

FULTON COUNTY

Vision
People Families Neighborhoods

Mission
To serve, protect and govern in concert with local municipalities

Values
People Ethics Innovation Customer Services Resource Management Equal Opportunity

INVITATION TO BID 12ITB0122K-DJ

Summertree Condominium Complex-Asbestos Abatement and Demolition For

Housing and Human Services Department

BID DUE DATE AND TIME: Monday, February 6, 2012 at 11:00 A.M.
BID ISSUANCE DATE: Friday, December 30, 2011
PRE-BID CONFERENCE DATE: Wednesday, January 11, 2012 at 1:30 PM
PURCHASING CONTACT: Donna Jenkins, (404) 612-4213
E-MAIL: donna.jenkins@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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INVITATION TO BID
12ITB0122K-DJ
Summertree Condominium Complex-Asbestos Abatement and Demolition

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the construction of Summertree Condominium Complex-Asbestos Abatement and Demolition 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, February 6, 2012, and then at said office publicly opened and read aloud.

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 Eradication Letter; Demolition, Removal and Disposal of all above ground building structures. There are 19 buildings in total, each building is approximately 1 and ½ stories and measures 48' by 72' and the ½ story is 48' by 25'. No floor plans are available but the total approximated square footage per building is 4,650 square feet each. Exhibit B details the locations of asbestos throughout the complex. Removal and disposal of all trash and debris. The location of the work is at the Summertree Condominium Complex located at 122 Summertree Lane, Riverdale, Ga. 30296.

Permits:

No Land Disturbance Permit is required for this project. Fulton County will apply for the Demolition Permit. The selected contractor shall provide to Fulton County all necessary asbestos abatement documents and a signed rodent eradication letter from a certified exterminator prior to obtaining the Demolition Permit. 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 locations of asbestos to be removed in the buildings. The selected vendor or subcontractor 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:

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

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 **85 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: Donna Jenkins, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 612-4213
Fax: (404) 335-5807
Reference Bid #12ITB0122K-DJ

Or donna.jenkins@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

Date: Wednesday - January 11, 2012
Time: 1:30 PM
Location: Fulton County Department of Purchasing and Contract Compliance,
Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303

Site Visit

Date: Thursday - January 12, 2012 **and** Thursday – January 19, 2012
Time: 10:30 AM
Location: Summertree Condominium Complex
122 Summertree Lane
Riverdale, GA 30296

A pre-bid conference will be held in the Fulton County Department of Purchasing and Contract Compliance Conference Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***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-#12ITB0122K-DJ, Summertree Condominium Complex-Asbestos Abatement and Demolition.

Additionally, ***THE BIDDER IS ALSO REQUIRED TO WRITE THEIR GEORGIA UTILITY CONTRACTOR LICENSE NUMBER ON THE OUTSIDE OF THE SEALED BID ENVELOPE.***

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, Monday, January 23, 2012. 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: Donna Jenkins, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 335-5807
Donna.jenkins@fultoncountyga.gov
Reference Bid # 12ITB0122K-DJ

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

There will be two site visits for this project. The first will be held on Thursday, January 12, 2012 at 10:30 AM. **and** the second will be held Thursday January 19, 2012. Bidders **are not** required to attend.

Location: Summertree Condominium Complex
122 Summertree Lane
Riverdale, GA 30296

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 (APPLICABLE)

A Utility Contractor's License is required to perform this work in accordance with O.C.G.A. §43-14-8.2(h). ***Bids for utility contracting projects must be from a licensed utility contractor and that licensed contractor must be the prime on this project.*** It

is not permissible for an unlicensed individual/firm to subcontract with a licensed utility contractor for this project. Form C1: Georgia Utility License Certification in Section 5, Purchasing Forms must be completed and submitted by the contractor performing the work.

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 (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 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

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

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".

W. Title VI Policy

POLICIES AND PROCEDURES

SUBJECT: Title VI Non-Discrimination Policy

EFFECTIVE DATE: July 20, 2011

NUMBER: 600-71

Purpose

The purpose of this policy is to articulate Fulton County's commitment to comply with all Non-Discrimination provisions pursuant to Title VI of the Civil Rights Act of 1964, as amended.

Policy

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency. When Fulton County distributes federal aid funds to another entity, the County will include Title VI language in all written agreements and will monitor them for compliance.

Responsibilities

Under this policy the specific Title VI responsibilities are assigned to additional County departments and agencies as specified below:

- **Office of Internal Audit** is responsible for initiating and monitoring Title VI activities, preparing required reports and other County responsibilities through the Title VI Coordinator. The Title VI coordinator is responsible for implementing, monitoring, and

ensuring the County's compliance with Title VI regulations by developing and implementing a Title VI Plan, preparing annual Title VI accomplishments and goal reports, creating compliant activity logs, maintaining effective informational materials and providing proactive supervision and guidance to departmental Title VI liaisons.

- **Office of Equal Employment Opportunity and Disability Affairs** is responsible for maintaining and updating this policy as well as establishing and implementing discrimination complaint procedures associated with Title VI of the Civil Rights Act of 1964, as amended.

- **Department of Purchasing and Contract Compliance** is responsible for ensuring that the required Title VI and Notice to the Public language is included in all solicitations and contracts; monitoring of projects; providing outreach to Disadvantaged Business Enterprises ("DBEs"); providing contractor/vendor/subcontractor training; and handling contractor/subcontractor complaints.

- **Grant Recipient Departments** are responsible for designating a Title VI Liaison. The Title VI Liaison's responsibilities include but are not limited to the following: 1) Ensuring compliance, program monitoring, reporting and education within their respective programs; 2) Attending regularly scheduled meetings with the Title VI Coordinator to discuss issues regarding program implementation and compliance monitoring within the County; 3) Assisting the Title VI Coordinator, the Office of Equal Employment and Disability Affairs and the Department of Purchasing and Contract Compliance with ensuring compliance, program monitoring, reporting and education within their respective Departments, as appropriate.

Applicability

This policy and procedure applies to all Fulton County departments and agencies, contractors, and elected officials.

Departmental Sponsor: Office of the County Manager

Policy Review Date: December 31, 2016

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 (3) 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>applicable</i>) Form C2- Georgia General Contractors License (<i>applicable</i>) Form C3- Georgia Professional Licenses (<i>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	Attachment G- Form HUD-60003 Annual Section 3 Summary Reporting Requirements	
8	Federal Labor Standard Provisions	
9	Environmental Review Assurances	

YEAR 2011 FULTON COUNTY CDBG PROGRAM
Attachment G – form HUD-60002 (6/2001)

ANNUAL SECTION 3 SUMMARY REPORTING REQUIREMENTS

FOR RECIPIENTS OF HUD COMMUNITY PLANNING & DEVELOPMENT FUNDING

*TECHNICAL ASSISTANCE ON FORM HUD-60002

Why HUD Enforces Section 3?

Each year the U.S. Department of Housing and Urban Development invests billions of federal dollars into distressed communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist families achieve the American Dream.

The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities not only provide “bricks and mortar”, but can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD’s legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects. Further, as a condition of receiving HUD Community Planning and Development assistance, recipients certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b). Accordingly, the Department has the legal responsibility to monitor recipients for compliance and can impose penalties upon those that fail to meet these obligations.

Applicability of Section 3 to Community Planning & Development Assistance

The requirements of Section 3 apply to recipients of HUD Community Planning and Development funding exceeding **\$200,000**.

Section 3 covered projects are those in which a (or aggregate) amount of covered funding exceeding \$200,000, is invested into activities involving **housing construction, demolition, rehabilitation, or other public construction—i.e., roads, sewers, community centers, etc.**

[Example: Section 3 applies to the combined investment of more than \$200,000 into multiple single-family housing rehabilitation projects during a program year].

Contractors or subcontractors that receive contracts in excess of **\$100,000** for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients.

If the recipient agency receives Section 3 covered funding and invests these funds into covered projects/activities, but no individual contract exceeds \$100,000, responsibility for complying with Section 3 only applies to the recipient.

Accordingly, the recipient must attempt to reach the Section 3 minimum numerical goals found at 24 CFR Part 135.30 by: 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and 2) Offering 30 percent of new employment opportunities to Section 3 businesses.

Federal Labor Standards Provisions

U.S. Department of Housing

And Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (i)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b) (2) (B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a) (3)

(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(i)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in

any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(I) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Environmental Review Assurances

The award of funds under this program is subject to the environmental review requirements of 24 CFR part 50. These requirements only apply to grant-funded projects fully or partially funded by HUD, undertaken by grantees and all tiers of subgrantees and subcontractors.

When a project is limited to activities described in 24 CFR 50.19, it does not require an environmental review. All other activities (for example, acquisition of real property, construction, and alteration) are subject to an environmental review. Since the approval of the initial grants in this program must occur prior to the identification of properties to be treated, as is provided for in 24 CFR 50.3(h), the applicant hereby agrees that it will assist Fulton County CDBG (FC CDBG) Program to comply with 24 CFR part 50, and that the applicant shall:

1. Advise FC CDBG Program of all projects requiring a review under 24 CFR part 50 prior to their approval and supply FC CDBG Program with all available and relevant information necessary for FC CDBG Program to perform for each property any environmental review required by 24 CFR part 50;
2. Carry out mitigating measures required by FC CDBG Program or select an alternate property or project;
3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend FC CDBG Program or local funds for these program activities on a HUD-assisted project until FC CDBG Program has completed an environmental review to the extent required under 24 CFR 50 and has given notification of its approval in accordance with 24 CFR 50.3(h)(3); and
4. Include the above requirements in all subgrants and subcontracts.

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: #12ITB0122K-DJ
Summertree Condominium Complex-Asbestos Abatement and Demolition

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 10 (BELOW), INCLUSIVE, THE AMOUNT OF:

\$ _____
(Dollar Amount In Numbers)

(Dollar Amount In Words)

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.

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 above ground structures, Structures, Trash and Debris	-----	Lump Sum	\$
Items 4, 5, 6, 7, 8, 9, and 10 are Task Allowance Items only to be used when <u>pre-authorized</u> , and directed by the assigned Fulton County Project Manager.				
4.	Type A silt fence installed sd 1-A	875 LF	Per LF \$	\$
5.	Curb Inlet Filters (Pigs In Blanket)	75 LF	Per LF \$	\$
6.	Seed and Straw	175 SY	Per SY \$	\$
7.	Tree Protection Fence	200 LF	Per LF \$	\$
8.	Air Quality Monitoring- Used during asbestos abatement	25 days	Per Day \$	\$
9.	Traffic Control- Certified Flagmen, signs	48 hrs	Per Hour \$	
10.	Unforeseen Site Conditions/ or Additional Testing/Permits- As directed by Fulton County Project Manager	-----	-----	\$ 25,000.00
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 4, 5, 6, 7, 8, 9, and 10, Task allowances must be pre-approved by the assigned Fulton County Project Manager and payment shall be based on the actual quantities installed per the unit price.

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 of the Contracting Officer and to fully complete all work under this Contract within **45 consecutive calendar** days from and including said date.

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 _____

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.

BID BOND
#12ITB0122K-DJ
SUMMERTREE CONDOMINIUM COMPLEX-ASBESTOS ABATEMENT AND DEMOLITION
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 **#12ITB0122K-DJ 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.

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)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be
duly signed and sealed this _____ day of _____, 20__

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

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 C: Professional License Certifications
 - Form C1 – Georgia Utility License Contractor License
 - Form C2 – Georgia General Contractors License
 - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

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 _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

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.

**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)

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

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)

**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)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional 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)

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.

(a) 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.

(b) 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 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 statutes 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]

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 _____, 20__

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

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.

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]

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 _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

**FORM F: 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.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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 _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

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).

FORM G: 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.

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).

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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 without regard to the race, color, gender or national origin of the ownership of any such business. 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 or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

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 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 payment 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 proposal being deemed non-responsive.

- 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 Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H 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.

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.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																	
FIRST/MID LEVEL OFFICIALS and MANAGERS																	
PROFESSIONALS																	
TECHNICIANS																	
SALES WORKERS																	
ADMINISTRATIVE SUPPORT WORKERS																	
CRAFT WORKERS																	
OPERATIVES																	
LABORERS & HELPERS																	
SERVICE WORKERS																	
TOTAL																	

FIRMS'S NAME

ADDRESS

TELEPHONE

This completed form is for (Check only one):

Submitted by:

Bidder/Proposer

Subcontractor

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 enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. 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.

3. 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, please attach copy of recent certification.**

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, please attach copy of recent certification.**

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/Proposer 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/Proposer 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/Proposer 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 subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors 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/proposal.

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

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

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

1. That the bidder/proposer 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/proposer 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 decision made by the bidder/proposer 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

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation 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: _____
Telephone No.: _____
Nature of Business: _____

- 2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

- 3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (if applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. 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?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. 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.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

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

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. 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 Contract Compliance, Departments of Purchasing and Contract Compliance, and 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 officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report must be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing 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 of participation 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	Starting Date	Contract Period Ending Date
TOTALS						

Executed By: _____ Date: _____ My Commission Expires: _____
 (Signature) (Printed Name)

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

**Insurance and Risk Management Provisions
Summertree Condominium Complex-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. Longshoremen 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	\$1,000,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

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
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(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
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5. CONTRACTORS POLLUTION LIABILITY

Each Occurrence	\$1,000,000
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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 thirty (30) 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 additional 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 Contractor. 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 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.

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 Abatement and Demolition Project

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 receipt of Notice to Proceed from the County, and shall complete the work within 80 calendar days from the Notice to Proceed or the date work begins, whichever comes first. 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.

[Insert if applicable 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 it 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 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 and the Construction 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, 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:

FULTON COUNTY, GEORGIA

CONTRACTOR:

***[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:

Angela Parker, Director
Department of Public Works

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 _____
(Insert name of Contractor)
(hereinafter called the "Principal") and _____
(Insert name of Surety)
(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's 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.

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SPECIAL CONDITIONS

Not Applicable

SUMMARY OF WORK

SECTION 01010

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:

Demolish, remove and dispose of all building structures including abandoned swimming pool from the site and remove all trash and debris from the demolition work and any pre-existing trash and debris located on the Summertree Condominium property. Remove all 19 uninhabitable buildings and adjoining above ground structures (fencing and car port support columns) and cleanup existing trash from the site.

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 subcontractor 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 related permit fees are the responsibility of the selected contractor.

The buildings are similar in size; they are 1 and ½ stories and house 4 apartment units each, approximate square footage per building is 4,650 square feet. The scheduled site visits are for the bidders and subcontractors to get actual on-site measurements and to view the site for bidding purposes.

After the required 10 day notification to EPA, legal asbestos abatement, removal and disposal by a certified company and rodent eradication, all remaining above ground structures and any above ground trash/debris shall be demolished and legally disposed of off-site. The selected vendor must also have a licensed exterminator treat the structures and prepare a vermin rodent eradication letter.

Due to the close proximity of habitable residences, Fulton County will require air quality monitoring during the asbestos abatement process. The selected vendor shall be responsible for providing a Georgia State Licensed contractor to perform the monitoring work.

No plans are required. The existing concrete slab foundations, asphalt roads and curb & gutters shall remain in place. The buildings are easily accessible from the paved road and parking areas in the complex. Fulton County will require all storm drains be fitted with curb inlet filters (pigs in a blanket).

Although the project does not require a Land Disturbance Permit, the contractor shall provide to Fulton County required documentation for the Demolition Permit pertaining to asbestos abatement and rodent eradication. Any related cost for permitting shall be paid from Task Allowances for Testing and Permitting. Also, prior to any demolition or earthwork the selected vendor shall install type A silt fence around sloping borders of the property boundaries and to use adequate erosion control measures 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.

The selected vendor shall notify and coordinate the disconnection of Utilities present on site, including Water, Gas, and Electrical.

All underground utility pipes shall remain on site, properly capped, disconnected and abandoned. Building concrete slabs, Asphalt roads, manholes, storm drains and curb and gutters shall remain on site.

The Contractor shall provide clean suitable fill dirt for any caverns and depressions and compact the fill to 95% compaction, all disturbed ground shall be seeded (Bermuda, Fescue, Rye Mix) and strawed. The selected vendor shall warranty the grassing for one year and shall reseed and fertilize any areas where grassing has not been established, at no additional cost to the County. All work shall be in conformance with OSHA Safety Standards.

Traffic control, job site security and safety of the site shall be the responsibility of the selected vendor.

Working hours shall be from 7:30 am to 5:00 pm Monday through Friday.

No formal tree protection plan is required. All trees and vegetation are to remain. Existing Trees shall not be harmed or damaged during construction. The contractor shall use tree save fencing when required to protect trees and root systems. During demolition the contractor should take precautions to keep heavy equipment on the existing paved surfaces. The assigned Fulton County Project Manager may require tree protection in a few select areas. If so, then tree save/protection fencing shall be installed as directed and paid from Task Allowances as a unit price item.

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. 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.

1.4 SPECIAL PROJECT PROCEDURES

Contractor shall comply with Fulton County Traffic Control Devices in supplying adequate signage, flagging, personnel, etc. for the entire project. Streets and traffic shall not be blocked during construction.

END OF SECTION 01010

MEASUREMENT & PAYMENT

SECTION 01025

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 or approved in writing by the assigned Fulton County Project Manager.
- 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 Lump Sum when work is completed or extending unit prices multiplied by actual quantities provided and then summing the extended prices to reflect actual work performed. 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 and in place, as specified in the contract documents.

- 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 installed at the unit price item** 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 and verified 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 01025

REGULATORY REQUIREMENTS/PERMITS

SECTION 01060

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 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.

END OF SECTION 01060

PROJECT MEETINGS

SECTION 01200

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 01200

CONSTRUCTION SCHEDULES

SECTION 01310

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 **80 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.
 - 1. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and a critical path.
 - 2. 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.
 - 3. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.

4. 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 01310

JOB SITE SECURITY

SECTION 01540

Part 1 General

1.01 Barricades, Lights and Signals

- A. The Contractor shall furnish and erect such barricades, lights and danger signals and signs and shall provide such other precautionary measures for the protection of persons or property and of the Work as necessary. 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'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 precautions and signs during construction.

END OF SECTION 01540

DUST CONTROL

SECTION 01562

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.

END OF SECTION 01562

CLEANING

SECTION 01710

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.

1.7 FINAL CLEANING

- A. 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.
- B. Maintain cleaning until Final Completion.
- C. 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 01710

EXHIBITS

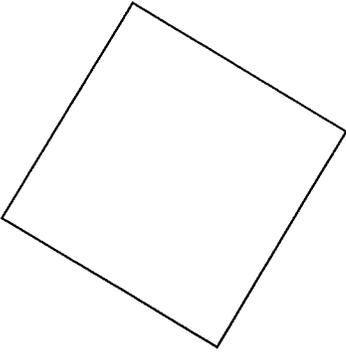
Exhibit A Chain of Custody Bulk Asbestos Analysis

Exhibit B Wage Rates

EXHIBIT

Chain of Custody Bulk Asbestos Analysis

- Sample Charts
- Bulk Sample Summary Report
- Analytical Environmental Services, Inc. (AES) Summary of PLM Point Counting
- EMSL Point Count
- EMSL Point COC
- Building 19
- Building 20
- Building 21
- Building 22
- Building 23
- Building 24
- Building 25
- Building 26
- Building 27
- Building 28
- Building 29
- Building 30
- Building 31
- Building 32
- Building 33
- Building 34
- Building 35
- Building 36
- Building Clubhouse



Clubhouse

Summertree Lane

Bldg. 24

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

Bldg. 23

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

Aspenwood Drive

Bldg. 22

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

Bldg. 19

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

Bldg. 20

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

Bldg. 21

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

Summertree Apartments
 122 Summertree Lane
 Riverdale, Ga. 30296

Northern Portion of Complex

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

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	Carpport	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	Carpport 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. I/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. /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	RAGM
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-FL-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	FNF	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-FRS-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. I/II	RACM
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. VII	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. I/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 Amt	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. I/II	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

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: Nest Phone: (404) 493-5418
 Address: 273 Quail Run Fax: (770) 892-1226
 City, State, Zip: Savannah GA 30571 Project Name: _____
 Contact: Dorey Cumberland Project Number: 09-892
 Sampler's Name: Dorey Cumberland Sampling Date: Sept. 2, 09

Sample ID	Sample Location/Description	Analysis Requested	Turnaround Time	Comments	For AES Use Only				
1 19A-01	Joint compound	PLM							
2 19B-01	↓ ↓ ↓								
3 19C-01	↓ ↓ ↓								
4 19D-01	↓ ↓ ↓								
5 27D-FL1	12x12 T&W LF-						2	Brown lines	
6 27D-FL2	↓ ↓ ↓						1	Squared.	
7 27DFLL1	linoleum floor T&W						1	See site photo	
8 27DFLL2	↓ ↓ ↓								
9 28DFLL1	linoleum floor T&W								
10 28DFLL2	↓ marble look - light T&W lines						1		
11 28AFL1	12x12 LF- T&W marble						1		
12 28AFL2	↓ ↓ ↓						1		
13 28DFL1	12x12 LF → T&W - Thick Brown						1		
14 28DFL2	marble finish lines						1		
15 28AFL1	LF - Brown/Dark						0		
16 28AFL2	wood grain look						1		
17 25FRT1	Flat Roof Field (C)								
18 25FRT2	Silver paint								
19 25RS1	Roof shingle - Black								
20 25RS2	with Red/white specs								

Relinquished by: [Signature] Date/Time: Sept 2 09 @ 1410
 Received by: _____ Date/Time: _____
 Relinquished by: _____ Date/Time: _____
 Received by: _____ Date/Time: _____

Lab Recipient	<u>Erica Zelli</u>	FOR LAB USE ONLY	Date/Time: <u>9/2/09 15</u>	Method of Shipment: <u>air</u>
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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**

0909/46

Client Name: NEST Phone: 404 493-5418
 Address: 273 Quail Row Fax: 770 892 1226
 City, State, Zip: Smilee GA 30571 Project Name: _____
 Contact: Doug Anderson Project Number: 09-892
 Sampler's Name: Doug Anderson Sampling Date: Sept 2009

Sample ID	Sample Location/Description	Analysis Requested	Turnaround Time	Comments	For AES Use Only	
1 25 R SF 1	Roof - Single Felt	PCM	Results on Fri. 9/11/09			
2 25 R SF 2	↓ ↓ ↓					
3 25 FRB 1	Roof - Frieze - Asphalt					
4 25 FRB 2	Roof - Build up					
5 25 FLL 1	2x12 Fluor. tile - TAN					
6 25 FLL 2	↓ ↓ ↓					
7 25 PW 1	parapet wall - Rolled					
8 25 PW 2	Roof - Black @ white spec					
9 25 PF 1	penetration Flash -					
10 25 PF 2	Replace CAP's & pees -					
11 25 PWF 1	parapet wall Felt					
12 25 PWF 2	↓ ↓ ↓					
13 25 B FL 1	Blue Flower pattern					
14 25 B FL 2	Timothewm					
15 26 RR 1	Roofing - Rolled Black @					
16 26 RR 2	Roofing - Grey					
17 26 RS 1	Roof Shingle - Black					
18 26 RS 2	Roof Shingle					
19 26 ATC 1	Textured/papered ceiling					
20 26 DTC 2	↓ ↓ ↓					

Relinquished by: [Signature] Date/Time: Sept 20 2009 14:10
 Received by: _____ Date/Time: _____
 Relinquished by: _____ Date/Time: _____
 Received by: _____ Date/Time: _____

FOR LAB USE ONLY

Lab Recipient: EnviroLogic Date/Time: 9/21/09 2:15 Method of Shipment: client

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: Nessi Phone: 404 493 5418
 Address: 273 Royal Run Fax: 706 892 1226
 City, State, Zip: Sawyer GA, 30571 Project Name: _____
 Contact: Doug Cochran Project Number: 09-892
 Sampler's Name: Doug Cochran Sampling Date: Sept 2009

Sample ID	Sample Location/Description	Analysis Requested	Turnaround Time	Comments	For AES Use Only
1 26A JCI	Joint compound @ windows	PCM			
2 26B JCI	↓				
3 26C JCI	↓				
4 26D JCI	↓				
5 26FR1	Flat Roof (W) silver paint				
6 26FR2	↓				
7 26BFR1	Flat Roof - Bottom Asphalt				
8 26BFR2	↓				
9 26DFL1	linoleum TAW/Thin				
10 26DFL2	Green linoleum				
11 26AFT1	12x12 floor tile (W)				
12 26AFT2	moisture				
13 29CFL1	linoleum - TAW -				
14 29CFL2	↓				
15 36RRS1	Roof Shingles - Pink				
16 36RRS2	Brown				
17 26RF1	Roof Felt				
18 26RF2	↓				
19 26PF1	Penetration Flash				
20 26PF2	Roof Caps				

Relinquished by: [Signature] Date/Time: Sept 2 1410
 Received by: _____ Date/Time: _____
 Relinquished by: _____ Date/Time: _____
 Received by: _____ Date/Time: _____

Lab Recipient Flux Zolvi Date/Time: 9/2/09 Method of Shipment direct
 FOR LAB USE ONLY

2:15



Bulk Sample Summary Report



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



Bulk Sample Summary Report



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	

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Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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

ND = None Detected

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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

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Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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ND = None Detected

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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



Bulk Sample Summary Report



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

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Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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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

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Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina

ANALYTICAL ENVIRONMENTAL SERVICES, INC.
3785 Presidential Parkway Atlanta, GA. 30340

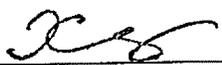
SUMMARY OF PLM POINT COUNTING

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%

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: 404 493-5468
 Address: 273 Quail Run Fax: 706 189-1226
 City, State, Zip: Savannah GA 30511 Project Name: _____
 Contact: Davey [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 ing +	due next day		
2	0908E88	35-TC1				
3	0908E59	32B-TC1				
4	0908H12	23D-DW1				
5			↓ Cont + Pm-	day 1 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



EMSL Analytical, Inc

1800 Water Place, Suite 228, Atlanta, GA 30339

Phone: (770) 956-9150 Fax: (770) 956-9181 Email: atlantafab@emsl.com

Attn: **Doug Campbell**
National Environmental Solutions, Inc.
273 Quail Run
Sautee Nacoochee, GA 30571

Fax: (706) 892-1226 Phone: (678) 524-0203
Project:

Customer ID: NESI62
Customer PO:
Received: 09/03/09 10:05 AM
EMSL Order: 070903686
EMSL Proj:
Analysis Date: 9/3/2009

Test Report: Asbestos Analysis of Bulk Material via EPA 600/R-93/116. Quantitation using 400 Point Count Procedure.

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
34A-JC1 070903686-0001	Joint Compound	Brown Non-Fibrous Homogeneous		99.75% Non-fibrous (other)	0.25% Chrysotile
34A-TC1 070903686-0002	Textured Ceiling	Brown Non-Fibrous Homogeneous		98.25% Non-fibrous (other)	1.75% Chrysotile
24AJC1 070903686-0003	Joint Compound	Brown Non-Fibrous Homogeneous		98.75% Non-fibrous (other)	1.25% Chrysotile
24ATC1 070903686-0004	Textured Ceiling	Brown Non-Fibrous Homogeneous		98.00% Non-fibrous (other)	2.00% Chrysotile

Analyst(s)

Anthony Sanaie (4)

Joe Centifonti, Laboratory Manager
or other approved signatory

Disclaimer: Some samples may contain asbestos fibers present in dimensions below PLM resolution limits. The limit of detection as stated in the method is 0.25%. EMSL Analytical Inc suggests that samples reported as <0.25% or none detected undergo additional analysis via TEM. The above test report relates only to the items tested. This report may not be reproduced, except in full, without written approval of EMSL Analytical Inc. This test report must not be used by the client to claim product endorsement by NVLAP or any agency of the United States Government. EMSL Analytical Inc., bears no responsibility for sample collection activities, analytical method limitations, or the accuracy of results when requested to separate layered samples. EMSL Analytical Inc., liability is limited to the cost of sample analysis. The test results contained within this report meet the requirements of NELAC unless otherwise noted. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc Atlanta 1800 Water Place, Suite 228, Atlanta GA



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody
EMSL Order Number (Lab Use Only):

070903686

EMSL ANALYTICAL, INC.
1800 WATER PLACE STE. 228
ATLANTA, GA 30339-2061

PHONE: (770) 956-9150
FAX: (770) 956-9181

Company: <u>NESEI</u>		EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: <u>273 Quail Run</u>		Third Party Billing requires written authorization from third party	
City: <u>Santa</u>	State/Province: <u>CA</u>	Zip/Postal Code:	Country:
Report To (Name): <u>Dave Campbell</u>		Fax #:	
Telephone #: <u>404-493-5418</u>		Email Address: <u>nationalenvironmental@msn.com</u>	
Project Name/Number:			
Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		Purchase Order: <input type="checkbox"/> U.S. State Samples Taken: <input type="checkbox"/>	

Turnaround Time (TAT) Options* - Please Check

3 Hours 6 Hours 24 Hrs 48 Hrs 3 Days 4 Days 5 Days 10 Days

*For TEM Air 3 hours/6 hours, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PCM - Air <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) <input type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input checked="" type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)	TEM - Air <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	TEM- Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) Soil/Rock/Vermiculite <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> EPA Protocol (Semi-Quantitative) <input type="checkbox"/> EPA Protocol (Quantitative) Other: <input type="checkbox"/>
---	--	--

Check For Positive Stop - Clearly Identify Homogenous Group

Samplers Name: _____ Samplers Signature: _____

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled

Client Sample # (s): _____	Total # of Samples: _____
Relinquished (Client): <u>[Signature]</u>	Date: <u>9/3/09</u> Time: <u>10:05</u>
Received (Lab): <u>[Signature]</u>	Date: <u>9/3/09</u> Time: <u>10:05</u>
Comments/Special Instructions:	

0908439

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name:
National Environmental Solutions, Inc.
273 Quail Run
Savannah, GA 30571

Vertical Results to:
Doug or Beverly Campbell
676.524.0203
Mobile #: 404.483.5418

Bill to: Beverly B Campbell
National Environmental Solutions, Inc.
273 Quail Run
Savannah, GA 30571

Fax Results to: Beverly B Campbell
Fax #: 706.692.1226
E-mail Results: nationalenvsolutions@nemas.com

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

0908439
8-25-09 13:20
US Mail

TURNAROUND TIME: 0.3 Hours, 0.6 Hours, 0.12 Hours, 0.2 Days, 0.5 Days, 0.6-10 Days

PLM Bulk: EPA 600/R-03/116, EPA Paint Count, Other: 000
Project Name/Number: 09-882
Special Instructions: POSITIVE STOP
Site address: Build Area 19

H.A.	Samples (A,B,C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Sd., Fr., Pr.
19	RR1	Redwood Roof BLACK	Cup part			✓
19	RR2	Silver + Green Paint				✓
19	FR1	Felt - Bottom Parabolic layer	Bottom layer			✓
19	FR2	Top of Asphalt Roof				✓
19	FRS1	Felt Roof - Strong layer	next →			✓
19	FRS2	Green Flash				✓
19	FFR1	Felt	next layer Below			✓
19	FFR2		Roller Band			✓
19	RFR1	2nd From top layer	Block			✓
19	RFR2	Roller Band				✓

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

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

1063

0908759

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

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

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

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

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 676.524.0203
 Mobile #: 404.493.5418

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvironmental@msn.com

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

BLM Bulk
 00
 00

EPA 800R-63/116
 EPA Permit Count
 Other

Project Name/Number: 09-882
 Special Instructions: **Positive step**

Site address: **Buildings 19**

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition (Sd, Fr, Pr)
19	RS1	Black Sample - Original	Black - Top Brick			✓
19	RS2	↓	↓			✓
19	RF1	Paradection Finishing				✓
19	RF2	↓	↓			✓
19	RF1	Felt under - Black Shingles				✓
19	RF2	↓	↓			✓
19	AR1	Asphalt Roof	Carport + Flat Roof under X - 10 years			✓
19	AR2	↓	↓			✓
19	PW1	Paradection wall	Roofed Brick			✓
19	PW2	↓	↓			✓

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

2nd 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.

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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-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.

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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	Carport and Flat Roof Under X - Layers	ND	ND	ND	ND	ND	ND	
19-AR2 Layer: 1	0908H39 -018A	Carport 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.

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Microanalyst:

Vira Ruiz

QC Analyst:

Yelena Khanina

0908457

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

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

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
 Sautree-Ga 30571

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenv.com@nema.com

Relinquished: [Signature]
 Date/Time: 8-25-09 11:30
 Received: [Signature]
 Date/Time: 8-25-09 11:20

US MAIL

TURNAROUND 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 000
 EPA 600/R-60/116
 EPA Point Count
 Other: 000
 Project Name/Number: 09-892
 Special Instructions: **Positive STOP**
 Site address: **Buildings 20**

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition Sd, Fr, Pr
20A	FL1	Muskegon Pine wood grain	Kitchen & Dining			✓
20A	FL2	↓				✓
20	RL1	Rollod Roof Black	Large - Bluck			✓
20	RL2	↓				✓
20	R1	Rollod Rumb Bluck	2nd floor			✓
20	R2	↓				✓
20	RF1	Round Flat under Flat Roof shingle - Rollod				✓
20	RF2	↓				✓
20	RS1	Roof Shingle - Black with some loose Flack	Rusty/Brown - any - residue			✓
20	RS2	↓				✓

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 Mastie, Cove Base Mastie, Transitie, Etc.),
 S= Surfacing

hand 2

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc. Bill to: Beverly B Campbell
 Street: 273 Quail Run National Environmental Solutions, Inc. Date/Time: / /
 City/State: Sautree-Ga 30571 Sautree-Ga 30571
 Verbal Results to: Doug or Beverly Campbell Fax Results to: Beverly B Campbell Date/Time: / /
 Telephone #: 878.524.0203 Fax #: 706.892.1226 Date/Time: / /
 Mobile #: 404.453.5415 E-mail Results: nationalenviro@gmail.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

PLM Bulk 00
 EPA 600/R-88/116
 EPA Point Count
 Other
 Project Name/Number: 09-882
 Special Instructions: **Positive stop**
 Site address: **Build 20**

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Sg, Fr, Pr
20	SF1	Shingle Felt				✓
20	SF2	↓ ↓				✓
20	FL1	Insulation Felt	Kitchen - Tap / Thick Linen - Brown to Grey			✓
20	DW1	Pyramid System				✓
20	SC1	Textured Ceiling/PC				✓

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum, WB = Wallboard/Sheet-Rock/Join-Compound, M = Misc. (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 RE = Roofing, TSI = Thermal System Insulation, S = Surfacing

2062



Bulk Sample Summary Report



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.

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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

0908459

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 #: 706.592.1228
 E-mail Results: national@neilson.com

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

PLM Bulk 00
 EPA 600/R-03/116
 EPA Point Count
 Other 00

Project Name/Number: 09-592
 Special Instructions: Positive stop

Site address: Building 21

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition (Gr., Fr., Pr.)
21A	FRI	Flat Roof Collected (W) Silica Paint	Roof Field & Perimeter			✓
21A	FRI	↓	↓	↓		✓
21	RFI	Felt under FRI				✓
21	RF2	↓				✓
21A	BFT1	2x12 F2 - Green & Tan Boards	UPSTAIRS & BEAM -			✓
21A	BFT2	↓	↓			✓
21	PF1	Penetration Flashing.				✓
21	PF2	↓	↓			✓
21	RS1	Black Single-Rule	Black Cores - white Sealant			✓
21	RS2	↓	↓ TAN / Grey / Cores			✓

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

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

1 of 2

09087459

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

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

Relinquished: _____
 Date/Time: _____

Recall/Id: _____
 Date/Time: _____

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

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvironmental@necn.com

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

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 600P-33/16
 EPA Point Count
 Other

Project Name/Number: 06-882
 Special Instructions: **Positive stop**

Site address: Basildon Way 21

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Sd, Fr, Pr
Z1	FR1	Roof felt - Behind shingles				✓
Z1	FR2	↓				✓
Z1A	FR1	WALL V.T - Brown	Closet Room Rafter Beams			✓
Z1A	FR2	↓				✓
Z1D	FL1	Woolam Tan Green original random	Hot - Behind to Be original LF			✓
Z1D	FL2	↓				✓
Z1C	FL1	Woolam Tan with mineral content	Upstate Bath Room Ceiling/Cornglues			✓
Z1C	FL2	↓				✓
Z1D	TC1	Textured Ceiling				✓
Z1C	DW1	Drywall System				✓

check area 1

Use the following for the alphanumeric designation:
 FT = Floor tile/Linoleum, WB = Wallboard/Sheet-Rock/Joint-Compound, M = Misc. (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 RF = Roofing, TS = Thermal System Insulation, 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

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
21-RS2 Layer: 1	0908H59 -010A	Tan / Gray / Speckle	ND	ND	ND	ND	ND	ND	
21-FR1 Layer: 1	0908H59 -011A	Roof Felt - Behind Shingle	ND	ND	ND	ND	ND	ND	
21-FR2 Layer: 1	0908H59 -012A	Roof Felt - Behind Shingle	ND	ND	ND	ND	ND	ND	
21A-FT1 Layer: 1	0908H59 -013A	Closet Room Right - Brittle	ND	ND	ND	ND	ND	ND	Floor tile with glue. Latex included as resilient
21A-FT2 Layer: 1	0908H59 -014A	Closet Room Right - Brittle	ND	ND	ND	ND	ND	ND	Floor tile with glue. Latex included as resilient
21D-FL1 Layer: 1	0908H59 -015A	Hot / Believe to be Original LF	ND	ND	ND	ND	ND	ND	Vinyl
21D-FL1 Layer: 2	0908H59 -015A	Hot / Believe to be Original LF	30	ND	ND	ND	ND	ND	Backing
21D-FL1 Layer: 3	0908H59 -015A	Hot / Believe to be Original LF	ND	ND	ND	ND	ND	ND	Yellow Mastic
21C-FL1 Layer: 1	0908H59 -017A	Upstair Bath Brown Center / Grey 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.

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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

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.

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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.

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina

0908712

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

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

Fax Results to: Beverly B Campbell
 Fax #: 706.692.1226
 E-mail Results: national@nesolutions.com

Relinquished: [Signature]
 Date/Time: 8-25-09 13:30
 Received: [Signature]
 Date/Time: 8-25-09 13:30

US Mail

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 600/R-93/116
 EPA Point Count
 Other: 000

Project Name/Number: 09-882
 Special Instructions: Positive Step

Site address: Building 23

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frable Y/N	Condition (S, F, Pr)
23	PW1	Perimeter wall	Roof → Cox Port			✓
23	EW2	↓	↓ Tyrod Same as above			✓
23	RRS1	Red Roof Shingle	Roof.			✓
23	RRS2	↓	↓			✓
23	BRS1	Black Shingle @ Grey Colored Base	Roof → Gony to white tiles			✓
23	BR2	↓	↓			✓
23	RF1	Roof Field @ Tar	Roof			✓
23	RF2	↓	↓			✓
23C	TC1	Textured Ceiling	Kitchen			✓
23D	DW1	Drywall System	Bedroom			✓

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

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.

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina

09081462

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

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

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

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 576-24-0243
 Mobile #: 404-453-5418

Fax Results to: Beverly B Campbell
 Fax #: 706-892-1226
 E-mail Results: nationalenvsolutions.com

Relinquished: [Signature]
 Date/Time: 8/25/09 13:20
 Received: [Signature]
 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 6-10 Days

PLM Bulk 0 0
 EPA 600/R-62/116
 EPA Permit Count
 Other

Project Name/Number: 09-892
 Special Instructions: Building 24
 Site address:

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition S ₁ , Fr, Pr
24A	TC1	Textured ceiling	Dormant's Bath Right lines Tap/HD Brown			✓
24A	JC1	Joint compound				✓
24A	FL1	linoleum FL - TAN				✓
24A	FL2	↓				✓
24A	LF1	linoleum FL - TAN - various surfaces	Kitchen - TAN/ Marble Finish			✓
24A	LF2	↓				✓
24	UB1	Green yellow Small spores	LF - UP stairs Bath. Possible other areas →			✓
24	UB2	↓				✓
24D	FT1	12x12 UT - Marble Finish Film LF - Back Back	Bath upstairs/Herd Film Tied			✓
24D	FT2	↓				✓

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

1 sub 2

Client: National Environmental Solutions, Inc.
Project: Summertree
Lab ID: 0908H62

Case Narrative

SAMPLE ID ON THE COC

SAMPLE ID ON THE BAG

24-UB1
24-UB2

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.

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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.

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Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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.

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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.

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina

0908711

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:
 Date/Time

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

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenv.com@comcast.net

Received:
 Date/Time

TURNAROUND TIME
 0.3 Hours 0.5 Hours 0.12 Hours 0.2 Days 0.5 Days 0.5-10 Days

EPA Bulk EPA 600/R-92/116
 EPA Point Count Other
 Project Name/Number: 05-892
 Special Instructions: Building 27

Site address:

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition Sd, Fr, Pr
27	PF1	Penetration Flashing	Nails & Penetrations			✓
27	PF2	↓	↓			✓
27	RSB1	Black Roof Shingles	TOP - Solid Black			✓
27	RSB2	↓	↓			✓
27	ORS1	Black Original Shingles	Roof - Hard Shingle - Tax Break			✓
27	ORS2	↓	↓			✓
27	ORF1	Roof Felt - original	Roofs			✓
27	ORF2	↓	↓			✓
27D	TC1	Textured Ceiling	Basement			✓
27D	DW1	Drywall System	Living Room			✓

Use the following for the alphanumeric designation:
 WF= Wallboard/Sheet-Rock/Joint-Compound
 FT= Floor tile/Linoleum
 RS= Roofing

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

27D - FT1 → 12x12 LF - Flower Blue - Kitchen - Tiles TAN.
 27D - FT2 → Brown Staircase & leaves -

2 of 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:	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.

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Microanalyst:

Vira Ruiz

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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.

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Microanalyst: *Vira Ruiz*

Vira Ruiz

QC Analyst: *Yelena Khanina*

Yelena Khanina



Bulk Sample Summary Report



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

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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

0908H29

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name:
 Street:
 City/State:

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

Verbal Results to:
 Telephone #:
 Mobile #:

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: b.campbell@nes.com

Relinquishes:
 Date/Time: 8-25-09 13:20
 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
 0 0
 EPA 600/R-83/116
 EPA Point Count
 Other

Project Name/Number: DB-892
 Special Instructions: Buildings 2B

Site address:

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition (Sd, Ft, Pr)
28	PW1	Parapet wall	Roof - Puddled Sheeting			✓
28	PW2	↓	↓			✓
28	PF1	Penetration Flashing	Puddle - with white			✓
28	PF2	↓	↓			✓
28	FR1	Asphalt Roof	Puddle ↓			✓
28	FR2	↓	↓			✓
28	RS1	Roof shingle - TAN BROWN	Typical Homogenous with other Panels →			✓
28	RS2	↓	↓			✓
28D	TC1	Textured Ceiling	Black (C) Rusty/avg			✓
28D	DW1	Digital System	Bedroom - Typo			✓
			Kitchen			✓

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, Transit, Etc.),
 S= Surfacing

US Mail

1 of 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:	0908H29
Project Name:	Summertree	Project Number:	09-892

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
28-PW1 Layer: 1	0908H29-001A	Roof - Rolled Sheeting Dimple Backs	ND	ND	ND	ND	ND	ND	
28-PW2 Layer: 1	0908H29-002A	Roof - Rolled Sheeting Dimple Backs	ND	ND	ND	ND	ND	ND	
28-PF1 Layer: 1	0908H29-003A	Roof - With White Caulking at Penetration	ND	ND	ND	ND	ND	ND	Paint included as binder
28-PF2 Layer: 1	0908H29-004A	Roof - With White Caulking at Penetration	ND	ND	ND	ND	ND	ND	Paint included as binder
28-FR1 Layer: 1	0908H29-005A	Roof - Typical / Homogeneous with other Roofs	ND	ND	ND	ND	ND	ND	
28-FR1 Layer: 2	0908H29-005A	Roof - Typical / Homogeneous with other Roofs	10	ND	ND	ND	ND	ND	
28-FR1 Layer: 3	0908H29-005A	Roof - Typical / Homogeneous with other Roofs	ND	ND	ND	ND	ND	ND	
28-RS1 Layer: 1	0908H29-007A	Roof - Bldg 28	ND	ND	ND	ND	ND	ND	
28-RS2 Layer: 1	0908H29-008A	Roof - Bldg 28 Black w/ Rusty / Gray Flakes	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.

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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:	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

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Microanalyst:

Vira Ruiz

QC Analyst:

Yelena Khanina

0908719

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

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

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

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobil #: 404.485.5418

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

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

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

US Mail

PLM Bulk 000
 EPA 800R-937116
 EPA Point Count
 Other: _____

Site address: Building 29

Project Name/Number: 09-892
 Special Instructions: _____

TURNAROUND TIME: 0-3 Hours 0-6 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 Gd. Fr. Pr.
29	AR1	Asphalt Roof - @ Back	Roof -			✓
29	AR2	↓	↓			✓
29	PW1	Parapet wall	Roof - Rolled Felt like.			✓
29	PW2	↓	↓			✓
29	RRS1	Red Roof Shingle	Roof - Delivered to use			✓
29	RRS2	↓	↓			✓
29	GRS1	Green Roof Shingle	Roof - also noted to be debris pile.			✓
29	GRS2	↓	↓			✓
29	BRS1	Black Roof Shingle	Roof - Black shingle			✓
29	BRS2	↓	↓			✓

Use the following for the alphanumeric designation:
 WB= Wallboard/Sheet-Rock/Joint-Compound
 FT= Floor tile/Linoleum
 RF= Roofing
 M= Misc., (Slab, Mastic, Cove Base, Mastic, Transite, Etc.)
 S= Surfacing

One into Two
 1 of 2

0908719

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

Verbal Results to:
Telephone #: 404-490-5418

Fax Results to: Beverly B Campbell
Fax #: 706-892-1226
E-mail Results: nationalenviro.com

Received:
Date/Time

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 Bulb
EPA 800R-89/116
EPA Point Count
Other: 000

Project Name/Number: 05-892
Special Instructions: 29

Site address: Boulder

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frictile Y/N	Condition S, F, P, R
29A	FT1	12x12 LF-TAN ↓	Demo stairs Bath			✓
29A	FT2	↓	↓			✓
29C	FT1	12x12 FL-TAN Diamonds	linoleum - Gray tile Boulder			✓
29C	FT2	↓	↓			✓
29D	TC1	Textured ceiling/AC	living RM			✓
29D	DW1	Drywall System	Bedroom			✓
29D	LF-1	linoleum FL	TAN - Brittle - Square Brown Square Pattern			✓
29D	LF-2	linoleum FL	↓			✓
29D	FL-1	linoleum FL - TAN - light	Marble - Gray tile Boulder Root marble Base			✓
29D	FL-2	linoleum FL	↓			✓

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

NOTE: A-
B- original Floor - Bottom layer - Kitchens, 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

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina

Amr/Kadi 8/21/09 0908E28
 8:25 citat 002,002 0310

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 #: 404.495.5418

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: nationalenvsolutions@gmail.com

Relinquisher: _____
 Date/Time: _____
 Receiver: _____
 Date/Time: _____

0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 5 Days 0 6-10 Days

ELM Bulk 0
 EPA 600/R-93/716 0
 EPA Point Count 0
 Other 0

Project Name/Number: 06-492
 Special Instructions: _____

Site address: Building 30

H.A.	Samples (A,B,C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd., Fr., Pr.
30A	FL1	linoleum - Bath - TAN	Note: Kitchen's same as Hot layer - covered tented			X
30A	FL2	↓	↓			X
30A	DW1	Drywall system				X
30B	---	laundry same as Hot Sample ---				X
30B	FL1	Bath FL - TAN ⊕ Turquoise	1st FL Bath.			X
30B	FL2	↓	↓			X
30	BRS1	Black Roof Shingles	Roof - Black Cary Blue			X
30	BRS2	↓	↓			X
30	RF1	Roof Flashing	Roof - ↓ Pro & Bauls			X

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

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

0908 E28

Beloved

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: nationalenvsolutions.com

Rollup/Sheet Date/Time: _____
 Received Date/Time: _____

TURNAROUND TIME
 0 3 Hours 0 6 Hours 0 12 Hours 0 2 Days 0 5 Days 0 6-10 Days

ELM Bulk EPA 600/R-63/116
 EPA Point Count 00
 Other 00
 Project Name/Number: 09-982
 Special Instructions: Building 30
 Site address: _____

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Sd., Fr. Pr.
30	RF2	Roof Flashing	Penthouse's & Flashing			X
30	RRS1	Red Roof Shingle	- Roof deck! - Roof			X
30	RRS2	Red Roof Shingle	- Roof Front.			X
30	ARR1	Roofing asphalt (T)	- Roof			X
30	ARR2	Roofing asphalt (T)	- Roof			X
30	GRS1	Green Roof Shingle	debris pile			X
30	GRS2	Green Roof Shingle	debris pile			X
30	DW1	Drywall System				
30	TC1	Textured Ceiling / PC				
30D	FT1	12x12 Ft - Grey Marble	Down stairs (Bath)			X

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

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

30D - FT2 - 12x12 - Ft - Grey marble - Down stairs Bath.
 Note: Building 30 Kitchen, laundry & Bath was not sample - TAS-Grass debris.

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.



Bulk Sample Summary Report



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.

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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



Bulk Sample Summary Report



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

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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.

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina

0908E40

9/16/9 Ann/Heidi
 8:25 client 0321090310

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 #: 708.892.1226
 E-mail Results: nationalenvsolutions.com

Repolished: _____
 Date/Time: _____

Received: _____
 Date/Time: _____

TURNAROUND TIME
 0 3 Hours 0 6 Hours 0 12 Hours 0 2 Days 0 5 Days 0 6-10 Days

PLM Bulk
 EPA 600/R-83/116
 EPA Point Count
 Other: 00

Project Name/Number: 09-592

Special Instructions: Building 31

Site address: _____

H.A.	Sample (A, B, C)	H.A. Description	Location	Quantity	Frable Y/N	Condition Sd., Fr. Pr.
31	RF1	Roof Field:				X
31	RF2	Roof Field.				X
31D	FT1	12x12 - Grey & Tan design Tape Sealed - Mobile Finish	Bath - Down stairs			X
31D	FT2	↓	Bath - Down stairs			X
31D	RF1	Black & white design	Kitchen 12x12 Master			X
31D	RF2	↓	↓			X

Use the following for the alphanumeric designation:
 WF= Wallboard/Sheet-Rock/Joint-Compound.
 FT= Floor tile/Linoleum.
 RF= Roofing.
 M= Misc., (Sink, Mastic, Cove Base Mastic, Transite, Etc.).
 S= Surfacing

0908E40

082109 - 082109

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: _____

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvsolutions@naisa.com

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

EPA Bulk EPA Point Count Other

Project Name/Number: 09-892
 Special Instructions: Building 31
 Site address: _____

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 (W) TAN Thick Ripped			X
31A	FL2	linoleum FL	Downstairs Bath			X
31A	LF1	linoleum FL TAN/Chg. 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	Carport			X
31	AR2	Asphalt Roof	Carport			X

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

0908E40

081002 0010

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name:
 Street:
 City/State:

Verbal Results to:
 Telephone #:
 Mobile #:

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

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

Relinquished Date/Time
 Received Date/Time

0 8 Hours 0 12 Hours 0 2 Days 0 5 Days 0 8-10 Days

ELM Bulk 000
 EPA 800R-68716
 EPA Point Count
 Other
 Project Name/Number: 09-892
 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 (D) Various Squares - Browns Patterns	Kitchen Thick - Dark BROWN lined.			X
31B	FL2	↓	Kitchen			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 - Spikes white Caress			X
31	RS2	Roof Shingle				X
31C	FT1	12x12 FL - design - Grey Black LF	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:
 FT = Floor tile/Linoleum.
 RF = Roofing.
 WB = Wallboard/Sheer-Rock/Joint-Compound.
 TSI = Thermal System Insulation

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



Bulk Sample Summary Report



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-RF1 Layer: 1	0908E40-001A	Roof Field	ND	ND	ND	ND	ND	ND	
31-RF1 Layer: 2	0908E40-001A	Roof Field	ND	ND	ND	ND	ND	ND	
31-RF2 Layer: 1	0908E40-002A	Roof Field	ND	ND	ND	ND	ND	ND	
31D-FT1 Layer: 1	0908E40-003A	Bath - Downstairs	ND	ND	ND	ND	ND	ND	Gray Floor Tile with glue. Latex included as resilient
31D-FT2 Layer: 1	0908E40-004A	Bath - Downstairs	ND	ND	ND	ND	ND	ND	Gray Floor Tile with glue. Latex included as resilient
31D-KF1 Layer: 1	0908E40-005A	Kitchen Linoleum - 12x12	ND	ND	ND	ND	ND	ND	Black / Gray floor tile with glue. Latex included as resilient
31D-KF2 Layer: 1	0908E40-006A	Kitchen Linoleum - 12x12	ND	ND	ND	ND	ND	ND	Black / Gray floor tile with glue. Latex included as resilient
31A-FL1 Layer: 1	0908E40-007A	Downstairs Bath Tan - w/ Tan Thick Lines	ND	ND	ND	ND	ND	ND	Tan Vinyl
31A-FL1 Layer: 2	0908E40-007A	Downstairs Bath Tan - w/ Tan Thick Lines	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.

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Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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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.

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Microanalyst:

Svetlana Arkhipov

QC Analyst:

Yelena Khanina

0908 659
 8/2/09
 0908 659

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

Version Results to: Doug or Beverly Campbell
 Telephone #: 706.892.1226
 Mobile #: 404.493.5416

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvsolutions.com

Received: _____ Date/Time: _____
 Date/Time: _____

FLM Bulk: 000
 EPA 800R-637116
 EPA Pollut Count: _____
 Other: _____

Project Name/Number: 09-892
 Special Instructions: positive step entry

Site address: Building 32

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition (Ed., Fr., Pr.)
32	CPA1	Carport Asphalt Roof	Carport	1		X
32	CPA2	Joint compound	↓	1		X
32	JC1	Downside System	Living room	1		X
32	DW1	Textured ceiling	Wall	1		X
32	TC1	limoleum - (same as) Brown	Kitchen	1		X
32	FL1	limoleum - light tan	↓	1		X
32	FL2	Same as FL1	↓	1		X
32	LF-1	Same as FL1	↓	1		X
32	LF-2	Same as FL1	↓	1		X
32B	FL1	Same as FL1	Bottom layer Kitchen	1		X

Drop off
 AES 71709

Drop off
 AES 71709

Same as FL1
 as per
 Sample

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
 08210a@0610

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.
 Street: 273 Quail Run
 City/State: Saultee-Ga 30571

Relinquished:
 Date/Time: _____

Received:
 Date/Time: _____

Verbal Results to:
 Telephone #: 678.524.0203
 Mobile #: 404.493.5418

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226

Received:
 Date/Time: _____

E-mail Results: nationalenvsolutions.com

TURNAROUND TIME
 0.3 Hours 0.6 Hours 0.12 Hours 0.2 Days 0.5 Days 0.8-10 Days

ELM Bulk
 EPA 800R-83716
 EPA Point Count
 Other: 000

Project Name/Number: 05-892
 Special Instructions: Building 32

H.A.	Samples (A,B,C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd., Fr., Pr.
32B	JCL	Joint Compound	Living Rm			X
32B	TCL	Textured ceiling/PC	Kitchen			X
32B	DW1	Drywall Suggestion	Break Room			X
32C	JCL	Joint Compound	Living Rm			X
32C	TCL	Textured ceiling/PC	Living Rm			X
32C	DW1	Drywall Suggestion	Hall			X
32C	FL1	linoleum - Tan/Green	Kitchen			
32C	FL2	↓	↓			
32D	LF1	linoleum FL - Tan/Brown marble finish	Kitchen - TOE			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, TSF= Thermal System Insulation
 M= Misc., (Sink Mastic, Cove Base Mastic, Transic, 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.

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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

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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

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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 Layer: 2	0908E59-023A	Bottom	ND	ND	ND	ND	ND	ND	Backing
32D-FB2 Layer: 1	0908E59-024A	Tan Light Tan Lines	ND	ND	ND	ND	ND	ND	Vinyl
32D-FB2 Layer: 2	0908E59-024A	Tan Light Tan Lines	ND	ND	ND	ND	ND	ND	Backing with glue
32D-JC1/EXTRA Layer: 1	0908E59-025A		ND	ND	ND	ND	ND	ND	Paint included as binder
32D-JC1/EXTRA Layer: 2	0908E59-025A		2	ND	ND	ND	ND	ND	Paint included as binder
32D-TC1/EXTRA Layer: 1	0908E59-026A		5	ND	ND	ND	ND	ND	Paint included as binder
32D-DW1/EXTRA Layer: 1	0908E59-027A		5	ND	ND	ND	ND	ND	Paint included as binder
32D-DW1/EXTRA Layer: 2	0908E59-027A		ND	ND	ND	ND	ND	ND	
32D-DW1/EXTRA Layer: 3	0908E59-027A		2	ND	ND	ND	ND	ND	

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

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 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

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Microanalyst: *Vira Ruiz*

Vira Ruiz

QC Analyst: *Yelena Khanina*

Yelena Khanina

Amey/ Hooker C11055
 8/21/09 8:25 82109@08W
 0908E76

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 #: 404-493-5418
 Mobile #:

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

Fax Results to: Beverly B Campbell
 Fax #: 706-892-1226
 E-mail Results: nationalenvsolutions.com

Relinquished: _____
 Date/Time: _____

Received: _____
 Date/Time: _____

TURNAROUND TIME: 0.3 Hours 0.5 Hours 1.0 Day 2 Days 5 Days 10 Days

EPA 600/R-93/116
 EPA Point Count
 Other: 0 0

Project Name/Number: 09-982

Special Instructions: positive wrap tape

Site address: Building 33

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition (Sd., Fr., Pr.)
33	CR1	Asphalt Roof	Car Port →			X
33	CR2	Asphalt Roof	Car Port →			X
33	JC1	Joint Compound	Hall			X
33	TC1	Textured Ceiling PC	Living RM			X
33	DW1	Drywall System	Hall way			X
33	FL1	Linokeum Floor - TAN Brown	Kitchens -			X
33	FL2	Linokeum Floor - TAN Brown	Kitchens -			X
33	DFL1	Linokeum Floor - TAN	Dinning RM			X
33	DFL2	Linokeum Floor - TAN	Dinning RM			X
33	RRS1	Rolled Roof - Grey				X

→ Homo
 → Same as Positive Sample

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

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

APT 134

0908-E76
82109 Q 0810

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

Relinquished: [Signature]
 Date/Time: _____
 Received: _____
 Date/Time: _____

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678-524-0203
 Mobile #: 404-493-5418

Fax Results to: Beverly B Campbell
 Fax #: 706-692-1226
 E-mail Results: nationalenvsolutions@gmail.com

TURNAROUND TIME
 0.3 Hours 0.8 Hours 0.12 Hours 0.1 Day 0.2 Days 0.5 Days 6-10 Days
 E.M. Bulk 00
 EPA 600/R-83/116
 EPA Point Count
 Other: _____
 Project Name/Number: 09-592
 Special Instructions: Positive STOP TESTS
 Site address: Broadway 33

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition (Gd., Fr., Pr.)
33	RRS2	Rollbed Roof - Corety	(D) PAPER			X
33	AS1	ASPHALT SHINGLE - BLACK	↓			X
33	AS2	ASPHALT SHINGLE - BLACK	↓			X
33	FRS1	Flat Roof System				X
33	FRS2	Flat Roof 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

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

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

AP5
136

0908E76
 821092000

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name:
 National Environmental Solutions, Inc.
 273 Quail Run
 Suatoo-Ga 30571

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

Reinforced: _____
 Date/Time: _____
 Received: _____
 Date/Time: _____

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvsolutions@msd.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

EPA Bulk
 EPA 600/R-80/116
 EPA Point Count
 Other: 00

Project Name/Number: 09-582
 Special Instructions: Positive stop 12345

Site address: Buildings 33

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frable Y/N	Condition (St., Fr., Pr.)
33B	BFL1	linoleum - Brown (B) Brown Patterns	Bath - Tan light Brown			X
33B	BFL2	↓	Bath			X
33B	LF1	linoleum - TAN - Grey Clouds -	Bath - Thistle Tan			X
33B	LF2	↓	Bath			X
33C	JC1	Joint compound -	Bedroom			X
33C	TC1	Textured ceiling - PC	Bedroom			X
33C	DW1	Drywall system	Living Room			X
33C	KLF1	linoleum - Floor - TAN Squares (B) Design	TOP Kitchen Thin line →			X
33C	KLF2	↓	layer ↓			X
33C	BLF1	linoleum Floor - Dark Brown (B) Design	Bottom layer - Kitchen			X

Use the following for the alphanumeric designation:
 WB= Wallboard/Sheet-Rock/Join-Compound
 FF= Floor tile/Linoleum
 RF= Roofing
 M= Misc., (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 S= Surfacing

130 ←

0908 E76
 21-01-08
 [Signature]

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

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

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

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.493.5416

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1228
 E-mail Results: nationalenviro@neso.com

Relinquished: [Signature]
 Date/Time: [Blank]
 Received: [Blank]
 Date/Time: [Blank]

ELM.BULS 000
 EPA 800R-63716
 EPA Permit Count
 Other: [Blank]
 Site address: [Blank]

Project Name/Number: 09-892
 Special Instructions: positive stop HPS-33
 TURNAROUND TIME: 0.3 Hours, 0.8 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	Frable Y/N	Condition Sd, Fr, Pr
33C	BLF2	linoleum Floor - Dark Brown	Bottom layer			X
33C	TLF1	linoleum - Tan - large Squares	Bath - Tans Wood			X
33C	TLF2	[Blank]	Bath			X
33C	RFL1	linoleum - Rose	Bath #2			X
33C	RFL2	[Blank]	[Blank]			X
33D	JCI	Joint Compound	Kitchen			X
33D	TCI	Textured Ceiling/Pl	Living Room			X
33D	DWI	Drywall System	Wall			X
33D	1KLF1	12x12 LF Floor	Kitchen			X
33D	1KLF2	[Blank]	[Blank]			X

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 FT= Floor tile/Linoleum
 RF= Roofing
 M= Misc. (Sink Mastic, Cove Base Mastic, Transite, 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	

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ND = None Detected

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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-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	

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QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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	

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Elena Ivanova

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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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.

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Elena Ivanova

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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Bulk Sample Summary Report



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

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ND = None Detected

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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

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina

Mr. Foster 8/21/09 0908 EST
 8:25 82109@OEVD
 C. Campbell

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

Roll-in/Ship-out: _____
 Date/Time: _____
 Received: _____
 Date/Time: _____

Verbal Results to: Doug or Beverly Campbell
 Telephone #: 678.524.0203
 Mobile #: 404.483.5418

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenv.com

PLM Bulk 000
 EPA 800R-607116
 EPA Point Count
 Other: _____

Project Name/Number: 09-892
 Special Instructions: positive slip sheets
 Site address: _____

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

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 corner			●
34	DW1	Drywall system	Kitchen			●
34	MM1	mirror mastic	field 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 Be
 → Devoid
 → sample field

Use the following for the alphanumeric designation:
 FT= Floor tile/linoleum.
 WB= Wallboard/Sheet-Rock/Joint-Compound.
 RF= Roofing.
 M= Misc. (Sink Mastic, Cove Base Mastic, Transite, Etc.)
 S= Surfacing

0908E81
 82109@E810

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: californianenvironmental@nasa.com

Relinquished: _____
 Date/Time: _____

Received: _____
 Date/Time: _____

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

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

Project Name/Number: 09-892
 Special Instructions: positive stop test

Site address: Build Area 34

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd., Fr., Pr.
34	RS2	Roof Field	Roofs			●
34	SR1	Roof Shingle	Brown/orange - Roof with 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	Back			●
34	RP2	Roof Penetration.	Back			●
34B	DW1	Drywall system	Apt 126			●

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

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

look -
 ?? -

0908E81
821000@310

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

Your Company Name: National Environmental Solutions, Inc.
 Street: 273 Quail Run
 City/State: Sausalito-Ca 94067

Bill to: Beverly B Campbell
 National Environmental Solutions, Inc.
 273 Quail Run
 Sausalito-Ca 94067

Requisitioned: _____
 Date/Time: _____

Received: _____
 Date/Time: _____



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

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvsolutions.com

TURNAROUND TIME

0 3 Hours 0 6 Hours 0 12 Hours 0 2 Days 0 5 Days 0 6-10 Days

PLM Bulk 0
 EPA 600/R-93/116 0
 EPA Point Count 0
 Other 0

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

Site address: Buildings 34

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition (Gd., Fr., Pr.)
34B	JC1	Joint Compound	Apt - 12b			•
34B	TC1	Textured ceiling	Kitchen			•
34C	JC1	Joint compound	living rm @ windows			•
34C	TC1	Textured ceiling / RC	Bed Room			•
34C	DW1	Dynasit System	Kitchen			•
34C	FT1	12x12 FL - Brown	WOOD GRAINS 2x9 square Taut Brass design			•
34C	FT2	12x12 FL - Brown				•
34C	BFT1	Blue 12x12 FL - Square Dathens	Gray Blue Spotted Black			•
34C	BFT2	Blue 12x12 FL - Square Dathens				•
34D	JC1	Joint compound	Bed Room			•

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

M= Miss. (Sink Mastie, Cove Base Mastie, Transite, Etc.)
 S= Surfacing

777

0908ES1
8210a @ 8:10

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 #: 878.524.0203
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: nationalenviro@msn.com

Relinquished: _____
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

ELM Bulb

EPA 800/R-93/116
EPA Print Count
Other

Project Name/Number: 09-982

Special Instructions: Positive stoppage

Site address: Building 34

H.A.	Samples (A,B,C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Sd., Fr., Pr.
34D	TC1	Textural ceiling / PC				●
34D	DW01	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	KTL2		Kitchen TOP -			
34D	KBL1	linoleum Floor - Brown	Kitchen Bottom			
34D	KBL2	linoleum Floor - Brown Brown design	Kitchen Bottom 32c → Kitchen			

held due to Hot
Sample Multi-layer.
Drop off
AES 71709.

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 Mastie, Cove Base Mastie, Transite, Etc.)
S= Surfacing

Note Bottom layers

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.

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QC Analyst:

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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	

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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	

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QC Analyst:

Yelena Khanina



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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



Bulk Sample Summary Report



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.

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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.

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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-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

App/An c 11/17
8/2/09 8:25 B-zw-a-e D-B-D

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.
 Street: 273 Quail Run
 City/State: Sautee-Ga 30571

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

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: bill@nenvsolutions.com

Requested: _____
 Date/Time: _____

Received: _____
 Date/Time: _____

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

PLM Bulls: EPA 800R-93718
 EPA Point Count: 000
 Other: 000

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

Site address: Building 35

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friddle Y/N	Condition (Gr, Fr, Pr)
35	JCI	Joint Compound	Living RM			
35	TCI	Textured Ceiling/PC	Upstairs			
35	DWI	Drywall System	Kitchen			
35	FL1	linoleum Floor - TAN Brown Sausal and design	Down stairs Bath			
35	FL2	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:
 WB= Wallboard/Sheet-Rock/Join-Compound
 FT= Floor tile/Linoleum
 RF= Roofing
 TSI= Thermal System Insulation

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

8-20-02 0810


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 #: 706.892.1226
 E-mail Results: nationalenvsolutions@neso.com

Relinquished: _____
 Date/Time: _____

Received: _____
 Date/Time: _____

PLM Bulk 0 0
 EPA 800/R-93/116
 EPA Pollut Count
 Other

Project Name/Number: 09-582
 Special Instructions: Positive STOP HAs
 Site address: Building 55

TURNDOWN TIME

0 3 Hours 0 6 Hours 0 12 Hours 0 1 Day 0 2 Days 0 3 Days 0 4-10 Days

H.A.	Samples (A,B,C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd., Fr., Pr.
35B	FLT1	linoleum - TAN @ Brown DESIGN - TOP layer	Kitchen - TOP layer Bath - Marble like			
35B	FLR2	L	L			
35B	LFB1	linoleum - Brown light DESIGN	L			
35B	LFB2	linoleum - Brown light DESIGN - Bottom layer	L			
35C	JC1	Joint Compound	Well			
35C	TC1	Textured Ceiling	Bed Room			
35C	DW1	Drywall System	Living Room			
35C	CPR1	Built up Roof	Roof			
35C	CPR2	Built up Roof	Roof			
35D	JC1	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

8-21-00


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:
 Telephone #: 678.524.0203
 E-mail #: 404.483.5416

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvironmental@neso.com

Relinquisher:
 Date/Time:
 Received:
 Date/Time:

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

EPA Bulk
 EPA 600/8-89/16
 EPA Point Count
 Other

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

Site address: Building 35

H.A.	Samples (A,B,C)	H.A. Description	Location	Quantity	Friable Y/N	Condition (Sl., Fr., Pr.)
35D	DW	Drywall System	Bedroom.			•
35D	TC1	Textured Ceiling/PC.	Kitchen			•
35	RS1	Roof Shingle - Brown	TOF - 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/Linoleum.
 RF = Roofing.
 WB = Wallboard/Sheet-Rock/Joint-Compound.
 TSI = Thermal System Insulation

M = Misc., (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.

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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

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Microanalyst:

Vira Ruiz

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report



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

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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-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

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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

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Microanalyst:

Vira Ruiz

QC Analyst:

Yelena Khanina

8/21/09
 8:25
 8:12/11
 3-21-09 @ 0810
 0908E94

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: [Signature]
 Date/Time: [Blank]
 Received: [Signature]
 Date/Time: [Blank]

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

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvironmental@msn.com

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

PLM Bulk 000
 EPA 600/R-93/116
 EPA Point Count
 Other

Project Name/Number: 09-582
 Special Instructions: Positive stop tests

Site address: Building 36

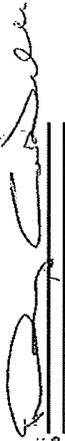
H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition Gd., Fr. Pr.
36	JC1	Joint Compound	Living RM		Y	●
36	TC1	Textured Ceiling/PC	Kitchen		Y	●
36	DW1	Drywall System	@ Corner		Y	●
36	RF1	Roof Felt - Black	Bottom on wood Substrate ON Gable/Perimeter Roofs			●
36	RF2	Roof Felt - 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 - Datch -			●

→ AES 71709

Drop off AES 21709

Use the following for the alphanumeric designation:
 FT= Floor tile/Linoleum, WR= Wallboard/Sheet-Rock/Joint-Compound, M= Misc., (Sink/Mastic, Cove Base/Mastic, Transit, Etc.),
 RS= Roofing, TSI= Thermal System Insulation, S= Surfacing

0908 E94

8-21-09 @ 0810


CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

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

Vertical Results to:
 Doug or Beverly Campbell
 678-524-0203
 Mobile #:

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: nationalenviromental@nens.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 3 Days 0 5-10 Days

PLM Bulk
 EPA 600/R-93/118
 EPA Point Count
 Other: 000

Project Name/Number: 09-592
 Special Instructions: Positive 302 Test

Site address: Building 36

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition \$du, Fr, Pr
36	PF2	PARAFIT - Rolled Roof	Right side only		N	●
36	FR1	Flat Roof - Roof Field with Tar Rolled	Patch left side @ Seam			●
36	FR2	↓ ↓ ↓ ↓ ↓	Right side near Par			●
36	RP1	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	Hallway			●
36B	JC1	Joint Compound	Living Rm			●
36B	DW1	Drywall System	@ CORNER			●

DROP OFF
 → AES-71709

Use the following for the alphanumeric designation:
 WB = Wallboard/Sheet-Rock/Join-Compound
 FT = Floor tile/Linoleum
 RS = Roofing

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

0908E94

0209080810


CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

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

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

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

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalenvsolutions.com

Relinquisher: _____
 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 6-10 Days

ELM Bulk 000
 EPA 600/R-93/119
 EPA Point Count
 Other _____

Project Name/Number: 09-482
 Special Instructions: positive 2000 PACE

Site address: Boilex 36

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frable Y/N	Condition Sd., Fr., Pr.
36B	FT1	12X12 FL - wood design	Kitchens + Entry			●
36B	FT2	12X12 FL - wood design	Entry + Kitchen			●
36C	JC1	Joint Compound	Kitchens			●
36C	DW1	Drywall System	living RM			●
36C	TC1	Textured ceiling	Kitchen			●
36C	SC1	Stieple ceiling	living RM			●
36C	FT1	12X12 Green Ft/Grey	Bath. <u>RT</u>			●
36C	FT2	12X12 Green Ft/Grey	Kitchens <u>RT</u>			●
36C	FL1	linoleum Floor - TAN with Green Spks	Kitchen - Bottom layer			●
36C	FL2	linoleum Floor - TAN with Green Spks	↓ ↓			●

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

0908E94

8-21-02


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 #: 706.892.1226
 E-mail Results: nationalenv.com@aol.com

Relinquish to: _____
 Date/Time: _____

Receipt: _____
 Date/Time: _____

PLM Bulk 000
 EPA 600/R-93/116
 EPA Point Count
 Other

Project Name/Number: 09-892
 Special Instructions: Positive Slop BAMs
 Site address: Building 36

TURNAROUND TIME

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

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Friable Y/N	Condition Gd., Fr., Pr.
36D	JC1	Joint compound.	Living RM			●
36D	TC1	Textured Ceiling/Pk.	Kitchen			●
36D	DW1	Drywall system	Bed Room			●
36D	GFT1	Green 12x12 FL	UP stairs Bath.			●
36D	GFT2	Green 12x12 FL	UP stairs Bath			●
36D	TFT1	TAN - 12x12 FL	Down stairs Bath			●
36D	TFT2	TAN - 12x12 FL	Down stairs Bath.			●
36D	BFL1	linoleum FL TAN/Green	Kitchen - Bottom layer			
36D	BFL2	linoleum FL TAN/Green	Kitchen - Bottom layer			
36D	MFL1	linoleum FL - Rosy Brown Mastic	Kitchen - middle layer			●

Same as
 36C FL

duplicate samples

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

M= Misc. (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

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ND = None Detected

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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

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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

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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-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

0908 H26

CHAIN OF CUSTODY BULK ASBESTOS ANALYSIS

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

Fax Results to: Beverly B Campbell
 Fax #: 706.892.1226
 E-mail Results: nationalelvirmentalsolutions.com

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

TURNAROUND TIME
 0 3 Hours 0 6 Hours 0 12 Hours 0 2 Days 0 3 Days 0 4-10 Days

PLM/BULB
 EPA 600/R-90/116
 EPA Point Count
 Other: 000

Project Name/Number: 09-892
 Special Instructions: Club House

Site address: _____

H.A.	Samples (A, B, C)	H.A. Description	Location	Quantity	Frangible Y/N	Condition (Sd., Fr., Pr.)
CH	DW1	Drywall System/PC	Rehearsal Room ext. int.			✓
CH	TC1	Textured Ceiling	UPSTAIRS FREIGHT			✓
CH	3C1	Joint compound.	1st Floor wall w/ wdg SPRZE			✓
CH	RS1	Beams - Red Shiming	Roof deck - Typo Roof, Beams, Blot			✓
CH	RS2	↓ ↓ ↓ ↓ ↓	↓			✓
CH	RF1	Roof Felt	Roof Fr			✓
CH	RF2	↓ ↓ ↓ ↓ ↓	↓			✓
CH	GLF1	Grey linoleum marble Flooring	Kitchen			✓
CH	GLF2	↓ ↓ ↓ ↓ ↓	↓			✓
CH	RLF1	Red linoleum floor Partitions	Both Bath's in end			✓

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

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

CH-RLF2 - See above ↓ ↓
 CH-MLF1 - Entry - Marble linoleum Fl - ↓
 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.

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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 Fl	ND	ND	ND	ND	ND	ND	Gray Vinyl
CH-MLF1 Layer: 2	0908H26 -012A	Entry - Marble Linoleum Fl	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

EXHIBIT

Wage Rates

General Decision Number: GA100225 08/05/2011 GA225

Superseded General Decision Number: GA20080225

State: Georgia

Construction Type: Building

County: Fulton County in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	05/28/2010
4	07/09/2010
5	08/13/2010
6	10/22/2010
7	12/10/2010
8	12/31/2010
9	01/14/2011
10	04/01/2011
11	04/29/2011
12	07/01/2011
13	08/05/2011

ASBE0048-001 04/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.07	12.41

CARP0225-002 07/01/2008

	Rates	Fringes
CARPENTER (including drywall hanging; excluding acoustical ceiling installation and form work).....	\$ 21.45	6.35

CARP1263-001 07/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 22.42	11.95

ELEC0613-014 09/01/2010

	Rates	Fringes
ELECTRICIAN (including installation of temperature controls for HVAC Systems).....	\$ 29.00	8.09

FOOTNOTES: Work on bar joists, walk logs, exposed steel and swinging scaffolds when the surface the worker stands or sits on exceeds twenty-five (25) feet above solid floor and the worker is subject to free fall: \$1.00 per hour additional. Work of a similar nature above fifty (50) feet: \$3.00 per hour additional.

 ELEV0032-001 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 35.23	21.785+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

 ENGI0926-027 07/01/2010

	Rates	Fringes
Operating Engineers:		
Backhoe/Excavator, Hoist and Mechanic.....	\$ 27.13	9.28
Bulldozer, Compactor, Drill, Forklift, Loader, and Scraper.....	\$ 23.49	9.28
Crane and Boom.....	\$ 27.13	9.28
Oiler.....	\$ 22.50	9.28

FOOTNOTE: Paid Holidays - Labor Day and Christmas Day, if the worker has one year of continuous employment with the same contractor.

 IRON0387-001 08/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.04	9.86

 LABO0515-002 07/01/2008

	Rates	Fringes
LABORER: Common or General.....	\$ 14.22	4.30

 PAIN0193-011 07/01/2011

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.87	8.80

 PAIN1940-001 04/01/2011

	Rates	Fringes
GLAZIER.....	\$ 21.30	7.90

FOOTNOTE: Paid holidays: Thanksgiving Day, Christmas Day, New Year's Day, National Memorial Day, July 4th and Labor Day; if the employee works the day before and the day after the holiday.

PLAS0148-001 01/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.00	6.09

* PLUM0072-012 08/01/2011

	Rates	Fringes
PIPEFITTER, Including HVAC Pipe Installation.....	\$ 28.90	12.76
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 28.90	12.76

SFGA0669-001 04/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.05	15.25

* SHEE0085-001 08/01/2011

	Rates	Fringes
SHEET METAL WORKER, Includes Installation of HVAC Duct and Metal Roofs		
Buildings over 100,000 square feet.....	\$ 29.70	13.41
Buildings up to 100,000 square feet.....	\$ 25.49	11.73

FOOTNOTE: Work on swinging stages, boatswains chairs or scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25 per hour additional.

SUGA2008-180 08/21/2008

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.00	0.00
BRICKLAYER.....	\$ 16.00	0.00
CARPENTER (Form Work Only).....	\$ 11.80	0.00
CARPET & HARDWOOD FLOOR INSTALLER.....	\$ 15.00	0.54

HVAC MECHANIC: System Installer (Excluding HVAC Duct and Pipe Installation).....\$ 16.26	1.26
IRONWORKER, REINFORCING.....\$ 11.05	0.21
LABORER: Pipelayer.....\$ 13.06	3.56
OPERATOR: Grader/Blade.....\$ 9.00	0.24
OPERATOR: Roller.....\$ 10.88	0.00
ROOFER (Excluding Metal Roof)....\$ 10.00	0.00
TILE SETTER.....\$ 15.00	0.00
TRUCK DRIVER.....\$ 12.27	1.56
WATERPROOFER.....\$ 10.50	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Unlisted classifications needed for work not included within
the scope of the
classifications listed may be added after award only as
provided in the labor
standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates
listed under the
identifier do not reflect collectively bargained wage and
fringe benefit
rates. Other designations indicate unions whose rates have
been determined
to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage
determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries
of surveys, should be with the Wage and Hour Regional Office
for the area in
which the survey was conducted because those Regional Offices
have
responsibility for the Davis-Bacon survey program. If the
response from this
initial contact is not satisfactory, then the process described
in 2.) and
3.) should be followed.

With regard to any other matter not yet ripe for the formal
process
described here, initial contact should be with the Branch of
Construction
Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party
(those affected by the action) can request review and
reconsideration from
the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR
Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested
party's position and by any information (wage payment data,
project
description, area practice material, etc.) that the requestor
considers
relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested
party may appeal directly to the Administrative Review Board
(formerly the
Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION