITB #09ITB70030K-DB, Summertree Condominium Complex- Asbestos Abatement and Demolition.

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (see Section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

C. Addenda and Interpretations

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than 2:00 PM, Wednesday, October 7, 2009. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Fulton County Department of Purchasing and Contract Compliance
Attn: Darlene A. Banks, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-1745
darlene.banks@fultoncountyga.gov
Reference Bid # 09ITB70030K-DB

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) prior to the date fixed for the opening of Bids.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

D. Site Examination - Non-Mandatory

The site visit will be in conjunction with the pre-bid conference. It will be held on **Wednesday, September 30, 2009 at 11:45am. Immediately following the Pre-bid Conference.** Bidders are not required to attend.

E. Bidder's Modification and Withdrawal of Bids

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

F. Bid and Contract Security

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

Bids must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval

shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

G. Right to Reject Bids

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

H. Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

I. Examination of Contract Documents

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

J. Indemnification and Hold Harmless Agreement

See Section 00490, Insurance and Risk Management Provisions page 3, Indemnification and Hold Harmless Agreement

K. Bid Opening

Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.

L. Determination of Successful Bidder

Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

1. **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b. Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c. Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d. Has adequate personnel and equipment to do the work expeditiously.
 - e. Has suitable financial means to meet obligations incidental to the work.
2. **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

M. Georgia Utility Contractors License (NON-APPLICABLE)

Bidders must have a Utility Contractors License to perform this work in accordance with O.C.G.A. §43-14-8.3 (h). ***Bids for utility contracting projects must be from a licensed utility contractor and that licensed contractor must be the prime on the project.*** It is not permissible for an unlicensed individual/firm to subcontract with a licensed utility contractor. Bidders must complete Form C1: Georgia Utility License Certification in Section 6, Purchasing Forms. The Bidder shall provide a Georgia Utility License Number on the outside of the sealed envelope. Failure to provide the required license shall deem your bid non-responsive.

N. General Contractors License (APPLICABLE)

Effective July 1, 2008, all general contractors are required to be licensed by the State of Georgia to perform the following work; construction; construction management services; or design-build services as a prime contractor, joint venture partner, or as a subcontractor to a design professional acting as prime contractor as part of a design-build entity or combination, unless exempted from holding such license pursuant to Georgia law (O.C.G.A. 43-41-17). If exempted, Contractor must submit a copy of their Georgia Department of Transportation Certificate of Qualification with their bid submittal.

Bidders must complete Form C2: Georgia General Contractors License Certification in Section 6, Purchasing Forms. Failure to provide the required license shall deem your bid non-responsive.

O. Professional Licenses (NON-APPLICABLE)

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

P. Wage Clause

Pursuant to Code 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

Q. Notice of Award of Contract

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

R. Execution of Contract Documents

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

S. Joint Venture

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

T. Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

U. Georgia Security and Immigration Compliance Act

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
 - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
 - (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor

registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

V. Bid General Requirements

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in

accordance with Fulton County "No Contact Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.

6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive

but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.

16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful

completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.

24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time

period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

31. In the evaluation of the Bids, any award will be subject to the Bid being:
 - a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - b. Lowest cost to the County over projected useful life.
 - c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a

document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

Required Bid Submittal Check List for Invitation To Bid (ITB)

The following submittals shall be completed and submitted with each bid (see table below "Required Bid Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original bid, signed and dated and at least three (3) copies (1) complete copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	Bid Form (Section 00300) – All dollar amounts must be both in writing AND figures and represent prices for the published scope of work without exceptions.	
2	Acknowledgement of each Addendum (acknowledged both on the Bid Form, Section 00300, and on the form included with each addendum).	
3	Bid Bond (Section 00410) (separate envelope if Public Works Construction project)	
4	Purchasing Forms (Section 00420) Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C1- Georgia Utility Contractor License <i>(if applicable)</i> Form C2- Georgia General Contractors License <i>(if applicable)</i> Form C3- Georgia Professional Licenses <i>(if applicable)</i> Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Declaration of Employee-Number Categories Form G - Georgia Security and Immigration Contractor Affidavit and Agreement Form H - Georgia Security and Immigration Subcontractor Affidavit	
5	Office of Contract Compliance Requirements (Section 00430) Exhibit A - Promise of Non-Discrimination (for Prime and each Sub) Exhibit B - Employment Record (for Prime and each Sub) Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
6	Risk Management Insurance Provisions Form (Section 00490) and proof of insurance, either letter from insurer or Certificate of Insurance.	
7	<u>Any additional requirements that the User Department would like to include should be added to this check list.</u>	
8		

END OF SECTION

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **Summertree Condominium Complex- Asbestos Abatement, Rodent Eradication, Demolition, Debris Removal, Grading and Grassing of the site.**

Submitted on _____, 20__.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID TOTAL IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER. Please make sure that all line items below are accurately calculated and total up to this inclusive amount.

The bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID TOTAL, ITEMS 1 THROUGH 9 (BELOW), INCLUSIVE, THE AMOUNT OF:

\$ _____
(Dollar Amount In Numbers)

(Dollar Amount In Words)

FIRM NAME: _____ SIGNATURE: _____

Make sure that all line items below are accurately calculated and total up to the inclusive BASE BID TOTAL amount entered on Page 1.

Method of Bidding

The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, Unbalanced Bids or conditional Bids will be subject to rejection. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.

FIRM NAME: _____ SIGNATURE: _____

1. PRICING SHEETS

For furnishing all products, materials and equipment and performing all labor necessary to complete the Summertree Condominium Complex- Asbestos Abatement and Demolition project as outlined in this bid document. The selected vendor shall perform the following work in compliance with Local, State or any Federal requirements regarding asbestos and hazardous waste removal and disposal.

NO.	DESCRIPTION	EST. QTY	UNIT COST	TOTAL COST
1.	Asbestos Abatement as outlined in Exhibit B.	-----	Lump Sum	\$
2.	Rodent Eradication and Letter	-----	Lump Sum	\$
3.	Demolition and Removal of all Structures, Trash and Debris	-----	Lump Sum	\$
4.	Erosion Control- Type C silt fence installed	2000 LF	Per LF \$	\$
5.	Landscaping- Grade, seed and straw disturbed ground.	2.5 AC	Per Acer \$	\$
Items 6, 7, 8 and 9 are Task Allowance Items only to be used when <u>pre-authorized</u> and approved by the assigned Fulton County Project Manager.				
6.	Clean Suitable fill- Dirt that may be required to fill voids or depressions from foundation removal. To be compacted to 95%.	200 CY	Per CY \$	\$
7.	57 Stone- Used to fill voids where directed by Fulton County Project Mgr.	100 CY	Per CY \$	
8.	Traffic Control- Certified Flagmen, signs.	32/ hours	Per Hour \$	\$
9.	Unforeseen Site Conditions/ or additional Testing- As directed by Fulton County Project Manager	-----	-----	\$ 35,000.00
TOTAL BID AMOUNT			\$	

2. SPECIAL CONDITIONS/INSTRUCTIONS :

No payment shall be made for any work outside the scope of work listed in this solicitation. Any claim on items 6, 7, 8 and 9 Task allowances must be pre-approved by the assigned Fulton County Project Manager and payment shall be based on the quantity unit price and work performed.

FIRM NAME: _____ SIGNATURE: _____

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, 10 days from the execution of a formal contract and the date will be specified in a written order (Notice to Proceed) of the Contracting Officer and to fully complete all work under this Contract within **45 consecutive calendar** days from the issuance of a formal Notice to Proceed.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of: _____ Dollars
(\$ _____) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

- ADDENDUM # _____ DATED _____

FIRM NAME: _____ SIGNATURE: _____

BID BOND

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

FIRM NAME: _____ SIGNATURE: _____

BID BOND

**SUMMERTREE CONDOMINIUM COMPLEX- ASBESTOES
ABATEMENT AND DEMOLITION PROJECT**

FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____ Dollars and Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for Summertree Condominium Complex- Asbestos Abatement and Demolition, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

FIRM NAME: _____ SIGNATURE: _____

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of _____
_____ Dollars

(\$_____) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

FIRM NAME: _____ SIGNATURE: _____

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 200_.

ATTEST:

PRINCIPAL

BY _____

(SEAL)

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 of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

BY _____

(SEAL)

END OF SECTION

FIRM NAME: _____ SIGNATURE: _____

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C2 – Georgia General Contractors License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Declaration of Employee-Number Categories
- Form G: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form H: Georgia Security and Immigration Subcontractor Affidavit

FIRM NAME: _____ SIGNATURE: _____

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

FIRM NAME: _____ SIGNATURE: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FIRM NAME: _____ SIGNATURE: _____

**FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF
BID/PROPOSAL REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages _____ To _____ Inclusive, Including Addendum(s) ____ To ____, And/Or Appendices ____ To ____, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FIRM NAME: _____ SIGNATURE: _____

**FORM C2: CONTRACTOR'S GEORGIA GENERAL
CONTRACTOR'S LICENSE CERTIFICATION**

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FIRM NAME: _____ SIGNATURE: _____

FORM D: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

Causes for Suspension. The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense

FIRM NAME: _____ SIGNATURE: _____

indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

- (3) Conviction of state or federal anti-trust statues arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

FIRM NAME: _____ SIGNATURE: _____

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 200__

(Date)

(Legal Name of Offeror)

(Date)

(Signature of Authorized Representative)

(Title)

FIRM NAME: _____ SIGNATURE: _____

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
2. Have you or any member of your firm or team to be assigned to this engagement been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team ever been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

FIRM NAME: _____ SIGNATURE: _____

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other Federal, State or Local Government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

FIRM NAME: _____ SIGNATURE: _____

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 200__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 200__

(Notary Public) (Seal)

Commission Expires _____
(Date)

FIRM NAME: _____ SIGNATURE: _____

FORM F: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your company:

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

Company Name: _____

I certify that the above classification is true and correct.

Signed: _____

Printed: _____

Title: _____

Date: _____

FIRM NAME: _____ SIGNATURE: _____

**FORM G: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND
AGREEMENT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided. The affidavit should be executed by Contractors who have indicated on Form F, Declaration of Employee-Number Categories, that they have 100 or more employees.

FIRM NAME: _____ SIGNATURE: _____

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]**

_____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A./ 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

FIRM NAME: _____ SIGNATURE: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FIRM NAME: _____ SIGNATURE: _____

FORM H: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

FIRM NAME: _____ SIGNATURE: _____

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

FIRM NAME: _____ SIGNATURE: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

END OF SECTION

FIRM NAME: _____ SIGNATURE: _____

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor must certify in writing and must document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers must submit the following completed documents. Failure to provide this information shall result in the bid/proposal being deemed non-responsive:

- **Exhibit A** - Promise of Non-Discrimination (for Prime and each Sub-contractor)
- **Exhibit B** - Employment Report (for Prime and each Sub-contractor)
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the bid:

- **Exhibit G** - Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/WE (_____),
Name

Title Firm Name

Hereinafter "Company"), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- (3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- (4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- (5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- (6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE);**

****If yes, attach copy of recent certification letter.**

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR
UTILIZATION**

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR
UTILIZATION**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES

This form must be completed by ALL known subcontractors/suppliers and submitted with the bid. The Prime Contractor must submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

_____ Hereby declares that it is my/our intent to
(Bidder)

Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No. _____

Project Name _____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

OFFICE ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT
CONTINUED

Note: Attach additional sheets as required

2. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.

3. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?

4. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.

5. Describe the estimate contract cash flow for each joint venturer.

6. To what extent and by whom will the on-site work be supervised?

7. To what extent and by whom will the administrative office be supervised?

8. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?

9. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?

10. Describe the experience and business qualifications of each joint venturer.

11. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

12. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

13. The authority of each joint venturer to commit or obligate the other: _____

14. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT
CONTINUED

15. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Purchasing and Contract Compliance and Departments of Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20_____, before me, appeared

_____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____ (Signature) _____ (Printed Name)

END OF SECTION

Insurance and Risk Management Provisions Summerville Condominium - Asbestos Abatement and Demolition

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremens and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

General Liability to include but not limited to premises, and operations; contractual

liability; personal and advertising injury; explosion, collapse, and underground hazards; products and completed operations; independent contractors liability; broad form property damage; demolition and blasting operations.

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).
Broadened Pollution Endorsement CA9948 and MCS 90

4. UMBRELLA LIABILITY

In excess of above noted coverages Per Occurrence \$2,000,000

5. CONTRACTORS POLLUTION LIABILITY

Each Occurrence \$1,000,000

Asbestos Abatement Operations –

To provide coverage on a combined General Liability and Pollution Liability on an Occurrence Policy Form. Policy not to have a Sunset Clause.

To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period.

For All Other Operations -

Pollution Liability Coverage may be provided by endorsement to General Liability Policy or a separate Pollution Liability Policy to include but not limited coverage for pesticides, herbicides.

To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period.

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

The policy will name Fulton County, The Contractor and Subcontractors of all tiers as Additional Insureds under the policy.

All policy deductibles are the sole responsibility of the Contractor.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements.

Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

OWNER - CONTRACTOR AGREEMENT

SUMMERTREE CONDOMINIUM COMPLEX- ASBESTOS REMOVAL AND DEMOLITION

Contractor: _____ Project No. _____

Address: _____ Telephone: _____

Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 20 , by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction agreement, consisting of the following Contract Documents:

- General Conditions
- Special Conditions
- Bid Form
- Scope of Work and Technical Specifications
- Drawings and Specifications
- Exhibits
- Purchasing Forms
- Office of Contract Compliance Forms
- Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for and in consideration of a Contract Price of _____ (\$ _____) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and substantial, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: [INSERT PROJECT #]

[INSERT PROJECT NAME]

The Contractor shall commence the Work with adequate force and equipment within 10 days from the formal execution of this contract and a date specified in a written Notice to Proceed and shall substantially complete the work within 45 consecutive calendar days from the issuance of the Notice to Proceed. The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated

damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to its prejudice the County may provide written notice of the commencement of the assessment of liquidated damages].

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising therefrom, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising therefrom.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provisions]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

[SIGNATURES NEXT PAGE]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

***[Insert Contractor COMPANY
NAME]***

John H. Eaves, Commission Chair
Board of Commissioners

***[Insert Name & Title of person
authorized to sign contract]***

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

END OF SECTION

PERFORMANCE BOND

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____
(hereinafter called the "Principal") and _____
(hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns, in the penal sum of _____
[100% of Contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **Summertree Condominium Complex- Asbestos Abatement and Demolition**, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION

PAYMENT BOND

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____
(hereinafter called the "Principal") and _____
(hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of _____ [100% of Contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **Summertree Condominium Complex- Asbestos Abatement and Demolition**, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION

GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

A. Notice of Award of Contract:

B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety. Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern.

Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager or Engineer shall mean Fulton Construction Management Partners, the County authorized representative for this project.

Contractor shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Design Consultant shall mean the firm or corporation responsible for the detailed design drawings and specifications.

Director - Director of the Department of Public Works of Fulton County, Georgia or the designee thereof.

Final Completion shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones.

Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products shall mean materials or equipment permanently incorporated into the work.

Program Manager - Not used in this contract. Delete all references.

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of

any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, backcharge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit B, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

00700-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

00700-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

00700-15 INDEMNIFICATION [there are two indemnification clauses, the other is in the Contract Cover Sheet]

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager and the Program Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager or Program Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County, the Construction Manager and the Program Manager arising there from. In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager or the Program Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager and the Program Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner. The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County. When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement. The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents. If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and

proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore. Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

00700-17 ADMINISTRATION OF CONTRACT

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction

Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it

may have to seek contribution, either directly or indirectly, from those indemnified hereunder.

3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

00700-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

00700-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
 - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and

- b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined

By the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently prosecute the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and

method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

00700-54 DELAY - NOTICE AND CLAIM

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

00700-59 REMEDIES CUMULATIVE

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

00700-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

00700-71 PROGRESS ESTIMATES
The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

00700-73 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

00700-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately

priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

00700-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

00700-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied; Exhibit A
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby

consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.
2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
 - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. By the method provided in Subparagraph A4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
 - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
 - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual

expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.

5. In Subparagraphs 3 and 4 above, the items included in "Cost" and "Overhead" shall be based on the following schedule:
 - a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
 - b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.
 - c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
 - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
 - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
 - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
 - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
 - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner

defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.

8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days notice and Subparagraph C.1. below.
2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be give by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction

Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.

2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

<u>SUBJECT</u>	<u>I N D E X</u>	<u>GENERAL CONDITION ARTICLE #</u>
Administration of Contract		17
Applicable Law		7
Assignment		13
Blasting and Excavation		26
Changes		87, 88
Clean Site		29
Codes		4
Commencement of Work		49
Contract Documents		2
Contractor's Representative		66
Defective Work		31, 32
Definitions		3
Delay		51, 52, 54, 55
Extension of Time		52, 53, 54
Familiarity of Time		1, 22
Final Payment		84
Governing Law		86
High Voltage Lines		27
Inclement Weather		53
Indemnification		15
Inspections		23, 61, 62, 68, 69
Interruption		48
Licenses		8
Liquidated Damages		46, 48
New Materials		33, 63
Notices		24
Payment		72, 73, 75
Payment of Subcontractors		75, 76
Payment Upon Substantial Completion		82, 84
Payroll Reports		65
Permits		8
Progress Payments		72, 73, 77, 78, 79, 80
Protection of Work		30, 64
Records Inspection		45
Retainage		11, 74
Safety		25
Scaffolding and Staging		28
Scheduling		70
Service of Process		14
Stop Work Order		37
Subcontractors		67, 76
Substantial Completion		81
Suspension		48
Supervision of Work		16, 66
Surety's Responsibility		17
Taxes		9, 10
Termination for Cause		38, 44, 47
Termination for Convenience		39, 40, 41
Time of the Essence		50
Warranties		33, 34, 35, 36
Work Behind Schedule		56

DIVISION 1

01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Summary of the Work
- B. General Requirements
- C. Special Project Procedures

1.2 SUMMARY OF THE WORK

The Project consists of the following major elements:

(I) 10 days prior to demolition, the selected vendor shall notify and coordinate with the EPA/EPD all required information for the lawful removal and disposal of asbestos or hazardous waste. The vendor shall be responsible for the legal abatement and disposal of all determined asbestos contaminated materials as outlined in the "Asbestos Survey Report" prepared by National Environmental Solutions, Inc. **(Exhibit B)** in accordance with State and Federal hazardous waste disposal guidelines. The contractor or sub-contractor of this work must be licensed to perform this type of work and insured in the State of Georgia. Obtaining all EPD/EPA permits and payment of any permit fees are the responsibility of the selected contractor.

(II) Prior to any demolition or earthwork the selected vendor shall install approximately 2000 LF of type C silt fence around the borders of the property boundaries and to ensure all possible soil runoff areas are contained. Fulton County shall inspect and approve the installation of all erosion control measures. The assigned Fulton County Project Manager shall have the authority to require the selected vendor to install any additional Erosion Control measures as deemed necessary for compliance with code regulations.

(III) 10 days prior to demolition and to acquire the demolition permit, the selected vendor shall have a licensed exterminator treat the structures and prepare a vermin rodent eradication letter.

(IV) Notify and coordinate the disconnection of Utilities present on site, including Water, Gas, Electrical, Sewer.

(V) Demolish, remove and dispose of all building structures on the site from foundation footings to the roof including concrete slabs, remove all trash and debris from the demolition work and any pre-existing trash and debris located on the Summertree Condominium property. **All underground utility pipes shall remain on site, properly capped, disconnected and abandoned. Asphalt roads, manholes, storm drains and curb and gutters shall remain on site and operational.** The Contractor shall provide clean suitable fill dirt for all caverns and depressions and compact the fill to 95% compaction, grade, straw and seed all disturbed earthwork. All work shall be in conformance with OSHA Safety Standards.

(VI) Traffic control and site security and safety shall be the responsibility of the selected vendor.

(VII) Working hours shall be from 7:30 am to 6:00 pm Monday through Friday.

1.3 GENERAL REQUIREMENTS

- A. Smoking and Fire Precautions: No smoking, fire, or use of any fire or explosion producing tools or equipment will be permitted on the premises or at any locations where such may endanger said premises or the current operations thereon.
- B. Manufacturers Qualifications: The manufacturers of all materials and equipment used must be reputable and regularly engaged in the manufacture of the particular material or equipment for the use and service to which it will be subjected.
- C. Compliance with state and local laws: Comply will all applicable requirements of state and local laws and ordinances to the extent that such requirements do not conflict with federal laws or regulations.
- D. Protection of public and private property: Take special care in working areas to protect public and private property. The Contractor shall replace or repair at their own expense any damaged water pipes, power and communication lines, or other public utilities, roads, curbs, gutters, sidewalks, drain pipes, sewer drainage ditches, all properties and fixtures (both permanent and temporary) and all plantings, including grass or sod on the site of the work. Leave the site in original or better condition after all cleanup work has been done.
- E. Markers: Preserve all USGS, State of Georgia, and private markers; do not remove or disturb any such markers without prior approval from the Owner. Any removal and replacement of such markers shall be at the expense of the Contractor.
- F. Approved Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. The use of all such chemicals and the disposal of residues shall be in strict conformance with instructions.
- G. Preservation of Existing Vegetation: Take reasonable care during construction to avoid damage to vegetation. Where the area to be excavated is occupied by trees, brush, or other uncultivated vegetable growth, clear such growth from the area, and dispose of it in a satisfactory manner. Leave undisturbed any trees, cultivated shrubs, flowers, etc., situated within public rights-of-way and/or easements through private property but not located directly within excavation limits. Transplant small ornamental trees, cultivated shrubs, flowers, etc., located directly within excavation limits so they may be replaced during property restoration operations. Do not remove or disturb any tree larger than six inches (6") in diameter without the permission of the Owner. Take special precautions (including the provision of barricades and the temporary tying back of shrubbery and tree branches) for the protection and preservation of such objects throughout all stages of construction; the Contractor will be held liable for any damage that may result to said objects from excavation or construction operations. Trim any limbs or branches of trees broken during construction operations with a clean cut, and paint with an approved tree pruning compound. Treat tree trunks receiving damage from equipment with a tree dressing.

- H. Utilities: The Contractor is to contact the Owner of all underground utilities before beginning construction in the area. Carefully protect from damage all utilities in the vicinity of the work at all times. If it is necessary to repair, remove, and/or replace any such utility in order to complete the work properly, do so in compliance with the rules and regulations of the particular utility involved. Any such work shall be considered incidental to the construction or repairs of utility lines, and no additional payment will be allowed therefor. Existing utilities shall remain in service at all times during construction. Contractor shall provide any temporary piping necessary to maintain utility service to existing customers.

1.4 SPECIAL PROJECT PROCEDURES

- A. Contractor shall comply with Fulton County Traffic Control Devices in supplying adequate signage, flagging, personnel, etc. for the entire project. Streets in which installation is occurring shall be closed to thru traffic and open for local and emergency access only.

END OF SECTION 01010

01025 - MEASUREMENT & PAYMENT

Part 1 General

1.01 Scope

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated in the scope of work or contract documents.

1.02 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid or a Lump Sum.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project, complete in place, as specified and as indicated on the Drawings.
- F. "Products" shall mean materials or equipment permanently incorporated into the work.
- G. Quantities shown for the unit price items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that **payment will be made on the basis of actual quantities at**

the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease. Task Allowance items and any **additional unforeseen work must be pre-approved by the authorized Fulton County Construction Project Manager.**

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

END OF SECTION

01060 - Regulatory Requirements/Permits

Part 1 General

1.01 Scope

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work.

- B. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.

- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work, except for any completed unit of construction thereof which may heretofore have been accepted.

END OF SECTION

01200 Project Meetings

Part 1 General

1.01 Scope

- A. Work under this Section includes all scheduling and administering of pre construction and progress meetings as herein specified and necessary for the proper and complete performance of this Work.
- B. Scheduling and Administration by Engineer:
 - 1. Prepare agenda.
 - 2. Make physical arrangements for the meetings.
 - 3. Preside at meetings.
 - 4. Record minutes and include significant proceedings and decisions.
 - 5. Distribute copies of the minutes to participants.

1.02 Preconstruction Conference

- A. The selected Fulton County Project Manager shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
 - 1. Owner.
 - 3. Contractor and superintendent.
 - 4. Major subcontractors.
 - 5. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
 - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel and emergency telephone numbers.
 - 4. Processing of field decisions and change orders.
 - 5. Adequacy of distribution of Contract Documents.
 - 6. Schedule and submittal of shop drawings, product data and samples.

7. Pay request format, submittal cutoff date, pay date and retain age.
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
 10. Major equipment deliveries and priorities.
 11. Safety and first aid procedures.
 12. Security procedures.
 13. Housekeeping procedures.
 14. Work hours.

1.03 Project Coordination Meetings

Project Coordination Meetings may be requested at any time at the discretion of the Owner, Engineer or Contractor. The party requesting a meeting shall provide the other two parties with as much notice as possible, as well as a written agenda for such meeting.

END OF SECTION

01310 - CONSTRUCTION SCHEDULING

Part 1 General

1.01 Scope

- A. Time is of the essence regarding completion of this project. Works shall begin no later than 10 days from the execution of a formal written Contract and shall be substantially complete within **45 consecutive calendar** days from the issuance of a Notice to Proceed. The work under this Section includes preparing, furnishing, distributing, and periodic updating of the construction schedules as specified herein.
- B. The purpose of the schedule is to demonstrate that the Contractor can complete the overall Project within the Contract Time and meet all required interim milestones.

1.03 Approval

Approval of the Contractor's detailed construction program and revisions thereto shall in no way relieve the Contractor of any of Contractor's duties and obligations under the Contract. Approval is limited to the format of the schedule and does not in any way indicate approval of, or concurrence with, the Contractor's means, methods and ability to carry out the Work.

1.04 Overall Project Schedule (OPS)

- A. Within 5 days from the issuance of a Notice to Proceed the Contractor shall submit to the Owner for approval a detailed Overall Project Schedule of the Contractor's proposed operations for the duration of the Project. The OPS shall be in the form of a Gantt/bar chart.
- B. Gantt/Bar Chart Schedule
 - 1. Each activity with a duration of five or more days shall be identified by a separate bar. Activities with a duration of more than 20 days shall be sub divided into separate activities.
 - 2. The schedule shall include activities for shop drawing preparation and review, fabrication, delivery, and installation of major or critical path materials and equipment items.
 - 3. The schedule shall show the proposed start and completion date for each activity. A separate listing of activity start and stop dates and working day requirements shall be provided unless the information is shown in text form on the Gantt/bar chart.
 - 4. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and a critical path.

5. The schedule shall be printed on a maximum 11 x 17 inch size paper. If the OPS needs to be shown on multiple sheets, a simplified, one page, summary bar chart showing the entire Project shall be provided.
6. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.
7. The schedule shall show the precedence relationship for each activity.

1.05 Updating

- A. Show all changes occurring since previous submission of the updated schedule.
- B. Indicate progress of each activity and show actual completion dates.
- C. The Contractor shall be prepared to provide a narrative report at the Project Coordination Meetings. The report shall include the following:
 1. A description of the overall Project status and comparison to the OPS.
 2. Identify activities which are behind schedule and describe corrective action to be taken.
 3. A description of changes or revisions to the Project and their effect on the OPS.
 4. A description of the Near Term Schedule of the activities to be completed during the next 10 days. The report shall include a description of all activities requiring participation by the Engineer and/or Owner.

END OF SECTION

01540 - JOB SITE SECURITY

Part 1 General

1.01 Barricades, Lights and Signals

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the Work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any Work under construction.
- B. The Contractor will be held responsible for all damage to the Work due to failure of barricades, signs and lights and whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by the Owner.
- C. The Contractor will be responsible for securing the job site 24/7 to stop unauthorized access and will install and maintain safety fencing and signs during construction.

01562- DUST CONTROL

Part 1 General

1.01 Scope

Limit blowing dust caused by construction operations by applying water or employing other appropriate means or methods to maintain dust control, subject to the approval of the Owner. As a minimum, this may require the use of a water wagon twice a day to suppress dusty conditions.

1.02 Protection of Adjacent Property

- A. The Bidders shall visit the site and note the buildings, landscaping, roads, parking areas and other facilities near the Work site that may be damaged by their operations. The Contractor shall make adequate provision to fully protect the surrounding area and will be held fully responsible for all damages resulting from Contractor's operations.
- B. Protect all existing facilities (indoors or out) from damage by dust, fumes, spray or spills (indoors or out). Protect motors, bearings, electrical gear, instrumentation and building or other surfaces from dirt, dust, welding fumes, paint spray, spills or droppings causing wear, corrosion, malfunction, failure or defacement by enclosure, sprinkling or other dust palliatives, masking and covering, exhausting or containment.
- C. Wet Saws, Sweepers, and water trucks shall be on site and used during construction to minimize dust.

END OF SECTION

01710 - CLEANING

GENERAL

1.5 CLEANING

- A. The Contractor is responsible for clean up.
- B. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.
- C. Keep streets clean from mud, dirt, debris, and other materials removed from the job site. Promptly remove from the streets mud and dirt tracked by vehicles.
- D. At completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials. Clean all sight-exposed surfaces. Leave project clean and ready for construction work to follow, and ready for occupancy, as applicable.
- E. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile waste such as mineral spirits, oil, and paint thinner in storm drains or sanitary sewers.
- F. Hazard Control:
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of waste which might cause hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile and noxious substances.

1.6 DURING CONSTRUCTION

- A. Clean building, grounds, and public properties and keep free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to prevent dust.
- C. At reasonable intervals during progress of Work, but in no case less than once a week, clean site and public properties and dispose of waste materials, debris and rubbish.
- D. Provide on-site containers for collection of waste materials, debris, and rubbish. Type of container is at Contractor's option. Provide containers with adequate capacity to accommodate anticipated needs. If containers do not have adequate capacity, increase intervals of waste removal or capacity of containers until adequate capacity is provided.
- E. Vacuum interior building areas where work is performed prior to painting and other finish work. Continue vacuum cleaning on an as needed basis until building is ready for occupancy.
 - 1. Minimize handling of materials. Do not drop or throw materials from heights.

- F. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

1.7 FINAL CLEANING

- A. Employ experienced workmen or professional cleaners for final cleaning.
- B. In addition to removal of debris and cleaning specified in other sections, clean interior and exterior exposed-to-view surfaces.
- C. Remove temporary protection and labels not required to remain.
- D. Clean finishes free of dust, stains, films and other foreign substances.
- E. Clean transparent and glossy materials to a polished condition; remove foreign substances. Polish reflective surfaces to a clear shine.
- F. Vacuum clean carpeted and similar soft surfaces.
- G. Clean resilient and floor finishes as specified.
- H. Clean surfaces of equipment; remove excess lubrication.
- I. Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters during construction.
- J. Clean light fixtures and lamps.
- K. Remove debris, rubbish, dirt, etc. from open concealed spaces, chases and above ceilings.
- L. Repair, patch, and touch-up marred surfaces to specified finish and to match adjacent surfaces.
- M. Remove waste, foreign matter, and debris from roofs, gutters, areaways, and drainage systems.
- N. Remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.
- O. Maintain cleaning until Final Completion.
- P. Prior to Final Completion, or Owner occupancy, Contractor shall conduct an inspection of sight exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.

END OF SECTION 017400

EXHIBITS

EXHIBIT A: Final Affidavit

EXHIBIT B: "ASBESTOS SURVEY REPORT" Prepared by National Environmental
Solutions, Inc.

EXHIBIT A
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 200____, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 200____. _____, who under Oath deposes and says that he is _____ of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission expires

EXHIBIT B



National Environmental Solutions, Inc.
273 Quail Run • Sautee-Nacoochee, GA 30571 • (678) 524-0203

ASBESTOS SURVEY REPORT



Summertree Complex
19 Buildings - 122 Summertree Lane
Riverdale, Ga 30296

NESI Project No.: 09-892

Prepared For:

Ed Russell
Fulton County Department of Housing and Community
Development
141 Pryor Street Suite 5001
Atlanta, GA



National Environmental Solutions, Inc.
273 Quail Run • Sautee-Nacoochee, GA 30571 • (678) 524-0203

September 4, 2009

Ed Russell
Fulton County Department of Housing and Community Development
141 Pryor Street Suite 5001
Atlanta, GA 30303

**RE: Asbestos Survey - Final Report
Summertree Complex
19 Buildings - 122 Summertree Lane
Riverdale, Ga 30296**

NESI Project No.: 09-892

Dear Mr. Russell:

National Environmental Solutions, Inc. (NESI) performed a survey for asbestos-containing materials (ACM) on the 19 Buildings of the Summertree Complex located at 122 Summertree Lane in Riverdale, GA. Site work began on August 14th and continued through September 3, 2009. NESI's accredited building inspectors performed the survey. This report outlines the sampling and testing procedures, and presents the results along with our recommendations and conclusions.

NESI appreciates the opportunity to serve as your consultant on this project. If you should have any questions or if we can be of further service, please do not hesitate to call.

Sincerely,
National Environmental Solutions, Inc.

Beverly B Campbell

Beverly B. Campbell
President

Douglas C. Campbell

Douglas C. Campbell
Director of Operations

EXECUTIVE SUMMARY

The purpose of this survey was to identify asbestos-containing materials (ACMs) and their locations within the 19 buildings of the Summertree Complex located at 122 Summertree Lane in Riverdale, GA. The survey was conducted pursuant to NESHAP requirements associated with the scheduled demolition plans. Site work began on August 14th and continued through September 3, 2009. NESIs' accredited building inspectors conducted all work. The interior and exterior portions of the structures were surveyed, including the roofs.

The facility inspector performed a thorough visual inspection of all accessible areas, and identified homogeneous areas of suspect building materials.

The facility inspector collected a total of 414 bulk material samples of friable and non-friable suspect ACMs, in general compliance with the Environmental Protection Agency's (EPA's) Asbestos Hazard Emergency Response Act (AHERA, 40 CFR 763.86) protocol. Bulk material samples were submitted to AES and EMSL, both National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratories, and were analyzed using Polarized Light Microscopy (PLM), method No. EPA/600/R-93/116.

Laboratory results indicate that an ACM (greater than 1% asbestos, by definition) was detected in the following materials:

Homogeneous Area No.	ACM Description	Location	Asbestos Content*	NF/F	Cat. I/II	RACM Y/N
JC*	Joint Compound	Throughout all Unites – (EXCEPT: Bldg. 35 – Units C and D) this material is in poor condition. Debris from Walls and Ceilings are scattered throughout the units. All interior contents are contaminated.	2%-3% Chrysotile 0.25% -1.25% by point Count	F	N/A	Y
TC*	Textured Ceiling Material	Throughout all Unites – (EXCEPT: Bldg. 35 – Units C and D) this material is in poor condition. Debris from Walls and Ceilings are scattered throughout the units. All interior contents are contaminated. - This material was also noted as overspray in the HVAC duct work.	5% Chrysotile 1.75% -2.00% by point Count	F	N/A	Y
WC	Window Caulk	Located sporadically throughout units – Where windows are gone – only residual material remains	5% Chrysotile	F	N/A	Y
Linoleum	Tan Linoleum	Located sporadically throughout kitchens, laundry rooms and bathrooms of units – this material is found under several layers of linoleum – Believed to be original material	30% Chrysotile	F	N/A	Y
Misc. Linoleum	Linoleum	Several different types of linoleum were identified throughout the units.	30%-50% Chrysotile	F	N/A	Y
Silver paint	Silver Paint on Roof Systems	Located on parapet walls, penetrations, patches, fields and Ridge Caps	5%-15% Chrysotile	NF	I	N
Penetration Mastic	Penetration Mastic	All Roofs	5%-15% Chrysotile	NF	I	N
Roof Patches	Roof Patches – White, Silver and rolled asphalt	Located sporadically throughout complex	5%-15% Chrysotile	NF	I	N

Homogeneous Area No.	ACM Description	Location	Asbestos Content*	NF/F	Cat. I/II	RACM Y/N
Parapet Wall	Rolled parapet wall - Roofing	Parapet Walls (Layer 1 is Silver paint – Layer 2 is Roofing)	Layer 1: 3% Chrysotile Layer 3: 5% Chrysotile	NF	I	N
Flat roof	Flat Roofing Systems	All Roofs	Layer 2: 10% Chrysotile	NF	I	N
Black Mastic	Black mastic - glue dots	Located behind mirrors - This material was assumed to be ACM as it is located on ACM drywall/Joint Compound	Assumed	NF	I	N

NF = Non - Friable Material

F = Friable Material

sf = Square Feet

lf = Linear Feet

* = By Point Count.

CAT. I = Category I non-friable asbestos-containing material (ACM) means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos and determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy.

CAT. II = Category II non-friable ACM means any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in Appendix A, Subpart F, 40 CFR Part 763 Section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

RACM = Regulated asbestos-containing material (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

INTRODUCTION

The purpose of this survey was to identify asbestos-containing materials (ACMs) and their locations within the 19 buildings of the Summertree Complex located at 122 Summertree Lane in Riverdale, GA. The survey was conducted pursuant to NESHAP requirements associated with the scheduled demolition plans. Site work began on August 14th and continued through September 3, 2009. NESIs' accredited building inspectors conducted all work. The interior and exterior portions of the structures were surveyed, including the roofs.

FACILITY DESCRIPTION

The facility consists of 72 apartment units in 18 buildings plus a clubhouse. All buildings appeared to be of similar construction with similar construction dates with the exception of Building 34, which has a slightly different construction pattern. The only obvious renovations took place in Units C and D of building 35. The roofs are a mixture of different shingles on the gable ends with built up flat roofs prevalent. Several patches exist on the roofs.

Interior components consist of drywall walls with textured ceilings. Linoleum is present in the laundry rooms, kitchens and bathrooms with carpet throughout the other portions of the units.

The complex has been vacant for an extended period of time and has suffered extensive damage. Few windows remain leaving the units exposed to the elements.

ASBESTOS SURVEY PROCEDURES

The asbestos survey was performed by visually observing accessible areas of the building for materials likely to contain asbestos mineral fibers. EPA accredited building inspectors performed the visual observations (refer to Appendix F for personnel qualifications). Both friable and non-friable materials were sampled (a friable material is one that can be crushed when dry by normal hand pressure).

After the overall visual survey was completed, representative sampling areas were determined. The surveyor delineated homogeneous areas of suspect materials and samples of each material were obtained to generally comply with OSHA and NESHAP regulations. The field surveyor determined sample locations based on previous experience.

After completion of the fieldwork, the samples were delivered to AES and EMSL laboratories for analysis. The samples were analyzed by Polarized Light Microscopy (PLM) coupled with dispersion staining in general accordance with EPA 600/M-4-82-020. Utilizing this procedure the various asbestos minerals (chrysotile, amosite, crocidolite, actinolite, tremolite, and anthophyllite) can be determined. The percentages of asbestos minerals in the samples were visually determined by the microscopist. Please note that the EPA designates all materials containing greater than 1% asbestos as "asbestos-containing".

ASBESTOS-CONTAINING MATERIALS

A total of 414 samples of suspect building materials were collected during the survey representing the different homogeneous areas. Building materials sampled include floor tiles and associated mastics, adhesives/mastics, drywall/joint compound, roofing, window caulk, and linoleum located in various areas throughout the building. The results of the laboratory analysis are included in Appendix E. For further documentation, photographs of the various materials sampled are included (refer to Appendix D.). The ACMs determined and presumed to be present are discussed further in the following paragraphs:

Linoleum

Several distinct types of suspect linoleum were detected throughout the kitchens, laundry rooms and bathrooms of the buildings. These areas were noted to contain several layers of different linoleum. Representative samples were collected of each of these materials. In addition to some of the top layers, samples 36C-FL-01 and 36C-F1-02 were found to contain approximately 30% Chrysotile and is believed to be the original linoleum, as it is found in all units under several layers of different linoleum.

Drywall/Joint Compound

Representative samples were collected of the drywall systems present in the buildings. Regulated amounts of Chrysotile asbestos was found in the joint compound layer.

Textured Ceiling

Representative samples were collected of the textured ceiling material present in the buildings. Regulated amounts of Chrysotile asbestos was found in this material. This material is located throughout all of the units with overspray in the HVAC duct work.

Window Caulk

Window caulking was observed on the few remaining window with residual caulking observed around the window openings. Representative samples of these materials were collected. Approximately 5% chrysotile was detected within this material

Roofing

The roofing systems are a mixture of several different layers of built up roofs with patches, surrounded by shingled gables. Asbestos was found in the parapet walls, penetrations, patches, fields and Ridge Caps. The silver paint associated with these systems was also found to contain regulated amounts of Chrysotile.

RECOMMENDATIONS AND CONCLUSIONS

General

The Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) and the State of Georgia have promulgated regulations dealing with asbestos. For commercial building owners, the EPA NESHAP regulations require removal of asbestos prior to conducting activities which might disturb the material. They also deal with notification, handling and disposal of asbestos.

EPA recommends that an Operations and Maintenance (O&M) Program be developed for any facilities with asbestos-containing materials, and this Program should address all ACM (known and/or presumed) present. The O&M Program establishes notification and training requirements along with special procedures for working around the asbestos. The O&M Program would remain in effect until all asbestos is removed.

The OSHA regulations deal with employee exposure to airborne asbestos fibers. The regulations restrict employee exposure, and require special monitoring, training and handling procedures when dealing with asbestos.

Category I and Category II non-friable materials, as defined by the EPA, may remain within a facility during demolition with no potential cessation of work provided they remain non-friable and the appropriate engineering controls (i.e.: wet methods) are utilized. However, there is no guarantee that these materials will remain non-friable. Additionally, OSHA has additional requirements that may supersede the EPA rules. In order to protect the worker, OSHA has established a permissible exposure level, which limit airborne fiber concentrations. OSHA requires objective evidence that the permissible exposure level will not be exceeded, as justification that personal air monitoring and engineering controls will not be required. OSHA has also established rules requiring the containerization and labeling of asbestos waste.

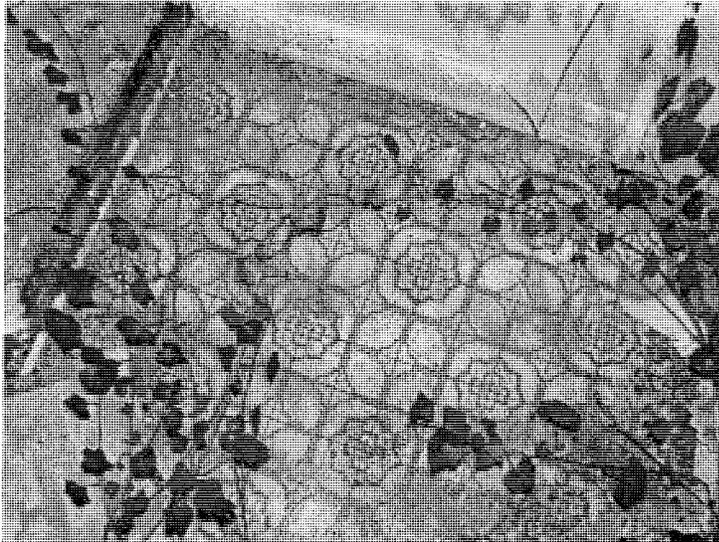
State regulations require that anyone involved in asbestos abatement, with the exception of roofing materials, be a licensed asbestos abatement contractor.

Specific

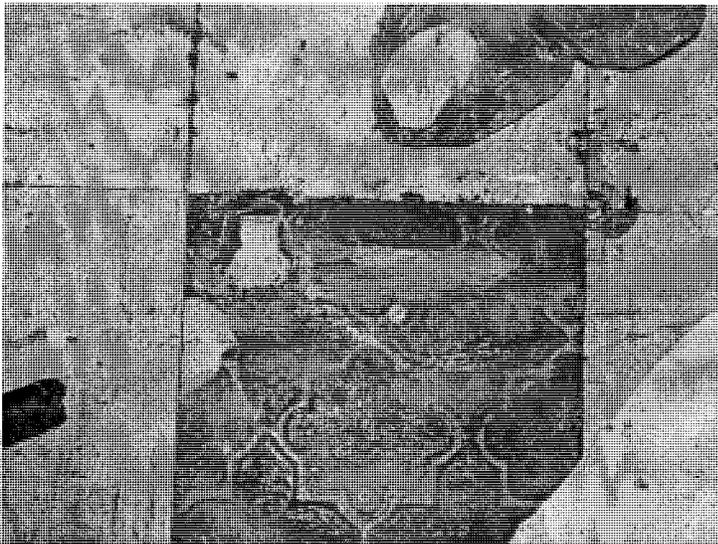
NESI recommends that a third party environmental consulting firm oversee abatement activities and provide documentation of conformity with current federal, state and local regulations.

Linoleum

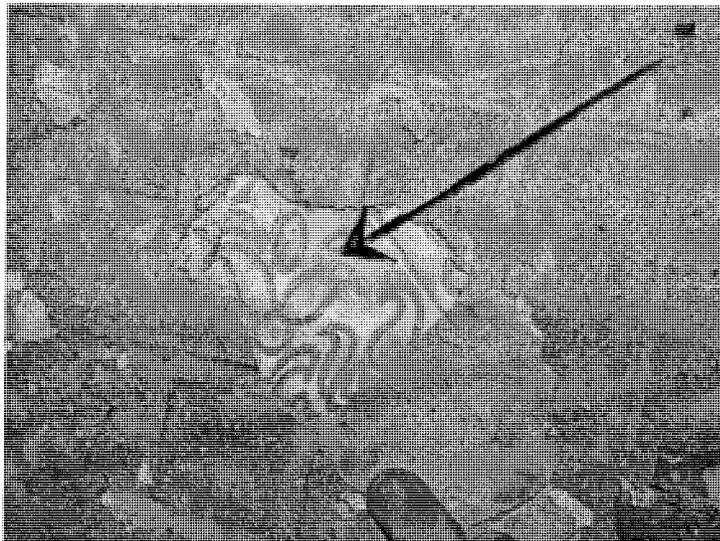
The linoleum floor coverings are defined by the EPA as friable materials, and were observed to be in poor condition. These materials must be removed by a licensed asbestos abatement contractor prior to conducting demolition activities.



34D-KBL-01/02 ACM Linoleum



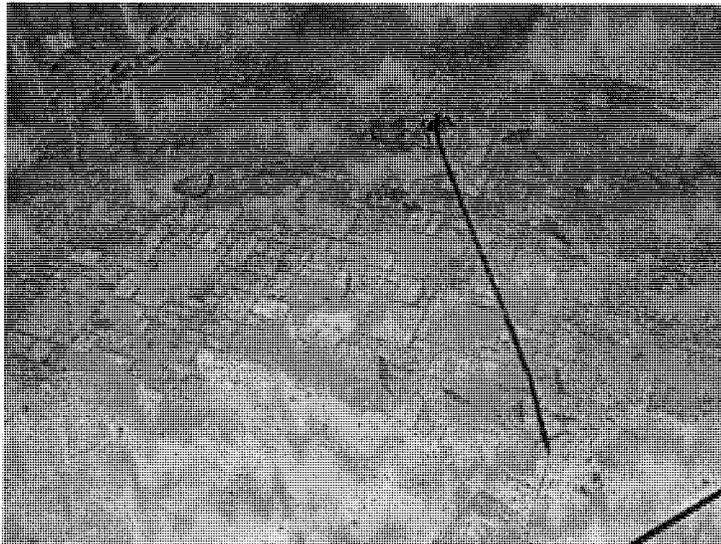
ACM Linoleum Present under Non-ACM Floor Tile



36C- ACM Linoleum under non-ACM linoleum (assumed to be original linoleum - located throughout units under layers of non-ACM linoleum)



ACM linoleum under Carpet in Kitchen



**Brown Square Pattern Linoleum
- 50% Chrysotile**



**Non-ACM Marble Finish
Linoleum - over 36C (Original
Linoleum)**

Drywall Systems

The joint compound layer within the subject drywall wall and ceiling systems identified throughout is classified by the EPA as a friable asbestos containing material. This material must be removed by a licensed asbestos abatement contractor prior to disturbance (i.e.: renovation or demolition). This material was found to contain between 0.75%-2.25% Chrysotile by Point Count.

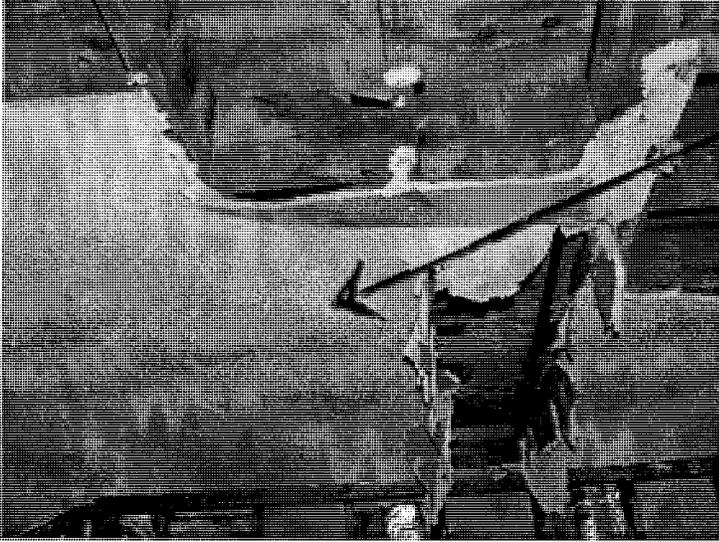


Typical interior of unit - with dilapidated asbestos Joint Compound and Textured Ceiling Material.

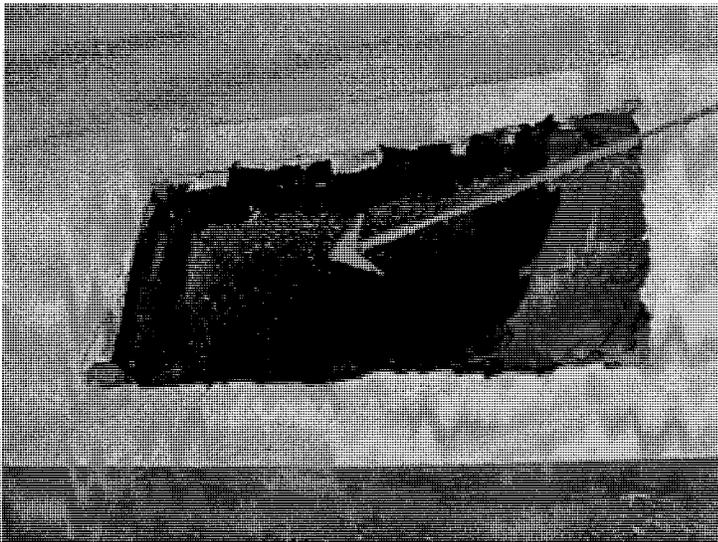


Textured Ceiling Material

The textured ceiling material identified throughout is classified by the EPA as a friable asbestos containing material. This material must be removed by a licensed asbestos abatement contractor prior to disturbance (i.e.: renovation or demolition). This material was found to contain between 1.75%-4.25% Chrysotile by Point Count.



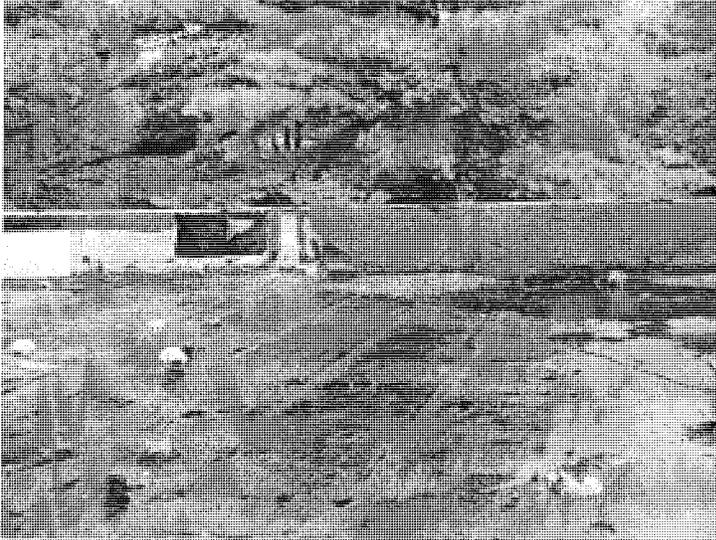
Typical Textured Ceiling material located throughout units.



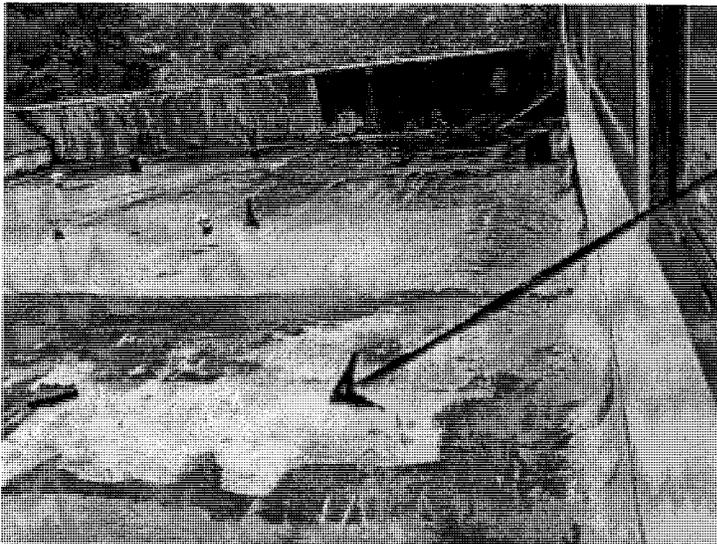
Overspray of textured ceiling material noted in HVAC duct work.

Roofing

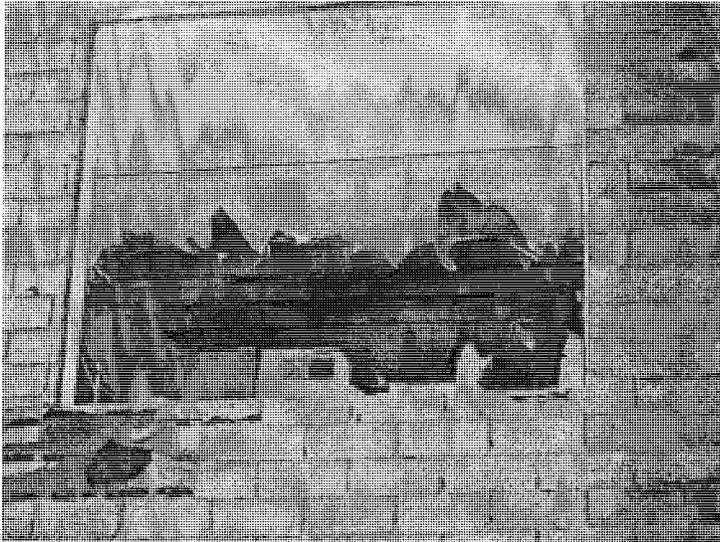
The asbestos containing roofing materials, are defined by the EPA as Category I non-friable materials. Asbestos containing roofing materials may be properly removed and disposed of by a State of Georgia licensed roofing contractor knowledgeable and certified to conduct removal of asbestos-containing bituminous roofing materials.



Typical ACM Roof with multiple layers, and patches



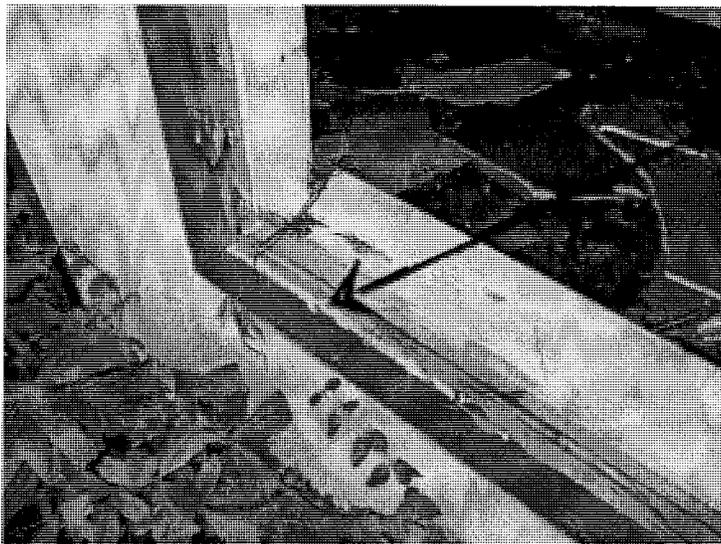
Asbestos Containing Silver Paint



Non-Asbestos Containing Shingles located on Gable Ends.



Some Structures have suffered extensive damage and may not be structurally sound.



Window Caulk

The asbestos-containing window caulk, which was observed in limited areas around openings, is, by EPA definition, a friable material. This material must be removed by a licensed asbestos abatement contractor prior to disturbance (i.e.: renovation or demolition).



Black Mastic/Glue Dots

The black glue dots are, by EPA definition, a Category I non-friable material. This material was assumed to be ACM as it is located on Asbestos Containing Drywall/Compound.

LIMITATIONS AND CONDITIONS

As a result of previous renovations, there may be hidden materials, such as floor tile, sheet vinyl flooring, etc. These materials may be found in various areas hidden under existing flooring materials. Any materials found during construction activities similar to the ACM identified in this survey report should be assumed to be ACM.

Because of the hidden nature of many building components (i.e. within mechanical chases), it may be impossible to determine if all of the suspect building materials have been located and subsequently tested. Destructive testing in some instances is not a viable option. We cannot, therefore, guarantee that all potential ACM has been located. For the same reasons, estimates of quantities and/or conditions are subject to readily apparent situations, and our findings reflect this situation. We do warrant, however, that the investigations and methodology reflect our best efforts based upon the prevailing standard of care in the environmental industry.

The information contained in this report was prepared based upon specific parameters and regulations in force at the time of this report. The information herein is only for the specific use of the client and NESI. NESI accepts no responsibility for the use, interpretation, or reliance by other parties on the information contained herein, unless written authorization has been obtained from NESI.

Bldg. 36

106 "A"	100 "B"
104 "D"	102 "C"

Bldg. 35

116 "B"	110 "C"
114 "A"	112 "D"

Units 110/112 - Recent Renovation -
New Drywall Throughout

Bldg. 34

126 "B"	120 "C"
124 "A"	122 "D"

Bldg. 34 - Different Construction -
Homogenous areas not uniform with rest of complex
However, ACM is homogenous with other units.

Bldg. 33

136 "B"	130 "C"
134 "A"	132 "D"

Bldg. 32

146 "B"	140 "C"
144 "A"	142 "D"

Bldg. 31

156 "B"	150 "C"
154 "A"	152 "D"

Summertree Lane

Summertree Court

103 "D"	105 "A"
101 "C"	107 "B"

Bldg. 25

113 "D"	115 "A"
111 "C"	117 "B"

Bldg. 26

123 "D"	125 "A"
121 "C"	127 "B"

Bldg. 27

133 "D"	135 "A"
131 "C"	137 "B"

Bldg. 28

143 "D"	145 "A"
141 "C"	147 "B"

Bldg. 29

153 "D"	155 "A"
151 "C"	157 "B"

Bldg. 30

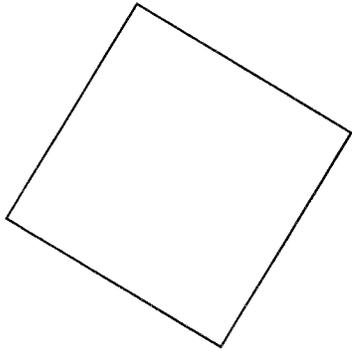
Summertree Apartments

122 Summertree Lane

Riverdale, Ga. 30296

Southern Portion of Complex

Summertree Lane



Clubhouse

Bldg. 24

106 "B"	100 "C"
"A" 104	"D" 102

Bldg. 23

116 "B"	110 "C"
"A" 114	"D" 112

Bldg. 22

"A" 124	"B" 126
"D" 122	"C" 120

Aspenwood Drive

Bldg. 19

"D" 103	"A" 105
"C" 101	"B" 107

Bldg. 20

"D" 113	"A" 115
"C" 111	"B" 117

Bldg. 21

"D" 123	"A" 125
"C" 121	"B" 127

Summertree Apartments
122 Summertree Lane
Riverdale, Ga. 30296

Northern Portion of Complex

Building 19

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
19- TC-01	Textured Ceiling	Throughout Building 19	5% Chrysotile	F	N/A	Y
19 - JC-01	Drywall/Joint Compound	Throughout Building 19	See Below	F	N/A	Y
19 - RR1-01/02	Rolled Roof w/ Silver paint	Carport	NAD	N/A	N/A	N/A
19 - FR-01/02	Felt- Bottom Layer	Roof - Bottom Layer	NAD	N/A	N/A	N/A
19 - FRS-01/02	Flat Roof w/ Green Flake	Roof	NAD	N/A	N/A	N/A
19 - FFR1-01/02	Felt - Below Rolled Roof	Roof - 2nd Layer	NAD	N/A	N/A	N/A
19 - RFR-01/02	2nd Layer from Top - Rolled Roof	Roof	NAD	N/A	N/A	N/A
19 - RS1-01/02	Black Shingle w/ Tar Backing	Roof	NAD	N/A	N/A	N/A
19 - PF-01/02	Penetration Flashing	Roof	15% Chrysotile	NF	I	N/A
19 - RF-01/02	Felt - Under Black Shingle	Roof	NAD	N/A	N/A	N/A
19 - AR-01/02	Asphalt Roof	Carport and Roof under layers	NAD	N/A	N/A	N/A
19 - PW -01/02	Parapet Wall	Roof	NAD	N/A	N/A	N/A
19 - TRR-01/02	Rolled Roof	1/2 of Roof	NAD	N/A	N/A	N/A
19A/19B/19C/19D JC-01	Joint Compound	Throughout Building 19	2% Chrysotile	F	N/A	Y

Building 20

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. /II	RACM
20D- TC-01	Textured Ceiling	Throughout Building 20	5% Chrysotile	F	N/A	Y
20D - DW-01	Drywall/Joint Compound	Throughout Building 20	2% Chrysotile	F	N/A	Y
20A - FL- 01/02	Tan wood grain Linoleum	Kitchen and Dining	NAD	N/A	N/A	N/A
20 RR-01/02	Black Rolled Roof	Roof	NAD	N/A	N/A	N/A
20 - R-01/02	Black Rolled Roof	2nd Layer - Roof	NAD	N/A	N/A	N/A
20 - RF-01/02	Roof Felt under Flat Roof Shingle	Roof	NAD	N/A	N/A	N/A
20 - RS-01/02	Black Shingle w/ small wood fleck	Roof	NAD	N/A	N/A	N/A
20 - SF-01/02	Shingle Felt	Roof	NAD	N/A	N/A	N/A
20C - FI-01/02	Tan w/ Thick Lines Linoleum	Kitchen	NAD	N/A	N/A	N/A

Building 21

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
21D- TC-01	Textured Ceiling	Throughout Building 21	5% Chrysotile	F	N/A	Y
21C - DW-01	Drywall/Joint Compound	Throughout Building 21	2% Chrysotile	F	N/A	Y
21 - FR-01/02	Roof Felt	Under Shingle	NAD	N/A	N/A	N/A
21A - FT-01/02	12X12 Brown FT	Unit A	NAD	N/A	N/A	N/A
21D - FL-01/02	Tan w/ Green Linoleum	Bottom Layer	30% Chrysotile	F	N/A	Y
21C- FI-01/02	Tan w/ Diamond Center Linoleum	2nd Floor Bathroom	NAD	N/A	N/A	N/A
21 - FR-01/02	Flat rolled roof	Roof	NAD	N/A	N/A	N/A
21 - RF- 01/02	Felt Under FR-01	Roof	NAD	N/A	N/A	N/A
21A - BFT-01/02	12x12 Green w/ Tan Border	2nd Floor and Bathroom	NAD	N/A	N/A	N/A
21 PF-01/02	Penetration Flashing	Roof	10% Chrysotile	NF	I	N
21 RS-01/02	Black Roof Shingle	Roof	NAD	N/A	N/A	N/A

Building 22

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
DW1 22D	Drywall/Joint Compound	Throughout Building 22	2% Chrysotile	F	N/A	Y
TC1 22A	Textured Ceiling	Throughout Building 22	NAD	N/A	N/A	N/A
SC-01 22C	Stippled Ceiling	Throughout Building 22	NAD	N/A	N/A	N/A

Roofing Material Homogenous with other Buildings

This building was occupied by vagrants at the time of our inspection.

Building 23

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
23C- TC-01	Textured Ceiling	Throughout Building 23	3% Chrysotile	F	N/A	Y
23D- DW-01	Drywall/Joint Compound	Throughout Building 23	3% Chrysotile	F	N/A	Y
23 - PW-01/02	Parapet Wall	Roof and carport	10% Chrysotile	NF	I	N
23- RRS-01/02	Red Roof Shingle	Roof	NAD	N/A	N/A	N/A
23 - BRS-01/02	Black Shingle w/ Grey Rolled Roof	Roof	NAD	N/A	N/A	N/A
23 RF-01/02	Roof Field w/ Tar	Roof	NAD	N/A	N/A	N/A
23A - FL-01/02	Wood grain floor linoleum	Throughout	NAD	N/A	N/A	N/A

Building 24

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
24A- TC-01	Textured Ceiling	Throughout Building 24	3% Chrysotile 2% by Point Count	F	N/A	Y
24A - JC-01	Joint Compound	Throughout Building 24	2% Chrysotile 1.25% by Point Count	F	N/A	Y
24A- FL-01/02	Brown Linoleum w/Tan Lines	Downstairs Bathroom	NAD	N/A	N/A	N/A
24A- LF-01/02	Tan Square Linoleum	Kitchen - Tan Marble Finish	NAD	N/A	N/A	N/A
24- UB-01/02	Green / Small Yellow Squares Linoleum	2nd Floor Bathroom	40% Chrysotile	F	N/A	Y
24D-FT-01/02	12x12 Marble Finish FT	2nd Floor Bathroom	NAD	N/A	N/A	N/A
24D- DW-1	Drywall/Joint Compound	Throughout Building 24	NAD	N/A	N/A	N/A
24D-LF-01/02	Tan w/ Green Design Linoleum	Living Room -Random	40% Chrysotile	F	N/A	Y

*

Building 25-
Unit 105 (A), Unit 107 (B), Unit 101 (C), Unit 103 (D)

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
DW1 25D	Drywall/Joint Compound	Throughout Building 25	2% Chrysotile	F	N/A	Y
TC1 25A	Textured Ceiling	Throughout Building 25	5% Chrysotile	F	N/A	Y
25-ORS-01/02	Original Black/Rust Shingle Roof	Roof	NAD	N/A	N/A	N/A
25-FRT-01/2	Flat Roof Field w/ Silver paint	Roof	Layer 1: 5% Chrysotile	NF	I	N
25-RS-01/02	Roof Shingle -Black w/Red and White Specs	Roof	NAD	N/A	N/A	N/A
25-RSF-01/02	Roof Shingle Felt	Roof	NAD	N/A	N/A	N/A
25-FRB-01/02	Roof Field- Built Up Asphalt Roof	Roof	NAD	N/A	N/A	N/A
25-FLL-01/02	12x12 Tan Floor Tile		NAD	N/A	N/A	N/A
25-PW-01/02	Parapet Wall _ Rolled Roof Black w/ White Specs	Roof	NAD	N/A	N/A	N/A
25-PF-01/02	Penetration Flashing - Ridge Caps and Pens	Roof	5% Chrysotile	NF	I	N
25-PWF-01/02	Parapet Wall Felt	Roof	NAD	N/A	N/A	N/A
25-BFL-01/02	Blue Flower Pattern Linoleum		NAD	N/A	N/A	N/A


 Building 26-
 Unit 115 (A), Unit 117 (B), Unit 111 (C), Unit 113 (D)

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
DW1 26B	Drywall/Joint Compound	Throughout Building 26	See Below	F	N/A	Y
TC1 26A	Textured Ceiling	Throughout Building 26	See Below	F	N/A	Y
SC-01 26C	Stippled Ceiling	Throughout Building 26	NAD	N/A	N/A	N/A
26-RR-01/02	Rolled Roof - Black w/Grey	Roof	NAD	N/A	N/A	N/A
26-RS-01/02	Black Roof Shingle	Roof	NAD	N/A	N/A	N/A
26A/26D TC-01-02	Textured Ceiling	Throughout Building 26	5% Chrysotile	F	N/A	Y
26A/26B/26D JC-01	Joint Compound	Units A, B and D	2% Chrysotile	F	N/A	Y
26D JC-01	Joint Compound	Unit D	NAD	N/A	N/A	N/A
26-FR-01/02	Flat roof w/ Silver Paint	Roof	Layer 1: 5% Chrysotile	NF	I	N
26B-FR-01/02	Bottom Asphalt Flat Roof	Roof	NAD	N/A	N/A	N/A
26D-FL-01/02	Tan Linoleum w/ thin Gray lines	Unit D	NAD	N/A	N/A	N/A
26A-FT-01/02	12x12 Floor tile w/ Mastic	Unit A	NAD	N/A	N/A	N/A
26-RF-01/02	Roof Felt	Roof	NAD	N/A	N/A	N/A
26-PF-1/02	Penetration Flashing	Penetrations and Ridge Caps	15% Chrysotile	NF	I	N

Building 27 -
Unit 125 (A), Unit 127 (B), Unit 121 (C), Unit 123 (D)

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
DW1 27D	Drywall/Joint Compound	Throughout Building 27	2% Chrysotile	F	N/A	Y
TC1 27D	Textured Ceiling	Throughout Building 27	Layer 1: 5% Chrysotile Layer 2: 2% Chrysotile	F	N/A	Y
27- PW-01/02	Parapet Wall - W/Silver Paint	Roof	NAD	N/A	N/A	N/A
27-PW1-01/02	Parapet Wall - 2nd Layer	Roof	NAD	N/A	N/A	N/A
27-FR-01/02	Flat roof- Silver paint on top	Roof - layer #1	NAD	N/A	N/A	N/A
27-RF-01/02	2nd layer - Flat roof	Roof -1/16 Square pattern	NAD	N/A	N/A	N/A
27-F-01/02	Felt - Field	Paper- On wood Substrate	NAD	N/A	N/A	N/A
27-PF-01/02	Penetration Flashing	Roof	10% Chrysotile	NF	I	N
27-RSB-01/02	Black Roof Shingle	Top Layer- Solid Black	NAD	N/A	N/A	N/A
27- ORS-01/02	Black Original Shingle	Hard Shingle- Tar Backing	NAD	N/A	N/A	N/A
27- ORF-01/02	Original Roof Felt	Roof	NAD	N/A	N/A	N/A
27D-FT-01/02	12x12 Linoleum - Blue Flower	Kitchen - Tan Tile	NAD	N/A	N/A	N/A
27D-FL-01/02	12x12 tan LF	Tan Floor Tile	NAD	N/A	N/A	N/A
27D-FLL-01/02	Tan Floor Linoleum	Unit D	NAD	N/A	N/A	N/A

Building 28 -
Unit 135 (A), Unit 137 (B), Unit 131 (C), Unit 133 (D)

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
DW1 28D	Drywall/Joint Compound	Throughout Building 29	2% Chrysotile	F	N/A	Y
TC1 28D	Textured Ceiling	Throughout Building 29	5% Chrysotile	F	N/A	Y
28- PW-01/02	Parapet Wall	Roof	NAD	N/A	N/A	N/A
28-PF-01/02	Penetration Flashing	Roof	NAD	N/A	N/A	N/A
28- FR-01/02	Asphalt Roof - Typical of other roofs	Roof	10% Chrysotile	NF	I	N
28-RS-01/02	Tan/Brown Shingle	Roof	NAD	N/A	N/A	N/A
28- RF-01/02	Felt	Roof	NAD	N/A	N/A	N/A
28-D-FLL-01/02	Tan marble linoleum - Light Tan lines	Unit D	NAD	N/A	N/A	N/A
28A-FLL-01/02	12x12 Tan marble FT	Unit A	NAD	N/A	N/A	N/A
28D-FL-01/02	12x12 Tan marble FT w/ Thick Brown Lines	Unit D	NAD	N/A	N/A	N/A
28A-FL-01/02	Linoleum - Dark Brown w/ Wood Grain Look	Unit A	NAD	N/A	N/A	N/A

Building 29 -
Unit 145 (A), Unit 147 (B), Unit 141 (C), Unit 143 (D)

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
DW1 29D	Drywall/Joint Compound	Throughout Building 29	3% Chrysotile	F	N/A	Y
TC1 29D	Textured Ceiling	Throughout Building 29	5% Chrysotile	F	N/A	Y
29A- FT-01/02	12x12 Tan Linoleum	1st Floor Bath	NAD	N/A	N/A	N/A
29 B/D - Kitchen	Tan/Brown Linoleum (Possible original Material)	Kitchen	32C Sample	F	N/A	Y
29 B- Laundry	Tan/Brown Linoleum (Possible original Material)	Laundry	32C Sample	F	N/A	Y
29 B- Bath	Tan/Brown Linoleum (Possible original Material)	2nd Floor Bathroom	32C Sample	Y	N/A	Y
29C- FT-01/02	12x12 Linoleum - Tan w/ Black Diamonds	Unit C	NAD	N/A	N/A	N/A
29D-LF-01/02	Tan/Brown Square Linoleum	Unit D	NAD	N/A	N/A	N/A
29D-FI-01/02	Marble - W/Grey Border Linoleum	Unit D	NAD	N/A	N/A	N/A
29-AR-01/02	Asphalt Roof w/Rock	Roof	NAD	N/A	N/A	N/A
29- PW-01/02	Parapet Wall	Roof	NAD	N/A	N/A	N/A
29-RRS-01/02	Red Roof Shingle	Roof	NAD	N/A	N/A	N/A
29-GRS-01/02	Green Roof Shingle	Roof and Debris Pile	NAD	N/A	N/A	N/A
29-BRS-01/02	Black Roof Shingle	Roof	NAD	N/A	N/A	N/A
29C-FL-01/02	Tan Linoleum	Unit C	NAD	N/A	N/A	N/A

Building 30 -
Unit 155 (A), Unit 157 (B), Unit 151 (C), Unit 153 (D)

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
DW1 30/30A	Drywall/Joint Compound	Throughout Building 30	2% Chrysotile	F	N/A	Y
TC1 30A	Textured Ceiling	Throughout Building 30	3% Chrysotile	F	N/A	Y
30A-FI-01/02	Tan Linoleum	Bathroom	NAD	N/A	N/A	N/A
30A/B/C/D - Kitchen	Tan/Brown Linoleum (Possible original Material)	Kitchen	30% Chrysotile	F	N/A	Y
30A/B/C/D- Laundry	Tan/Brown Linoleum (Possible original Material)	Laundry	30% Chrysotile	F	N/A	Y
30A/B/C/D- Bath	Tan/Brown Linoleum (Possible original Material)	2nd Floor Bathroom	30% Chrysotile	F	N/A	Y
30B-FL-01/02	Tan w/ Turquoise	1st Floor Bathroom	50% Chrysotile	F	N/A	Y
30D-FT-01/02	12x12 FT Grey/Marble	Downstairs Bathroom	NAD	N/A	N/A	N/A
30 - BRS-01/02	Black Room Shingle	Roof	NAD	N/A	N/A	N/A
30- RF-01/02	Roof Flashing	Roof	NAD	N/A	N/A	N/A
30- RRS-01/02	Red Roof Shingle	Roof	NAD	N/A	N/A	N/A
30- AR-01/02	Roofing Asphalt - Rock/Tar	Roof	NAD	N/A	N/A	N/A
30 - GRS-01/02	Green Roof Shingle	Debris Pile	NAD	N/A	N/A	N/A

Building 31 -
Unit 154 (A), Unit 156 (B), Unit 150 (C), Unit 152 (D)

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
DW1 31A	Drywall/Joint Compound	Throughout Building 31	1% Chrysotile	F	N/A	Y
TC1 31A	Textured Ceiling	Throughout Building 31	5% Chrysotile	F	N/A	Y
31A-FL-01/02	Tan Linoleum w/Thick Tan Lines	Downstairs Bath	NAD	N/A	N/A	N/A
31A-LF-01/02	Tan/Clay Linoleum	Upstairs Bath	NAD	N/A	N/A	N/A
31A- KL-01/02	Tan w/ Clay Design Linoleum	Kitchen	NAD	N/A	N/A	N/A
31B-FL-01/02	Brown Linoleum with Thick Dark Brown Lines - Random	Kitchen	25% Chrysotile	F	N/A	Y
31C- FT-01/02	12x12 Linoleum - Grey/Black	Kitchen - Over 32C Sample	30% Chrysotile	F	N/A	Y
31D- FT-01/02	12x12 Grey/Tan Design	Downstairs Bath	NAD	N/A	N/A	N/A
31D- KF-01/02	Black/White 12x12 Linoleum	Kitchen	NAD	N/A	N/A	N/A
31- AR-01/02	Asphalt roof	Carport	NAD	N/A	N/A	N/A
31-FR-01/02	Flat Roof Field	Roof	NAD	N/A	N/A	N/A
31- PW-01/02	Parapet Wall	Roof	NAD	N/A	N/A	N/A
31-RS-01/02	Black w/White and Grey Spec Shingle	Roof	NAD	N/A	N/A	N/A
31 - RF-01/02	Roof Field	Roof	NAD	N/A	N/A	N/A

Building 32 -
Unit 144 (A), Unit 146 (B), Unit 140 (C), Unit 142 (D)

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
JC1 32A/32B/32C/32D	Joint Compound	Throughout Building 32	32A/32B/32C/32D - 2% Chrysotile	F	N/A	Y
TC1 32A/32B/32C	Textured Ceiling	Throughout Building 32	32A/32B/32C/32D - 5% Chrysotile	F	N/A	Y
DW1 32A/32B/32C/32D	Drywall	Throughout Building 32	32C- 2% Chrysotile 32D- Layer 1 - 5% Chrysotile Layer 3 - 2% Chrysotile	F	N/A	Y
32A-FL-01/02 32B-FL-01/02 32C-FL-01/02	Tan/Brown Linoleum (Possible original Material)	Kitchen - Units 32 A,B Kitchen Bottom Layer- Unit 32C	30% Chrysotile	F	N/A	Y
32A-LF-01/02	Light Tan Square Linoleum	Bathroom	32C Sample	F	N/A	Y
32D-LF-01/02	Tan/Brown Marble Linoleum	Top Layer - Kitchen	NAD	N/A	N/A	N/A
32D-FL-01/02	Grey Marble Linoleum	Middle Layer Kitchen	NAD	N/A	N/A	N/A
32D-FB-01/02	Light Tan/Tan Linoleum	Bottom Layer - Kitchen	NAD	N/A	N/A	N/A
32 CPA - 01/02	Asphalt Shingle	Carport	Missing	N/A	N/A	N/A

Building 33 -
Unit 134 (A), Unit 136 (B), Unit 130 (C), Unit 132 (D)

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. I/II	RACM
JC1 33/33B/33C/33D	Joint Compound	Throughout Building 33	2% Chrysotile 33B/33D - <1% Chrysotile	F	N/A	Y
TC1 33/33B/33C/33D	Textured Ceiling	Throughout Building 33	3% Chrysotile	F	N/A	Y
DW1 33/33B/33C/33D	Drywall	Throughout Building 33	2% Chrysotile	F	N/A	Y
33A-FL-01/02	Tan/Brown Linoleum	Kitchen	32C Sample	F	N/A	Y
33A-DFL-01/02	Tan Linoleum	Dining Room	NAD	N/A	N/A	N/A
33B-KFL-01/02	Brown Square Pattern	Kitchen	50% Chrysotile	F	N/A	Y
33B-BFL-01/02	Brown w/Brown Pattern Linoleum	Bathroom Patch	50% Chrysotile	F	N/A	Y
33B-LF-01/02	Tan/Grey Clouds	Bathroom	NAD	N/A	N/A	N/A
33C-KLF-01/02	Tan Square w/ Designs Linoleum	Kitchen - Top Layer	NAD	N/A	N/A	N/A
33C-BFL-01/02	Dark Brown Linoleum	Kitchen - Bottom Layer	32C Sample	F	N/A	Y
33C-TFL-01/02	Tan Large Square Linoleum	Bathroom	NAD	N/A	N/A	N/A
33C-RFL-01/02	Rose pattern Linoleum	Bathroom #2	NAD	N/A	N/A	N/A
33D-KLF-01/02	12X12 Linoleum w/ Flower Diamond Pattern	Kitchen	NAD	N/A	N/A	N/A
33-CR-01/02	Asphalt Roof	Carport	NAD	N/A	N/A	N/A
33-RRS-01/02	Grey Rolled Roof	Roof	NAD	N/A	N/A	N/A
33-AS-01/02	Black Asphalt Shingle	Roof	NAD	N/A	N/A	N/A
33-FRS-01/02	Flat Roof System	Roof	NAD	N/A	N/A	N/A

Building 34 -
Unit 124 (A), Unit 126 (B), Unit 120 (C), Unit 122 (D)

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. III	RAGM
JC1 34/34B/34C/34D	Joint Compound	Throughout Building 34	2% Chrysotile	F	N/A	Y
TC1 34/34B/34C/34D	Textured Ceiling	Throughout Building 34	3% Chrysotile by Point Count: 1.75%	F	N/A	Y
DW1 34/34B/34C/34D	Drywall	Throughout Building 34	2% Chrysotile 34B: NAD	F	N/A	Y
34A-MM-01/02	Black Mirror Mastic	Behind Mirrors	Sample Held	NF	I	N
34A-SS-01/02	Slip Sheet - Under Ceramic Tile	Bathroom	NAD	N/A	N/A	N/A
34A-WC-01/02	Window Caulk	Windows	3% Chrysotile	F	N/A	Y
34C-FT-01/02	12x12 Brown Floor Tile	Unit C	NAD	N/A	N/A	N/A
34C-BFT-01/02	Blue w/Black Spec FT	Bottom Layer	NAD	N/A	N/A	N/A
34D-FT-01/02	White/Tan 12x12 Ft	Unit D	NAD	N/A	N/A	N/A
34D-LFT-01/02	12x12 Tan w/Grey Border Linoleum Squares	Unit D	Not Analyzed	F	N/A	Y
34D-KTL-01/02		Kitchen Top Layer	NAD	N/A	N/A	N/A
34D-KBL-01/02	Brown Linoleum	Kitchen Bottom Layer	32C Sample	F	N/A	Y
34-RS-01/02	Flat Roof Field	Roof	NAD	N/A	N/A	N/A
34-SR-01/02	Brown/Rust Roof Shingle	Roof - w/White Fleck	NAD	N/A	N/A	N/A
34-BR-01/02	Brown Roof Shingle	Roof	NAD	N/A	N/A	N/A
34-PW-01/02	Parapet Wall	Roof	NAD	N/A	N/A	N/A
34-RP-01/02	Roof Penetrations	Roof	10% Chrysotile	NF	I	N

Building 35 Unit 114 (A), Unit 116 (B), Unit 110 (C), Unit 112 (D)

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. /I/	RACM
JC1 35A/35B/35C/35D	Joint Compound	Throughout Building 35	35A - 2% Chrysotile 35B - 2% Chrysotile 35C - NAD 35D - NAD	F	N/A	Y
TC1 35A/35B/35C/35D	Textured Ceiling	Throughout Building 35	35A- 5% Chrysotile 35B - NAD	F	N/A	Y
DW1 35A/35B/35C/35D	Drywall	Throughout Building 35	35A - 2% Chrysotile 35B - NAD 35C - NAD	F	N/A	Y
35A- FI-1 35A- FI-2	Tan/Brown Square Linoleum 9x9 Design	Downstairs Bath Unit 104	NAD	N/A	N/A	N/A
35A- LFL-1 35A- LFL-2	Grey Marble Linoleum	Upstairs Bath Unit 104	NAD	N/A	N/A	N/A
35B-FLT-01 35B-FLT-02	Tan with Brown Design Linoleum - Top Layer	Kitchen Top Layer Bath Unit 106	NAD	N/A	N/A	N/A
35B-LFB-1 35B-LFB-2	Light Brown Design Linoleum - Bottom Layer	Kitchen Bottom Layer - Unit 106	Not Analyzed	F	N/A	Y
35- CPR-01/02	Built up Roof	Roof - Building 35	NAD	N/A	N/A	N/A
35-RS-01/02	Brown Roof Shingle	Top Layer - Partial Coverage	NAD	N/A	N/A	N/A
35-ORS-01/02	Original Black Room	Bottom Layer	NAD	N/A	N/A	N/A
35-Rf-01/02	Roof Felt	Roof -	NAD	N/A	N/A	N/A
35-WRP-01/02	White Roof Patch	Patches on Roof	5% Chrysotile	NF	I	N
35-SRP-01/02	Silver Roof Patch	Patches on Roof	Layer 3: 10-15% Chrysotile	NF	I	N
35-RP-01/02	Rolled Asphalt Patch	Patches on Roof	15% Chrysotile	NF	I	N
35-RRS-01/02	Rolled Roof Field	Roof -Building 35	5% Chrysotile	NF	I	N

Building 36 - Unit 104 (A), Unit 106 (B), Unit 107 (C), Unit 108 (D)

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. /II	RACM
JC1 36/36B/36C/36D	Joint Compound	Throughout Building 36	A/B/D 2% Chrysotile 36C - <1% Chrysotile	F	N/A	Y
TC1 36/36B/36C/36D	Textured Ceiling	Throughout Building 36	5% Chrysotile	F	N/A	Y
DW1 36/36B/36C/36D	Drywall	Throughout Building 36	A/B/D 2% Chrysotile 36C - <1% Chrysotile	F	N/A	Y
36B- FT01/02	12X12 Floor Tile - Wood Design	Kitchen and Entry	NAD	N/A	N/A	N/A
36C - SC-01	Stippled Ceiling	Living Room	NAD	N/A	N/A	N/A
36C- FT-01/02	12x12 Green FT w/ Grey	Kitchen and Bath	NAD	N/A	N/A	N/A
36C- FI-01/02	Tan w/Green Spots Linoleum	Kitchen Bottom Layer	30% Chrysotile	F	N/A	Y
36D- GFT-01/02	Green 12x12 Floor Tile	Upstairs Bath	NAD	N/A	N/A	N/A
36D-TFT-01/02	Tan 12x12 Floor Tile	Downstairs Bath	NAD	N/A	N/A	N/A
36D-BFL-01/02	Tan/Green Linoleum	Kitchen Bottom Layer	36C-FL-01	F	N/A	Y
36D-MFL-01/02	Rusty Brown Design Linoleum	Kitchen Middle Layer	NAD	N/A	N/A	N/A
35D-TT-01/02	12x12 Floor Tile - Top Layer	Kitchen	NAD	N/A	N/A	N/A
36 - RF-01/02	Black Roof Felt	Roof	NAD	N/A	N/A	N/A
36-RST-01/02	Brown Roof Shingle	Top Layer	NAD	N/A	N/A	N/A
36-RS-01/02	Black Roof Shingle	Bottom Layer	NAD	N/A	N/A	N/A
36-PF-01/02	Rolled Parapet Roofing	Patch on Right side - w/Silver paint	3% Chrysotile	NF	I	N
36-FR-01/02	Flat Roof Field - w/ Silver paint	Roof	3% Chrysotile	NF	I	N
36-RP-01	Roof Penetrations	Roof	Layer 1: 3% Chrysotile Layer 2: 5% Chrysotile	NF	I	N
36-WC-01/02	Window Caulk	Apt 102 an 104 - Minimal Amts	5% Chrysotile	F	N/A	Y
36-RRS-01/02	Red/Brown roof Shingle	Roof	NAD	N/A	N/A	N/A

Clubhouse

Sample ID	Description	Location	Asbestos Content	F/NF	Cat. III	RACM
CH - DW-01	Drywall/Joint Compound	Throughout Clubhouse	2% Chrysotile	F	N/A	Y
CH - TC-01	Textured Ceiling	Throughout Clubhouse	5% Chrysotile	F	N/A	Y
CH - JC-01	Joint Compound	Throughout	2% Chrysotile	F	N/A	Y
CH - RS-01/02	Brown Red Shingle	Roof	NAD	N/A	N/A	N/A
CH - RF-01/02	Roof Felt	Roof	NAD	N/A	N/A	N/A
CH - GLF-01	Grey Linoleum Marble	Kitchen	40% Chrysotile	F	N/A	Y
CH - RLF-01/02	Red Linoleum w. Tan pattern	Both Bathrooms	40% Chrysotile	F	N/A	Y
CH- MLF-01/02	Marble Linoleum	Entry	40% Chrysotile	F	N/A	Y

#19

0908439

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Suwanee-Ga 30071

Vertical Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobil #: 404.483.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30071

Fax Results to: Beverly B Campbell
 Fax #: 706.932.1226
 E-mail Results: nationalemv@comcast.com

Relinquished:
 Date/Time: 8/25-09 13:20
 Received:
 Date/Time: 8/25-09 13:20

PLM Bulk 000
 EPA 600/3-65/16
 EPA Point Count
 Other

Project Name/Number: 09-992
 Special Instructions: Positive stop

Site address: Build 101

TURNS AROUND TIME
 0-3 Hours 0-6 Hours 0-1 Day 0-2 Days 0-5 Days 0-10 Days

H.A.	Samples (A,B,C)	H.A. Description	Location	Quantity	Filable Y/N	Condition Sd., Fr. Pr.
19	RR1	Rollad Roof Black	Ceiling			✓
19	RR2	Silver + Green Paint				✓
19	FR1	Felt - Bottom Roof layer	Bottom layer			✓
19	FR2	Top of Asphalt				✓
19	FRS1	Felt Roof - Shingle layer	Roof			✓
19	FRS2	Green Elake				✓
19	FFR1	Felt				✓
19	FFR2					✓
19	RFR1	2nd Floor top layer				✓
19	RFR2	Rollad Roof				✓

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum, WB = Wallboard/Sheet-Rock/Join-Compound,
 RF = Roofing, TSI = Thermal System Insulation

M = Msc. (Slab Mastic, Cove Base Mastic, Transit, Etc.),
 S = Surfacing

Lab 3

0908739

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Santee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 676.524.0203
 Mobil #: 404.489.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Santee-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 708.892.1228
 E-mail Results: nationalenviro@necol.com

Retrieved: _____
 Date/Time: _____

Received: _____
 Date/Time: _____

TURNAROUND TIME: 0.3 Hours 0.6 Hours 0.1 Day 0.2 Days 0.5 Days 0.6-1.0 Days

ELM Bulk
 EPA 600/R-62/116
 EPA Point Count:
 Other: 00

Project Name/Number: 09-982
 Special Instructions: Positive stop

Site address: Building 19

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition Sd., Fr., Pr.
19	RS1	Black Shingle - original	Black - near Brake -			✓
19	RS2	↓	↓			✓
19	RF1	penetration Flashing -				✓
19	RF2	↓	↓			✓
19	RF1	Felt under - Black Shingle				✓
19	RF2	↓	↓			✓
19	AR1	Asphalt Roof	Garport + Flat Roof under X - 10 years			✓
19	AR2	↓	↓			✓
19	PW1	Periscope window	Roller Black.			✓
19	PW2	↓	↓			✓

Use the following for the alphanumeric designation:
 WB= Wallboard/Sheet-Rock/Joint-Compound,
 FT= Floor tile/Anolcum,
 RF= Roofing.

M= Misc., (Sink, Mastie, Cove Base Mastie, Inmate, Etc.)
 S= Surfacing

Level 3



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

1-Sep-09

Client Name: National Environmental Solutions, Inc.

AES Job Number: 0908H39

Project Name: Summertree

Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
19-RR1 Layer: 1	0908H39 -001A	Carport	ND	ND	ND	ND	ND	ND	
19-RR2 Layer: 1	0908H39 -002A	Carport	ND	ND	ND	ND	ND	ND	
19-FR1 Layer: 1	0908H39 -003A	Bottom Layer	ND	ND	ND	ND	ND	ND	
19-FR2 Layer: 1	0908H39 -004A	Bottom Layer	ND	ND	ND	ND	ND	ND	
19-FRS1 Layer: 1	0908H39 -005A	Flat Roof - Shingle Type w/ Green Flake	ND	ND	ND	ND	ND	ND	Paint included as binder
19-FRS2 Layer: 1	0908H39 -006A	Flat Roof - Shingle Type w/ Green Flake	ND	ND	ND	ND	ND	ND	Paint included as binder
19-FFR1 Layer: 1	0908H39 -007A	Next Layer - Below Rolled Roof	ND	ND	ND	ND	ND	ND	
19-FFR2 Layer: 1	0908H39 -008A	Next Layer - Below Rolled Roof	ND	ND	ND	ND	ND	ND	
19-RFR1 Layer: 1	0908H39 -009A	Black	ND	ND	ND	ND	ND	ND	Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Vira Ruiz

Vira Ruiz

QC Analyst:

Yelena Khanina

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

1-Sep-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H39
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
19-RFR2 Layer: 1	0908H39 -010A	Black	ND	ND	ND	ND	ND	ND	Paint included as binder
19-RS1 Layer: 1	0908H39 -011A	Black - Tar Back	ND	ND	ND	ND	ND	ND	
19-RS2 Layer: 1	0908H39 -012A	Black - Tar Back	ND	ND	ND	ND	ND	ND	
19-PF1 Layer: 1	0908H39 -013A	Penetration Flashing	ND	ND	ND	ND	ND	ND	
19-PF1 Layer: 2	0908H39 -013A	Penetration Flashing	ND	ND	ND	ND	ND	ND	
19-PF2 Layer: 1	0908H39 -014A	Penetration Flashing	15	ND	ND	ND	ND	ND	
19-PF2 Layer: 2	0908H39 -014A	Penetration Flashing	ND	ND	ND	ND	ND	ND	
19-RF1 Layer: 1	0908H39 -015A	Felt Under - Black Shingle	ND	ND	ND	ND	ND	ND	
19-RF2 Layer: 1	0908H39 -016A	Felt Under - Black Shingle	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Vira Ruiz

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

1-Sep-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H39
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
19-AR1 Layer: 1	0908H39 -017A	Carpport and Flat Roof Under X - Layers	ND	ND	ND	ND	ND	ND	
19-AR2 Layer: 1	0908H39 -018A	Carpport and Flat Roof Under X - Layers	ND	ND	ND	ND	ND	ND	
19-PW1 Layer: 1	0908H39 -019A	Rolled Black	ND	ND	ND	ND	ND	ND	
19-PW2 Layer: 1	0908H39 -020A	Rolled Black	ND	ND	ND	ND	ND	ND	
19-TRR1 Layer: 1	0908H39 -021A	Rolled Roof Top Layer	ND	ND	ND	ND	ND	ND	
19-TRR2 Layer: 1	0908H39 -022A	Rolled Roof Top Layer	ND	ND	ND	ND	ND	ND	
19A-TC1 Layer: 1	0908H39 -023A	Textured Ceiling / PC	5	ND	ND	ND	ND	ND	Paint included as binder
19-DW1 Layer: 1	0908H39 -024A	Drywall System	ND	ND	ND	ND	ND	ND	
19-DW1 Layer: 2	0908H39 -024A	Drywall System	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
Vira Ruiz

QC Analyst: 
Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

1-Sep-09

Client Name: **National Environmental Solutions, Inc.**

AES Job Number: **0908H39**

Project Name: **Summertree**

Project Number: **09-892**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
19-DW1 Layer: 3	0908H39 -024A	Drywall System	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Vira Ruiz

QC Analyst:

Yelena Khanina

#20
0908457

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 878.524.0203
 Mobile #: 404.493.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Sautee-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1228
 E-mail Results: nationalenv.commercial@msn.com

Relinquished: [Signature]
 Date/Time: 8-25-09 13:20
 Received: [Signature]
 Date/Time: [Signature]

0.3 Hours 0.6 Hours 0.12 Hours 0.1 Day 0.2 Days 0.5 Days 0.8-10 Days

ELM Bulk 000
 EPA 800R-60716
 EPA Point Count
 Other

Project Name/Number: 08-892
 Special Instructions: Positive stop

Site address: Basildon Rd

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Sd., Fr., Pr.
20A	FL1	Mishegan row west corner	Kitchen & Dining			✓
20A	FL2	↓				✓
20	RL1	Roller Roof Black	langer - Black			✓
20	RL2	↓				✓
20	R1	Roller Rumb Black	2nd garage			✓
20	R2	↓				✓
20	RF1	Roof Felt under flat Roof shingle - Dullack				✓
20	RF2	↓				✓
20	RS1	Roof Shingle - Black with small corner Floor	Roof/Brown - any speculate			✓
20	RS2	↓				✓

Use the following for the alphanumeric designation:
 WB= Wallboard/Sheet-Rock/Joint-Compound
 FT= Floor tile/Linoleum
 RF= Roofing
 TS= Thermal System Insulation

M= Misc., (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 S= Surfacing

hand 2

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name:
 Street:
 City/State:
 Telephone #:
 Mobile #:

National Environmental Solutions, Inc.
 273 Quail Run
 Sausalito-Ga 30571

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Sausalito-Ga 30571

Relinquished:
 Date/Time:
 Received:
 Date/Time:

Verbal Results to:
 Telephone #:
 Mobile #:

Fax Results to: Beverly B Campbell
 Fax #: 706.852.1226
 E-mail Results: nationalenv@nema.com

TURNAROUND TIME
 0.3 Hours 0.6 Hours 0.12 Hours 0.1 Day 0.2 Days 0.5 Days 0.6-10 Days

P.L.M. Bulk
 EPA 600/R-63/116
 EPA Permit Count
 Other

Project Name/Number:
 Special Instructions:

09-882
Positive slip

Site address: **Boildonway 23**

H.A.	Sample (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Sd., Fr., Pr.
20	SF1	Shingle Felt				✓
20	SF2	↓ ↓ ↓				✓
20	FL1	Breakroom Floor	Kitchen - Tap / Thick lines - Brown to grey.			✓
20	DW1	Drywall System				✓
20	TC1	Textured Ceiling/PC				✓

Use the following for the alphanumeric designation:
 WB= Wallboard/Sheet-Rock/Joint-Compound,
 FT= Floor tile/Linoleum,
 RF= Roofing,
 TS= Thermal System Insulation

M= Misc., (Sink Mastc, Cove Base Mastc, Transite, Etc.),
 S= Surfacing

20062



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H57
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
20A-FL1 Layer: 1	0908H57 -001A	Kitchen and Dining	ND	ND	ND	ND	ND	ND	Brown Vinyl
20A-FL1 Layer: 2	0908H57 -001A	Kitchen and Dining	ND	ND	ND	ND	ND	ND	Backing
20A-FL2 Layer: 1	0908H57 -002A	Kitchen and Dining	ND	ND	ND	ND	ND	ND	Brown Vinyl
20A-FL2 Layer: 2	0908H57 -002A	Kitchen and Dining	ND	ND	ND	ND	ND	ND	Backing with glue
20-RR1 Layer: 1	0908H57 -003A	Layer - Black	ND	ND	ND	ND	ND	ND	
20-RR2 Layer: 1	0908H57 -004A	Layer - Black	ND	ND	ND	ND	ND	ND	
20-R1 Layer: 1	0908H57 -005A	2nd Layer	ND	ND	ND	ND	ND	ND	
20-R2 Layer: 1	0908H57 -006A	2nd Layer	ND	ND	ND	ND	ND	ND	
20-RF1 Layer: 1	0908H57 -007A	Rolled Felt Under Flat Roof Shingle - Rolled	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name: **National Environmental Solutions, Inc.**

AES Job Number: **0908H57**

Project Name: **Summertree**

Project Number: **09-892**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
20-RF2 Layer: 1	0908H57 -008A	Rolled Felt Under Flat Roof Shingle - Rolled	ND	ND	ND	ND	ND	ND	
20-RS1 Layer: 1	0908H57 -009A	Rusty / Brown - Gray - Sparkle	ND	ND	ND	ND	ND	ND	
20-RS2 Layer: 1	0908H57 -010A	Rusty / Brown - Gray - Sparkle	ND	ND	ND	ND	ND	ND	
20-SF1 Layer: 1	0908H57 -011A	Shingle Felt	ND	ND	ND	ND	ND	ND	
20-SF2 Layer: 1	0908H57 -012A	Shingle Felt	ND	ND	ND	ND	ND	ND	
20C-FL1 Layer: 1	0908H57 -013A	Kitchen - Tan / Thick Lines - Brown to Gray	ND	ND	ND	ND	ND	ND	
20C-FL1 Layer: 2	0908H57 -013A	Kitchen - Tan / Thick Lines - Brown to Gray	ND	ND	ND	ND	ND	ND	
20D-DW1 Layer: 1	0908H57 -014A	Drywall System	2	ND	ND	ND	ND	ND	Paint included as binder
20D-DW1 Layer: 2	0908H57 -014A	Drywall System	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H57
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
20D-DW1 Layer: 3	0908H57 -014A	Drywall System	ND	ND	ND	ND	ND	ND	
20D-TC1 Layer: 1	0908H57 -015A	Textured Ceiling / PC	5	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 

Svetlana Arkhipov

QC Analyst: 

Yelena Khanina

#21

0908459

Relinquished: *[Signature]*
 Date/Time: *8-23-09 13:20*
 Received: *[Signature]*
 Date/Time: *US MAIL*

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Santee-Ca 92071

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.493.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Santee-Ca 92071

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1228
 E-mail Results: nationalenvsolutions.com

TURNAROUND TIME: 0 3 Hours 0 8 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 8-10 Days

PLM Bulk 00
 EPA 600R-80/116
 EPA Permit Count
 Other

Project Name/Number: 09-892
 Special Instructions: **Positive Step**

Site address: Building 21

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition (S, M, Fr, Pr)
21A	FRI	Flat Rope Collected Silicone Paint	Roof Field & Perpendicular			✓
21A	FRI2	↓	↓	↓		✓
21	RFI	Felt under FRI				✓
21	RF2	↓				✓
21A	BFT1	2x12 F2 - Green & Tan Boards	UPstairs & DOWN			✓
21A	BFT2	↓	↓			✓
21	PF1	penetration flashing.				✓
21	PF2	↓	↓			✓
21	RS1	Black shingle - Rudo	Black Green - white Sealable			✓
21	RS2	↓	↓ TAN / Grey / Green Special			✓

Use the following for the alphanumeric designation:
 WB = Wallboard/Sheet-Rock/Join-Compound,
 FI = Floor Tile/Linoleum,
 RF = Roofing,
 TSF = Thermal System Insulation

M = Misc., (Sink, Mastix, Cove Base Mastix, Transite, Etc.),
 S = Surfacing

1 of 2

0908459

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Sautee-Ga 30571

Verbal Results to: Beverly B Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.459.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Sautee-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: national@nenv.com

Relinquished: _____
 Date/Time: _____

Received: _____
 Date/Time: _____

TURNAROUND TIME: 0-3 Hours 0-8 Hours 0-12 Hours 0-1 Day 0-2 Days 0-5 Days 0-6-10 Days

PLM Bulk 000
 EPA 800R-834115
 EPA Point Count
 Other

Project Name/Number: 09-682
 Special Instructions: **Positive stop**

Site address: Rawlinsville Rd

HLA	Samples (A,B,C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition: Gd., Fr., Pr.
Z1	FR1	Roof Felt - Behind shingles				✓
Z1	FR2	↓				✓
Z1A	FR1	XXXX V.I. - Brown	Closest Room Right - BEHIND			✓
Z1A	FR2	↓				✓
Z1D	FL1	linoleum Tan @ Green original random layer	Post - Belmed to Be original LF			✓
Z1D	FL2	↓				✓
Z1C	FL1	linoleum Tan with Diamond Center	Upstate Bath Room Center/Corridors			✓
Z1C	FL2	↓				✓
Z1D	TC1	Textured Ceiling				✓
Z1C	DW1	Drywall System				✓

1. Verify record

Use the following for the alphanumeric designation:
 WB= Wallboard/Sheer-Rock/Join-Compound,
 FT= Floor tile/Insulm.,
 RF= Roofing,
 TS= Thermal System Insulation

M= Misc., (Sink Mastic, Cove Base Mastic, Transit, Etc.),
 S= Surfacing

Zub 2



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H59
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
21A-FR1 Layer: 1	0908H59 -001A	Roof Field and Parapet Wall	ND	ND	ND	ND	ND	ND	Paint included as binder
21A-FR2 Layer: 1	0908H59 -002A	Roof Field and Parapet Wall	ND	ND	ND	ND	ND	ND	Paint included as binder
21-RF1 Layer: 1	0908H59 -003A	Felt Under FR1	ND	ND	ND	ND	ND	ND	
21-RF2 Layer: 1	0908H59 -004A	Felt Under FR1	ND	ND	ND	ND	ND	ND	
21A-BFT1 Layer: 1	0908H59 -005A	Upstairs and Bath	ND	ND	ND	ND	ND	ND	Floor tile with glue
21A-BFT2 Layer: 1	0908H59 -006A	Upstairs and Bath	ND	ND	ND	ND	ND	ND	Floor tile with glue
21-PF1 Layer: 1	0908H59 -007A	Penetration Flashing	ND	ND	ND	ND	ND	ND	
21-PF1 Layer: 2	0908H59 -007A	Penetration Flashing	10	ND	ND	ND	ND	ND	Paint included as binder
21-RS1 Layer: 1	0908H59 -009A	Black Green - White Speckle	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
Vira Ruiz

QC Analyst: 
Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name: National Environmental Solutions, Inc.

AES Job Number: 0908H59

Project Name: Summertree

Project Number: 09-892

Table with columns: Client ID, AES ID, Location, Asbestos Mineral Percentage (CH, AM, CR, AN, TR, AC), Comments. Rows include samples like 21-RS2, 21-FR1, 21A-FT1, 21D-FL1, 21C-FL1.

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Vira Ruiz signature

Vira Ruiz

QC Analyst:

Yelena Khanina signature

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H59
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
21C-FL1 Layer: 2	0908H59 -017A	Upstair Bath Brown Center / Grey Lines	ND	ND	ND	ND	ND	ND	Backing
21C-FL2 Layer: 1	0908H59 -018A	Upstair Bath Brown Center / Grey Lines	ND	ND	ND	ND	ND	ND	Vinyl
21C-FL2 Layer: 2	0908H59 -018A	Upstair Bath Brown Center / Grey Lines	ND	ND	ND	ND	ND	ND	Backing
21D-TC1 Layer: 1	0908H59 -019A	Textured Ceiling	5	ND	ND	ND	ND	ND	Paint included as binder
21C-DW1 Layer: 1	0908H59 -020A	Drywall System	2	ND	ND	ND	ND	ND	Paint included as binder
21C-DW1 Layer: 2	0908H59 -020A	Drywall System	ND	ND	ND	ND	ND	ND	
21C-DW1 Layer: 3	0908H59 -020A	Drywall System	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Vira Ruiz

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H16
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
22C-SC1 Layer: 1	0908H16 -001A	Living Rm	ND	ND	ND	ND	ND	ND	Paint included as binder
22C-SC1 Layer: 2	0908H16 -001A	Living Rm	ND	ND	ND	ND	ND	ND	
22A-TC1 Layer: 1	0908H16 -002A	Kitchen	ND	ND	ND	ND	ND	ND	Paint included as binder
22D-DW1 Layer: 1	0908H16 -003A	Living Room	2	ND	ND	ND	ND	ND	Paint included as binder
22D-DW1 Layer: 2	0908H16 -003A	Living Room	ND	ND	ND	ND	ND	ND	
22D-DW1 Layer: 3	0908H16 -003A	Living Room	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
Elena Ivanova

QC Analyst: 
Yelena Khanina

#23

0908H12

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Saultee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobile #: 404.453.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Saultee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1228
E-mail Results: nationalemv.com

Relinquished Date/Time: 8-25-09 13:20

Received Date/Time: 8-25-09 13:20

US Mail

TURNAROUND TIME: 0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 8-10 Days

PLM Bulk
EPA 600/R-93/116
EPA Poll Count
Other

Project Name/Number: 09-892
Special Instructions: Positive stop

Site address: Building 23

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd., Fr., Pr.
23	PW1	Parent wall	Roof ↓ Cox Part			✓
23	EW2	↓	↓ Typical Same as above			✓
23	RR1	Red Roof Shingle	Roof ↓			✓
23	RR2	↓	↓			✓
23	BR1	Black Shingle @ Grey Colored Zone	Roof ↓ Grey to white Shingles			✓
23	BR2	↓	↓			✓
23	RF1	Roof Field @ Tar	Roof			✓
23	RF2	↓	↓			✓
23C	TC1	Tenonid Ceiling	Kitchen			✓
23D	DW1	Drywall System	Boleam			✓

Use the following for the alphanumeric designation:
WB= Wallboard/Sheet-Rock/Joint-Compound,
FT= Floor tile/Inocum,
RF= Roofing,
TSI= Thermal System Insulation

M= Misc., (Slak Mastic, Cove Base Mastic, Transite, Etc.),
S= Surfacing

1 carb 2



Bulk Sample Summary Report



Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H12
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
23-PW1 Layer: 1	0908H12 -001A	Roof - Carport	10	ND	ND	ND	ND	ND	
23-PW1 Layer: 2	0908H12 -001A	Roof - Carport	ND	ND	ND	ND	ND	ND	
23-RRS1 Layer: 1	0908H12 -003A	Roof	ND	ND	ND	ND	ND	ND	
23-RRS2 Layer: 1	0908H12 -004A	Roof	ND	ND	ND	ND	ND	ND	
23-BRS1 Layer: 1	0908H12 -005A	Roof - Gray Flakes	ND	ND	ND	ND	ND	ND	
23-BRS2 Layer: 1	0908H12 -006A	Roof - Gray Flakes	ND	ND	ND	ND	ND	ND	
23-RF1 Layer: 1	0908H12 -007A	Roof	ND	ND	ND	ND	ND	ND	
23-RF1 Layer: 2	0908H12 -007A	Roof	ND	ND	ND	ND	ND	ND	
23-RF2 Layer: 1	0908H12 -008A	Roof	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.
Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H12
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
23-RF2 Layer: 2	0908H12 -008A	Roof	ND	ND	ND	ND	ND	ND	
23C-TC1 Layer: 1	0908H12 -009A	Kitchen	ND	ND	ND	ND	ND	ND	Paint included as binder
23C-TC1 Layer: 2	0908H12 -009A	Kitchen	3	ND	ND	ND	ND	ND	Paint included as binder
23D-DW1 Layer: 1	0908H12 -010A	Bedroom	3	ND	ND	ND	ND	ND	Paint included as binder
23D-DW1 Layer: 2	0908H12 -010A	Bedroom	ND	ND	ND	ND	ND	ND	
23D-DW1 Layer: 3	0908H12 -010A	Bedroom	ND	ND	ND	ND	ND	ND	
23A-FL1 Layer: 1	0908H12 -011A	Kitchen - LR	ND	ND	ND	ND	ND	ND	Vinyl with glue
23A-FL2 Layer: 1	0908H12 -012A	Kitchen - LR	ND	ND	ND	ND	ND	ND	Vinyl with glue

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina

24 0908/462

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.489.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Sautee-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenviro.commercial@msn.com

Relinquished: [Signature]
 Date/Time: 8-25-09
 Received: [Signature]
 Date/Time: 13:20

TURNAROUND TIME: 0 3 Hours 0 6 Hours 0 12 Hours 0 2 Days 0 5 Days 0 8-10 Days

EPA Bulk: EPA 600/R-93/116
 EPA Point Count: 00
 Other: 00
 Project Name/Number: OS-892
 Special Instructions: Building 24
 Site address: _____

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition Gd., Fr., Br.
24A	TC1	Textured ceiling				✓
24A	JG1	Joint compound				✓
24A	FL1	linoleum FL - TAN	Dowstairs Bath			✓
24A	FL2	↓	light lines TAP/TO BROWN			✓
24A	LF1	linoleum FL - TAN - various	Kitchen - TAP/marble			✓
24A	LF2	↓	Finish			✓
24A	UB1	Green yellow Small Squares	LF - UPstairs Bath.			✓
24A	UB2	↓	Possible other layer			✓
24D	FT1	12 x 12 UT - marble Finish	Bath UPstairs/Hard			✓
24D	FT2	↓	Film TAP			✓

Use the following for the alphanumeric designation:
 WB= Wallboard/Sheet-Rock/Joist-Compound
 FT= Floor tile/Linoleum
 RF= Roofing
 TSI= Thermal System Insulation

M= Misc., (Sink-Mastic, Cove Base Mastic, Transite, Etc.)
 S= Surfacing

1 sub 2

Client: National Environmental Solutions, Inc.
Project: Summertree
Lab ID: 0908H62

Case Narrative

SAMPLE ID ON THE COC

24-UB1
24-UB2

SAMPLE ID ON THE BAG

24A-UB1
24A-UB2



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name: **National Environmental Solutions, Inc.**

AES Job Number: **0908H62**

Project Name: **Summertree**

Project Number: **09-892**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
24A-TC1 Layer: 1	0908H62 -001A	Textured Ceiling	ND	ND	ND	ND	ND	ND	Paint included as binder
24A-TC1 Layer: 2	0908H62 -001A	Textured Ceiling	3	ND	ND	ND	ND	ND	
24A-TC1 Layer: 3	0908H62 -001A	Textured Ceiling	ND	ND	ND	ND	ND	ND	
24A-TC1 Layer: 4	0908H62 -001A	Textured Ceiling	ND	ND	ND	ND	ND	ND	
24A-JC1 Layer: 1	0908H62 -002A	Joint Compound	2	ND	ND	ND	ND	ND	Paint included as binder
24A-FL1 Layer: 1	0908H62 -003A	Downstairs Bath Light Lines Tan / To Brown	ND	ND	ND	ND	ND	ND	Tan Vinyl
24A-FL1 Layer: 2	0908H62 -003A	Downstairs Bath Light Lines Tan / To Brown	ND	ND	ND	ND	ND	ND	Backing
24A-FL2 Layer: 1	0908H62 -004A	Downstairs Bath Light Lines Tan / To Brown	ND	ND	ND	ND	ND	ND	Tan Vinyl
24A-FL2 Layer: 2	0908H62 -004A	Downstairs Bath Light Lines Tan / To Brown	ND	ND	ND	ND	ND	ND	Backing

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H62
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
24A-LF1 Layer: 1	0908H62 -005A	Kitchen - Tan . Marble Finish	ND	ND	ND	ND	ND	ND	Tan Vinyl
24A-LF1 Layer: 2	0908H62 -005A	Kitchen - Tan . Marble Finish	ND	ND	ND	ND	ND	ND	Backing
24A-LF2 Layer: 1	0908H62 -006A	Kitchen - Tan . Marble Finish	ND	ND	ND	ND	ND	ND	Tan Vinyl
24A-LF2 Layer: 2	0908H62 -006A	Kitchen - Tan . Marble Finish	ND	ND	ND	ND	ND	ND	Backing
24-UB1 Layer: 1	0908H62 -007A	LF - Upstairs Bath Possible Other Layer	ND	ND	ND	ND	ND	ND	Olive Vinyl
24-UB1 Layer: 2	0908H62 -007A	LF - Upstairs Bath Possible Other Layer	40	ND	ND	ND	ND	ND	Backing
24D-FT1 Layer: 1	0908H62 -009A	Bath Upstairs / Hard Film Top	ND	ND	ND	ND	ND	ND	Latex included as resilient. Gray floor tile with glue
24D-FT2 Layer: 1	0908H62 -010A	Bath Upstairs / Hard Film Top	ND	ND	ND	ND	ND	ND	Latex included as resilient. Gray floor tile with glue
24D-DW1 Layer: 1	0908H62 -011A	Bedroom	ND	ND	ND	ND	ND	ND	Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H62
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
24D-DW1 Layer: 2	0908H62 -011A	Bedroom	ND	ND	ND	ND	ND	ND	
24D-DW1 Layer: 3	0908H62 -011A	Bedroom	ND	ND	ND	ND	ND	ND	
24D-LF1 Layer: 1	0908H62 -012A	Living Rm Random	ND	ND	ND	ND	ND	ND	Olive Vinyl
24D-LF1 Layer: 2	0908H62 -012A	Living Rm Random	40	ND	ND	ND	ND	ND	Backing

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H22
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
25D-DW1 Layer: 1	0908H22 -001A	Drwyall System	2	ND	ND	ND	ND	ND	Paint included as binder
25D-DW1 Layer: 2	0908H22 -001A	Drwyall System	ND	ND	ND	ND	ND	ND	
25D-DW1 Layer: 3	0908H22 -001A	Drwyall System	ND	ND	ND	ND	ND	ND	
25A-TC1 Layer: 1	0908H22 -002A	Textured Ceiling	5	ND	ND	ND	ND	ND	Paint included as binder
25-ORS1 Layer: 1	0908H22 -003A	Original Shingle Roof - Roof - Black/Rusty	ND	ND	ND	ND	ND	ND	
25-ORS2 Layer: 1	0908H22 -004A	Original Shingle Roof - Roof - w/ White Caulk	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name: **National Environmental Solutions, Inc.**

AES Job Number: **0908H70**

Project Name: **Summertree**

Project Number: **09-892**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
26C-SC1 Layer: 1	0908H70 -001A	Bedroom Check Location	ND	ND	ND	ND	ND	ND	Paint included as binder
26C-SC1 Layer: 2	0908H70 -001A	Bedroom Check Location	ND	ND	ND	ND	ND	ND	
26C-SC1 Layer: 3	0908H70 -001A	Bedroom Check Location	ND	ND	ND	ND	ND	ND	
26A-TC1 Layer: 1	0908H70 -002A	Living Room	ND	ND	ND	ND	ND	ND	Paint included as binder
26B-DW1 Layer: 1	0908H70 -003A	Hall	ND	ND	ND	ND	ND	ND	Paint included as binder
26B-DW1 Layer: 2	0908H70 -003A	Hall	ND	ND	ND	ND	ND	ND	
26B-DW1 Layer: 3	0908H70 -003A	Hall	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina

09087411

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Suwanee-Ga 30071

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30071

Refrigerated: /
 Date/Time: /

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.489.5418

Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvironmental@nens.com

Refrigerated: /
 Date/Time: /

TURNAROUND TIME
 0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 10 Days

PLM/Bulk
 EPA 900R-92M16
 EPA Point Count
 Other: 00

Project Name/Number: 09-892
 Special Instructions: Bulldozer 27
 Site address: _____

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Sol. Fr. Pr.
27	PF1	Penetration Flashing	Nails & Penetrations			✓
27	PF2	↓	↓			✓
27	RSB1	Black Roof Shingle	TOP → Solid Black			✓
27	RSB2	↓	↓ → Old Shingles/Tar			✓
27	ORS1	Black original Shingle	Roof → Hand Sample			✓
27	ORS2	↓	↓ → Tar Mastic			✓
27	ORF1	Roof Felt - original	Roof →			✓
27	ORF2	↓	↓			✓
27D	TC1	Textured Ceiling	Bedroom			✓
27D	Dw1	Drywall System	Living Room			✓

Use the following for the alphanumeric designation:
 WF= Wallboard/Sheet-Rock/Joint-Compound
 FT= Floor tile/Linoleum
 RP= Roofing
 M= Misc. (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 S= Surfacing

27D - FT1 → 12x12 LF - Flower Blue - Kitchen - Tiles TAN.
 27D - FT2 → Brown & Beiges
 Beiges -

27D2



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H11
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
27-FR1 Layer: 1	0908H11 -001A	Layer #1 Top	ND	ND	ND	ND	ND	ND	Paint included as binder
27-FR1 Layer: 2	0908H11 -001A	Layer #1 Top	ND	ND	ND	ND	ND	ND	
27-FR2 Layer: 1	0908H11 -002A	Layer #1 Top	ND	ND	ND	ND	ND	ND	Paint included as binder
27-FR2 Layer: 2	0908H11 -002A	Layer #1 Top	ND	ND	ND	ND	ND	ND	
27-RF1 Layer: 1	0908H11 -003A	Tar Paper 1/16 Square Pattern on Back Side	ND	ND	ND	ND	ND	ND	
27-RF2 Layer: 1	0908H11 -004A	Tar Paper 1/16 Square Pattern on Back Side	ND	ND	ND	ND	ND	ND	
27-F1 Layer: 1	0908H11 -005A	Paper - On Wood Original	ND	ND	ND	ND	ND	ND	
27-F2 Layer: 1	0908H11 -006A	Paper - On Wood Original	ND	ND	ND	ND	ND	ND	
27-PW1 Layer: 1	0908H11 -007A	Roof - Rolled w/ Silver Paint	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
Viria Ruiz

QC Analyst: 
Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H11
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
27-PW2 Layer: 1	0908H11 -008A	Roof - Rolled w/ Silver Paint	ND	ND	ND	ND	ND	ND	
27-PW1-1 Layer: 1	0908H11 -009A	Rolled Shingle Style Gray - Black - Roof	ND	ND	ND	ND	ND	ND	
27-PW1-2 Layer: 1	0908H11 -010A	Rolled Shingle Style Gray - Black - Roof Rubbery	ND	ND	ND	ND	ND	ND	
27-PF1 Layer: 1	0908H11 -011A	Nails and Penetrations	ND	ND	ND	ND	ND	ND	
27-PF1 Layer: 2	0908H11 -011A	Nails and Penetrations	10	ND	ND	ND	ND	ND	
27-RSB1 Layer: 1	0908H11 -013A	Top - Solid Black w/ a Shingle / Tar	ND	ND	ND	ND	ND	ND	
27-RSB2 Layer: 1	0908H11 -014A	Top - Solid Black w/ a Shingle / Tar	ND	ND	ND	ND	ND	ND	
27-ORS1 Layer: 1	0908H11 -015A	Roof - Hard Shingle - Tar Brick	ND	ND	ND	ND	ND	ND	
27-ORS2 Layer: 1	0908H11 -016A	Roof - Hard Shingle - Tar Brick	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
Vira Ruiz

QC Analyst: 
Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H11
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
27-ORF1 Layer: 1	0908H11 -017A	Roof	ND	ND	ND	ND	ND	ND	
27-ORF2 Layer: 1	0908H11 -018A	Roof	ND	ND	ND	ND	ND	ND	
27D-TC1 Layer: 1	0908H11 -019A	Bathroom	5	ND	ND	ND	ND	ND	Paint included as binder
27D-TC1 Layer: 2	0908H11 -019A	Bathroom	2	ND	ND	ND	ND	ND	
27D-TC1 Layer: 3	0908H11 -019A	Bathroom	ND	ND	ND	ND	ND	ND	
27D-DW1 Layer: 1	0908H11 -020A	Living Room	2	ND	ND	ND	ND	ND	
27D-DW1 Layer: 2	0908H11 -020A	Living Room	ND	ND	ND	ND	ND	ND	
27D-DW1 Layer: 3	0908H11 -020A	Living Room	ND	ND	ND	ND	ND	ND	
27D-FT1 Layer: 1	0908H11 -021A	12x12 LF - Flower Blue - Kitchen - Tile is Tan	ND	ND	ND	ND	ND	ND	Floor tile with glue. Latex included as resilient

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
Vira Ruiz

QC Analyst: 
Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H11
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
27D-FT2 Layer: 1	0908H11 -022A	12x12 LF - Flower Blue - Kitchen - Tile is Tan	ND	ND	ND	ND	ND	ND	Floor tile with glue. Latex included as resilient

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
Vira Ruiz

QC Analyst: 
Yelena Khanina

28

0908429

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Suwanee-Ga 30071

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobil #: 404.493.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30071

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: gationalenv.com@mail@nens.com

Relinquisher: [Signature]
 Date/Time: 8/25/09 11:20
 Recipient: [Signature]
 Date/Time: 8/25/09 11:20

US Mail

PLM Bulk 000
 EPA 603/R-92/116
 EPA Point Count
 Other

Site address: Building 28

Project Name/Number: 09-892
 Special Instructions:

TURNAROUND TIME: 0.3 Days 0.6 Hours 0.8 Hours 0.1 Day 0.2 Days 0.5 Days 0.8-10 Days

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition Gd., Fr., Pr.
28	PW1	Parapet wall	Roof - Padded Sheeting Dimple Panels -			✓
28	PW2	↓	↓			✓
28	PF1	Penetration Flashing	Pump - w/ w/ white low VOC @ penetration			✓
28	PF2	↓	↓			✓
28	FR1	Asphalt Roof	Pump deck -			✓
28	FR2	↓	↓			✓
28	RS1	Roof Shingle - TAN BROWN	Hypocel / Homogenous with other Panels - Roof Sides 28			✓
28	RS2	↓	↓			✓
28D	TC1	Textured Ceiling	↓ Block (D) Rusty / w/eg Dishes			✓
28D	DW1	Drywall System	Bedroom - Hypocel			✓
			Kitchen			✓

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum.
 WB = Wallboard/Sheet-Rock/Joint-Compound.
 RF = Roofing.
 TSI = Thermal System Insulation

M = Misc., (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 S = Surfacing

1082



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name: National Environmental Solutions, Inc.

AES Job Number: 0908H29

Project Name: Summertree

Project Number: 09-892

Table with columns: Client ID, AES ID, Location, Asbestos Mineral Percentage (CH, AM, CR, AN, TR, AC), Comments. Rows include samples 28-PW1, 28-PW2, 28-PF1, 28-PF2, 28-FR1, 28-FR1, 28-FR1, 28-RS1, 28-RS2.

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: Virar Ruiz

Vira Ruiz

QC Analyst: Yelena Khanina

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name: National Environmental Solutions, Inc.

AES Job Number: 0908H29

Project Name: Summertree

Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
28D-TC1 Layer: 1	0908H29 -009A	Bedroom - Typical	5	ND	ND	ND	ND	ND	Paint included as binder
28D-DW1 Layer: 1	0908H29 -010A	Kitchen	2	ND	ND	ND	ND	ND	Paint included as binder
28D-DW1 Layer: 2	0908H29 -010A	Kitchen	ND	ND	ND	ND	ND	ND	
28D-DW1 Layer: 3	0908H29 -010A	Kitchen	ND	ND	ND	ND	ND	ND	
28-RF1 Layer: 1	0908H29 -011A	Roof - Felt Bottom Layer	ND	ND	ND	ND	ND	ND	
28-RF2 Layer: 1	0908H29 -012A	Roof - Felt Bottom Layer	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Vira Ruiz

QC Analyst:

Yelena Khanina

#29

0908719

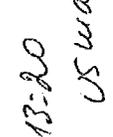
CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Sausalito-Ca 94967

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 676.524.0203
 Mobile #: 404.453.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Sausalito-Ca 94967

Fax Results to: Beverly B Campbell
 Fax #: 708.892.1228
 E-mail Results: nationalenvsolutions.com

Requisitioned: 
 Date/Time: 8/25/09 13:20
 Received: 
 Date/Time: 8/25/09 13:20
 US Mail

TURNAROUND TIME
 0-3 Hours 6-12 Hours 1 Day 2 Days 5 Days 8-10 Days

P.L.M. Bulk EPA 600/R-93/118
 EPA Point Count
 Other
 Project Name/Number: 09-892
 Special Instructions: Building 29
 Site address:

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Freebie Y/N	Condition Gd. Fr. Pr.
29	AR1	Asphalt Roof - @ Back	Roof -			✓
29	AR2	↓	↓			✓
29	PW1	Parapet wall	Roof - Rolled Felt W/Ce.			✓
29	PW2	↓	↓			✓
29	RRS1	Red Roof Shingle	Roof - Delivered to use			✓
29	RRS2	↓	↓			✓
29	GRS1	Green Roof Shingle	Roof - also noted to be Red in pole.			✓
29	GRS2	↓	↓			✓
29	BRS1	Black Roof Shingle	Roof - Black shingle			✓
29	BRS2	↓	↓			✓

Use the following for the alphanumeric designation:
 FT = Floor tile/linoleum.
 WF = Wallboard/Sheet-Rock/Joint-Compound.
 RS = Roofing.
 M = Misc., (Sink, Mastix, Cove Base Mastix, Transmitt. Etc.)
 S = Surfacing

One set Two
 1 of 2

0908 H/19

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Suwanee-Ga 30071

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.493.5418

Bill to: Beverly B. Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30071

Fax Results to: Beverly B. Campbell
 Fax #: 708.892.1226
 E-mail Results: nationalenvironmental@nesa.com

Relinquished: _____
 Date/Time: _____

Rechecked: _____
 Date/Time: _____

TURNAROUND TIME
 0 3 Hours 0 8 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 6-10 Days

PLM Bulk
 EPA 800/R-80/116
 EPA Point Count
 Other: 00

Project Name/Number: 09-892
 Special Instructions: Building 29

Site address: Building 29

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Sd., Fr. Pr.
29A	FT1	12x12 LF-TAN	Down stairs Bath			✓
29A	FT2	↓	↓			✓
29C	FT1	12x12 FL-TAN (D) Black Diamonds	Living Room - Gray tile Boulder			✓
29C	FT2	↓	↓			✓
29D	TC1	Tintured Ceiling/Pk	Living Rm			✓
29D	DW1	Drywall System	Bedroom			✓
29D	LF1	linoleum FL	TAN - Brittle - Square Brown Square Pattern			✓
29D	LF2	linoleum FL	↓			✓
29D	FL1	linoleum FL - TAN - light	Marble - Gray tile Boulder			✓
29D	FL2	linoleum FL	Red marble floor			✓

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum,
 RF = Roofing,
 WB = Wallboard/Sheet-Rock/Joint-Compound,
 TS = Thermal System Insulation

M = Misc., (Sink Mastic, Cove Base Mastic, Transite, Etc.),
 S = Surfacing

NOTE: A-
 B- original Floor - Bottom layer - Kitchen, Bath & Laundry
 C-
 D- Kitchens only

2062



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

1-Sep-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H19
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
29-AR1 Layer: 1	0908H19 -001A	Roof	ND	ND	ND	ND	ND	ND	
29-AR2 Layer: 1	0908H19 -002A	Roof	ND	ND	ND	ND	ND	ND	
29-PW1 Layer: 1	0908H19 -003A	Roof - Rolled Felt Like	ND	ND	ND	ND	ND	ND	
29-PW2 Layer: 1	0908H19 -004A	Roof - Rolled Felt Like	ND	ND	ND	ND	ND	ND	
29-RRS1 Layer: 1	0908H19 -005A	Roof - Believed to be Original	ND	ND	ND	ND	ND	ND	
29-RRS2 Layer: 1	0908H19 -006A	Roof - Believed to be Original	ND	ND	ND	ND	ND	ND	
29-GRS1 Layer: 1	0908H19 -007A	Roof - Also Noted to be Debris Pile	ND	ND	ND	ND	ND	ND	
29-GRS2 Layer: 1	0908H19 -008A	Roof - Also Noted to be Debris Pile	ND	ND	ND	ND	ND	ND	
29-BRS1 Layer: 1	0908H19 -009A	Roof - Black Shingle	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

1-Sep-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H19
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
29-BRS2 Layer: 1	0908H19 -010A	Roof - Black Shingle	ND	ND	ND	ND	ND	ND	
29A-FT1 Layer: 1	0908H19 -011A	Down Stairs Bath	ND	ND	ND	ND	ND	ND	Tile with glue. Latex included as resilient
29A-FT2 Layer: 1	0908H19 -012A	Down Stairs Bath	ND	ND	ND	ND	ND	ND	Tile with glue. Latex included as resilient
29C-FT1 Layer: 1	0908H19 -013A	Linoleum - Gray Line Boarder	ND	ND	ND	ND	ND	ND	Tile with glue. Latex included as resilient
29C-FT2 Layer: 1	0908H19 -014A	Linoleum - Gray Line Boarder	ND	ND	ND	ND	ND	ND	Tile with glue. Latex included as resilient
29D-TC1 Layer: 1	0908H19 -015A	Living Rm	5	ND	ND	ND	ND	ND	Paint included as binder
29D-DW1 Layer: 1	0908H19 -016A	Bedroom	3	ND	ND	ND	ND	ND	
29D-DW1 Layer: 2	0908H19 -016A	Bedroom	ND	ND	ND	ND	ND	ND	
29D-DW1 Layer: 3	0908H19 -016A	Bedroom	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:



Elena Ivanova

QC Analyst:



Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

1-Sep-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H19
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
29D-LF1 Layer: 1	0908H19 -017A	Tan - Brittle - Square Brown Square Pattern	ND	ND	ND	ND	ND	ND	Tile with glue. Latex included as resilient
29D-LF2 Layer: 1	0908H19 -018A	Tan - Brittle - Square Brown Square Pattern	ND	ND	ND	ND	ND	ND	Tile with glue. Latex included as resilient
29D-FL1 Layer: 1	0908H19 -019A	Marble - Gray Line Boarder Rust Marble Décor	ND	ND	ND	ND	ND	ND	Vinyl with glue
29D-FL2 Layer: 1	0908H19 -020A	Marble - Gray Line Boarder Rust Marble Décor	ND	ND	ND	ND	ND	ND	Vinyl with glue

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina

#30
 Ann/Kadi 8/26/09 0908E28
 8:25 call 082 092 0810

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Suwanee-Ga 30071

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.493.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30071

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenviro@nesa.com

Relinquished: _____
 Date/Time: _____
 Received: _____
 Date/Time: _____

TURNAROUND TIME: 0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 8-10 Days

BLM/Bulk: 00
 EPA 800VR-687M16
 EPA Point Count: Other
 Project Name/Number: 09-892
 Special Instructions: Building 30

Site address: _____

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Sd., Fr., Pr.
30A	FL1	linoleum - Bath - TAN	Note: Kitchen is same as Hot layers - Onions tented			X
30A	FL2	↓	↓			X
30A	DW1	Drywall system				X
30B	FL1	linoleum Same as Hot Sample	1st FL Bath.			X
30B	FL2	Bath FL - TAN @ Turquoise	↓			X
30	BR51	Black Roof Shingle	Roof - Black Garry Blue			X
30	BR52	↓	↓			X
30	RF1	Roof Flashing	Roof - Pro & Bul's			X

Use the following for the alphanumeric designation:
 WB= Wallboard/Sheet-Rock/Join-Compound
 FT= Floor tile/Linoleum
 RF= Roofing
 M= Misc., (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 S= Surfacing

0908 E28

821022020

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Saultee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.493.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Saultee-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 708.892.1226
 Email Results: baltic@necomm.com

Relinquished Date/Time: _____
 Recipient Date/Time: _____

PLM Bulk: 0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 8-10 Days

Project Name/Number: 06-982
 Special Instructions: Building 30

EPA 600/R-60/116
 EPA Point Count
 Other: 000

Site address: _____

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd., Fr., Pr.
30	RF2	Roof Flashing	Panoratorium's & Flashing			X
30	RRS1	Red Roof Shingle	- Roof deck - Roof			X
30	RRS2	Red Roof Shingle	- Roof Flash.			X
30	ARI	Roofing Asph/Flt	- Roof			X
30	ARR	Asph/Flt	- Roof			X
30	GRS1	Green Roof Shingle	debris pile			X
30	GRS2	Green Roof Shingle				X
30	DWS1	Drywall System				
30	TC1	Textured Ceiling/PC				
30D	FT1	12x12 Ft - Gray Marble	Down stairs (Bath)			X

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum.
 WB = Wallboard/Sheet-Rock/Join-Compound.
 RF = Roofing.
 TS = Thermal System Insulation

M = Miss. (Slat Mastic, Cove Base Mastic, Transic, Etc.)
 S = Surfacing

30D - FT2 - 12x12 - Ft - Gray Marble - Down stairs Bath.
 Note: Building 30 Kitchen, Laundry & Bath was not sample - TAO-Graco design.

Client: National Environmental Solutions, Inc.
Project: Summertree
Lab ID: 0908E28

Case Narrative

Sample -004A (30B) was on COC but was not submitted. Sample will not be analyzed.



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E28
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
30A-FL1 Layer: 1	0908E28-001A	Linoleum - Bath - Tan	ND	ND	ND	ND	ND	ND	Vinyl
30A-FL1 Layer: 2	0908E28-001A	Linoleum - Bath - Tan	ND	ND	ND	ND	ND	ND	Backing with glue
30A-FL2 Layer: 1	0908E28-002A	Linoleum - Bath - Tan	ND	ND	ND	ND	ND	ND	Vinyl
30A-FL2 Layer: 2	0908E28-002A	Linoleum - Bath - Tan	ND	ND	ND	ND	ND	ND	Backing with glue
30A-DW1 Layer: 1	0908E28-003A	Drywall System	2	ND	ND	ND	ND	ND	
30A-DW1 Layer: 2	0908E28-003A	Drywall System	ND	ND	ND	ND	ND	ND	
30A-DW1 Layer: 3	0908E28-003A	Drywall System	ND	ND	ND	ND	ND	ND	
30B-FL1 Layer: 1	0908E28-005A	1st Fl Bath - Bath Fl - Tan w/ Turquoise	ND	ND	ND	ND	ND	ND	Vinyl
30B-FL1 Layer: 2	0908E28-005A	1st Fl Bath - Bath Fl - Tan w/ Turquoise	50	ND	ND	ND	ND	ND	Backing with glue

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name: **National Environmental Solutions, Inc.**

AES Job Number: **0908E28**

Project Name: **Summertree**

Project Number: **09-892**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
30-BRS1 Layer: 1	0908E28-007A	Roof - Black Gray Blue - Black Roof Shingle	ND	ND	ND	ND	ND	ND	
30-BRS2 Layer: 1	0908E28-008A	Roof - Black Gray Blue - Black Roof Shingle	ND	ND	ND	ND	ND	ND	
30-RF1 Layer: 1	0908E28-009A	Roof - Pen and Nails - Roof Flashing	ND	ND	ND	ND	ND	ND	
30-RF1 Layer: 2	0908E28-009A	Roof - Pen and Nails - Roof Flashing	ND	ND	ND	ND	ND	ND	
30-RF2 Layer: 1	0908E28-010A	Penetration and Flashing - Roof Flashing	ND	ND	ND	ND	ND	ND	
30-RF2 Layer: 2	0908E28-010A	Penetration and Flashing - Roof Flashing	ND	ND	ND	ND	ND	ND	
30-RRS1 Layer: 1	0908E28-011A	Roof - Red Roof Shingle	ND	ND	ND	ND	ND	ND	
30-RRS2 Layer: 1	0908E28-012A	Roof Front - Red Roof Shingle	ND	ND	ND	ND	ND	ND	
30-AR1 Layer: 1	0908E28-013A	Roof - Roofing Asphalt w/ Rock and Tar	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name: **National Environmental Solutions, Inc.**

AES Job Number: **0908E28**

Project Name: **Summertree**

Project Number: **09-892**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
30-AR1 Layer: 2	0908E28-013A	Roof - Roofing Asphalt w/ Rock and Tar	ND	ND	ND	ND	ND	ND	
30-AR2 Layer: 1	0908E28-014A	Roof - Roofing Asphalt w/ Rock and Tar	ND	ND	ND	ND	ND	ND	
30-AR2 Layer: 2	0908E28-014A	Roof - Roofing Asphalt w/ Rock and Tar	ND	ND	ND	ND	ND	ND	
30-GRS1 Layer: 1	0908E28-015A	Debris Pile - Green Roof Shingle	ND	ND	ND	ND	ND	ND	
30-GRS2 Layer: 1	0908E28-016A	Debris Pile - Green Roof Shingle	ND	ND	ND	ND	ND	ND	
30-DW1 Layer: 1	0908E28-017A	Drywall System	<1	ND	ND	ND	ND	ND	Paint included as binder
30-DW1 Layer: 2	0908E28-017A	Drywall System	ND	ND	ND	ND	ND	ND	
30-DW1 Layer: 3	0908E28-017A	Drywall System	ND	ND	ND	ND	ND	ND	
30-TC1 Layer: 1	0908E28-018A	Textured Ceiling / PC	3	ND	ND	ND	ND	ND	Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name: National Environmental Solutions, Inc.	AES Job Number: 0908E28
Project Name: Summertree	Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
30D-FT1 Layer: 1	0908E28-019A	Downstairs Bath - 12x12 FT - Gray - Marble	ND	ND	ND	ND	ND	ND	Latex included as resilient. Floor Tile with glue
30D-FT2 Layer: 1	0908E28-020A	Downstairs Bath - 12x12 FT - Gray - Marble	ND	ND	ND	ND	ND	ND	Latex included as resilient. Floor Tile with glue

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina

0908E40
082109-0810

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Sautee-Ga 30571

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Sautee-Ga 30571

Relinquished: _____ Date/Time: _____
 Received: _____ Date/Time: _____

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.453.5418

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenv.com@mail.com

TURNAROUND TIME: 0.3 Hours 0.6 Hours 0.1 Day 0.2 Days 0.5 Days 0.6-10 Days

EPA Bulk
 EPA 800R-687116
 EPA Point Count: 000
 Other: 000
 Site address: Building 31

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frable Y/N	Condition Gd., Fr., Pr.
31A	FL1	linoleum FL	Downstairs Bath TAN (2) TAN Thick lined			X
31A	FL2	linoleum FL	Downstairs Bath.			X
31A	LF1	linoleum FL TAN/Chap linoleum	Upstairs Bath			X
31A	LF2	linoleum FL	Upstairs Bath			X
31A	KL1	linoleum FL	Kitchen TAN - clay design			X
31A	KL2	linoleum FL	Kitchen			X
31A	DW1	Drywall System	Bedroom			X
31A	TC1	Textured ceiling / PC	Living RM			X
31	AR1	Asphalt Roof	Casport			X
31	AR2	Asphalt Roof	Casport			X

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum, WB = Wallboard/Sheet-Rock/Join-Compound, M = Misc., (Slab, Mastic, Cove Base Mastic, Transite, Etc.),
 RF = Roofing, TSI = Thermal System Insulation, S = Surfacing

#31

0908E40

0908E40


CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Suwanee-Ga 30071

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.483.5413

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30071

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvironmental@nesl.com

Relinquished: _____ Date/Time: _____
 Received: _____ Date/Time: _____

TURNAROUND TIME
 3 Hours 8 Hours 12 Hours 1 Day 2 Days 3 Days 5 Days 8-10 Days

PLM Bulk 00 00

EPA 600/R-83/116
 EPA Point Count
 Other

Project Name/Number: 09-882
 Special Instructions: Building 31

Site address: _____

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd., Fr., Pr.
31B	FL1	linoleum - Browns (U) various Sagare - Browns - Problem	Kitchen - Thick Dark BROWN lines Kitchen			X
31B	FL2	↓				X
31	FR1	Flat Roof Field.	Black White Flake			X
31	FR2	Flat Roof Field				X
31	PW1	Parapit wall	Roof			X
31	PW2	Parapit wall				X
31	RS1	Roof Shingle	Black - Spackle white Grout			X
31	RS2	Roof Shingle				X
31C	FT1	12x12 FL - design - Grey Black LE	Note: Kitchen has LF Same as positive result			X
31C	FT2	↓	Tan/white lines marble finish			X

See Note

Use the following for the alphanumeric designation:
 WB = Wallboard/Sheet-Rock/Joist-Compound
 FT = Floor tile/Linoleum
 RF = Roofing
 M = Misc., (Sink, Mastic, Cove Base Mastic, Transite, Etc.)
 S = Surfacing



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# I02082-0

27-Aug-09

Client Name: National Environmental Solutions, Inc.
Project Name: Summertree

AES Job Number: 0908E40
Project Number: 09-892

Table with columns: Client ID, AES ID, Location, Asbestos Mineral Percentage (CH, AM, CR, AN, TR, AC), Comments. Rows include samples like 31-RF1, 31D-FT1, 31D-KF1, 31A-FL1.

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E40
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
31A-FL2 Layer: 1	0908E40-008A	Downstairs Bath	ND	ND	ND	ND	ND	ND	Tan Vinyl
31A-FL2 Layer: 2	0908E40-008A	Downstairs Bath	ND	ND	ND	ND	ND	ND	Backing
31A-LF1 Layer: 1	0908E40-009A	Upstairs Bath	ND	ND	ND	ND	ND	ND	Tan Vinyl
31A-LF1 Layer: 2	0908E40-009A	Upstairs Bath	ND	ND	ND	ND	ND	ND	Backing
31A-LF2 Layer: 1	0908E40-010A	Upstairs Bath	ND	ND	ND	ND	ND	ND	Tan Vinyl
31A-LF2 Layer: 2	0908E40-010A	Upstairs Bath	ND	ND	ND	ND	ND	ND	Backing
31A-KL1 Layer: 1	0908E40-011A	Kitchen Tan - Clay Design	ND	ND	ND	ND	ND	ND	Tan Vinyl
31A-KL1 Layer: 2	0908E40-011A	Kitchen Tan - Clay Design	ND	ND	ND	ND	ND	ND	Backing
31A-KL2 Layer: 1	0908E40-012A	Kitchen	ND	ND	ND	ND	ND	ND	Tan Vinyl

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name: National Environmental Solutions, Inc.

AES Job Number: 0908E40

Project Name: Summertree

Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
31A-KL2 Layer: 2	0908E40-012A	Kitchen	ND	ND	ND	ND	ND	ND	Backing
31A-DW1 Layer: 1	0908E40-013A	Bedroom	<1	ND	ND	ND	ND	ND	
31A-DW1 Layer: 2	0908E40-013A	Bedroom	ND	ND	ND	ND	ND	ND	
31A-DW1 Layer: 3	0908E40-013A	Bedroom	ND	ND	ND	ND	ND	ND	
31A-TC1 Layer: 1	0908E40-014A	Living Rm	5	ND	ND	ND	ND	ND	Paint included as binder
31-AR1 Layer: 1	0908E40-015A	Carport	ND	ND	ND	ND	ND	ND	
31-AR2 Layer: 1	0908E40-016A	Carport	ND	ND	ND	ND	ND	ND	
31B-FL1 Layer: 1	0908E40-017A	Kitchen - Thick Dark Brown Lines	ND	ND	ND	ND	ND	ND	Light brown vinyl
31B-FL1 Layer: 2	0908E40-017A	Kitchen - Thick Dark Brown Lines	25	ND	ND	ND	ND	ND	Backing with glue

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name: National Environmental Solutions, Inc.	AES Job Number: 0908E40
Project Name: Summertree	Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
31-FR1 Layer: 1	0908E40-019A	Black White Flake	ND	ND	ND	ND	ND	ND	
31-FR2 Layer: 1	0908E40-020A	Black White Flake	ND	ND	ND	ND	ND	ND	
31-PW1 Layer: 1	0908E40-021A	Roof	ND	ND	ND	ND	ND	ND	
31-PW2 Layer: 1	0908E40-022A	Roof	ND	ND	ND	ND	ND	ND	
31-RS1 Layer: 1	0908E40-023A	Black - Speckle White Grey	ND	ND	ND	ND	ND	ND	
31-RS2 Layer: 1	0908E40-024A	Black - Speckle White Grey	ND	ND	ND	ND	ND	ND	
31C-FT1 Layer: 1	0908E40-025A	12x12 FL - Design - Grey Black LF	ND	ND	ND	ND	ND	ND	Gray Vinyl
31C-FT1 Layer: 2	0908E40-025A	12x12 FL - Design - Grey Black LF	ND	ND	ND	ND	ND	ND	Backing
31C-FT2 Layer: 1	0908E40-026A	Tan / White Lines Marble Finish	ND	ND	ND	ND	ND	ND	Gray Vinyl

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name: **National Environmental Solutions, Inc.**

AES Job Number: **0908E40**

Project Name: **Summertree**

Project Number: **09-892**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
31C-FT2 Layer: 2	0908E40-026A	Tan / White Lines Marble Finish	ND	ND	ND	ND	ND	ND	Backing

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina

#30
 Ann/ Heidi
 8/21/09
 0908 659
 8:25
 0221002080
 01/27/11

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name:
 Street:
 City/State:

National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30071

Verbal Results to:
 Telephone #:
 Mobile #:

Devs of Beverly Campbell
 678.524.0203
 404.493.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30071

Fax Results to: Beverly B Campbell
 Fax #: 706.892.4226
 E-mail Results: lab@nationalenv.com

Received:
 Date/Time:

Rollup/Label:
 Date/Time:

TURNAROUND TIME
 3 Hours 8 Hours 1 Day 2 Days 5 Days 8-10 Days

FLM/BLK
 EPA 600/R-93/116
 EPA Point Count:
 Other: 0 0

Project Name/Number: 09-992
 Special Instructions: Positive stop tests

Site address: Building 32

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition (Sd., Et., Pr)
32	CPA1	Carport Asphalt Roof	Carport -			X
32	CPA2	Joint compound				X
32	JCA1	Joint compound	Living room			X
32	DWA1	Drywall System	Living room			X
32	TCA1	Terrazzo ceiling for	Kitchen			X
32	FL1	Linoleum - (Mosaic) Brown	Kitchens			X
32	FL2	Linoleum - light tan	Bath			X
32	LF1	Linoleum - Square				X
32	LF2	Linoleum - Square				X
32B	FL1	Same as 32FL1	Bottom layer Kitchen			X

Drop OFF
 AES → 71709
 Drop OFF
 AES → 71709
 Same as lot
 Sampler

Use the following for the alphanumeric designation:
 WB= Wallboard/Sheet-Rock/Joint-Compound,
 FT= Floor tile/Linoleum,
 RF= Roofing.

M= Misc. (Sink Mastic, Cove Base Mastic, Transite, Etc.),
 S= Surfacing

0908E59
082109@0610

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Saultee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 676.524.0203
Mobile #: 404.493.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Saultee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: calb@neenvironmental.com

Relinquishes: _____
Date/Time: _____

Received: _____
Date/Time: _____

TURNAROUND TIME: 0 3 Hours 0 6 Hours 0 12 Hours 0 2 Days 0 5 Days 0 8-10 Days

PLM Bulk
EPA 600/R-80/116
EPA Point Count
Other: 000

Project Name/Number: 09-892
Special Instructions: positive slip only

Site address: Building 32

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Sd, Fr, Ft
32B	JCL	Joint Compound	Living RM			X
32B	TCL	Textured Ceiling/PC	Kitchen			X
32B	DW1	Drywall Ceiling	Break Room			X
32C	JCL	Joint Compound	Living RM			X
32C	TCL	Textured Ceiling/PC	Living RM			X
32C	DW1	Drywall Ceiling	Hall			X
32C	FL1	linoleum - Tan/Green	Kitchen			X
32C	FL2	↓	↓			
32D	LF1	linoleum FL - Tan/Brown marble finish	Kitchen - TOB			X
32D	LF2	↓	↓			X

→ Same as 36

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum, WB = Wallboard/Sheet-Rock/Joint-Compound, RF = Roofing, TS = Thermal System Insulation
 M = Misc., (Sink Mastic, Cove Base Mastic, Transite, Etc.), S = Surfacing

Client: National Environmental Solutions, Inc.
Project: Summertree
Lab ID: 0908E59

Case Narrative

MISSING SAMPLE

32-CPA1
32-FL1
32-FL2
32D-FL1
32D-FL2
32-DW1
32C-FL1
32C-FL2

EXTRA SAMPLE

32D-JC1
32D-TC1 AND 32D-DW1



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report

Client Name: **National Environmental Solutions, Inc.**
 Project Name: **Summertree**
 Project Number: **09-892**



Lab ID# 102082-0
 AES Job Number: **0908E59**
 Thursday, August 27, 2009
 Page 1 of 5

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
32-CPA2	0908E59-002A	Carport	ND	ND	ND	ND	ND	ND	
Layer: 1									
32-JC1	0908E59-003A	Living Rm	2	ND	ND	ND	ND	ND	Paint included as binder
Layer: 1									
32-JC1	0908E59-003A	Living Rm	ND	ND	ND	ND	ND	ND	
Layer: 2									
32-JC1	0908E59-003A	Living Rm	ND	ND	ND	ND	ND	ND	
Layer: 3									
32-TC1	0908E59-005A	Kitchen	5	ND	ND	ND	ND	ND	Paint included as binder
Layer: 1									
32-LF1	0908E59-008A	Bath	ND	ND	ND	ND	ND	ND	
Layer: 1									
32-LF2	0908E59-009A	Bath	ND	ND	ND	ND	ND	ND	
Layer: 1									
32B-FL1	0908E59-010A	Bottom Layer Kitchen	ND	ND	ND	ND	ND	ND	Vinyl
Layer: 1									
32B-FL1	0908E59-010A	Bottom Layer Kitchen	30	ND	ND	ND	ND	ND	Backing
Layer: 2									

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite
 For comments on the samples, see the individual analysis sheets.
 ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: *Vira Ruiz*
 Vira Ruiz

QC Analyst: *Yelena Khanina*
 Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report

Client Name: **National Environmental Solutions, Inc.**

Project Name: **Summertree**

Project Number: **09-892**



Lab ID# 102082-0

AES Job Number: **0908E59**

Thursday, August 27, 2009

Page 2 of 5

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
32B-FL1 Layer: 3	0908E59-010A	Bottom Layer Kitchen	ND	ND	ND	ND	ND	ND	Light yellow mastic; Paint included as binder
32B-JC1 Layer: 1	0908E59-011A	Living Rm	2	ND	ND	ND	ND	ND	iron Oxide included as binder; Paint included as binder
32B-TC1 Layer: 1	0908E59-012A	Kitchen	5	ND	ND	ND	ND	ND	Paint included as binder
32D-DW1 Layer: 1	0908E59-013A	Bed Room	5	ND	ND	ND	ND	ND	Paint included as binder
32D-DW1 Layer: 2	0908E59-013A	Bed Room	ND	ND	ND	ND	ND	ND	
32D-DW1 Layer: 3	0908E59-013A	Bed Room	2	ND	ND	ND	ND	ND	
32D-DW1 Layer: 4	0908E59-013A	Bed Room	ND	ND	ND	ND	ND	ND	
32C-JC1 Layer: 1	0908E59-014A	Living Rm	2	ND	ND	ND	ND	ND	Paint included as binder
32C-JC1 Layer: 2	0908E59-014A	Living Rm	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: *Vira Ruiz*

Vira Ruiz

QC Analyst: *Yelena Khanina*

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report

Client Name: **National Environmental Solutions, Inc.**

Project Name: **Summertree**

Project Number: **09-892**



Lab ID# 102082-0

AES Job Number: **0908E59**

Thursday, August 27, 2009

Page 3 of 5

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
32C-TC1	0908E59-015A	Living Rm	5	ND	ND	ND	ND	ND	Paint included as binder
Layer: 1									
32C-DW1	0908E59-016A	Hall	2	ND	ND	ND	ND	ND	Paint included as binder
Layer: 1									
32C-DW1	0908E59-016A	Hall	ND	ND	ND	ND	ND	ND	
Layer: 2									
32C-DW1	0908E59-016A	Hall	ND	ND	ND	ND	ND	ND	
Layer: 3									
32D-LF1	0908E59-019A	Kitchen - Top	ND	ND	ND	ND	ND	ND	Vinyl
Layer: 1									
32D-LF1	0908E59-019A	Kitchen - Top	ND	ND	ND	ND	ND	ND	Backing
Layer: 2									
32D-LF2	0908E59-020A	Kitchen - Top	ND	ND	ND	ND	ND	ND	Vinyl
Layer: 1									
32D-LF2	0908E59-020A	Kitchen - Top	ND	ND	ND	ND	ND	ND	Backing
Layer: 2									
32D-FB1	0908E59-023A	Bottom	ND	ND	ND	ND	ND	ND	Vinyl
Layer: 1									

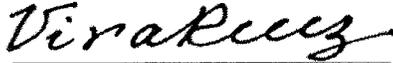
Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 

Vira Ruiz

QC Analyst: 

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report

Client Name: **National Environmental Solutions, Inc.**
 Project Name: **Summertree**
 Project Number: **09-892**



Lab ID# 102082-0
 AES Job Number: **0908E59**
 Thursday, August 27, 2009
 Page 4 of 5

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
32D-FB1	0908E59-023A	Bottom	ND	ND	ND	ND	ND	ND	Backing
Layer: 2									
32D-FB2	0908E59-024A	Tan Light Tan Lines	ND	ND	ND	ND	ND	ND	Vinyl
Layer: 1									
32D-FB2	0908E59-024A	Tan Light Tan Lines	ND	ND	ND	ND	ND	ND	Backing with glue
Layer: 2									
32D-JC1/EXTRA	0908E59-025A		ND	ND	ND	ND	ND	ND	Paint included as binder
Layer: 1									
32D-JC1/EXTRA	0908E59-025A		2	ND	ND	ND	ND	ND	Paint included as binder
Layer: 2									
32D-TC1/EXTRA	0908E59-026A		5	ND	ND	ND	ND	ND	Paint included as binder
Layer: 1									
32D-DW1/EXTRA	0908E59-027A		5	ND	ND	ND	ND	ND	Paint included as binder
Layer: 1									
32D-DW1/EXTRA	0908E59-027A		ND	ND	ND	ND	ND	ND	
Layer: 2									
32D-DW1/EXTRA	0908E59-027A		2	ND	ND	ND	ND	ND	
Layer: 3									

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite
 For comments on the samples, see the individual analysis sheets.
 ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: *Vira Ruiz*
 Vira Ruiz

QC Analyst: *Yelena Khanina*
 Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report

Client Name: **National Environmental Solutions, Inc.**

Project Name: **Summertree**

Project Number: **09-892**



Lab ID# 102082-0

AES Job Number: **0908E59**

Thursday, August 27, 2009

Page 5 of 5

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
32D-DW1/EXTRA	0908E59 -027A		ND	ND	ND	ND	ND	ND	
Layer: 4									

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: *Vira Ruiz*

Vira Ruiz

QC Analyst: *Yelena Khanina*

Yelena Khanina

H33
 Ann/Asphalt C1057
 8/21/09 8:25 8210900 08W

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Suwanee-Ga 30571

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.455.5418

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenv.commercial@msn.com

Reinquished: _____
 Date/Time: _____

Received: _____
 Date/Time: _____

0908E76

TURNAROUND TIME
 3 Hours 6 Hours 12 Hours 1 Day 2 Days 5 Days 8-10 Days

Project Name/Number: 06-892
 Special Instructions: Positive and Neg

Site address: Building 33

H.A.	Samples (A,B,C)	H.A. Description	Location	Quantity	Fileable Y/N	Condition (G, F, P)
33	CR1	Asphalt Roof	Carport →			X
33	CR2	Asphalt Roof	Carport →			X
33	JC1	Joint Compound	Hall			X
33	TC1	Textured Ceiling PC	Living RM			X
33	DW1	Drywall System	Hall way			X
33	FL1	linoleum Floor - TAN Brown	Kitchens -			
33	FL2	linoleum Floor - TAN Brown	Kitchens -			
33	DFL1	linoleum Floor - TAN	DINING RM			X
33	DFL2	linoleum Floor - TAN	DINNING RM			X
33	RRS1	Roller Roof - Grey				X

HomO
 Seneai
 Positive Sample

APT 134 ←

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum.
 RF = Roofing.
 WB = Wallboard/Sheet/Rock/Joist-Compound.
 TSF = Thermal System Insulation

M = Misc., (Sink Mastic, Cove Base Mastic, Transite, Etc).
 S = Surfacing

0908E76

82109 Q 08NO

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
Telephone #: 678.524.0203
Mobile #: 404.955.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Sautee-Ga 30571

Fax Results to: Beverly B Campbell
Fax #: 706.892.1226
E-mail Results: nationalenv.com@comcast.com

Reinquisitioned: [Signature]
Date/Time: [Blank]
Received: [Blank]
Date/Time: [Blank]

TURNAROUND TIME: 0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 8-10 Days

EPA Bulk 000
EPA 800/R-937115
EPA Point Count
Other

Project Name/Number: 09-882
Special Instructions: positive stop

Site address: Road 8 [Signature]

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition (Gd., Fr., Pr.)
33	RRS2	Rollled Roof - Corrug				X
33	AS1	ASPHALT SHINGLE - BLACK	Ⓢ Paper			X
33	AS2	ASPHALT SHINGLE - BLACK	↓			X
33	FRS1	Flat Roof System				X
33	FRS2	Flat Roofs System				X
33B	JC1	Joint Compound	Living Rm			X
33B	TC1	Textured Ceiling/AC	Living Rm			X
33B	DW1	Drywall System	Hall			X
33B	KF1	Linoleum Floor - Brown. VARIOUS SQUARE SIZES	Kitchen			X
33B	KF2	↓				X

AP5
136

Use the following for the alphanumeric designation:
WB= Wallboard/Sheet-Rock/Joint-Compound
FT= Floor tile/Linoleum.
RF= Roofing.
TSI= Thermal System Insulation

M= Misc., (Sink Mastic, Cove Base Mastic, Transite, Etc.),
S= Surfacing

0908E76
8210920000

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Suwanee-Ga 30071

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30071

Relinquished: _____
 Date/Time: _____

Received: _____
 Date/Time: _____

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.490.5418

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: natl@nenvsolutions.com

TURNAROUND TIME
 0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 8-10 Days

PLM Bulk 000
 EPA 600/R-83/116
 EPA Point Count
 Other _____

Project Name/Number: 09-892
 Special Instructions: Positive only

Site address: Building 33

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gt. Ft. Pr.
33B	BFL1	linoleum - Brown (O) Brown Patterns	Bath - Tan Inset Brown			X
33B	BFL2	↓	Bath			X
33B	LF1	linoleum - TAN - Grey clouds -	Bath - Tan/K-TAN Blue			X
33B	LF2	↓	Bath			X
33C	JC1	Joint compound -	Bedroom			X
33C	TC1	Textured ceiling - PC	Bedroom			X
33C	DO1	Drywall System	Living Room			X
33C	KLF1	linoleum - Floor - TAN Squares (O) Design	TOP Kitchen This Inset layer ↓			X
33C	KLF2	↓	Bottom layer ↓			X
33C	BLF1	linoleum Floor - Dark Brown (O) Design	Bottom layer - Kitchen			X

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum
 RF = Roofing
 WB = Wallboard/Sheet-Rock/Joint-Compound
 TSI = Thermal System Insulation

M = Misc., (Sink Mastic, Cove Base Mastic, Trimsite, Etc.)
 S = Surfacing

130 ←

0908 E76

22-000-0810

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name:
National Environmental Solutions, Inc.
273 Quail Run
Savannah, GA 30571

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Savannah, GA 30571

Verbal Results to:
Telephone #: 404.493.5418
Mobile #:

Fax Results to: Beverly B Campbell
Fax #: 706.892.1228
E-mail Results: nationalenvsolutions.com

Relinquished:
Date/Time

Received:
Date/Time

TURNAROUND TIME: 0.3 Hours 0.8 Hours 0.12 Hours 0.1 Day 0.2 Days 0.5 Days 0.6-10 Days

PLM Bulls
EPA 800R-83116
EPA Point Count
Other

Project Name/Number: 09-892
Special Instructions: Positive stop

Site address: Building 33

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Std. Fr. Pr.
33C	BLF2	linoleum floor - dark brown	Bottom layer			X
33C	TLF1	linoleum - Tan - loose	Bath - Tan W/2			X
33C	TLF2	linoleum - Tan - loose	Bath			X
33C	RFL1	linoleum - Rose pattern	Bath #2			X
33C	RFL2	linoleum - Rose pattern	Bath			X
33D	JCI	Joint Compound	Kitchen			X
33D	TCI	Textured Ceiling/PC	Living Room			X
33D	DWI	Drywall System	Hall			X
33D	KLF1	12x12 LF Floor Diamond pattern	Kitchen			X
33D	KLF2	12x12 LF Floor Diamond pattern	Bath			X

Hot →

Use the following for the alphanumeric designation:
 WB = Wall Board/Sheet-Rock/Joint-Compound,
 FI = Floor tile/Linoleum,
 TSF = Thermal System Insulation,
 RF = Roofing.

M = Misc., (Sink, Manic, Cove Base Mastic, Transit, Etc.),
 S = Surfacing

Client: National Environmental Solutions, Inc.
Project: Summertree
Lab ID: 0908E76

Case Narrative

SAMPLES "33-FL1; 33-FL2; 33C-BLF1 AND 33C-BLF2 "WERE LISTED ON THE COC, HOWEVER, NOT SUBMITTED.



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E76
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
33-CR1 Layer: 1	0908E76-001A	Carport	ND	ND	ND	ND	ND	ND	
33-CR2 Layer: 1	0908E76-002A	Carport	ND	ND	ND	ND	ND	ND	
33-JC1 Layer: 1	0908E76-003A	Hall	2	ND	ND	ND	ND	ND	Paint included as binder
33-JC1 Layer: 2	0908E76-003A	Hall	ND	ND	ND	ND	ND	ND	
33-JC1 Layer: 3	0908E76-003A	Hall	ND	ND	ND	ND	ND	ND	
33-TC1 Layer: 1	0908E76-004A	Living Rm	3	ND	ND	ND	ND	ND	Paint included as binder
33-DW1 Layer: 1	0908E76-005A	Hallway	2	ND	ND	ND	ND	ND	Paint included as binder
33-DW1 Layer: 2	0908E76-005A	Hallway	ND	ND	ND	ND	ND	ND	
33-DW1 Layer: 3	0908E76-005A	Hallway	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# I02082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E76
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
33-DFL1 Layer: 1	0908E76-008A	Dining Rm	ND	ND	ND	ND	ND	ND	Vinyl
33-DFL1 Layer: 2	0908E76-008A	Dining Rm	ND	ND	ND	ND	ND	ND	Backing with glue
33-DFL2 Layer: 1	0908E76-009A	Dining Rm	ND	ND	ND	ND	ND	ND	Vinyl
33-DFL2 Layer: 2	0908E76-009A	Dining Rm	ND	ND	ND	ND	ND	ND	Backing with glue
33-RRS1 Layer: 1	0908E76-010A	Rolled Roof / Grey	ND	ND	ND	ND	ND	ND	
33-RRS2 Layer: 1	0908E76-011A	Rolled Roof / Grey	ND	ND	ND	ND	ND	ND	
33-AS1 Layer: 1	0908E76-012A	Asphalt Shingle - Black with Paper	ND	ND	ND	ND	ND	ND	
33-AS1 Layer: 2	0908E76-012A	Asphalt Shingle - Black with Paper	ND	ND	ND	ND	ND	ND	
33-AS2 Layer: 1	0908E76-013A	Asphalt Shingle - Black with Paper	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name: National Environmental Solutions, Inc.	AES Job Number: 0908E76
Project Name: Summertree	Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
33-AS2 Layer: 2	0908E76-013A	Asphalt Shingle - Black with Paper	ND	ND	ND	ND	ND	ND	
33-FRS1 Layer: 1	0908E76-014A	Flat Roof System	ND	ND	ND	ND	ND	ND	
33-FRS1 Layer: 2	0908E76-014A	Flat Roof System	ND	ND	ND	ND	ND	ND	
33-FRS1 Layer: 3	0908E76-014A	Flat Roof System	ND	ND	ND	ND	ND	ND	
33-FRS1 Layer: 4	0908E76-014A	Flat Roof System	ND	ND	ND	ND	ND	ND	
33-FRS1 Layer: 5	0908E76-014A	Flat Roof System	ND	ND	ND	ND	ND	ND	
33-FRS1 Layer: 6	0908E76-014A	Flat Roof System	ND	ND	ND	ND	ND	ND	
33-FRS2 Layer: 1	0908E76-015A	Flat Roof System	ND	ND	ND	ND	ND	ND	
33-FRS2 Layer: 2	0908E76-015A	Flat Roof System	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name: **National Environmental Solutions, Inc.**

AES Job Number: **0908E76**

Project Name: **Summertree**

Project Number: **09-892**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
33-FRS2 Layer: 3	0908E76-015A	Flat Roof System	ND	ND	ND	ND	ND	ND	
33-FRS2 Layer: 4	0908E76-015A	Flat Roof System	ND	ND	ND	ND	ND	ND	
33-FRS2 Layer: 5	0908E76-015A	Flat Roof System	ND	ND	ND	ND	ND	ND	
33-FRS2 Layer: 6	0908E76-015A	Flat Roof System	ND	ND	ND	ND	ND	ND	
33B-JC1 Layer: 1	0908E76-016A	Living Rm	<1	ND	ND	ND	ND	ND	Paint included as binder
33B-TC1 Layer: 1	0908E76-017A	Living Rm	3	ND	ND	ND	ND	ND	Paint included as binder
33B-DW1 Layer: 1	0908E76-018A	Hall	ND	ND	ND	ND	ND	ND	
33B-DW1 Layer: 2	0908E76-018A	Hall	ND	ND	ND	ND	ND	ND	
33B-KFL1 Layer: 1	0908E76-019A	Kitchen - Thick Lines	ND	ND	ND	ND	ND	ND	Vinyl

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E76
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
33B-KFL1 Layer: 2	0908E76-019A	Kitchen - Thick Lines	50	ND	ND	ND	ND	ND	Backing
33B-BFL1 Layer: 1	0908E76-021A	Bath	ND	ND	ND	ND	ND	ND	Vinyl
33B-BFL1 Layer: 2	0908E76-021A	Bath	50	ND	ND	ND	ND	ND	Backing
33B-LF1 Layer: 1	0908E76-023A	Bath	ND	ND	ND	ND	ND	ND	Vinyl with glue
33B-LF2 Layer: 1	0908E76-024A	Bath	ND	ND	ND	ND	ND	ND	Vinyl with glue
33C-JC1 Layer: 1	0908E76-025A	Bedroom	2	ND	ND	ND	ND	ND	Paint included as binder
33C-JC1 Layer: 2	0908E76-025A	Bedroom	ND	ND	ND	ND	ND	ND	
33C-TC1 Layer: 1	0908E76-026A	Kitchen	3	ND	ND	ND	ND	ND	Paint included as binder
33C-DW1 Layer: 1	0908E76-027A	Living Rm	2	ND	ND	ND	ND	ND	Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E76
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
33C-DW1 Layer: 2	0908E76-027A	Living Rm	ND	ND	ND	ND	ND	ND	
33C-DW1 Layer: 3	0908E76-027A	Living Rm	ND	ND	ND	ND	ND	ND	
33C-KLF1 Layer: 1	0908E76-028A	Kitchen Top Layer Thin Lines	ND	ND	ND	ND	ND	ND	Vinyl
33C-KLF1 Layer: 2	0908E76-028A	Kitchen Top Layer Thin Lines	ND	ND	ND	ND	ND	ND	Backing with glue
33C-KLF2 Layer: 1	0908E76-029A	Kitchen Top Layer Thin Lines	ND	ND	ND	ND	ND	ND	Vinyl
33C-KLF2 Layer: 2	0908E76-029A	Kitchen Top Layer Thin Lines	ND	ND	ND	ND	ND	ND	Backing with glue
33C-TLF1 Layer: 1	0908E76-032A	Bath - Tan Lines	ND	ND	ND	ND	ND	ND	Vinyl
33C-TLF1 Layer: 2	0908E76-032A	Bath - Tan Lines	ND	ND	ND	ND	ND	ND	Backing with glue
33C-TLF2 Layer: 1	0908E76-033A	Bath	ND	ND	ND	ND	ND	ND	Vinyl

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E76
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
33C-TLF2 Layer: 2	0908E76-033A	Bath	ND	ND	ND	ND	ND	ND	Backing with glue
33C-RFL1 Layer: 1	0908E76-034A	Bath #2	ND	ND	ND	ND	ND	ND	Vinyl
33C-RFL1 Layer: 2	0908E76-034A	Bath #2	ND	ND	ND	ND	ND	ND	Backing
33C-RFL1 Layer: 3	0908E76-034A	Bath #2	ND	ND	ND	ND	ND	ND	Glue
33C-RFL2 Layer: 1	0908E76-035A	Bath #2	ND	ND	ND	ND	ND	ND	Vinyl
33C-RFL2 Layer: 2	0908E76-035A	Bath #2	ND	ND	ND	ND	ND	ND	Backing
33C-RFL2 Layer: 3	0908E76-035A	Bath #2	ND	ND	ND	ND	ND	ND	Glue
33D-JC1 Layer: 1	0908E76-036A	Kitchen	<1	ND	ND	ND	ND	ND	Paint included as binder
33D-TC1 Layer: 1	0908E76-037A	Living Rm	3	ND	ND	ND	ND	ND	Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E76
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
33D-DW1 Layer: 1	0908E76-038A	Hall	2	ND	ND	ND	ND	ND	Paint included as binder
33D-DW1 Layer: 2	0908E76-038A	Hall	ND	ND	ND	ND	ND	ND	
33D-DW1 Layer: 3	0908E76-038A	Hall	ND	ND	ND	ND	ND	ND	
33D-KLF1 Layer: 1	0908E76-039A	Kitchen	ND	ND	ND	ND	ND	ND	Floor Tile with glue. Latex included as resilient
33D-KLF2 Layer: 1	0908E76-040A	Kitchen	ND	ND	ND	ND	ND	ND	Floor Tile with glue. Latex included as resilient

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
Elena Ivanova

QC Analyst: 
Yelena Khanina

#37 Ann Todd 8/21/09 0908 ES/ 82109 @ 0908
 8:25 C. W. E. T. T.

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 275 Quail Run
 City/State: Saultree-Ga 30571

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.489.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Saultree-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenviro@msn.com

Relinquish to: _____
 Date/Time: _____

Received: _____
 Date/Time: _____

0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 6-10 Days

PLM Bulk

EPA 600/R-93/116
 EPA Point Count
 Other: 00

Project Name/Number: 09-892

Special Instructions: Positive step tests

Site address: Building 34

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd., Fr., Pr.
34	TC1	Textured ceiling	Bed Room			●
34	JC1	Joint compound	Dining Room @ windows Caisset			●
34	DW1	Drywall system	Kitchen			●
34	MM1	mirror mastic	Weld Sample			
34	MM2	mirror mastic				
34	SS1	Slip sheet	Bath - under ceramic tile			●
34	SS2	Slip sheet	Bath			●
34	WC1	Window caulk				●
34	WC2	Window caulk				●
34	RS1	Roof Field - Flat Roof	Roof			●

→ m wall
 no caulk
 Denwood
 sample field

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum,
 RF = Roofing,

WB = Wallboard/Sheet-Rock/Joiner-Compound,
 TS1 = Thermal System Insulation

M = Misc., (Sink Mastic, Cove Base Mastic, Transite, Etc.),
 S = Surfacing

0908E81
 82109 @ 880

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name:
 National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Saulte-Ga 30571

Verbal Results to:
 Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.453.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Saulte-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1228
 E-mail Results: nationalenv.com/bentals@nens.com

Relinquished:
 Date/Time

Received:
 Date/Time

TURNAROUND TIME
 0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 3 Days 0 5-10 Days

PLM Bulk
 EPA 600/R-89/116
 EPA P-01 Count
 Other

Project Name/Number:
 09-892

Special Instructions:
 positive stop 12-2-00

Site address: Build Area 24

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition SG, Fr, Pr
34	RS2	Roof Field	Roofs			●
34	SR1	Roof Shingle	Brown/orange - Roof White Flake.			●
34	SR2	Roof Shingle	Brown/orange - Roof			●
34	BR1	Brown Roof Shingle with Black Flake.				●
34	BR2	↓ ↓ ↓				●
34	PW1	Parapet wall -				●
34	PW2	Parapet wall -				●
34	RP1	Roof Penetration	Black			●
34	RP2	Roof Penetration	Black			●
34B	DW1	Drywall System	Apt 126			●

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum, WB = Wallboard/Sheet/Rock/Joint-Compound,
 RF = Roofing, TS = Thermal System Insulation

M = Misc., (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 S = Surfacing

look -
 ?? -

0908E81
82100@810

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Saultee-Ga. 30571

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Saultee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.489.5418

Fax Results to: Beverly B Campbell
 Fax #: 706.352.1226
 E-mail Results: nationalenviro@msn.com

Reinquiries: _____
 Date/Time: _____
 Received: _____
 Date/Time: _____



PLM Bulk
 EPA 600/6-307/16
 EPA Point Count
 Other

Project Name/Number: 09-982
 Special Instructions: Positive stop tests

Site address: Building 34

TURNAROUND TIME
 0-3 Hours 0-8 Hours 0-12 Hours 0-1 Day 0-2 Days 0-5 Days 0-10 Days

H.A.	Samples (A,B,C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition (SA, Fr, P)
34B	JC1	Joint Compound	Apt - 1216			•
34B	TC1	Textured ceiling	Kitchen			•
34C	JC1	Joint compound	Living Rm @ Windows			•
34C	TC1	Textured ceiling / PC	Bed Room			•
34C	DW1	Drywall System	Kitchen			•
34C	FT1	12x12 FL - Brown	Wood Grains 2x9 square Tans Brown design			•
34C	FT2	12x12 FL - Brown				•
34C	BFT1	Blue 12x12 FL - Square Pattern	Gray Blue Spotted Black			•
34C	BFT2	Blue 12x12 FL - Square Pattern				•
34D	JC1	Joint compound	Bed Room			•

Use the following for the alphanumeric designation:
 WB= Wallboard/Sheet-Rock/Joint-Compound
 FT= Floor tile/Linoleum
 RF= Roofing

M= Misc. (Sink Mastic, Cove Base Mastic, Transit, Etc.)
 S= Surfacing

???

0908E81
8200a@esw

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
Street: 273 Quail Run
City/State: Suwanee-Ga 30571

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Suwanee-Ga 30571

Relinquished: [Signature]
Date/Time: / /

Received: [Signature]
Date/Time: / /

Fax Results to: Beverly B Campbell
Fax #: 706.892.1228
E-mail Results: nationalenviro@msn.com

PLV Bulb: 000
EPA 800R-68716
EPA Point Count
Other: 000

Project Name/Number: 09-892
Special Instructions: positive stop/MS-

Site address: Building 34

TURNAROUND TIME: 0.3 Days 0.6 Hours 0.12 Hours 0.1 Day 0.2 Days 0.5 Days 0.5-1.0 Days

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Sd., Fr., Pt.
34D	TC1	Textured ceiling / PC				•
34D	DW1	Drywall System /				•
34D	FT1	Floor tile - white / TAN				•
34D	FT2	↓ ↓ ↓ ↓ ↓				•
34D	LFT1	linoleum Ft 12x12	TAN - Gray Boarder.			•
34D	LFT2	↓ ↓ ↓ ↓ ↓				•
34D	KTL1		Kitchen TOP -			
34D	KR2		Kitchen TOP -			
34D	KBL1	linoleum Floor - Brown	Kitchen Bottom			
34D	KBR2	linoleum Floor - Brown Brown design	Kitchen Bottom 32c → Kitchen.			

held due to hot = Hot
Sample Multi-Stage
Drop off AES 7/17/09.

Use the following for the alphanumeric designation:
WB= Wallboard/Sheet-Rock/Joint-Compound.
FT= Floor tile/Linoleum.
RF= Roofing.

M= Misc. (Sink Mastic, Cove Base Mastic, Transite, Etc.)
S= Surfacing

Noise Bottom bags

Client: National Environmental Solutions, Inc.
Project: Summertree
Lab ID: 0908E81

Case Narrative

Samples "34-MM1/34-MM2/34D-KTL1/34D-KTL2/34-KBL1 and 34D-KBL2" were listed on the COC, however not submitted.



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E81
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
34-TC1 Layer: 1	0908E81-001A	Bedroom	3	ND	ND	ND	ND	ND	Paint included as binder
34-JC1 Layer: 1	0908E81-002A	Dining Room at Window Corner	2	ND	ND	ND	ND	ND	Paint included as binder
34-JC1 Layer: 2	0908E81-002A	Dining Room at Window Corner	ND	ND	ND	ND	ND	ND	
34-DW1 Layer: 1	0908E81-003A	Kitchen	2	ND	ND	ND	ND	ND	Paint included as binder
34-DW1 Layer: 2	0908E81-003A	Kitchen	ND	ND	ND	ND	ND	ND	
34-DW1 Layer: 3	0908E81-003A	Kitchen	ND	ND	ND	ND	ND	ND	
34-SS1 Layer: 1	0908E81-006A	Bath - Under Ceramic Tile	ND	ND	ND	ND	ND	ND	
34-SS2 Layer: 1	0908E81-007A	Bath - Under Ceramic Tile	ND	ND	ND	ND	ND	ND	
34-WC1 Layer: 1	0908E81-008A	Window Caulk	3	ND	ND	ND	ND	ND	Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
Elena Ivanova

QC Analyst: 
Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E81
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
34-RS1 Layer: 1	0908E81-010A	Roof	ND	ND	ND	ND	ND	ND	Paint included as binder
34-RS1 Layer: 2	0908E81-010A	Roof	ND	ND	ND	ND	ND	ND	
34-RS1 Layer: 3	0908E81-010A	Roof	ND	ND	ND	ND	ND	ND	
34-RS2 Layer: 1	0908E81-011A	Roof	ND	ND	ND	ND	ND	ND	Paint included as binder
34-RS2 Layer: 2	0908E81-011A	Roof	ND	ND	ND	ND	ND	ND	
34-RS2 Layer: 3	0908E81-011A	Roof	ND	ND	ND	ND	ND	ND	
34-SR1 Layer: 1	0908E81-012A	Brown / Orange - Rust w/ White Flake	ND	ND	ND	ND	ND	ND	
34-SR1 Layer: 2	0908E81-012A	Brown / Orange - Rust w/ White Flake	ND	ND	ND	ND	ND	ND	
34-SR2 Layer: 1	0908E81-013A	Brown / Orange - Rust	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E81
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
34-SR2 Layer: 2	0908E81-013A	Brown / Orange - Rust	ND	ND	ND	ND	ND	ND	
34-BR1 Layer: 1	0908E81-014A	Brown Roof Shingle with Black Flake	ND	ND	ND	ND	ND	ND	
34-BR1 Layer: 2	0908E81-014A	Brown Roof Shingle with Black Flake	ND	ND	ND	ND	ND	ND	
34-BR2 Layer: 1	0908E81-015A	Brown Roof Shingle with Black Flake	ND	ND	ND	ND	ND	ND	
34-BR2 Layer: 2	0908E81-015A	Brown Roof Shingle with Black Flake	ND	ND	ND	ND	ND	ND	
34-PW1 Layer: 1	0908E81-016A	Parapet Wall	ND	ND	ND	ND	ND	ND	Paint included as binder
34-PW1 Layer: 2	0908E81-016A	Parapet Wall	ND	ND	ND	ND	ND	ND	
34-PW2 Layer: 1	0908E81-017A	Parapet Wall	ND	ND	ND	ND	ND	ND	Paint included as binder
34-PW2 Layer: 2	0908E81-017A	Parapet Wall	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E81
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
34-RP1 Layer: 1	0908E81-018A	Black	10	ND	ND	ND	ND	ND	
34B-DW1 Layer: 1	0908E81-020A	Apt 126	ND	ND	ND	ND	ND	ND	Paint included as binder
34B-DW1 Layer: 2	0908E81-020A	Apt 126	ND	ND	ND	ND	ND	ND	
34B-DW1 Layer: 3	0908E81-020A	Apt 126	ND	ND	ND	ND	ND	ND	
34B-JC1 Layer: 1	0908E81-021A	Apt 126	ND	ND	ND	ND	ND	ND	Paint included as binder
34B-JC1 Layer: 2	0908E81-021A	Apt 126	2	ND	ND	ND	ND	ND	Paint included as binder
34B-TC1 Layer: 1	0908E81-022A	Kitchen	3	ND	ND	ND	ND	ND	Paint included as binder
34C-JC1 Layer: 1	0908E81-023A	Living Rm at Window	ND	ND	ND	ND	ND	ND	Paint included as binder
34C-JC1 Layer: 2	0908E81-023A	Living Rm at Window	2	ND	ND	ND	ND	ND	Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:



Elena Ivanova

QC Analyst:



Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E81
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
34C-TC1 Layer: 1	0908E81-024A	Bedroom	3	ND	ND	ND	ND	ND	Paint included as binder
34C-DW1 Layer: 1	0908E81-025A	Kitchen	2	ND	ND	ND	ND	ND	
34C-DW1 Layer: 2	0908E81-025A	Kitchen	ND	ND	ND	ND	ND	ND	
34C-DW1 Layer: 3	0908E81-025A	Kitchen	ND	ND	ND	ND	ND	ND	
34C-FT1 Layer: 1	0908E81-026A	Wood Grain 9x9 Square T Out Brown Design	ND	ND	ND	ND	ND	ND	Floor Tile with glue; Latex included as resilient
34C-FT2 Layer: 1	0908E81-027A	Wood Grain 9x9 Square T Out Brown Design	ND	ND	ND	ND	ND	ND	Floor Tile with glue; Latex included as resilient
34C-BFT1 Layer: 1	0908E81-028A	Gray Blue Spotted Black	ND	ND	ND	ND	ND	ND	Floor tile with glue. Latex included as resilient
34C-BFT2 Layer: 1	0908E81-029A	Gray Blue Spotted Black	ND	ND	ND	ND	ND	ND	Floor tile with glue. Latex included as resilient
34D-JC1 Layer: 1	0908E81-030A	Bedroom	2	ND	ND	ND	ND	ND	Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E81
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
34D-JC1 Layer: 2	0908E81-030A	Bedroom	ND	ND	ND	ND	ND	ND	
34D-JC1 Layer: 3	0908E81-030A	Bedroom	ND	ND	ND	ND	ND	ND	
34D-TC1 Layer: 1	0908E81-031A	Textured Ceiling / PC	3	ND	ND	ND	ND	ND	Paint included as binder
34D-DW1 Layer: 1	0908E81-032A	Dyrwall System	2	ND	ND	ND	ND	ND	Paint included as binder
34D-DW1 Layer: 2	0908E81-032A	Dyrwall System	ND	ND	ND	ND	ND	ND	
34D-DW1 Layer: 3	0908E81-032A	Dyrwall System	ND	ND	ND	ND	ND	ND	
34D-FT1 Layer: 1	0908E81-033A	Floor Tile - White / Tan 12x12	ND	ND	ND	ND	ND	ND	Floor tile with glue
34D-FT2 Layer: 1	0908E81-034A	Floor Tile - White / Tan 12x12	ND	ND	ND	ND	ND	ND	Floor tile with glue
34D-LFT1 Layer: 1	0908E81-035A	Tan - Gray Boarder	ND	ND	ND	ND	ND	ND	Floor tile with glue. Latex included as resilient

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.
Bulk Sample Summary Report

NVLAQ
 Lab ID# 102082-0
 27-Aug-09

Client Name: National Environmental Solutions, Inc.	AES Job Number: 0908E81
Project Name: Summertree	Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
34D-LFT2 Layer: 1	0908E81-036A	Tan - Gray Boarder	ND	ND	ND	ND	ND	ND	Floor tile with glue. Latex included as resilient

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite
 For comments on the samples, see the individual analysis sheets.
 ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
 Elena Ivanova

QC Analyst: 
 Yelena Khanina

0404E48 #35
 8/2/09 8:25
 c 115 17
 Brown @ 0310

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Suwanee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.493.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 706.852.1228
 E-mail Results: nationalenv.com@usnc.com

Relinquished: _____
 Date/Time: _____

Received: _____
 Date/Time: _____

PLM Bulk: 00
 EPA 600/R-92/116
 EPA Point Count: 00
 Other: 00

Project Name/Number: 09-892

Special Instructions: Positive also Hoses

Site address: Building 35

TURNAROUND TIME

0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 8-10 Days

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd. Fr. Pr.
35	JCI	Joint Compound	Living RM			●
35	TCI	Textured Ceiling/PC	UPstairs			●
35	DWI	Drywall System	Kitchen			●
35	FL1	linoleum Floor - TAN	Down stairs Bath			●
35	FL2	Brown Sengene and desimal linoleum Floor - TAN	DSB - ↓ ↓			●
35	LFL1	linoleum Floor - Grey Marble Finish	UPstairs Bath			●
35	LFL2	linoleum Floor - Grey	UPstairs Bath			●
35B	TCI	Textured ceiling	Living RM.			●
35B	JCI	Kitchen	@ corner			●
35B	DWI	Drywall System	Bed Room.			●

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum. WB = Wallboard/Sheet-Rock/Joint-Compound.
 RP = Roofing. TSI = Thermal System Insulation

M = Misc., (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 S = Surfacing

8-21-02 0810

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Sautee-Ga 30571

Version Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobil #: 404.493.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Sautee-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvsolutions.com

Relinquished: _____
 Date/Time: _____
 Received: _____
 Date/Time: _____

PLM Bulk 3 Hours 6 Hours 12 Hours 24 Hours 48 Hours 6-10 Days

Project Name/Number: 09-892
 Special Instructions: positive stop tests

Site address: Building 35

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frable Y/N	Condition Cd., Fr., Pr.
35B	FLT1	linoleum - TAN @ Brown	Kitchens - TOP layer			
35B	FLR2	desian - TOP layer	Bath - Marble like			
35B	LFBI	linoleum - Brown light				
35B	LFBI	desian				
35B	LFBI	linoleum - Browns light				
35B	LFBI	desian - Bottom layer				
35C	JCI	Joint Compound	Hall			
35C	TCI	Textured Ceiling	Bed Room			
35C	DWI	Drywall System	Living Rm.			
35C	CPRI	Built up Roof	Roof			
35C	CPRI	Built up Roof	Roof			
35D	JCI	Joint Compound	Bed Room			

same as HOT Sample.

MISSING

Use the following for the alphanumeric designation:
 FT= Floor tile/Linoleum.
 RF= Roofing.
 WB= Wallboard/Sheet-Rock/Joint-Compound.
 TSI= Thermal System Insulation
 M= Misc. (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 S= Surfacing

3-21-02 @ 0800


CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name:
 National Environmental Solutions, Inc.
 273 Quail Run
 Sautree-Ga 30571

Verbal Results to:
 Telephone #:
 Mobile #:

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Sautree-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenv.commercial@nens.com

Relinquisher:
 Date/Time:
 Received:
 Date/Time:

ELM Bulk 0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 8-10 Days

EPA 800R-807116
 EPA Point Count
 Other 00 00

Project Name/Number: 09-882
 Special Instructions: Positive Supt. 35

Site address: Building 35

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition Ed., Fr. Pr.
35D	DW	Drywall System	Bedroom.			●
35D	TC1	Textured Ceiling/PC.	Kitchen			●
35	RS1	Roof Shingle - Brown	TOP - Note: does not cover all ROOF			●
35	RS2	Roof Shingle - Brown	↓ ↓ ↓			●
35	ORS1	original Roof - Black	Bottom			●
35	ORS2	Roof Black - Black	Bottom.			●
35	RF1	Roof Felt	Roof			●
35	RF2	Roof Felt	Roof			●
35	WRP1	white Roof Patch	@ Flat Roof # Patch			●
35	WRP2	white Roof Patch	@ Patch ↓			●

→ missing

Use the following for the alphanumeric designation:
 FT = Floor tile/L. moulum.
 RF = Roofing.
 WB = Wallboard/Sheet-Rock/Joint-Compound.
 TSI = Thermal System Insulation

M = Mfsc., (Sink, Mastic, Cove Base Mastic, Transite, Etc.),
 S = Surfacing

Client: National Environmental Solutions, Inc.
Project: Summertree
Lab ID: 0908E88

Case Narrative

SAMPLES "35B-LFB1/35B-LFB2/35C-TC1/35D-DW/35D-TC1" WERE LISTED ON THE COC, HOWEVER NOT SUBMITTED.



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E88
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
35-JC1 Layer: 1	0908E88-001A	Living Rm	2	ND	ND	ND	ND	ND	Paint included as binder
35-JC1 Layer: 2	0908E88-001A	Living Rm	ND	ND	ND	ND	ND	ND	
35-TC1 Layer: 1	0908E88-002A	Upstairs	5	ND	ND	ND	ND	ND	Paint included as binder
35-DW1 Layer: 1	0908E88-003A	Kitchen	2	ND	ND	ND	ND	ND	Paint included as binder
35-DW1 Layer: 2	0908E88-003A	Kitchen	ND	ND	ND	ND	ND	ND	
35-DW1 Layer: 3	0908E88-003A	Kitchen	ND	ND	ND	ND	ND	ND	
35-FL1 Layer: 1	0908E88-004A	Downstairs Bath	ND	ND	ND	ND	ND	ND	Vinyl
35-FL2 Layer: 1	0908E88-005A	Downstairs Bath	ND	ND	ND	ND	ND	ND	Vinyl
35-LFL1 Layer: 1	0908E88-006A	Upstairs Bath	ND	ND	ND	ND	ND	ND	Vinyl with glue

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
Vira Ruiz

QC Analyst: 
Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E88
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
35-LFL2 Layer: 1	0908E88-007A	Upstairs Bath	ND	ND	ND	ND	ND	ND	Vinyl with glue
35B-TC1 Layer: 1	0908E88-008A	Living Rm	ND	ND	ND	ND	ND	ND	Paint included as binder
35B-JC1 Layer: 1	0908E88-009A	At Corner	ND	ND	ND	ND	ND	ND	
35B-JC1 Layer: 2	0908E88-009A	At Corner	2	ND	ND	ND	ND	ND	
35B-DW1 Layer: 1	0908E88-010A	Bedroom	ND	ND	ND	ND	ND	ND	Paint included as binder
35B-DW1 Layer: 2	0908E88-010A	Bedroom	ND	ND	ND	ND	ND	ND	
35B-DW1 Layer: 3	0908E88-010A	Bedroom	ND	ND	ND	ND	ND	ND	
35B-FLT1 Layer: 1	0908E88-011A	Kitchen - Top Layer Bath - Marble Like	ND	ND	ND	ND	ND	ND	Vinyl
35B-FLT1 Layer: 2	0908E88-011A	Kitchen - Top Layer Bath - Marble Like	ND	ND	ND	ND	ND	ND	Backing

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: *Vira Ruiz*
Vira Ruiz

QC Analyst: *Yelena Khanina*
Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E88
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
35B-FLT2 Layer: 1	0908E88-012A	Kitchen - Top Layer Bath - Marble Like	ND	ND	ND	ND	ND	ND	Vinyl
35B-FLT2 Layer: 2	0908E88-012A	Kitchen - Top Layer Bath - Marble Like	ND	ND	ND	ND	ND	ND	Backing
35C-JC1 Layer: 1	0908E88-015A	Hall	ND	ND	ND	ND	ND	ND	
35C-DW1 Layer: 1	0908E88-017A	Living Rm.	ND	ND	ND	ND	ND	ND	
35C-DW1 Layer: 2	0908E88-017A	Living Rm.	ND	ND	ND	ND	ND	ND	
35C-DW1 Layer: 3	0908E88-017A	Living Rm.	ND	ND	ND	ND	ND	ND	
35C-CPR1 Layer: 1	0908E88-018A	Roof	ND	ND	ND	ND	ND	ND	
35C-CPR2 Layer: 1	0908E88-019A	Roof	ND	ND	ND	ND	ND	ND	
35D-JC1 Layer: 1	0908E88-020A	Bedroom	ND	ND	ND	ND	ND	ND	Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: *Vira Ruiz*

Vira Ruiz

QC Analyst: *Yelena Khanina*

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E88
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
35-RS1 Layer: 1	0908E88-023A	Top	ND	ND	ND	ND	ND	ND	
35-RS2 Layer: 1	0908E88-024A	Top	ND	ND	ND	ND	ND	ND	
35-ORS1 Layer: 1	0908E88-025A	Bottom	ND	ND	ND	ND	ND	ND	
35-ORS2 Layer: 1	0908E88-026A	Bottom	ND	ND	ND	ND	ND	ND	
35-RF1 Layer: 1	0908E88-027A	Roof	ND	ND	ND	ND	ND	ND	
35-RF2 Layer: 1	0908E88-028A	Roof	ND	ND	ND	ND	ND	ND	
35-WRP1 Layer: 1	0908E88-029A	At Flat Roof Patch	ND	ND	ND	ND	ND	ND	
35-WRP1 Layer: 2	0908E88-029A	At Flat Roof Patch	5	ND	ND	ND	ND	ND	Black Mastic
35-SRP1 Layer: 1	0908E88-031A	Flat Roof - Field	15	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
Vira Ruiz

QC Analyst: 
Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E88
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
35-SRP1 Layer: 2	0908E88-031A	Flat Roof - Field	ND	ND	ND	ND	ND	ND	
35-SRP1 Layer: 3	0908E88-031A	Flat Roof - Field	10	ND	ND	ND	ND	ND	
35-SRP1 Layer: 4	0908E88-031A	Flat Roof - Field	ND	ND	ND	ND	ND	ND	
35-RP1 Layer: 1	0908E88-033A	Rolled Roof	15	ND	ND	ND	ND	ND	
35-RP1 Layer: 2	0908E88-033A	Rolled Roof	ND	ND	ND	ND	ND	ND	
35-RP1 Layer: 3	0908E88-033A	Rolled Roof	ND	ND	ND	ND	ND	ND	
35-RP1 Layer: 4	0908E88-033A	Rolled Roof	ND	ND	ND	ND	ND	ND	
35-RRS1 Layer: 1	0908E88-035A	Roof L	5	ND	ND	ND	ND	ND	
35-RRS1 Layer: 2	0908E88-035A	Roof L	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst: 
Vira Ruiz

QC Analyst: 
Yelena Khanina

8/21/09
 8-25
 8-31-09 @ 0810
 [Signature]
 0908E94

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Suwanee-Ga 30071

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.493.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30071

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenv.com@msn.com

Relinquished: [Signature]
 Date/Time: [Signature]

TURNAROUND TIME: 0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 3 Days 0 4 Days 0 5-10 Days

ELM Bulk 00
 EPA 600/R-83/116
 EPA Point Count
 Other

Project Name/Number: 09-892
 Special Instructions: positive stop tests

Site address: Building 36

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd., Fr., Br.
36	JC1	Joint Compound	Living RM		Y	●
36	TC1	Textured Ceiling / PC	Kitchen		Y	●
36	DW1	Drywall System	@ Corner		Y	●
36	RF1	Roof Felt - Black	Bottom on wood substrate on Gable / Perimeter Roof			●
36	RF2	Roof Felt - Black	+			●
36	RST1	Roof shingle top layer Brown	+			●
36	RST2	Roof shingle top layer Brown	+			●
36	RS1	Roof shingle - Black Original	on Felt 36RF1 & 2			●
36	RS2	Roof shingle - Black	+			●
36	PF1	Roof Parapet Rolled Roofing	Right side only - Ditch			●

→ AES 71709

Drop off AES 71709

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum
 RP = Roofing
 WB = Wallboard/Sheet-Rock/Join-Compound
 TS = Thermal System Insulation

M = Misc. (Sink Mastic, Cove Base/Mastic, Transite, Etc.)
 S = Surfacing

0908 E94

8-21-09 @ 0810

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Santee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.493.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Santee-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1228
 E-mail Results: baib@nenvsolutions.com

Relinquished: _____
 Date/Time: _____
 Received: _____
 Date/Time: _____

TURNAROUND TIME: 0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 3 Days 0 4 Days 0 5-10 Days

ELM Bulk
 EPA 600/R-93/116
 EPA Point Count
 Other: 00

Project Name/Number: 09-892
 Special Instructions: positive slope tests

Site address: Building 36

Drop off
 → AES-71709

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Cd., Fr., Pr.
36	PF2	Parapet - Rolled Roof	Right side only		N	●
36	FR1	Flat Roof - Roof Field with Tar Rolled	Patch left side @ Seam			●
36	FR2	↓ ↓ ↓ ↓ ↓	Right side near Pan			●
36	RPI	Roof Penetration	left side @ Pipe.			●
36	RP2	Roof Penetration	Right side @ Penetration.			●
36	WC1	Window Caulk	Apt 104 limited amounts.			●
36	WC2	Window Caulk	Apt 102 limited amounts.			●
36B	TC1	Textured Ceiling/PC	Haulway			●
36B	JC1	Joint Compound	living RM			●
36B	DW1	Drywall System	@ corner			●

Use the following for the alphanumeric designation:
 WB = Wallboard/Sheet-Rock/Join-Compound
 FT = Floor tile/Linoleum
 RF = Roofing

M = Misc. (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 S = Surfacing

09/08/94

Brown @ 0810

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Seabrook-Ga 30571

Vertical Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobil #: 404.493.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Seabrook-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvsolutions@msn.com

Relinquisher: _____
 Date/Time: _____

Receiver: _____
 Date/Time: _____

PLM Bulk
 EPA 600R-60116
 EPA Point Count
 Other: 000

Project Name/Number: 09-982
 Special Instructions: positive stop area

Site address: Building 36

TURNAROUND TIME
 0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 8-10 Days

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd., Fr., Pr.
36B	FT1	12x12 FL - wood design	Kitchens + Entry			●
36B	FT2	12x12 FL - wood design	Entry + Kitchen			●
36C	JC1	Joint Compound	Kitchen			●
36C	DW1	Drywall System	living RM			●
36C	TC1	Textured ceiling	Kitchen			●
36C	SC1	Stipple ceiling	living room			●
36C	FT1	12x12 Green Ft/Grog	Bath			●
36C	FT2	12x12 Green Ft/Grog	Kitchens			●
36C	FL1	linoleum Floor - TAN with Green Spots	Kitchen - Bottom layer			●
36C	FL2	linoleum Floor - TAN with Green Spots	↓			●

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum,
 RF = Roofing,
 WB = Wallboard/Sheet-Rock/Join-Compound,
 TSI = Thermal System Insulation

M = Misc. (Sink Mastic, Cove Base Mastic, Transite, Etc.),
 S = Surfacing

0908E94

8-21-02


Retraquished: _____
 Date/Time: _____
 Received: _____
 Date/Time: _____

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Suwanee-Ga 30071

Project Name/Number: 09-882
 Special Instructions: Positive step testing

Site address: Building 36

Project Name/Number: 09-882
 Special Instructions: Positive step testing

Site address: Building 36

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Suwanee-Ga 30071
 Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.493.5418

TURNAROUND TIME
 3 Hours 6 Hours 12 Hours 1 Day 2 Days 5 Days 8-10 Days

EPA 800/R-687/16
 EPA Point Count
 Other:

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd., Fr., Pr.
36D	JC1	Joint compound	Living RM			1
36D	TC1	Textured Ceiling/Pk.	Kitchen			1
36D	DW1	Drywall system	Bed Room			1
36D	GFT1	Green 12x12 FL	UP stairs Bath			1
36D	GFT2	Green 12x12 FL	UP stairs Bath			1
36D	TFT1	TAN-12x12 FL	Down stairs Bath			1
36D	TFT2	TAN-12x12 FL	Down stairs Bath			1
36D	BFL1	linoleum FL TAN/Green	Kitchen - Bottom layer			1
36D	BFL2	linoleum FL TAN/Green	Kitchen - Bottom layer			1
36D	MFL1	linoleum FL - Rosdy Brown Overlaid	Kitchen - middle layer			1

Same as 36C FL1

Asphaltic
 Same as 36C FL1

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum
 RF = Roofing
 WB = Wallboard/Sheet-Rock/Join-Compound
 TSI = Thermal System Insulation
 M = Masc. (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 S = Surfacing

Client: National Environmental Solutions, Inc.
Project: Summertree
Lab ID: 0908E94

Case Narrative

SAMPLE " 36RF2/36-RST1/36-PF1/36-FR2/36B-TC1/36D-BFL1/36D-BFL2 " WERE LISTED ON THE COC, HOWEVER NOT SUBMITTED.



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E94
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
36-JC1 Layer: 1	0908E94-001A	Living Rm	2	ND	ND	ND	ND	ND	Paint included as binder
36-TC1 Layer: 1	0908E94-002A	Kitchen	5	ND	ND	ND	ND	ND	Paint included as binder
36-TC1 Layer: 2	0908E94-002A	Kitchen	ND	ND	ND	ND	ND	ND	
36-DW1 Layer: 1	0908E94-003A	At Corner	2	ND	ND	ND	ND	ND	Paint included as binder
36-DW1 Layer: 2	0908E94-003A	At Corner	ND	ND	ND	ND	ND	ND	
36-DW1 Layer: 3	0908E94-003A	At Corner	ND	ND	ND	ND	ND	ND	
36-RF1 Layer: 1	0908E94-004A	Bottom on Wood Substrate on Gable / Perimeter Roof	ND	ND	ND	ND	ND	ND	
36-RST2 Layer: 1	0908E94-007A	Bottom on Wood Substrate on Gable / Perimeter Roof	ND	ND	ND	ND	ND	ND	
36-RS1 Layer: 1	0908E94-008A	On Felt 36-RF1 & 2	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E94
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
36-RS1 Layer: 2	0908E94-008A	On Felt 36-RF1 & 2	ND	ND	ND	ND	ND	ND	
36-RS2 Layer: 1	0908E94-009A	On Felt 36-RF1 & 2	ND	ND	ND	ND	ND	ND	
36-PF2 Layer: 1	0908E94-011A	Right Side Only - Patch	3	ND	ND	ND	ND	ND	Silver paint included as binder
36-PF2 Layer: 2	0908E94-011A	Right Side Only - Patch	ND	ND	ND	ND	ND	ND	
36-FR1 Layer: 1	0908E94-012A	Left Side at Seam	3	ND	ND	ND	ND	ND	Silver paint included as binder
36-FR1 Layer: 2	0908E94-012A	Left Side at Seam	ND	ND	ND	ND	ND	ND	
36-RP1 Layer: 1	0908E94-014A	Left Side at Pipe	3	ND	ND	ND	ND	ND	Silver paint included as binder
36-RP1 Layer: 2	0908E94-014A	Left Side at Pipe	5	ND	ND	ND	ND	ND	
36-WC1 Layer: 1	0908E94-016A	Apt 104 Limited Amounts	5	ND	ND	ND	ND	ND	Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E94
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
36B-JC1 Layer: 1	0908E94-019A	Living Rm	2	ND	ND	ND	ND	ND	Paint included as binder
36B-DW1 Layer: 1	0908E94-020A	At Corner	<1	ND	ND	ND	ND	ND	Paint included as binder
36B-DW1 Layer: 2	0908E94-020A	At Corner	ND	ND	ND	ND	ND	ND	
36B-DW1 Layer: 3	0908E94-020A	At Corner	ND	ND	ND	ND	ND	ND	
36B-FT1 Layer: 1	0908E94-021A	Kitchen and Entry	ND	ND	ND	ND	ND	ND	Dark gray floor tile with glue. Latex included as resilient
36B-FT2 Layer: 1	0908E94-022A	Entry and Kitchen	ND	ND	ND	ND	ND	ND	Dark gray floor tile with glue. Latex included as resilient
36C-JC1 Layer: 1	0908E94-023A	Kitchen	<1	ND	ND	ND	ND	ND	Paint included as binder
36C-JC1 Layer: 2	0908E94-023A	Kitchen	ND	ND	ND	ND	ND	ND	
36C-JC1 Layer: 3	0908E94-023A	Kitchen	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E94
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
36C-DW1 Layer: 1	0908E94-024A	Living Rm	<1	ND	ND	ND	ND	ND	Paint included as binder
36C-DW1 Layer: 2	0908E94-024A	Living Rm	ND	ND	ND	ND	ND	ND	
36C-DW1 Layer: 3	0908E94-024A	Living Rm	ND	ND	ND	ND	ND	ND	
36C-TC1 Layer: 1	0908E94-025A	Kitchen	5	ND	ND	ND	ND	ND	Paint included as binder
36C-SC1 Layer: 1	0908E94-026A	Living Rm	ND	ND	ND	ND	ND	ND	Paint included as binder
36C-SC1 Layer: 2	0908E94-026A	Living Rm	ND	ND	ND	ND	ND	ND	
36C-FT1 Layer: 1	0908E94-027A	Kitchen	ND	ND	ND	ND	ND	ND	Dark gray floor tile with glue. Latex included as resilient
36C-FT2 Layer: 1	0908E94-028A	Bath	ND	ND	ND	ND	ND	ND	Dark gray floor tile with glue. Latex included as resilient
36C-FL1 Layer: 1	0908E94-029A	Kitchen - Bottom Layer	ND	ND	ND	ND	ND	ND	Olive Vinyl

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

QC Analyst:

Svetlana Arkhipov

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908E94
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
36C-FL1 Layer: 2	0908E94-029A	Kitchen - Bottom Layer	30	ND	ND	ND	ND	ND	Backing with glue
36D-JC1 Layer: 1	0908E94-031A	Living Rm	2	ND	ND	ND	ND	ND	Paint included as binder
36D-TC1 Layer: 1	0908E94-032A	Kitchen	5	ND	ND	ND	ND	ND	Paint included as binder
36D-DW1 Layer: 1	0908E94-033A	Bedroom	<1	ND	ND	ND	ND	ND	Paint included as binder
36D-DW1 Layer: 2	0908E94-033A	Bedroom	ND	ND	ND	ND	ND	ND	
36D-DW1 Layer: 3	0908E94-033A	Bedroom	ND	ND	ND	ND	ND	ND	
36D-GFT1 Layer: 1	0908E94-034A	Upstairs Bath	ND	ND	ND	ND	ND	ND	Green floor tile with glue. Latex included as resilient
36D-GFT2 Layer: 1	0908E94-035A	Upstairs Bath	ND	ND	ND	ND	ND	ND	Green floor tile with glue. Latex included as resilient
36D-TFT1 Layer: 1	0908E94-036A	Down Stairs Bath	ND	ND	ND	ND	ND	ND	Gray floor tile with glue. Latex included as resilient

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

27-Aug-09

Client Name: National Environmental Solutions, Inc.	AES Job Number: 0908E94
Project Name: Summertree	Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
36D-TFT2 Layer: 1	0908E94-037A	Down Stairs Bath	ND	ND	ND	ND	ND	ND	Gray floor tile with glue. Latex included as resilient
36D-MFL1 Layer: 1	0908E94-040A	Kitchen - Middle Layer	ND	ND	ND	ND	ND	ND	Brown Vinyl
36D-MFL1 Layer: 2	0908E94-040A	Kitchen - Middle Layer	30	ND	ND	ND	ND	ND	Backing with glue
36D-TT1 Layer: 1	0908E94-042A	Kitchen	ND	ND	ND	ND	ND	ND	Gray Floor Tile and glue
36D-TT2 Layer: 1	0908E94-043A	Kitchen	ND	ND	ND	ND	ND	ND	Gray Floor Tile and glue

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina

club house

0908 H26

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Sautee-Ga 30571

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.493.5418

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Sautee-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 706.592.1226
 E-mail Results: balt@nationalenvironmental.com

Requisitioned: [Signature]
 Date/TIME: 8-25-09
 Received: [Signature]
 Date/TIME: 13:20
 US Mail

TURNAROUND TIME: 0 3 Hours 0 8 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 6-10 Days

PLM Bulk: EPA 600/R-93/116
 EPA Point Count: 000
 Other: 000

Project Name/Number: Club House 09-582
 Special Instructions:

Site address: Club House

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition Gd., Fr. Pr.
CH	DW1	Drywall system/pc	Kitchen Room ext.			✓
CH	TC1	Textured Ceiling	upstairs Fire place.			✓
CH	JC1	Joint compound.	1st floor wall w/ltg OFFICE			✓
CH	RS1	Brown - Red shingles.	Roof - deck - Typo on ROSTY BROWN, BLACK			✓
CH	RS2					✓
CH	RF1	Roof Felt	Roof Fr			✓
CH	RF2					✓
CH	GLF1	Grey linoleum marble	Kitchen			✓
CH	GLF2					✓
CH	RF1	Red linoleum floor	Both Bath's areas			✓

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum.
 RF = Roofing.
 WB = Wallboard/Sheet-Rock/Joist-Compound.
 TSI = Thermal System Insulation

M = Misc., (Sink Mastic, Cove Base Mastic, Transite, Etc.),
 S = Surfacing

CH-RLF2 - See above →
 CH-MLF1 - Entry - marble linoleum →
 CH-MLF2 - →

✓
 ✓
 ✓



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name: **National Environmental Solutions, Inc.**

AES Job Number: **0908H26**

Project Name: **Summertree**

Project Number: **09-892**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
CH-DW1 Layer: 1	0908H26 -001A	Kitchen Rear Exit	2	ND	ND	ND	ND	ND	Paint included as binder
CH-DW1 Layer: 2	0908H26 -001A	Kitchen Rear Exit	ND	ND	ND	ND	ND	ND	
CH-DW1 Layer: 3	0908H26 -001A	Kitchen Rear Exit	ND	ND	ND	ND	ND	ND	
CH-TC1 Layer: 1	0908H26 -002A	Upstairs Fireplace	5	ND	ND	ND	ND	ND	Paint included as binder
CH-TC1 Layer: 2	0908H26 -002A	Upstairs Fireplace	ND	ND	ND	ND	ND	ND	
CH-TC1 Layer: 3	0908H26 -002A	Upstairs Fireplace	ND	ND	ND	ND	ND	ND	
CH-JC1 Layer: 1	0908H26 -003A	1st Floor Wall Left Office	2	ND	ND	ND	ND	ND	Paint included as binder
CH-RS1 Layer: 1	0908H26 -004A	Roof - Typical Rust, Brown, Black	ND	ND	ND	ND	ND	ND	
CH-RS2 Layer: 1	0908H26 -005A	Roof - Typical Rust, Brown, Black	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

31-Aug-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0908H26
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
CH-RF1 Layer: 1	0908H26 -006A	Roof	ND	ND	ND	ND	ND	ND	
CH-RF2 Layer: 1	0908H26 -007A	Roof	ND	ND	ND	ND	ND	ND	
CH-GLF1 Layer: 1	0908H26 -008A	Kitchen	ND	ND	ND	ND	ND	ND	Gray Vinyl
CH-GLF1 Layer: 2	0908H26 -008A	Kitchen	40	ND	ND	ND	ND	ND	Backing
CH-RLF1 Layer: 1	0908H26 -010A	Both Bath's M & W	ND	ND	ND	ND	ND	ND	Red Vinyl
CH-RLF1 Layer: 2	0908H26 -010A	Both Bath's M & W	40	ND	ND	ND	ND	ND	Backing
CH-MLF1 Layer: 1	0908H26 -012A	Entry - Marble Linoleum F1	ND	ND	ND	ND	ND	ND	Gray Vinyl
CH-MLF1 Layer: 2	0908H26 -012A	Entry - Marble Linoleum F1	40	ND	ND	ND	ND	ND	Backing

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

3785 Presidential Pkwy., Atlanta, GA 30340-3704
(770) 457-8177 / Toll Free (800) 972-4889 / Fax (770) 457-8188

**CHAIN OF CUSTODY
BULK ASBESTOS ANALYSIS**

0909146

Client Name: NESI Phone: (404) 493-5418
 Address: 273 Quail Run Fax: (706) 882-1226
 City, State, Zip: Savannah GA 30571 Project Name: _____
 Contact: Dora Cummings Project Number: 09-892
 Sampler's Name: Dora Cummings Sampling Date: Sept. 2, 09

Sample ID	Sample Location/Description	Analysis Requested	Turnaround Time	Comments	For AES Use Only
1	19A-01	Soil Compaction	PLM		
2	19B-01				
3	19C-01				
4	19D-01				
5	27D-FL1	12x12 TAN LF-		Brown lines	
6	27D-FL2	↓ ↓ ↓		Squares.	
7	27D-FLL1	linoleum floor TAN		See site photo	
8	27D-FLL2	↓ ↓ ↓			
9	28D-FLL1	linoleum floor TAN			
10	28D-FLL2	↓ marble look - light TAN lines			
11	28A-FLL1	12x12 LF-TAN marble			
12	28A-FLL2	↓ ↓ ↓			
13	28D-FL1	12x12 LF → TAN		Thick Brown	
14	28D-FL2	marble Finish		lines	
15	28A-FL1	LF - Brown/Dark			
16	28A-FL2	wood grain look			
17	25-FRT1	Flat Roof Friezel			
18	25-FRT2	Silver paint			
19	25-RS1	Roof Shingle - Black			
20	25-RS2	with Red/white specs.			

Relinquished by: [Signature] Date/Time: Sept 2 09 @ 14110
 Received by: _____ Date/Time: _____
 Relinquished by: _____ Date/Time: _____
 Received by: _____ Date/Time: _____

FOR LAB USE ONLY

Lab Recipient: Elisa Zelli Date/Time: 9/2/09:15 Method of Shipment: air

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

3785 Presidential Pkwy., Atlanta, GA 30340-3704
(770) 457-8177 / Toll Free (800) 972-4899 / Fax (770) 457-8188

**CHAIN OF CUSTODY
BULK ASBESTOS ANALYSIS**

0909/46

Client Name: NESE Phone: 404 493-5418
 Address: 273 Quail Row Fax: 706 892 1226
 City, State, Zip: Smilee GA 30571 Project Name: _____
 Contact: Doug Anderson Project Number: 09-892
 Sampler's Name: Doug Anderson Sampling Date: Sept 20 09

Sample ID	Sample Location/Description	Analysis Requested	Turnaround Time	Comments	For AES Use Only
1 25 R SF 1	Roof - Shingle Felt	PCM	Sept 20 09		
2 25 R SF 2	↓ ↓ ↓				
3 25 FRB 1	Roof Frieze - Asphalt				
4 25 FRB 2	Roof - Build up				
5 25 FLL 1	2x12 Floor - tile - TAN				
6 25 FLL 2	↓ ↓ ↓				
7 25 PW 1	parapet wall - Polled				
8 25 PW 2	Roof - Black @ white spots				
9 25 PF 1	penetration Flash -				
10 25 PF 2	Roof caps & pees -				
11 25 PWF 1	parapet wall Felt				
12 25 PWF 2	↓ ↓ ↓				
13 25 B FL 1	Blue Flower patterns				
14 25 B FL 2	involvement				
15 26 RR 1	Roofing - Polled Black @				
16 26 RR 2	Roofing - Grey				
17 26 RS 1	Roof Shingle - Black				
18 26 RS 2	Roof Shingle				
19 26A TC 1	Textured/papered ceiling				
20 26D TC 2	↓ ↓ ↓				

Relinquished by: [Signature] Date/Time: Sept 20 09 @ 14:10
 Received by: _____ Date/Time: _____
 Relinquished by: _____ Date/Time: _____
 Received by: _____ Date/Time: _____

FOR LAB USE ONLY

Lab Recipient: [Signature] Date/Time: 9/20/09 Method of Shipment: direct

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

3785 Presidential Pkwy., Atlanta, GA 30340-3704
(770) 457-8177 / Toll Free (800) 972-4889 / Fax (770) 457-8188

0909146

**CHAIN OF CUSTODY
BULK ASBESTOS ANALYSIS**

Client Name: Nest Phone: 404 493 5418
 Address: 273 Quail Run Fax: 706 892 1226
 City, State, Zip: Sawtooth CA. 30571 Project Name: _____
 Contact: Dan C. [Signature] Project Number: 09-892
 Sampler's Name: Dan C. [Signature] Sampling Date: Sept 2009

Sample ID	Sample Location/Description	Analysis Requested	Turnaround Time	Comments	For AES Use Only
1 26A JCI	Point compound @ windows	PCM			
2 26B JCI	↓		20		
3 26C JCI	↓				
4 26D JCI	↓				
5 26 FR1	Flat Roof (W) Silver Paint				
6 26 FR2	↓				
7 26 BFR1	Flat Roof - Bottom Asphalt				
8 26 BFR2	↓				
9 26 DFL1	linoleum TAW / This		15		
10 26 DFL2	Green linoleum				
11 26 A FT1	12x12 floor tile (W)				
12 26 A FT2	mastric				
13 29 CFL1	linoleum - TAW		15		
14 29 CFL2	↓				
15 36 RRS1	Roof Shingles - Pink		20		
16 36 RRS2	Brown				
17 26 RF1	Roof Felt				
18 26 RF2	↓				
19 26 PF1	Penetration Flash				
20 26 PF2	Roof Caps				

Relinquished by: [Signature] Date/Time: Sept 2 1410
 Received by: _____ Date/Time: _____
 Relinquished by: _____ Date/Time: _____
 Received by: _____ Date/Time: _____

Lab Recipient	<u>Felix Zolvi</u>	FOR LAB USE ONLY	Date/Time: <u>9/2/09</u>	Method of Shipment: <u>air</u>
---------------	--------------------	------------------	--------------------------	--------------------------------

2:15



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

4-Sep-09

Client Name: National Environmental Solutions, Inc.	AES Job Number: 0909146
Project Name:	Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
19A-01 Layer: 1	0909146-001A	Joint Compound	2	ND	ND	ND	ND	ND	Paint included as binder
19B-01 Layer: 1	0909146-002A	Joint Compound	2	ND	ND	ND	ND	ND	Paint included as binder
19C-01 Layer: 1	0909146-003A	Joint Compound	2	ND	ND	ND	ND	ND	Paint included as binder
19D-01 Layer: 1	0909146-004A	Joint Compound	2	ND	ND	ND	ND	ND	Paint included as binder
27D-FL1 Layer: 1	0909146-005A	12x12 Tan LF	ND	ND	ND	ND	ND	ND	Tan Floor tile with glue. Latex included as resilient
27D-FL2 Layer: 1	0909146-006A	12x12 Tan LF	ND	ND	ND	ND	ND	ND	Tan Floor tile with glue. Latex included as resilient
27D-FLL1 Layer: 1	0909146-007A	Linoleum Floor Tan	ND	ND	ND	ND	ND	ND	Light brown vinyl
27D-FLL1 Layer: 2	0909146-007A	Linoleum Floor Tan	ND	ND	ND	ND	ND	ND	Backing
27D-FLL2 Layer: 1	0909146-008A	Linoleum Floor Tan	ND	ND	ND	ND	ND	ND	Light brown vinyl

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

4-Sep-09

Client Name: National Environmental Solutions, Inc.	AES Job Number: 0909146
Project Name:	Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
27D-FLL2 Layer: 2	0909146-008A	Linoleum Floor Tan	ND	ND	ND	ND	ND	ND	Backing
28D-FLL1 Layer: 1	0909146-009A	Linoleum Floor Tan Marble Look - Light Tan Lines	ND	ND	ND	ND	ND	ND	Tan Vinyl
28D-FLL1 Layer: 2	0909146-009A	Linoleum Floor Tan Marble Look - Light Tan Lines	ND	ND	ND	ND	ND	ND	Backing
28D-FLL2 Layer: 1	0909146-010A	Linoleum Floor Tan Marble Look - Light Tan Lines	ND	ND	ND	ND	ND	ND	Tan Vinyl
28D-FLL2 Layer: 2	0909146-010A	Linoleum Floor Tan Marble Look - Light Tan Lines	ND	ND	ND	ND	ND	ND	Backing
28A-FLL1 Layer: 1	0909146-011A	12x12 LF - Tan Marble	ND	ND	ND	ND	ND	ND	Floor Tile with glue. Latex included as resilient
28A-FLL2 Layer: 1	0909146-012A	12x12 LF - Tan Marble	ND	ND	ND	ND	ND	ND	Floor Tile with glue. Latex included as resilient
28D-FL1 Layer: 1	0909146-013A	12x12 LF - Tan - Thick Brown Lines	ND	ND	ND	ND	ND	ND	
28D-FL2 Layer: 1	0909146-014A	Marble Finish	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

4-Sep-09

Client Name: National Environmental Solutions, Inc.	AES Job Number: 0909146
Project Name:	Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
28A-FL1 Layer: 1	0909146-015A	LF - Brown / Dark	ND	ND	ND	ND	ND	ND	Brown Vinyl
28A-FL1 Layer: 2	0909146-015A	LF - Brown / Dark	ND	ND	ND	ND	ND	ND	Backing
28A-FL1 Layer: 3	0909146-015A	LF - Brown / Dark	ND	ND	ND	ND	ND	ND	Glue
28A-FL2 Layer: 1	0909146-016A	Wood Grain Look	ND	ND	ND	ND	ND	ND	Brown Vinyl
28A-FL2 Layer: 2	0909146-016A	Wood Grain Look	ND	ND	ND	ND	ND	ND	Backing
28A-FL2 Layer: 3	0909146-016A	Wood Grain Look	ND	ND	ND	ND	ND	ND	Glue
25-FRT1 Layer: 1	0909146-017A	Flat Roof Field w/ Silver Paint	5	ND	ND	ND	ND	ND	Silver paint included as binder
25-FRT1 Layer: 2	0909146-017A	Flat Roof Field w/ Silver Paint	ND	ND	ND	ND	ND	ND	
25-FRT2 Layer: 1	0909146-018A	Flat Roof Field w/ Silver Paint	5	ND	ND	ND	ND	ND	Silver paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

4-Sep-09

Client Name:	National Environmental Solutions, Inc.	AES Job Number:	0909146
Project Name:		Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
25-FRT2 Layer: 2	0909146-018A	Flat Roof Field w/ Silver Paint	ND	ND	ND	ND	ND	ND	
25-RS1 Layer: 1	0909146-019A	Roof Shingle - Black with Red / White Specks	ND	ND	ND	ND	ND	ND	
25-RS2 Layer: 1	0909146-020A	Roof Shingle - Black with Red / White Specks	ND	ND	ND	ND	ND	ND	
25-RSF1 Layer: 1	0909146-021A	Roof Shingle Felt	ND	ND	ND	ND	ND	ND	
25-RSF2 Layer: 1	0909146-022A	Roof Shingle Felt	ND	ND	ND	ND	ND	ND	
25-FRB1 Layer: 1	0909146-023A	Roof Field - Asphalt Roof - Build Up	ND	ND	ND	ND	ND	ND	
25-FRB2 Layer: 1	0909146-024A	Roof Field - Asphalt Roof - Build Up	ND	ND	ND	ND	ND	ND	
25-FLL1 Layer: 1	0909146-025A	12x12 Floor Tile - Tan	ND	ND	ND	ND	ND	ND	Gray floor tile with glue. Latex included as resilient
25-FLL2 Layer: 1	0909146-026A	12x12 Floor Tile - Tan	ND	ND	ND	ND	ND	ND	Gray floor tile with glue. Latex included as resilient

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

4-Sep-09

Client Name: National Environmental Solutions, Inc.	AES Job Number: 0909146
Project Name:	Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
25-PW1 Layer: 1	0909146-027A	Parapet Wall - Rolled Roof - Black w/ White Specks	ND	ND	ND	ND	ND	ND	
25-PW2 Layer: 1	0909146-028A	Parapet Wall - Rolled Roof - Black w/ White Specks	ND	ND	ND	ND	ND	ND	
25-PF1 Layer: 1	0909146-029A	Penetration Flash - Ridge Caps and Pens	5	ND	ND	ND	ND	ND	
25-PF1 Layer: 2	0909146-029A	Penetration Flash - Ridge Caps and Pens	ND	ND	ND	ND	ND	ND	
25-PF2 Layer: 1	0909146-030A	Penetration Flash - Ridge Caps and Pens	5	ND	ND	ND	ND	ND	
25-PF2 Layer: 2	0909146-030A	Penetration Flash - Ridge Caps and Pens	ND	ND	ND	ND	ND	ND	
25-PWF1 Layer: 1	0909146-031A	Parapet Wall Felt	ND	ND	ND	ND	ND	ND	
25-PWF2 Layer: 1	0909146-032A	Parapet Wall Felt	ND	ND	ND	ND	ND	ND	
25-BFL1 Layer: 1	0909146-033A	Blue Flower Pattern Linoleum	ND	ND	ND	ND	ND	ND	Gray floor tile with glue. Latex included as resilient

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

4-Sep-09

Client Name: National Environmental Solutions, Inc.	AES Job Number: 0909146
Project Name:	Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
25-BFL2 Layer: 1	0909146-034A	Blue Flower Pattern Linoleum	ND	ND	ND	ND	ND	ND	Gray floor tile with glue. Latex included as resilient
26-RR1 Layer: 1	0909146-035A	Roofing - Rolled Brick w/ Gray	ND	ND	ND	ND	ND	ND	
26-RR2 Layer: 1	0909146-036A	Roofing - Rolled Brick w/ Gray	ND	ND	ND	ND	ND	ND	
26-RS1 Layer: 1	0909146-037A	Roof Shingle - Black Roof Shingle	ND	ND	ND	ND	ND	ND	
26-RS2 Layer: 1	0909146-038A	Roof Shingle - Black Roof Shingle	ND	ND	ND	ND	ND	ND	
26-ATC1 Layer: 1	0909146-039A	Textured / Popcorn Ceiling	5	ND	ND	ND	ND	ND	Paint included as binder
26-DTC2 Layer: 1	0909146-040A	Textured / Popcorn Ceiling	5	ND	ND	ND	ND	ND	Paint included as binder
26-AJC1 Layer: 1	0909146-041A	Joint Compound at Window	2	ND	ND	ND	ND	ND	Paint included as binder
26-BJC1 Layer: 1	0909146-042A	Joint Compound at Window	2	ND	ND	ND	ND	ND	Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

4-Sep-09

Client Name: National Environmental Solutions, Inc.	AES Job Number: 0909146
Project Name:	Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
26-CJC1 Layer: 1	0909146-043A	Joint Compound at Window	ND	ND	ND	ND	ND	ND	Paint included as binder
26-CJC1 Layer: 2	0909146-043A	Joint Compound at Window	ND	ND	ND	ND	ND	ND	
26-DJC1 Layer: 1	0909146-044A	Joint Compound at Window	2	ND	ND	ND	ND	ND	Paint included as binder
26-FR1 Layer: 1	0909146-045A	Flat Roof w/ Silver Paint	5	ND	ND	ND	ND	ND	Silver paint included as binder
26-FR1 Layer: 2	0909146-045A	Flat Roof w/ Silver Paint	ND	ND	ND	ND	ND	ND	
26-FR2 Layer: 1	0909146-046A	Flat Roof w/ Silver Paint	5	ND	ND	ND	ND	ND	Silver paint included as binder
26-FR2 Layer: 2	0909146-046A	Flat Roof w/ Silver Paint	ND	ND	ND	ND	ND	ND	
26-BFR1 Layer: 1	0909146-047A	Flat Roof - Bottom Asphalt Roof	ND	ND	ND	ND	ND	ND	
26-BFR2 Layer: 1	0909146-048A	Flat Roof - Bottom Asphalt Roof	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

4-Sep-09

Client Name: **National Environmental Solutions, Inc.**

AES Job Number: **0909146**

Project Name:

Project Number: **09-892**

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
26-DFL1 Layer: 1	0909146-049A	Linoleum Tan / Thin Gray Lines	ND	ND	ND	ND	ND	ND	Tan Vinyl
26-DFL1 Layer: 2	0909146-049A	Linoleum Tan / Thin Gray Lines	ND	ND	ND	ND	ND	ND	Backing with glue
26-DFL2 Layer: 1	0909146-050A	Linoleum Tan / Thin Gray Lines	ND	ND	ND	ND	ND	ND	Tan Vinyl
26-DFL2 Layer: 2	0909146-050A	Linoleum Tan / Thin Gray Lines	ND	ND	ND	ND	ND	ND	Backing with glue
26-AFT1 Layer: 1	0909146-051A	12x12 Floor Tile w/ Mastic	ND	ND	ND	ND	ND	ND	Gray floor tile
26-AFT1 Layer: 2	0909146-051A	12x12 Floor Tile w/ Mastic	ND	ND	ND	ND	ND	ND	Bitumen
26-AFT2 Layer: 1	0909146-052A	12x12 Floor Tile w/ Mastic	ND	ND	ND	ND	ND	ND	Gray floor tile
26-AFT2 Layer: 2	0909146-052A	12x12 Floor Tile w/ Mastic	ND	ND	ND	ND	ND	ND	Bitumen
29-CFL1 Layer: 1	0909146-053A	Linoleum - Tan	ND	ND	ND	ND	ND	ND	Tan Vinyl

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab ID# 102082-0

4-Sep-09

Client Name: National Environmental Solutions, Inc.	AES Job Number: 0909146
Project Name:	Project Number: 09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
29-CFL1 Layer: 2	0909146-053A	Linoleum - Tan	ND	ND	ND	ND	ND	ND	Backing
29-CFL2 Layer: 1	0909146-054A	Linoleum - Tan	ND	ND	ND	ND	ND	ND	Tan Vinyl
29-CFL2 Layer: 2	0909146-054A	Linoleum - Tan	ND	ND	ND	ND	ND	ND	Backing
36-RRS1 Layer: 1	0909146-055A	Roof Shingle - Red / Brown	ND	ND	ND	ND	ND	ND	
36-RRS2 Layer: 1	0909146-056A	Roof Shingle - Red / Brown	ND	ND	ND	ND	ND	ND	
26-RF1 Layer: 1	0909146-057A	Roof Felt	ND	ND	ND	ND	ND	ND	
26-RF2 Layer: 1	0909146-058A	Roof Felt	ND	ND	ND	ND	ND	ND	
26-PF1 Layer: 1	0909146-059A	Penetration Flash and Ridge Caps Paint	15	ND	ND	ND	ND	ND	
26-PF2 Layer: 1	0909146-060A	Penetration Flash and Ridge Caps Paint	15	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials. Quantitative TEM is currently the only method that can be used to determine the conclusive asbestos content.

It is certified by the signatures below that the laboratory identified is accredited by the National Institute of Standards and Technology for Polarized Light Microscopy (PLM) analysis under the EPA Interim Asbestos Bulk Sample Quality Assurance Program, Laboratory ID 102082-0. All percentages given are by visually estimated volume. All analyses are performed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, July 1993." This report must not be reproduced except in full without the approval of Analytical Environmental Service, Inc. These test results apply only to the samples actually tested.

Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

3785 Presidential Pkwy., Atlanta, GA 30340-3704
(770) 457-8177 / Toll Free (800) 972-4889 / Fax (770) 457-8188

0909193

**CHAIN OF CUSTODY
BULK ASBESTOS ANALYSIS**

Client Name: WEST Phone: 404-93-5428
 Address: 273 Quail Run. Fax: 206-892-1226
 City, State, Zip: Savannah GA 30511 Project Name: _____
 Contact: Doug [Signature] Project Number: 09-892
 Sampler's Name: _____ Sampling Date: Sep 30 09

Sample ID	Sample Location/Description	Analysis Requested	Turnaround Time	Comments	For AES Use Only
1 0908E94	36D-JC1	+ 0 - 6 +	due next day		
2 0908E88	35-TK1				
3 0908E59	32B-TK1				
4 0908H12	23D-DW1				
5		long term	9-4-09		
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Relinquished by: [Signature] Date/Time: 9-3-09 @ 10:30
 Received by: _____ Date/Time: _____
 Relinquished by: _____ Date/Time: _____
 Received by: _____ Date/Time: _____

FOR LAB USE ONLY

Lab Recipient: [Signature] Date/Time: 9/3/09 Method of Shipment: 10:30

CLIENT

ANALYTICAL ENVIRONMENTAL SERVICES, INC.
3785 Presidential Parkway Atlanta, GA. 30340

SUMMARY OF PLM POINT COUNTING

Company Name National Environmental Solutions, Inc.
 Project Name Charleston TB - 8/20/09
 Project Number 09-892

AES Job# 0909193-
 Date Received 9/3/2009
 Analyst Yelena Khanina
 Date Analyzed 9/4/2009

CLIENT I.D.	AES LAB NUMBER	SAMPLE LOCATION	% OF CHRYSOTILE	ASBESTOS POINTS COUNTED	TOTAL POINTS COUNTED
0908E94	0909193-001A	36D - JC 1	1	4	400
0908E88	0909193-002A	35 - TC 1	3.75	15	400
0908E59	0909193-003A	32B TC 1	4.25	17	400
0908H12	0909193-004A	23D DW 1	2.25*	9	400

*- For 1st Layer

Approved By: _____



Date: 9/4/2009

It is certified by the signature above that the point counting analysis was performed according to methods described in EPA/600/R-93/116, "Method for Determination of Asbestos in Bulk Building Materials".

*% Asbestos = (Asbestos Points / Total Points) x 100%