



**BID DOCUMENTS
FOR**

**ASBESTOS and LEAD BASED PAINT ABATEMENT
and
DEMOLITION
Dormitories at
180 and 188 Corban Avenue
Concord, North Carolina**

PROJECT NO. 2013-050

City of Concord Bid #2228

SET # ____

**ENGINEERING DEPARTMENT
850 HIGHWAY 601, SOUTH, POST OFFICE BOX 308
CONCORD, NORTH CAROLINA 28026-0308**

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BID ADVERTISEMENT/INVITATION TO BID

November 4, 2013

Project Title: **Asbestos and Lead Based Paint Abatement and Demolition, Dormitories at 180 and 188 Corban Avenue Concord, North Carolina
Contract 2013-050- Bid # 2228**

Project Description: The proposed Work is generally described as follows. This project involves the abatement of approximately 85,000 square feet of asbestos, lead based paint, demolition, site grading and stabilization. An asbestos design and health and safety plan will be provided at the time of the Pre-Bid meeting.

Sealed Bids will be received by the City of Concord (Owner) at the address below. Please submit notarized bids in a sealed envelope by the bid opening time and date. All Bids must be in accordance with the Bidding Documents on file with the City of Concord Engineering Department. Bidders must be licensed contractors in the State of North Carolina. Bids will be received on a unit price basis. A five percent (5%) Bid security must accompany each Bid. The Successful Bidder will be required to furnish a Construction Performance Bond and a Construction Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract if the total bid amount is greater than \$50,000 (see Section 16 of the Contract). Contractor and all Subcontractors will be required to conform to the labor standards set forth in the Contract Documents. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and will award to lowest responsible Bidder taking into consideration quality, performance, and time specified in Bid Form for performance of Work. Owner also reserves the right to waive informalities. **TO BE CONSIDERED AS A BIDDER FOR THIS PROJECT, CONTRACTORS MUST REGISTER WITH THE CITY OF CONCORD BY SENDING AN EMAIL THAT INCLUDES YOUR NAME AND COMPANY CONTACT INFORMATION TO blatr@concordnc.gov.**

W. Brian Hiatt, City Manager

Engineer: City of Concord Engineering Department
Alfred M. Brown Operations Center
850 Warren C. Coleman Blvd. (Highway 601 S Bypass)
P O Box 308, Concord, NC 28026-0308
For **TECHNICAL QUESTIONS**: Enrique A Blat, PE, 704.920.5403

CONTRACT DOCUMENTS ARE AVAILABLE from the CITY OF CONCORD - WEBSITE

Bid Opening Date: **Monday November 25, 2013 2:00 p.m.**

Location: City of Concord, Alfred M. Brown Operations Center
850 Warren C. Coleman Blvd. (Hwy 601 S.)

Conference Room C, Concord, NC 28026 (See attached map/directions)

At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

****MANDATORY PRE-BID MEETING ON SITE-TUESDAY November 12, 2013 AT 10:00AM****

Pre-Bid meeting location: 180 and 188 Corban Avenue, Concord North Carolina.

North Carolina 811, Inc.

North Carolina 811, Inc., a non-profit organization funded by participating utility companies and municipalities in the interest of community and job safety and improved service through damage reduction to the utilities.

A ONE CALL TOLL FREE TELEPHONE NUMBER, 1-800-632-4949, PROVIDES AN AVENUE TO ALL OF THE PARTICIPATING MEMBERS FROM ANY POINT WITHIN THE STATE OF NORTH CAROLINA.

Anyone proposing to excavate, dig, bore, tunnel, blast or disturb the earth in any manner in which buried utilities may be damaged is requested to call the toll-free number between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, two full business days before starting the proposed work.

Within minutes of your telephone call, the participating members will be made aware of your plans and will be given pertinent information that has been provided by you about your planned work. You will be told the names of the participating members from whom you can expect a response - if there are buried facilities in the path of your activity, the route of the utilities will be staked and/or marked at no expense to you. If there are no facilities in the area of the planned work, you will be called or notified by a representative of a participating company accordingly.

Should a non-participating utility operator be serving your area, we recommend that you call them on an individual basis. All utility operators, whether company or municipality, will be provided an opportunity to become a member of North Carolina 811, Inc..

Naturally, knowing the route of utilities, the excavator is expected to exercise caution and to avoid damage as the project progresses.

Damage prevention does not just happen – it is a planned and orderly process through which each of us can participate - **YES, WE CAN AND WE WILL DRAMATICALLY REDUCE DAMAGES TO THE UTILITIES IN THE STATE OF NORTH CAROLINA!! THANKS FOR YOUR HELP.**

BEFORE YOU DIG

IN THE INTEREST OF COMMUNITY AND JOB SAFETY AND IMPROVED SERVICE

**CALL NORTH CAROLINA 811, INC.
811 or 1-800-632-4949**

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS.** Terms used in these Instructions to Bidders shall have the meanings assigned to them in these bid documents. Undefined terms shall have the plain, ordinary, and popular meaning as may be determined by reference to a standard English dictionary. An additional term is defined as follows:

Successful Bidder - The lowest, qualified, responsible, and responsive Bidder to whom CITY (on the basis of CITY's evaluation as herein provided) makes an award.

2. **COPIES OF BIDDING DOCUMENTS.** Bid Documents which include all front-end documents may be obtained from Owner at address indicated on

Invitation to Bid on the following basis:

	<u>Charge</u>
Complete set of Bid Documents	CITY OF CONCORD WEBSITE-DOWNLOAD FREE OF CHARGE

Partial sets of Bid Documents will not be issued in response to requests by subject matter.

Complete sets of Bidding Documents must be used in preparing Bids; CITY assumes NO responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.

CITY, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. **QUALIFICATIONS OF BIDDERS.** To demonstrate qualifications to perform the Work, Bidder shall be required to submit written evidence on previous experience including at least one example of a demolition on a similar scale successfully performed by bidder, present commitments, and other such data as may be requested by CITY. Each Bid must contain evidence of any North Carolina licenses required to legally perform the Work and of Bidder's qualification to do business in North Carolina.
4. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE.** It is the responsibility of each Bidder, before submitting a Bid, to (a) thoroughly examine the Contract Documents, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify CITY of all conflicts, errors, or discrepancies discovered by Bidder in the Contract Documents.

4.01 Underground Facilities. Bidder shall have all responsibility for the location of and protection of any underground utilities impacted by the Work. Any underground facilities not related to utilities shall be removed if possible or secured and stabilized if removal is not possible.

4.02 Additional Information. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems

necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

CITY will provide each Bidder access to the site to conduct such explorations and tests, as each Bidder deems necessary for submission of a Bid.

Potential bidders are required to attend a pre-bid meeting at the location of the proposed demolition in order to better understand the nature of this work. This is a mandatory pre-bid meeting. **Bids received from firms not attending the meeting will not be considered and will be returned unopened.**

The pre-bid meeting will take place at the project site on November 12, 2013 at 10:00 AM.

Arrangements for any additional site visits may be made by calling the City of Concord's Director of Buildings and Grounds, Ms. Susan Sessler at (704) 920-5380
sesslers@concordnc.gov

NOTE: AT NOT TIME SHALL ANY BIDDER OR ANY PERSON ASSOCIATED WITH ANY BIDDER ENTER ONTO THE PROJECT SITE UNACCOMPANIED BY AUTHORIZED CITY PERSONNEL. SUCH UNAUTHORIZED ENTRY SHALL RESULT IN IMMEDIATE DISQUALIFICATION OF BIDDER.

4.03 Bidder's Representation. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement concerning examination of the Contract Documents and the site, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. **INTERPRETATIONS AND ADDENDA**. All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted to CITY in writing. Interpretations or clarifications considered necessary by CITY in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
6. **BID SECURITY**. Each Bid must be accompanied by bid security made payable without condition to CITY in an amount of 5 percent of the Bidder's maximum Bid and in the form of a certified or bank check or a bid bond issued by a surety meeting the requirements set forth in the General and Supplemental Conditions.

The bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within the number of days set forth in the Bid Form, CITY may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom CITY believes to have a reasonable

chance of receiving the award may be retained by CITY until the earlier of 7 days after the Effective Date of the Agreement or the day after the last day the Bids remain subject to acceptance as set forth in the Bid Form, whereupon bid security furnished by such Bidders will be returned. Bid security accompanying Bids which are deemed by CITY to be noncompetitive will be returned within 7 days after the bid opening.

7. **CONTRACT TIMES.** The numbers of calendar days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Bid Form.
8. **LIQUIDATED DAMAGES.** Provisions for liquidated damages, if any, are set forth in the Agreement.
9. **SUBSTITUTES OR "OR-EQUAL" ITEMS.** NOT APPLICABLE
10. **SUBCONTRACTORS, SUPPLIERS, AND OTHERS.** Deleted and Intentionally left blank
11. **BID FORM.** Bid Forms must be completed in ink.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign for the corporation). Bids by partnerships must be executed in the partnership name and signed by a partner. Bids by joint ventures shall be signed by each participant in the joint venture or by a representative of the joint venture accompanied by evidence of authority to sign for the joint venture.

The names of all persons signing shall be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president," "secretary," "agent," or other designation without disclosing his principal may be held to be the Bid of the individual signing. When requested by CITY, evidence of the authority of the person signing shall be furnished.

All blanks in the Bid Form shall be filled. A bid price shall be indicated for each unit price item listed therein, or the words "No Bid," "No Charge," "No Change," or other appropriate phrase shall be entered.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

No alterations in Bids, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, CITY may require the Bidder to identify any alteration so initialed.

12. **SUBMISSION OF BIDS.** Bids shall be submitted at the time and place indicated in the Invitation to Bid, or the modified time and place indicated by Addendum. Bids shall be enclosed in an opaque sealed envelope or wrapping, addressed to:

The City of Concord
c/o Sid Talbert
P.O. Box 308
Concord, North Carolina 28026-0308

Bids shall be marked with the name, license number, and address of the Bidder and shall be accompanied by the bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Each Bid envelope shall be identified on the outside with the words “**Asbestos and Lead Based Paint Abatement and Demolition, Dormitories at 180 and 188 Corban Avenue Concord, North Carolina. Contract 2013-050- Bid # 2228**”

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

Oral, telephone, facsimile, or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

A conditional or qualified bid will not be accepted.

13. **MODIFICATION AND WITHDRAWAL OF BIDS.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

A request to withdraw a bid may be made to the CITY within 72 hours after Bids are opened in accordance with NCGS § 143-129.1. If approved by the CITY that Bidder may withdraw its Bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. **OPENING OF BIDS.** Bids will be publicly opened and read aloud. An abstract of the amounts of the Base Bids and major alternatives (if any) will be made available to Bidders after the opening of Bids.

15. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE.** All Bids will remain subject to acceptance for the number of days set forth in the Bid Form, but CITY may, in its sole discretion, release any Bid and return the bid security prior to that date.

16. **AWARD OF CONTRACT.** CITY reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and will award to lowest responsible Bidder taking into consideration quality, performance, and time specified in Bid Form for performance of Work. CITY also reserves the right to waive informalities.

In evaluating Bids, CITY will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

CITY may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Bid Form.

17. **CONTRACT SECURITY.** Section 16 of the Contract form sets forth CITY's requirements as to Performance and Payment Bonds. These Bonds shall be delivered to CITY with the executed Agreement.

18. **SIGNING OF AGREEMENT.** When CITY gives a Notice of Award to the Successful Bidder, it will be accompanied by an unsigned copy of the Agreement with all other written Contract Documents attached. Within the number of days set forth in the Bid Form, the Successful Bidder shall sign, leaving the dates blank, and deliver to CITY with the required Bonds, completed W-9 form. Within 45 days thereafter, CITY shall execute all copies of the Agreement and other Contract Documents submitted by Contractor (Successful Bidder); shall insert the date of contract on the Agreement, Bonds; and shall distribute signed copies as stipulated in the Agreement. Should the CITY not execute the Contract within the period specified, the Successful Bidder may, by written notice, withdraw his signed Contract. Such notice or withdrawal shall be effective upon receipt of the notice by the CITY.

19. **SALES AND USE TAXES.** Not Applicable.

20. **RETAINAGE.** Provisions concerning retainage are set forth in the Agreement.

21. **LAWS AND REGULATIONS.** Additional provisions, if any, concerning Laws and Regulations are set forth in the Agreement.

21.01 **Collusive Bidding.** In accordance with US Code Title 23 Section 112(c) and NCGS § 75-5(b)(7), the Contractor (Bidder), by submission and execution of this bid, certifies that he has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with his bid on this project.

21.02 **Contract Determination Debarment.** Bidder shall complete and submit with the bid the certification pertaining to debarment included with the Bid Forms.

DEBARRED FIRMS CERTIFICATION FORM

**Asbestos and Lead Based Paint Abatement and Demolition, Dormitories at 180 and 188 Corban Avenue Concord, North Carolina
Contract 2013-050- Bid # 2228**

The undersigned hereby certifies that the firm of _____ has not been suspended by the State of North Carolina or any agency or department thereof for conviction or indictment or any of the offenses enumerated in G.S. 133-27 nor will award subcontracts of any tier to firms that have been suspended for conviction or indictment of any of the offenses enumerated in G.S. 133-27.

Name of Firm

ATTEST _____ (SEAL)

Signature of Authorized Official

Title

Sworn and subscribed before me this
_____ day of _____, 2013.

Notary Public

NOTICE OF AWARD

TO:

FROM: City of Concord City Council
P.O. Box 308
26 Union Street, South
Concord, North Carolina 28026-0308

PROJECT: **Asbestos and Lead Based Paint Abatement and Demolition, Dormitories at 180 and 188 Corban Avenue Concord, North Carolina
Contract 2013-050- Bid # 2228**

You are hereby notified that the bid submitted by you for the above named project in response to the City of Concord's Invitation to Bid in the amount of

_____ and _____/100 DOLLARS

(\$ _____) has been accepted.

You are hereby required to execute the formal AGREEMENT with the City of Concord and to furnish any and all Contractor's Bond(s), Certificate of Insurance and any other documents pertaining to the work or the Agreement as designated by the City of Concord.

If you fail to execute said AGREEMENT and to furnish any required documents pertaining to the Work within five (5) days from the date of delivery of this NOTICE OF AWARD, said CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your bid as abandoned and to award the Work covered by your proposal to another, or to re-bid the Work or otherwise dispose thereof as the CITY may see fit.

Dated this the _____ day of _____, 2013

City of Concord, North Carolina

By: _____
Title: City Manager

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the ____ day of _____, 2013.

By: _____
Title: _____

NOTICE TO PROCEED

TO:

FROM: City of Concord
P.O. Box 308
26 Union Street, South
Concord, North Carolina 28026-0308

PROJECT: **Asbestos and Lead Based Paint Abatement and Demolition, Dormitories at 180 and 188 Corban Avenue Concord, North Carolina
Contract 2013-050- Bid # 2228**

Contract Amount: _____ and ____/100 DOLLARS

(\$_____).

You are hereby notified to commence work on or before the _____ day of _____, 2013, pending acceptance of your Certificate of Insurance and any other required documents, and are to fully complete the work by the ____ day of _____, 2013.

Your project final completion date is therefore the _____ day of _____, 2013, and as set forth in the above named project's schedule unless an extension is granted by the City of Concord Deputy Chief of Police in writing.

City of Concord, North Carolina

By: _____
Title: City Manager

Dated this the ____ day of _____, 2013.

STANDARD FORM CONSTRUCTION CONTRACT

This contract is made and entered into as of the ___ day of _____, 20____, by the City of CONCORD ("City") and _____ ("Contractor"), (x) a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Sec. 1. Background and Purpose. The proposed work includes the asbestos and lead paint abatement and the demolition of the dormitories located at 180 and 188 Corban Avenue, in Concord, North Carolina

Sec. 2. Services and Scope to be Performed. The Contractor shall provide building demolition at the charges set forth either in this paragraph or in the attached exhibits. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

In this contract, "services" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as described in this paragraph below OR as described in attached exhibits. In the event of a conflict, the provisions of this paragraph shall control. Any additional expenses or charges shall only be paid after both the City and the Contractor agree to and execute a written change order. The City shall not be obligated to pay the Contractor any fees, payments, expenses or compensation other than those authorized in this contract or in a duly-approved change order.

Sec. 4a. Retainage. The City shall withhold no retainage on Contracts having a "total project cost" of less than \$100,000.00. The City may withhold retainage on contracts having a total project cost between \$100,000 and \$200,000. The City shall withhold retainage on contracts whose total project cost exceeds \$300,000.

When withheld, retainage shall equal no more than five percent of each progress payment. When the project is fifty per cent complete, the City shall not retain anything from future project payments provided that (i) the surety concurs in writing, (ii) the Contractor continues to perform satisfactorily, (iii) any non-conforming work identified in writing by the architect, engineer(s) or City has been corrected by the Contractor and accepted by the architect, engineer(s) or City. However, if the City determines that the Contractor's performance is unsatisfactory, the City may withhold up to five percent retainage from each project payment. The City may withhold additional amounts above five percent for unsatisfactory job progress, defective construction not remedied, disputed work, third party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

Definitions:

"Total Project Cost": Total value of the Contract and any approved change orders or amendments.

"Project Fifty Percent Complete": When the Contractor's gross project invoices (excluding the value of the materials stored off-site) equal or exceed fifty percent of the value of the contract, except that the value of materials stored on-site shall not exceed twenty percent of the Contractor's gross project invoices for the purpose of determining whether the project is fifty percent complete.

Sec. 5. Term. The Contractor shall commence work no later than January 6, 2014, "Commencement Date." All work as set forth in the Scope of Services in Exhibit "A" shall be completed within Sixty (60) calendar days of the Commencement Date. The date that is Sixty (60) calendar days from the Commencement Date shall be the

“Completion Date.” Time is of the essence with regard to this Project. If Contractor’s obligations are not completed by the Completion Date, the City reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit “A.” The Contractor shall be held accountable for all damages incurred by the City as a consequence of the missed Completion Date. The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have in law or equity. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit “A”.

Sec. 6. Contractor’s Billings to City. Payments will be made in accordance with the schedule found in this section below OR attached at Exhibit A. Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month in order to expedite payment. Upon receipt of the request the City Purchasing Agent shall verify the amounts and if correct forward the request to the Accounts Receivable Division of the Finance Dept. Final payment on the contract shall be made in 45 days, except in the case of retainage. Within 60 days after the submission of the final pay request, the City (with the written consent of the surety) shall release to the Contractor all retainage payments IF the City receives a certificate of substantial completion from the architect, engineer or designer-in-charge of the project OR the City receives beneficial occupancy and use of the project. In either case, the City may retain up to 2.5 times the estimated value of the work to be completed or corrected.

Sec. 7. Insurance. Contractor shall maintain and cause all sub-contractors to maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers’ Compensation	\$100,000 each accident, \$100,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise,
	<input type="checkbox"/> \$2,000,000

Contractor shall provide a Certificate of Insurance to the City listing the City as an additional insured. Such Certificate shall be in a form acceptable to the City.

Sec. 8. Documentation Requirements:

A. Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor’s agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor’s receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

The City shall be named as an **additional insured** on all policies except Workers’ Compensation and it is required that coverage be placed with “A” rated insurance companies acceptable to the City. Statement should read, “City of Concord is added as an additional insured as evidenced by an endorsement attached to this certificate.” Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Agreement without notice.

B. All those doing business with the City must have a current **Privilege License** issued by the City of Concord if a privilege license is authorized by law.

C. Contractor shall provide a completed W-9 form to the City prior to execution by the City of this Agreement.

Sec. 9. Performance of Work by Contractor.

(a) The Contractor warrants that all work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of issuance by the City of written final completion of the work.

(b) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to City - owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(d) The City shall notify the Contractor, in writing, within a reasonable time, not to exceed 30 days, after the discovery of any failure, defect, or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time, not to exceed 30 days unless otherwise agreed in writing and signed by the City Manager or his designee, after receipt of notice, the City shall have the right to replace repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice,

(2) Require all warranties to be executed, in writing, for the benefit of the City, if directed to do so by the City; and

(3) Enforce all warranties for the benefit of the City, if directed to do so by the City

(g) In the event the Contractor's warranty has expired, the City may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the City nor for the repair of any damage that results from any defect in City-furnished material or design.

Sec. 10. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in this Agreement, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give

the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 11. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Survey Report for Asbestos Containing Materials and Lead Paint, by Allied Consulting and Environmental Services, LLC (ACES), dated October 25, 2013.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.
- (e) Exhibit "E" – completed and executed Bid forms
- (f) Exhibit "F"- Special Conditions

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

Sec. 12. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Susan Sessler, Director of
Buildings and Grounds
City of Concord
P.O. Box 308
Concord, NC 28026

To the Contractor:

Albert Benschhoff, Esq.
City Attorney
PO Box 308
Concord, NC 28026
Fax Number: (704) 784-1791

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

It is the intent of both Parties to this Agreement that this release and indemnity shall specifically apply to any and all third party claims for personal injury or property damage that arise from the acts or omissions of Contractor in

performing the Work under this Agreement. This clarification statement shall not be construed as a limitation on the indemnity set forth above.

Sec. 14. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new contract showing the Contractor's correct legal entity.

Sec. 15. Miscellaneous.

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject

matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

(The following section applies only if amount is over \$50,000)

Sec. 16. Bonding. Both performance and payment bonds for the full amount of this Contract are required to be attached. Instead of bonds, you may submit a letter from your banker or stockbroker stating that cash, certified checks or government securities in the amount of this Contract will be submitted. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond shall be solely for the protection of the City. The payment bond shall be in an amount equal to 100% of the Contract, and conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performance labor for which a contractor or subcontractor is liable.

Sec. 17. Dispute Resolution. It is understood and agreed that NCGS 143-128(f1-g) requires that disputes arising under an agreement for the erection, construction, alteration or repair of a building be subject to a dispute resolution process specified by the City. The amount in controversy shall be at least \$15,000.00 before this dispute resolution procedure may be used. In compliance with this statutory provision, the City specifies this Section as the dispute resolution process to be used on this Project. It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the City is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Section and NCGS 143-128(f1-g).

This Section 17 does not apply to:

- (a) The purchase and erection of prefabricated or relocatable buildings or portions of such buildings, except that portion of the work that must be performed at the construction site; or**
- (b) The erection, construction alteration or repair of a building when the cost of such building is \$300,000 or less.**

17.1 Any dispute arising between or among the Parties listed in Section 17.3 that arises from an agreement to construct the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules (“Rules”), except as otherwise expressly set forth in this Section. To the extent any provision of the Rules is inconsistent with the provisions of this Section, the provisions of this Section shall control. The mediation provided in this Section shall be used pursuant to this Agreement and NCGS 143-128(F1-g) and is in lieu of any dispute resolution process adopted by the North Carolina State Building Commission, which process shall not apply to this Project.

17.2 For purposes of this Section the following definitions shall apply:

- a. *Agreement to construct the Project* means an agreement to construct the Project that is subject to the requirements of NCGS 143-128 and does not include any agreement related to the Project that is not subject to said statute.
- b. *Construct or construction* refers to and includes the erection, construction, alteration or repair of the Project.
- c. *Party or Parties* refers to the parties listed in Section 16.4.
- d. *Project* means the building to be erected, constructed, altered or repaired pursuant to this Agreement.

17.3 The City and any Party contracting with the City or with any first-tier or lower-tier subcontractor for the construction of the Project agree to participate in good faith in any mediation of a dispute subject to this Section and NCGS 143-128(f1-g), including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), construction manager, construction manager at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).

17.4 In order to facilitate compliance with NCGS 143-128(f1-g), the Contractor and all other Parties shall include this Section in every agreement to which it (any of them) is a Party for the construction of the Project without variation or exception. Failure to do so will constitute a breach of this Agreement, and the Contractor or other Party failing to include this Section in any agreement required by this Section shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Section and can enforce the provisions hereof.

17.5 The following disputes are not subject to mediation: (i) a dispute seeking a non-monetary recovery; and (ii) a dispute seeking a monetary recovery of \$15,000 or less.

17.6 A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Section and NCGS 143-128(f1-g), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.

17.7 For purposes of this Section, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.

17.8 In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.

17.9 Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.

17.10 If a Party breaches any provision of Section 17.9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.

17.11 All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the City is named as a party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the City is named as a Party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties.

17.12 The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Cabarrus County as the

mediator shall determine.

17.13 The provisions of this Section are subject to any other provision of this Agreement concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Section.

17.14 The Parties understand and agree that mediation in accordance with this Section shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Section.

Sec. 18. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party. Any remaining disputes shall be subject to the dispute resolution procedure set forth above, if applicable.

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____
City Manager

By: _____
Signature of President/Vice President/Manager/Partner

ATTEST BY:

Printed Name: _____

Title: _____

City Clerk

ATTEST:

BY: _____
Signature of Vice President, Secretary, or other officer

Printed Name: _____

Title _____

APPROVED AS TO FORM:

Attorney for the City of Concord

SEAL

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

EXHIBIT A
BID FORM

**Asbestos and Lead Based Paint Abatement and Demolition, Dormitories at 180 and 188 Corban
Avenue Concord, North Carolina
Contract 2013-050- Bid # 2228**

THIS BID IS SUBMITTED TO:

W. Brian Hiatt, City Manager
c/o Allen Overcash, Deputy Chief of Police
City of Concord
P.O. Box 308
Concord, North Carolina 28026-0308

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with CITY in the form included to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This Bid will remain subject to acceptance for 60 days after the day of bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 5 days after the date of CITY's Notice of Award.
3. In submitting this Bid, Bidder represents that:

- a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No. _____ Dated _____

- b. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- c. Bidder is familiar with and has satisfied itself as to all Federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

- d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities), if any. Bidder acknowledges that any such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- e. Deleted and Intentionally Left Blank.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- g. Bidder has given CITY written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.

4. Bidder shall complete the Work for the following contract price:

Demolition Cost	\$ _____
Less Allowance for Salvage Material	\$ _____
Total Bid Amount	\$ _____

Total Bid amount MUST include all aspects of the demolition, removal of concrete, debris, asbestos and other items referenced in the bid document including all labor, equipment, permits, materials, hauling charges, and land fill disposal fees.

Asbestos Abatement Firm: _____

Statement of Qualifications **MUST** be attached.

Removal and Disposal of any hazardous materials such as asbestos must be handled in accordance with established Federal, State, and Local regulations.

5. Bidder agrees that the Work will begin on January 6, 2014 and will be substantially complete by 60 calendar days after the Notice to Proceed, and completed and ready for final payment on or before that date.

6. Communications concerning this Bid shall be sent to Bidder at the following address:

NAME: _____

ADDRESS: _____

P.O. BOX: _____

CITY: _____ STATE: _____

ZIP CODE: _____

7. Bidders Qualifications, copies of applicable licenses, specific plan for disposal of hazardous materials and demolition debris, and bid bond **MUST** be attached to this Bid Form. Failure to attach these items shall be cause for removal of this bid from consideration.

SIGNATURE OF BIDDER

Contractor's License Number _____

License Expiration Date _____

If an Individual

By _____
(signature of individual)

Doing business as _____

Business address _____

Phone No. _____

Date _____, 20__

ATTEST _____ TITLE _____

If a Partnership

By _____
(firm name)

By _____
(signature of individual)

Business address _____

Phone No. _____

Date _____, 20__

ATTEST _____ TITLE _____

If a Corporation

By _____
(corporation name)

By _____
(signature of authorized person) (title)

Business address _____

Phone No. _____

Date _____, 20__

ATTEST _____ TITLE _____

(Seal)

If a Joint Venture (Other party must sign below.)

Contractor's License Number _____

License Expiration Date _____

If an Individual

By _____
(signature of individual)

Doing business as _____

Business address _____

Phone No. _____

Date _____, 20__

ATTEST _____ TITLE _____

If a Partnership

By _____
(firm name)

By _____
(signature of individual)

Business address _____

Phone No. _____

Date _____, 20__

ATTEST _____ TITLE _____

If a Corporation

By _____
(corporation name)

By _____
(signature of authorized person) (title)

Business address _____

Phone No. _____

Date _____, 20__

ATTEST _____ TITLE _____

(Seal)

EXHIBIT B

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, _____ (the individual signing below), being duly authorized by and on behalf of
_____ (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.

3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or b. NO _____.

4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.

5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 20__.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)

EXHIBIT C

TAX FORM(S)

Including but not limited to Contractor's W-9

EXHIBIT D

CERTIFICATE OF INSURANCE

EXHIBIT E

PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Date of Execution of this Bond _____

Name and Address of
Principal (Contractor) _____

Name and Address
of Surety _____

Name and Address of
Contracting Body
City of Concord
66 Union Street South
PO Box 308
Concord, NC 28026-0308

Amount of Bond _____

Contract That certain contract by and between the Principal and the Contracting
Body above named dated _____
for _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

PERFORMANCE BOND: (Continued)

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

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

WITNESS:

Principal (Name of individual and trade name,
partnership, corporation, or joint venture)

(Proprietorship or Partnership)
Printed Name _____

BY _____ (SEAL)
Printed Name _____

TITLE _____
(Partner, Office held in
corporation, joint venture)

ATTEST: (Corporation)

(Corporate Seal of Principal)

BY _____
Printed Name _____

TITLE _____
(Corporation Secretary or
Assistant Secretary Only)

Surety (Name of Surety Company)

WITNESS:

BY _____
Printed Name _____

TITLE _____ Attorney in Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

(Address of Attorney in Fact)

N.C. Licensed Resident Agent

EXHIBIT F

SPECIAL CONDITIONS

1. Protection

A. Bidder shall be responsible to provide and/or erect and maintain lights, barricades, and the like to protect persons from all hazards while performing the demolition.

B. Bidder shall take every precaution to protect adjacent building and facilities from damage due to demolition activities.

C. Provide protection to ensure safe passage of people around building demolition area and to occupied portions of adjacent buildings and structures.

D. Protect existing site improvements and landscaping.

2. Asbestos Containing Materials (ACM), Lead Based Paint (LBP), Lead Containing Materials and Other Hazardous Materials Clause

It is expected that ACM, LBP, Lead Containing Materials and Other Hazardous Materials will be encountered in the demolition, and shall be the responsibility of the bidder to properly remove and properly dispose of any hazardous materials as required by law as part of the demolition process in this project.

2. Backfill Materials and Site Restoration

The bidder shall provide any structural fill necessary to level and grade parcels to a maintainable condition, and completely fill below-grade areas and voids resulting from building demolition operations with suitable structural fill meeting the requirements of Class II, Type I Select Material as described in section 1016 of the NCDOT Standard Specifications for Roads and Structures, latest Edition. Any fill shall be compacted in 12 inch lifts or less to at least 95% of the material's maximum dry density as obtained in the laboratory in accordance to AASHTO T 99 as modified by NCDOT.

It is expected that approximately 500 cubic yards of soil would be necessary to backfill the basement of Building 3 after demolition. The area of Building 3 shall be sloped at a 3 Horizontal to 1 Vertical to match the elevation of Crowell Dr. SW.

3. Explosives

The use of explosives to demolish or help demolish any structure is not permitted.

4. Site access and Temporary Controls

Do not close or obstruct streets, sidewalks, walkways, or other adjacent occupied or in use facility without permission from owner and authorities having jurisdiction.

5. Disposal of Demolished Materials

Demolished materials must be removed from project site in a timely manner and legally dispose of them in an EPA-approved landfill. Do not allow demolished materials to accumulate on-site, remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. No demolished materials shall be burned on project site.

6. Salvage, Recycle, or Reusable Materials

Bidder shall have the right to salvage, recycle, or reuse, any materials discovered during the demolishing process; such materials may be neatly stored on-site for a short period of time until transport of materials is available. Bidder is encouraged to salvage any material possible to reduce the cost of demolition and calculate cost savings to the bidder as part of the quote for demolition.

GENERAL SPECIFICATIONS DEMOLITION WORK

G-1. Scope: The work covered by these specifications consists of furnishing all labor, equipment, and materials necessary to completely demolish and remove from the premises the buildings listed on the attached. If the building to be demolished contains asbestos or asbestos-containing materials or other hazardous or toxic material or other pollutants, the Contractor shall properly prepare, remove, handle, haul, transport and dispose of such materials in accordance with Contractor's removal plan attached and made a part hereof by reference and with all applicable federal, state and local laws and regulations.

G-2. Removal of Debris: All debris of all descriptions shall be removed completely, including all materials above ground and electrical, plumbing, and concrete slabs shall be removed from the premises and disposed of by the Contractor. All land fill fees or disposal fees of any kind shall be paid for by the Contractor. All materials shall be disposed of in accordance with applicable state and federal law. Disposal by land filling shall be at a landfill that has obtained all permits as required by North Carolina law.

The entire site shall also be cleared of any debris, overgrown brush, trash, dead trees, fencing or other material. The Contractor shall leave the site clean and free of all debris whether the debris is associated with the dwelling demolition or not.

Live trees shall not be damaged or removed as part of the demolition. Small shrubs shall be removed and disposed of properly.

G-3. Safety Requirements: The Contractor shall secure the area around the buildings by installing temporary fencing to control access to the buildings and to secure the site at night, the use of signs, barricades and personnel to assure that only authorized personnel will be on the site from the time of the beginning until completion. The Contractor shall not leave any part of the structure in a hazardous condition overnight or at any time. In addition, all rules and regulations of the Department of Labor, Occupational Safety and Health Administration, shall be abided by.

G-4. Notification of Commencement of Work: The utility companies shall be notified by the Contractor and check made by them as to the location of any underground services on the site, and a proper disposition made prior to commencement of work.

The City will have the water service disconnected prior to commencement of work. The Contractor shall hire a licensed plumber to cap off water and sewer lines and shall provide the City with written verification from the licensed plumber that the water and sewer lines were capped in accordance with CITY policies.

G-5. Grading of Site: After removal of all materials and debris from the site, leaving nothing except the soil, all holes shall be filled and the site graded flush with the existing elevations around the site so that no water will stand on the site. No wood will be allowed in any fill material used. The site shall be seeded with an approved grass seed and straw shall be spread over the site upon completion of all grading.

G-6. Permit: Prior to beginning work on this project, the Contractor shall give all required notices and shall obtain, and pay for, any and all necessary permits and approvals regarding (1) the presence, removal and disposal of toxic, hazardous and solid wastes and any other pollutants; and (2) the demolition of the buildings identified herein, including but not limited to notices and permits required by the United States Environmental Protection Agency, North Carolina Department of Environment and natural Resources, North Carolina Division of Waste Management, North Carolina Department of Health and Human Services (including the Public Health and Health Hazards Control Unit), North Carolina Department of Labor (Division of Occupational Safety and Health), Cabarrus County and the City of Concord and shall provide the City with a copy of such notices, permits and approvals.

If the work for this project includes the removal of asbestos or asbestos-containing materials, prior to beginning work, the Contractor shall provide the City with the proper, active accreditations from the North Carolina Asbestos Hazard Management Program for all persons who will work on this project, including but not limited to their accreditation number and photo-identification card issued by the State of North Carolina and the expiration date for each such accreditation.

G-7. Salvage: The materials in the building structure that the Contractor considers to be of value will become the properties of the Contractor and its value to be taken into consideration in determining his bid. **The proposal shall list the items and indicate the value attributed to any salvaged materials, personal property, fixtures or appurtenances found in or attached to the building structure.**

The Contractor shall not sell, give away or otherwise distribute any hazardous or dangerous material including, but not limited to, wood coated with lead based paint and chemicals. Hazardous and dangerous material shall be disposed of at the County landfill or other site approved for disposal of such materials which is approved by the EPA.

G-8. Commencement and Completion of Work: The commencement of this work for each structure shall begin not later than November 18, 2013. The work shall be completed within thirty (30) days. When work is started, it shall be continuous until completed. Payment shall be made after completion and acceptance of the work for each structure and a purchase order shall be issued for each structure.

G-11. Subletting: The Contractor shall keep all work under his own control and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof without the

written consent of the City. Written consent by the City to sublet or assign any portion of the contract shall not relieve the Contractor of any responsibility for the fulfillment of the contract.

G-12. Release and Indemnity: To the fullest extent permitted by law, Contractor shall release, indemnify, keep and save harmless the City, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the City or third persons and to all property proximately caused by, incident to, resulting from, arising out of, occurring in connection with, directly or indirectly, the performance or nonperformance by Contractor (or by any person acting for the Contractor or for whom the Contractor is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of and duty or obligation on the part of the Contractor, its agents, officials and employees or otherwise. The provisions of the Section shall include any claims for equitable relief of for damages (compensatory or punitive) against the City, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the City, its agents, officials and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorney's fees by reason of the assertion of any such claim against the City, its agents, officials or employees. The Contractor expressly understands and agree that any performance bond or insurance protection required by this agreement, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to release indemnify keep and save harmless and defend the City as herein provided. The intention of the parties is to apply and construe broadly in favor of the City the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

G-13. Guarantee: The Contractor hereby agrees to guarantee, for a period of one year after date of final payment, the work accomplished under this contract to the extent that he will repair any defects due to faulty workmanship or materials which may appear in his work during this period.

G-14. Termination: In the event that review of the Contractor's performance shows non-conformance to the attached terms and conditions contained herein as a result of the Contractor's errors, omissions or negligent acts, the Contractor shall be in breach of this agreement and the City may take corrective action as it deems necessary including, but not limited to, withholding or reduction of payment. The City shall also have the right to suspend this agreement upon five (5) calendar days written notice to the Contractor. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the Contractor shall be provided with an opportunity to respond with an explanation or justification and/or shall undertake any reasonable remedial action required by the City. If, in the opinion of the City, the Contractor remains in violation of this agreement at the completion of the five (5) day suspension period, the City shall have the right to terminate this agreement whereupon all obligations of the City to the Contractor shall cease. In the event this project is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in the Agreement.

G-15. Personnel: It is mutually agreed that Contractor is an independent contractor and not an agent of the City, and as such the Contractor shall not be entitled to any City employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

G-16. Laws and Regulations: Contractor shall comply with any and all applicable federal, state and local standards, rules, regulations, procedures, laws, statutes, codes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. Contractor shall take all reasonably necessary, proper and required safety, preventative and remedial measures in accordance with any and all rules, regulations, procedures, codes and directives from the United States Environmental Agency, United States Department of Labor (OSHA), North Carolina Department of Labor (Division of Occupational Safety and Health), North Carolina Department of Environment and Natural Resources, North Carolina Division of Waste Management, North Carolina Environmental Management Commission, North Carolina Department of Health and Human Services (including the Division of Public Health and the Health Hazards Control Unit), Health Departments, Cabarrus County and the City of Concord, and any other federal, state and/or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of any applicable provision of such standards, rules, regulations, procedures, laws, statutes, codes and ordinances and any notices, permits and approvals or conditions issued thereunder.

G-17. Non-Discrimination: Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement in whole or in part.

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf by issuance of a valid purchase order for each structure and the Contractor has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

BY: _____
President, Vice President, Assist. Vice
President, Owner

EXHIBIT G

GENERAL CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

1.1.2 THE CONTRACT

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

1.1.3 THE WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs, and Clauses in the document, or (3) the titles of other published documents.

1.4 INTERPRETATION

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

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be signed by the Owner and Contractor.

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

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications, and other documents, including those in electronic form, prepared by the Architect and the Architect’s consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one or more record sets. Neither the Contractor nor any Subcontractor, Sub-subcontractor, nor any material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect or the Architect’s consultants. The Drawings, Specifications, and other documents prepared by the Architect and the Architect’s consultants, and copies thereof furnished to the Contractor, may be considered public record in accordance with North Carolina laws and/or regulations. The Owner reserves the right to make any use of the Instruments of Service that the Owner may deem appropriate in the Owner’s sole discretion. The Owner accepts no responsibility or liability for any use of the Instruments of Service by third parties. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ copyrights or other reserved rights.

ARTICLE 2 OWNER

2.1 GENERAL

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Except as otherwise provided in Subparagraph 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Contractor acknowledges that liens may not be placed on public property. The Owner reserves the right upon notice of a claim of lien against the Contractor from a Subcontractor to issue all future payments by two-party checks.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work.

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

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

2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct

such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies, or omissions discovered by the Contractor shall be reported promptly to the Architect and Owner as a request for information in such form as the Owner and Architect may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner and Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Owner and Architect.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Owner or Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error,

inconsistency, omission, or difference and knowingly failed to report it to the Architect and Owner.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless the Owner or Contract Documents give other specific instructions concerning these matters. If the Owner or Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Owner.

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

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

3.4 LABOR AND MATERIALS

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

3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

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

3.5 WARRANTY

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

3.6 TAXES

3.6.1 The Contractor shall pay sales, consumer, use, and similar taxes for the Work provided by the Contractor which were enacted when bids are received or negotiations concluded, whether or

not yet effective or merely scheduled to go into effect. The Contractor shall have no claim to any refund or rebate of taxes to Owner.

3.7 PERMITS, FEES, AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

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

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

3.8 ALLOWANCES

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

3.8.2 Unless otherwise provided in the Contract Documents:

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.1 and (2) changes in Contractor's costs under Clause 3.8.2.2.

- 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.
- 3.9 SUPERINTENDENT
- 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing, by personal delivery, U.S. mail, facsimile transmission, or electronic mail. Other communications shall be similarly confirmed on written request in each case.
- 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES
- 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- 3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.
- 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.
- 3.11 DOCUMENTS AND SAMPLES AT THE SITE
- 3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good Order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be available to the Owner and Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.
- 3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
- 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action

may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

- 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect and Owner without action.
- 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect and Owner.
- 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's or Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Contractor has specifically informed the Owner and Architect in writing of such deviation at the time of submittal and (1) the Owner and Architect have given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's and Owner's approval thereof.
- 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Owner and Architect on previous submittals. In the absence of such written notice the Architect's and Owner's approval of a resubmission shall not apply to such revisions.
- 3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, state law, or local ordinance, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Owner and Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services

must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review, approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

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

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

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

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, the consultants, agents, elected officials, and employees of either the Owner or Architect or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness,

disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

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

3.19 BANKRUPTCY

3.19.1 If any bankruptcy or insolvency proceedings are commenced against the Contractor and are not dismissed within sixty (60) days after service of such proceeding on Contractor, or if Contractor shall file a petition in bankruptcy or for reorganization or to effect a plan or other arrangement with creditors, or be adjudicated bankrupt or make an assignment for the benefit of creditors, or be dissolved or liquidated, or shall admit in writing its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of Contractor or of all or substantially all of the property of Contractor is appointed in any proceeding brought by Contractor, or if any such receiver, trustee, or liquidator is appointed in any proceeding against Contractor, and any such receiver, trustee or liquidator is not discharged within sixty (60) days after service of such appointment on Contractor, this agreement shall be null and void.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

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

4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to

endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

- 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
- 4.2.4 Communications Facilitating Contract Administration. The Owner and Contractor shall keep the Architect informed, share information, and copy correspondence to the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Architect; however communications with the Architect shall not substitute for those items herein specifically requiring notice or approval of both Architect and Owner.
- 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and recommend the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- 4.2.6 The Owner and Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- 4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work within the Owner's budget as provided in Paragraph 7.4.
- 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- 4.2.11 The Architect will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.
- 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor and will not show partiality to either.
- 4.3 CLAIMS AND DISPUTES
- 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect, Owner, and the other parties, if any.
- 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14 the Contractor shall proceed diligently with performance of the Contract.
- 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an

increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

- 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.
- 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, the Claim shall be filed in accordance with this Paragraph 4.3.
- 4.3.7 CLAIMS FOR ADDITIONAL TIME
- 4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.
- 4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.
- 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 10 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- 4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner, the applicable unit prices shall be equitably adjusted.
- 4.3.10 Claims for Consequential Damages. The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes:
.1 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Subparagraph 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Architect. Claims, excluding those alleging an error or omission by the Architect and those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

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

4.4.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision.

4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished, or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or recommend the approval of the Claim in whole or in part.

4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any recommendations for change in the Contract Sum or Contract Time or both. The Owner shall have the sole authority to make a final decision regarding changes to the Contract Sum or Contract Time.

4.4.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim related to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

4.5 MEDIATION

4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4, and 9.10.5 shall, after

initial recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation.

- 4.5.2 The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed in writing with the other party to the Contract. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 4.5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

- 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply within fifteen (15) working days shall constitute notice of no reasonable objection, unless the Owner submits a written request to extend the review period.
- 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order may be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has

acted promptly and responsively in submitting names as required and the increase has been approved by the Owner.

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

5.3 SUBCONTRACTUAL RELATIONS

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

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

.1 assignment is effective only after termination of the Contract by the Owner for cause

pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner

accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and Waiver of subrogation. If the Contractor claims that delay or additional cost is involved

because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

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

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

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

6.1.5 When the Owner performs construction or operations related to the Project with the Owner's own forces or under a separate contract for a portion of the Work included in the Contractor's original bid, the Contractor is no longer eligible for payment for that portion of the Work.

6.2 MUTUAL RESPONSIBILITY

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

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Subparagraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

- 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone, provided that it produces no change in the Owner's budget.
- 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

7.2 CHANGE ORDERS

- 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect, stating their agreement upon all of the following:
- .1 change in the Work;
 - .2 the amount of the adjustment, if any, in the Contract Sum, including the Architect's fee; and
 - .3 the extent of the adjustment, if any, in the Contract Time.
 - .4 Change Orders that enlarge Owner's financial liability beyond the Owner's budget may be subject to the approval of City Council or City Manager.
- 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Construction Change Directives that enlarge Owner's financial liability beyond the Owner's budget may be subject to the approval of City Council or City Manager.
- 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - .4 as provided in Subparagraph 7.3.6.
- 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect within the Owner's budget or the Architect shall recommend an adjustment to the Contract Sum to Owner. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect and Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:
 - .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - .5 additional costs of supervision and field office personnel directly attributable to the change.
- 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.
- 7.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

- 7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

8.1 DEFINITIONS

- 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.
- 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

- 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic’s liens and other security interests.
- 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor’s control, or by delay authorized by the Owner pending mediation, or by other causes which the Architect recommends and the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.
- 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.
- 8.3.3 This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments and adjustments related to Work performed in accordance with Paragraph 6.1.5, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner and Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Owner or Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

9.6 PROGRESS PAYMENTS

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

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of

the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

- 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- 9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.
- 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3, and 9.6.4.
- 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.
- 9.7 FAILURE OF PAYMENT
- 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased if approved by Change Order by the amount of the Contractor's reasonable costs of shut-down, delay, and start-up, plus interest as provided for in the Contract Documents.
- 9.8 SUBSTANTIAL COMPLETION
- 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item

upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

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

9.9 PARTIAL OCCUPANCY OR USE

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

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

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

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

- 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner may, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
or
 - .3 terms of special warranties required by the Contract Documents.
- 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

- 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- 10.1.2 The Contractor shall provide the Owner a copy of the Contractor's safety manual and procedures.

10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 HAZARDOUS MATERIALS

10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, petroleum products, perchloroethylene (PERC), or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2 The Owner may obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or

substance is found to be present, to verify that it has been rendered harmless. The Owner will, upon request, furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time may, at the discretion of the Owner, be extended appropriately and the Contract Sum may, at the discretion of the Owner, be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

10.4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were specifically required by the Contract Documents.

10.5 EMERGENCIES

10.5.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies with an a.m. best rating of A-VI or better lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit, and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employee;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations for a period of time necessary to comply with the North Carolina Statute of Limitations, typically three years; and
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages and insurance limits must be written on an occurrence basis and shall be maintained

without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to of the execution of the Contract for the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall (1) contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, and (2) name the Owner as an additional insured. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3.3 The Contractor is required to include the Owner as additional insured on all certificates evidencing Contractor's insurance coverage required under Paragraph 11.1, with the exception of the Contractor's Workers' Compensation policy.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

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

12.1.2 If a portion of the Work has been covered which the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

- 12.2.1.1 The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.
- 12.2.2 AFTER SUBSTANTIAL COMPLETION
- 12.2.2.1 In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Paragraph 2.4.
- 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.
- 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor only to the extent of the corrective work performed pursuant to this Paragraph 12.2.
- 12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- 12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- 12.3 ACCEPTANCE OF NONCONFORMING WORK
- 12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW AND VENUE

13.1.1 The Contract shall be governed by the law of North Carolina and enforced in the Courts of Cabarrus County, North Carolina.

13.2 SUCCESSORS AND ASSIGNS

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

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in accordance with the provisions of the Agreement.

13.4 RIGHTS AND REMEDIES

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

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

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Owner and/or Architect may be present for such Procedures. The Owner shall bear costs of tests, inspections, or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Subparagraph 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and/or Architect may be

present for such procedures. Such costs, except as provided in Subparagraph 13.5.3, shall be at the Owner's expense.

- 13.5.3 If such procedures for testing, inspection, or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.
- 13.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.
- 13.5.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

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

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

- 13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date that the warranty period is terminated by the Owner;
- .2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date that the warranty period is terminated by the Owner; and
- .3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2 an act of government, such as a declaration of national emergency which requires all Work to be stopped; or
- .3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

14.1.3 If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon 30 days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

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

14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

- 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 14.3.2 The Contract Sum and Contract Time may be adjusted at the Owner's discretion for increases in the cost and time caused by suspension, delay, or interruption as described in Subparagraph 14.3.1. No adjustment shall be made to the extent:
- .1 that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
 - .2 that an equitable adjustment is made or denied under another provision of the Contract.
- 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE
- 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
- .1 cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, excluding overhead and profit on the Work not executed.

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SURVEY REPORT FOR ASBESTOS CONTAINING MATERIALS AND LEAD PAINT

Prepared for:

**CITY OF CONCORD
POST OFFICE BOX 308
CONCORD, NORTH CAROLINA 28026-0308**

Regarding:

**PROPOSED BUILDING DEMOLITION
THREE BUILDINGS @ BARBER SCOTIA COLLEGE
180 AND 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA**

ACES Project No.: 2013-10-083

October 25, 2013



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October 25, 2013

Prepared by:

DeWitt Whitten, CHMM, REM, CES, REPA
General Manager
NC Licensed Asbestos Inspector #10706

Reviewed by:

Robert L. Smith, AIA, LEED AP
Managing Partner

EXHIBIT H



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1.0 INTRODUCTION

As authorized by Mr. Enrique Blat of the City of Concord on October 11, 2013, Allied Consulting and Environmental Services, LLC (ACES) personnel performed a survey for suspect asbestos containing materials (ACM) and lead paint for three buildings located on the campus of Barber Scotia College (Figure 1 in Appendix 1). The buildings are located at 180 and 188 Corban Avenue SW in Concord, North Carolina. The survey was performed on October 15, 2013. The survey was conducted for the purpose of identifying asbestos containing materials and painted surfaces of building components containing lead that may be impacted by the proposed demolition of the structures.

2.0 GENERAL BACKGROUND INFORMATION

2.1 Asbestos

The term “asbestos” refers to a group of naturally-occurring, fibrous minerals that are commercially mined throughout the world, primarily in Canada, Russia, and South Africa. Asbestos has been used in hundreds of products. Collectively, these products are referred to as asbestos-containing materials (ACMs). Asbestos gained wide use because it is plentiful, readily available, low in cost, and because of its unique properties – fire resistance, high tensile strength, resistance, and insulating characteristics.

As an insulator, asbestos received wide spread use for thermal insulation and condensation control. Asbestos is added to a variety of building materials to enhance strength. It is found in concrete and concrete-like products. Asbestos cement products are used as siding and roofing shingles, wallboard, as corrugated or flat sheets for roofing and partition walls, and as piping. Asbestos has also been added to asphalt, vinyl, and other materials to make products like roofing cements, felts and shingles, exterior siding materials, floor tiles, joint compounds, and mastics/adhesives. Asbestos also proved valuable as a component of acoustical plaster. This material was troweled on or sprayed on to ceilings or walls. As a decorative product, asbestos was frequently used to texture ceilings, walls, and other painted surfaces. Asbestos is still mined commercially and used in many common products, including brake shoes, roofing materials, and flooring products. It is important to realize that commercially available products containing asbestos can still be purchased. It is a common misconception that asbestos is no longer used.

The three most commonly encountered types of asbestos are sometimes referred to by their predominant color. Chrysotile (white) is by far the most frequently used asbestos mineral, constituting approximately 95% of all commercial and industrial applications. Chrysotile fibers are long and flexible and can be spun or woven into cloth. Amosite (brown) and crocidolite (blue) are used in approximately 4-5% of asbestos-containing products.

EXHIBIT H



The U.S. Environmental Protection Agency promulgated the National Emission Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], which addresses the application, removal, and disposal of asbestos-containing materials (ACM). Under NESHAP the following categories are defined for asbestos-containing materials:

Friable - When dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Nonfriable - When dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Category I Nonfriable ACM - Packings, gaskets, resilient floor coverings, and asphalt roofing products containing more than 1% asbestos.

Category II Nonfriable ACM - Any material excluding Category I Nonfriable ACM containing more than 1% asbestos.

Regulated Asbestos Containing Material (RACM) – One of the following:

1. Friable ACM
2. Category I Nonfriable ACM that has become friable.
3. Category I Nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading.
4. Category II Nonfriable ACM that has a high probability of becoming, or has become, friable by the forces expected to act on the material in the course of demolition or renovation operations.

Under NESHAP, the following actions are required:

1. Prior to the commencement of demolition or renovation activities, the building owner must inspect the affected facility or part of the facility where the demolition or renovation activities will occur for the presence of asbestos.
2. Remove all RACM from the facility before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access for subsequent removal.
3. RACM need not be removed if:
 - a) It is Category I nonfriable ACM that is not in poor condition.
 - b) It is on a facility component that is encased in concrete or other similar material and is adequately wet whenever exposed.
 - c) It was not accessible for testing and was therefore not discovered until after demolition began and because of the demolition the material cannot be safely removed.
 - d) It is Category II nonfriable ACM and the probability is low that the material will become crumbled, pulverized, or reduced to powder during demolition.



The Occupational Safety and Health Administration (OSHA) has established three sets of regulatory standards pertaining to asbestos exposure:

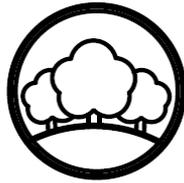
29 CFR 1910.1001	General Industry
29 CFR 1926.1101	Construction Industry
29 CFR 1910.134	Respiratory Protection

The construction industry standard covers activities involving asbestos demolition, removal, alteration, repair, maintenance, installation, cleanup, transportation, disposal, and storage. The general industry standard covers other activities where asbestos exposure is possible. Addressed under the OSHA standards are building owner / employer responsibilities regarding the identification of identified or presumed asbestos containing materials (PACM), notification to tenants / employees of the presence of asbestos, employee training, and work procedures.

2.2 Lead-based Paint

Lead-based paint is paint containing lead, a heavy metal, which is used as pigment. Lead chromate (PbCrO₄ - "chrome yellow") and lead carbonate (PbCO₃ - "white lead") are the most common lead compounds used as pigments. Lead is also added to paint to speed drying, increase durability, retain a fresh appearance, and resist moisture that causes corrosion. Paint with significant lead content is still used in industry and by the military. For example, leaded paint is sometimes used to paint roadway markings and parking lot lines.

Although lead improves paint performance, it is a dangerous substance. It is especially damaging to children under age six whose bodies are still developing. Lead causes nervous system damage, hearing loss, stunted growth, and delayed development. It can cause kidney damage and affects every organ system of the body. It also is dangerous to adults, and can cause reproductive problems for both men and women. One myth related to lead-based paint is that the most common cause of poisoning was eating leaded paint chips. In fact, the most common pathway of childhood lead exposure is through ingestion of lead dust through normal hand-to-mouth contact during which children swallow lead dust dislodged from deteriorated paint or lead dust generated during remodeling or painting. Lead dust from remodeling or deteriorated paint lands on the floor near where children play and can ingest it. Paint containing more than 0.06% (600 ppm) lead was banned for residential use in the United States in 1978 by the U.S. Consumer Product Safety Commission (16 Code of Federal Regulations CFR 1303). The U.S. Government defines "lead-based paint" as any "paint, surface coating that contains lead equal to or exceeding one milligram per square centimeter (1.0 mg/cm²) or 0.5% by weight." These definitions are used to enforce regulations that apply to certain activities conducted in housing constructed prior to 1978, such as abatement, or the permanent elimination of a "lead-based paint hazard." Construction activities that involve LBP are addressed OSHA in 29 CFR 1926.62 (Lead in Construction).



2.3 Project Scope

The three buildings are located at 180 and 188 Corban Avenue SW in Concord, North Carolina (Figure 1 in Appendix 1). The buildings are located on a portion of the campus of Barber Scotia College and at the time of our survey were not occupied. A summary of the buildings is presented in Table 1.

BUILDING NO.	BUILDING NAME	YEAR BUILT	NO. OF STORIES	ESTIMATED FLOOR AREA
1	C.E. Boulware Hall	1968	3	6,640 sq. ft./floor
2	Director's Office	1968	1	2,862 sq. ft.
3	Mary McLeod Bethune Hall	1969	4	6,730 sq. ft./floor

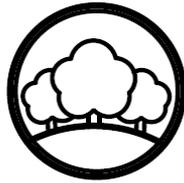
3.0 METHODOLOGY

3.1 Asbestos

For this project, a visual, invasive survey and sampling for suspect asbestos containing materials (ACM) was conducted at the above referenced building. ACES personnel submitted a total of one hundred and twenty-four (124) bulk samples of suspect ACM that may be impacted by the planned renovation project. Samples were collected by a NC Licensed Asbestos Inspector (DeWitt Whitten - #10706) and submitted to a NVLAP Accredited Asbestos Laboratory (EMSL in Charlotte, NC). Samples were analyzed using Polarized Light Microscopy (PLM) by EPA Method 600/R-93/116. Due to some materials consisting of more than one layer, a total of one hundred and fifty-four (154) samples were analyzed by the laboratory. Samples included the following materials: ceiling finish, drywall, spackling (joint compound), lay-in ceiling tile, floor tile and associated mastic, and roofing materials. Please refer to the Sample Location Plans (Figure Nos. 2 - 11) and the Chain of Custody sheet in Appendices 1 and 2, respectively, for the approximate sample locations and the specific materials sampled.

3.2 Lead-based Paint

A North Carolina Lead-based Paint Risk Assessor (Mr. DeWitt Whitten, Risk Assessor #120118) performed a limited lead-based paint (LBP) survey of the interior and exterior painted surfaces at one hundred and fifteen (115) locations in the three structures. Please refer to the Sample Location Plans (Figure Nos. 12 - 19) and the XRF Tables in Appendices 1 and 3, respectively, for the approximate test locations and the specific materials sampled. The testing was conducted using a INNOV-X Portable X-ray Fluorescence (XRF) Analyzer to screen surface coatings that may contain lead. The sampling for lead-based paint was not a comprehensive surface by surface testing of the paint (e.g. a HUD level survey), but consisted of testing representative



painted surfaces for the presence of LBP. Surfaces tested included exterior and interior walls, metal columns and railings, ceilings, door frames, doors, and windows.

4.0 FINDINGS AND RECOMMENDATIONS

4.1 Non-Asbestos Containing Materials - Findings

Ninety-three (93) of the one hundred and fifty-four (154) samples of suspect ACM collected on October 16, 2013 and analyzed by EMSL did not contain asbestos, (i.e. greater than one percent asbestos).

4.2 Asbestos Containing Materials - Findings

Asbestos was detected in sixty-one (61) of the one hundred and fifty-four (154) samples analyzed by EMSL as shown in Table 2.

TABLE 2 - SUMMARY OF IDENTIFIED ACM						
BUILDING NO.	SAMPLE ID	SAMPLE DESCRIPTION	LOCATION	PERCENT ASBESTOS	FRIABLE	APPROX. QUANTITY
1	M-1,2	Roof Mastic	Roof	3	No	80 sq. feet
1	CF-1, 2, 3, 4, 5	Ceiling Finish	1 st Floor	1 - 4	Yes	6,640 sq. ft.
1	FT-3, 4	Floor Tile	2 nd Floor	3	No	6,640 sq. ft.
1	CF-6, 7, 8, 9, 10	Ceiling Finish	2 nd Floor	2 - 3	Yes	6,640 sq. ft.
1	FT-5, 6	Floor Tile	3 rd Floor	2	No	6,640 sq. ft.
1	CF-11, 12, 13, 14, 15	Ceiling Finish	3 rd Floor	2 - 3	Yes	6,640 sq. ft.
2	FT-1, 2	Floor Tile	1 st Floor	2	No	2,750 sq. ft.
2	CF-1, 2, 3, 4, 5	Ceiling Finish	1 st Floor	3 - 4	Yes	2,750 sq. ft.
3	M-1, 2	Roof Mastic	Roof	4	No	90 sq. ft.
3	CF-1, 2, 3, 4, 5, 6, 7	Ceiling Finish	Ground Floor	3 - 4	Yes	6,100 sq. ft.
3	FT-3, 4	Floor Tile & Mastic	1 st Floor	3 - 5	No	6,730 sq. ft.
3	CF-8, 9, 10, 11, 12	Ceiling Finish	1 st Floor	3 - 4	Yes	6,730 sq. ft.
3	FT-5, 6	Floor Tile & Mastic	2 nd Floor	2 - 5	No	6,730 sq. ft.
3	CF-13, 14, 15, 16, 17	Ceiling Finish	2 nd Floor	2 - 4	Yes	6,730 sq. ft.
3	FT-7, 8	Floor Tile & Mastic	3 rd Floor	3 - 4	No	6,730 sq. ft.
3	CF-18, 19, 20, 21, 22	Ceiling Finish	3 rd Floor	4 - 5	Yes	6,730 sq. ft.

4.3 Lead-based Paint Findings

The results of the testing (Appendix 3) revealed that lead-based paint is present on the painted surfaces at the buildings surveyed as shown in Table 3.



BUILDING NO.	XRF TEST NO.	INT./EXT.	SUBSTRATE	FEATURE	COLOR	XRF RDG. 1
1	35	Interior	Metal	Window	White	> 1.0
2	52	Exterior	Metal	Door Frame	White	> 1.0
2	53	Exterior	Metal	Door	White	> 1.0
3	57	Exterior	Metal	Stair Frame	Black	1.04
3	66	Exterior	Metal	Decking	White	2.36

NOTES: 1 – Units are mg/cm²

4.4 Lead Containing Materials - Findings

The results of the testing (Appendix 3) also revealed that lead containing paint is present on the painted surfaces at the buildings surveyed. While these painted materials do not have a sufficient quantity of lead to be classified as lead-based paint (≥ 1 mg/cm²), lead is present and care should be taken to not disturb or damage lead containing materials in a manner that may create a lead dust hazard.

4.5 Recommendations - Asbestos Containing Materials

Based upon the analysis of the suspect asbestos containing materials (ACM), it appears that a asbestos containing materials are present in the buildings. The ACM includes the following materials.

BUILDING NO.	ACM	LOCATION	ESTIMATED QUANTITY
1	Roof Mastic	Roof	80 sq. feet
1	Ceiling Finish	1 st , 2 nd , & 3 rd Floors	19,920 sq. ft.
1	Floor Tile	2 nd & 3 rd Floors	13,280 sq. ft.
2	Ceiling Finish	1 st Floor	2,750 sq. ft.
2	Floor Tile	1 st Floor	2,750 sq. ft.
3	Roof Mastic	Roof	90 sq. feet
3	Ceiling Finish	1 st , 2 nd , & 3 rd Floors	20,190 sq. ft.
3	Floor Tile & Mastic	1 st , 2 nd , & 3 rd Floors	20,190 sq. ft.

The roof mastic, floor tile (9"x9"), and the mastic associated with the floor tile (9"x9") in Building 3 are classified as Category 1 Non-friable ACM in its current condition. For demolition



purposes, it is recommended that the floor tile (9"x9") in Buildings #1 and #3 and the mastic associated with the floor tile (9"x9") in Building 3 be considered a Regulated Asbestos Containing Material (RACM) and be removed prior to demolition of the buildings. In addition, the ceiling finish is considered friable and is also a RACM and must be abated prior to demolition. Disposal of the removed ACM should be in accordance with applicable local, state, and federal regulations/guidelines by accredited personnel. Based upon the estimated quantity of ACM, an asbestos abatement design plan and permitting of the abatement and demolition is required by applicable federal and state regulations prior to the abatement of the RACM.

4.6 Recommendations – Lead-based Paint and Lead Containing Materials

Lead-based paint (LBP), i.e. paint that contains lead equal to or exceeding one milligram per square centimeter (1.0 mg/cm^2), was identified in the buildings including: interior windows of Building #1, exterior doors and door frames in Building #2, and decking in Building #3. In addition, lead was identified on other painted surfaces but the concentration did not meet the definition of LBP. Building components with LBP must be properly encapsulated, removed and disposed of properly in accordance with the appropriate local, state, and federal regulations by qualified personnel. If the LBP will be impacted as a result of the proposed demolition and the LBP must be abated, the abatement should be performed by accredited personnel in accordance with the appropriate local, state, and federal regulations. If the LBP is abated by wet scraping, use of removal agents, or other approved removal methods, the generated waste materials must be analyzed and disposed of in accordance with appropriate local, state, and federal regulations. Building components with LBP that can be removed as a unit without the disturbance of the LBP must be disposed of at a properly permitted construction and demolition (C&D) landfill or in a municipal solid waste landfill. For painted surfaces where LBP was not present but lead was present and would be impacted by the renovation activities, the necessary protection for the potential exposure to lead that may be present should be addressed as outlined in applicable Occupational Safety and Health Administration (OSHA) regulatory standards. All waste materials from the demolition should be collected and disposed of in accordance with applicable state and federal regulations,

5.0 LIMITATIONS

This report has been prepared for the exclusive use of The City of Concord and their agents for specific application to the three buildings located at 180 and 188 Corban Avenue SW in Concord, North Carolina. This report has been prepared in accordance with generally accepted environmental practices. No other warranty, expressed or implied, is made. Our observations are based upon conditions readily visible at the time of our site visit. We have not verified the completeness or accuracy of the information provided by others.

EXHIBIT H



During the site visit, accessible areas were visually surveyed for the presence of suspect asbestos containing materials (ACM). Inaccessible areas, such as above ceilings or behind walls may have not been surveyed; therefore, all ACM may not have been identified. Areas inspected were those designated by the scope of services. As with any similar survey of this nature, actual conditions exist only at the precise locations from which bulk samples were collected. Certain inferences are based on the results of this sampling and related testing to form a professional opinion of conditions in areas beyond those from which the samples were collected. No other warranty, expressed or implied, is made.

Under the scope of services, ACES assumes no responsibility regarding response actions (e.g. O&M Plan, encapsulation, abatement, removal, worker notification, etc.) initiated as a result of these findings. ACES assumes no liability for the duties and responsibilities of the Building Owner with respect to compliance with these regulations. Compliance with regulations and response actions are the sole responsibility of the Building Owner and should be conducted in accordance with local, state and/or federal requirements, and should be performed by appropriately qualified and licensed personnel, as warranted.

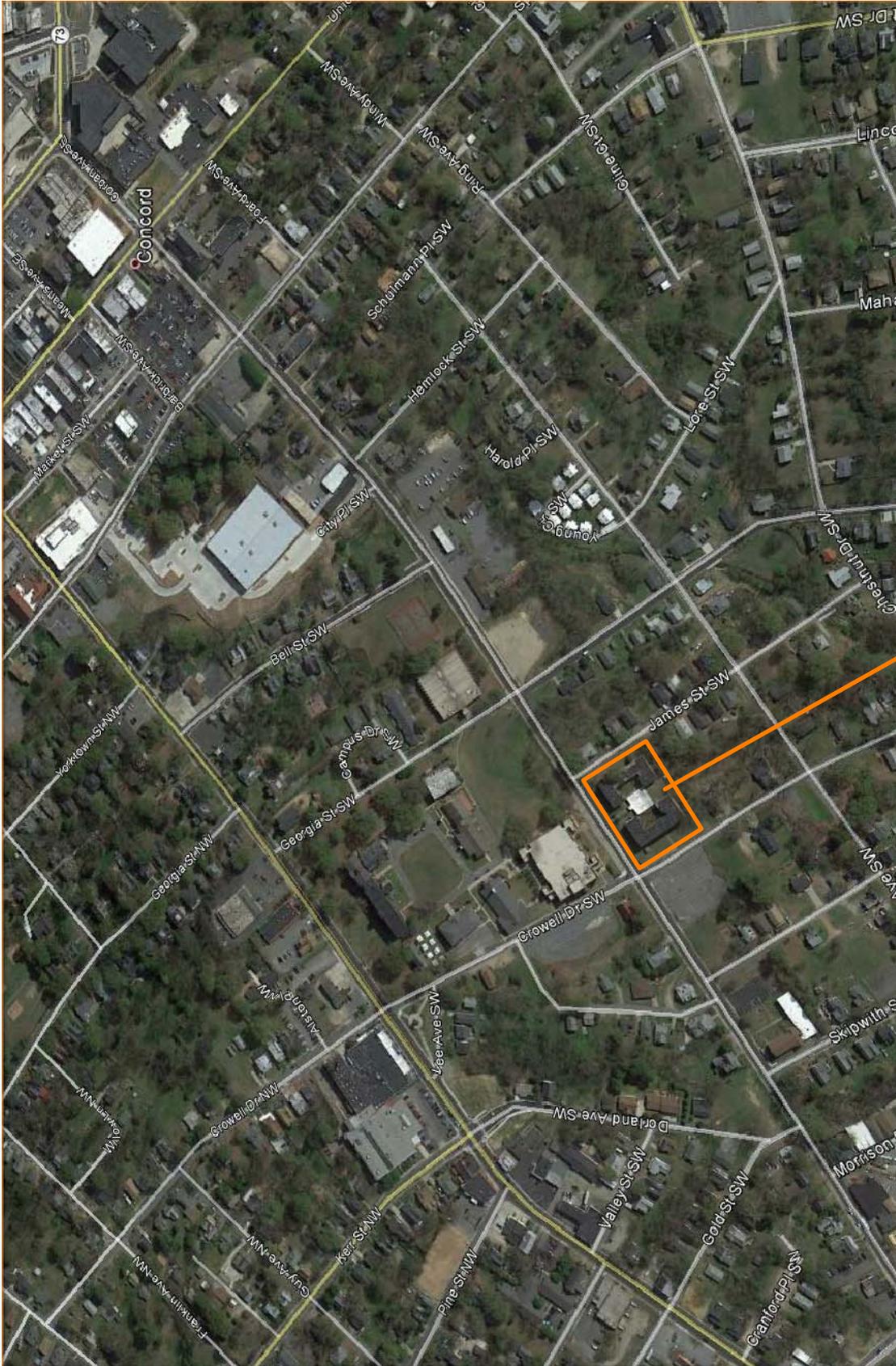
ACES, by virtue of providing the services described in this report, does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for reporting to any local, state, or federal public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. It is the client's responsibility to notify the appropriate local, state, or federal public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to public health, safety, or the environment.

EXHIBIT H



APPENDIX 1

FIGURES



180 & 188 CORBAN AVENUE SW

FIGURE

1

**ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA**

**ALLIED CONSULTING &
ENVIRONMENTAL SERVICES**
SHELBY, NORTH CAROLINA
P.O. BOX 2426 (28151-2426) 704-600-6255
409 E. MARION ST. (28150) FAX 704-482-5596

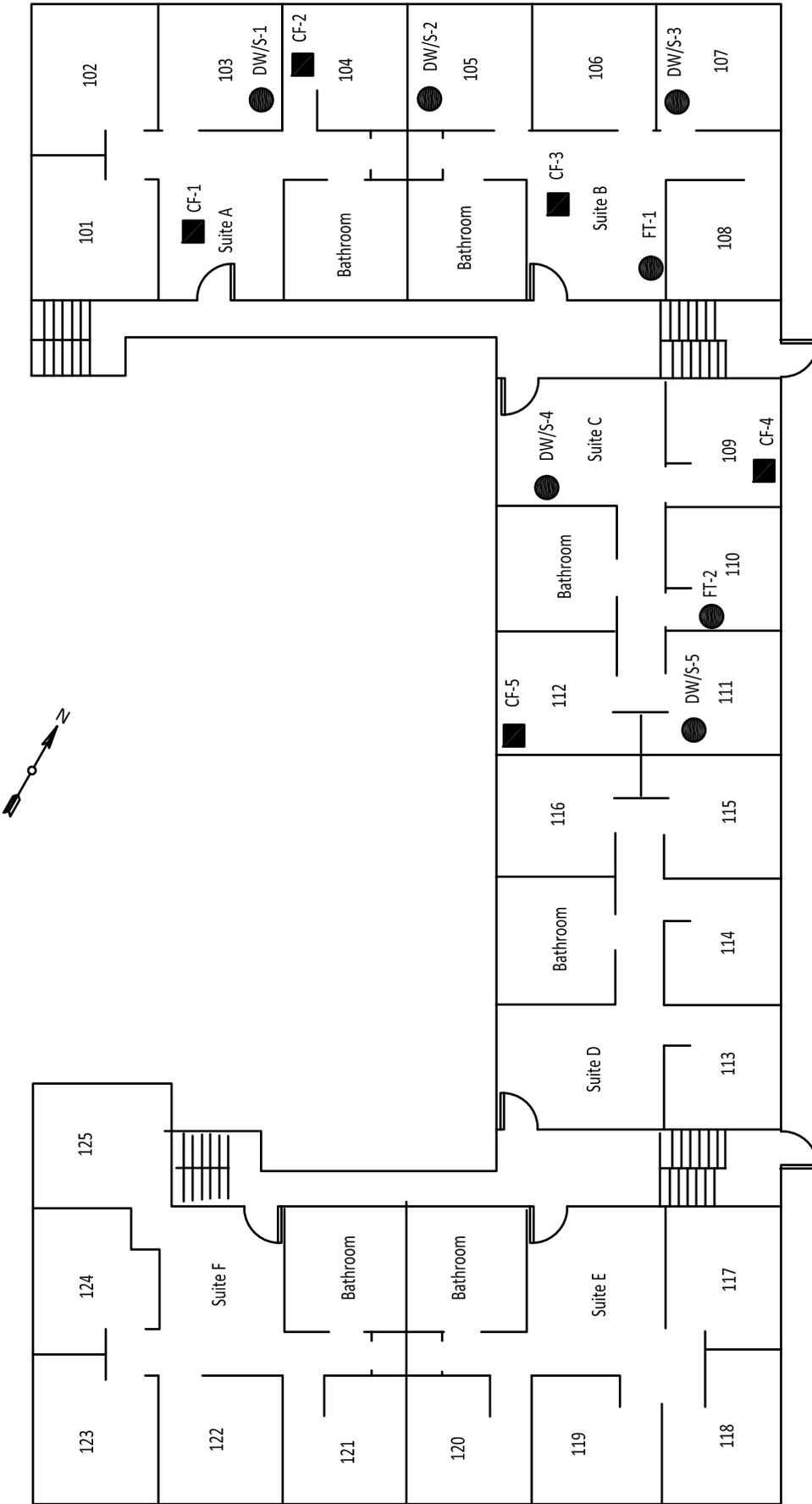


PROJ. NUM.: 2013 - 10 - 083

DATE: October 23, 2013

SITE

LOCATION PLAN



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO ASBESTOS DETECTED or LESS THAN 1% ASBESTOS
- APPROXIMATE SAMPLE LOCATION - ASBESTOS DETECTED

BUILDING #1 - FIRST FLOOR

PROJ. NUM.: 2013 - 10 - 083
 DATE: October 23, 2013

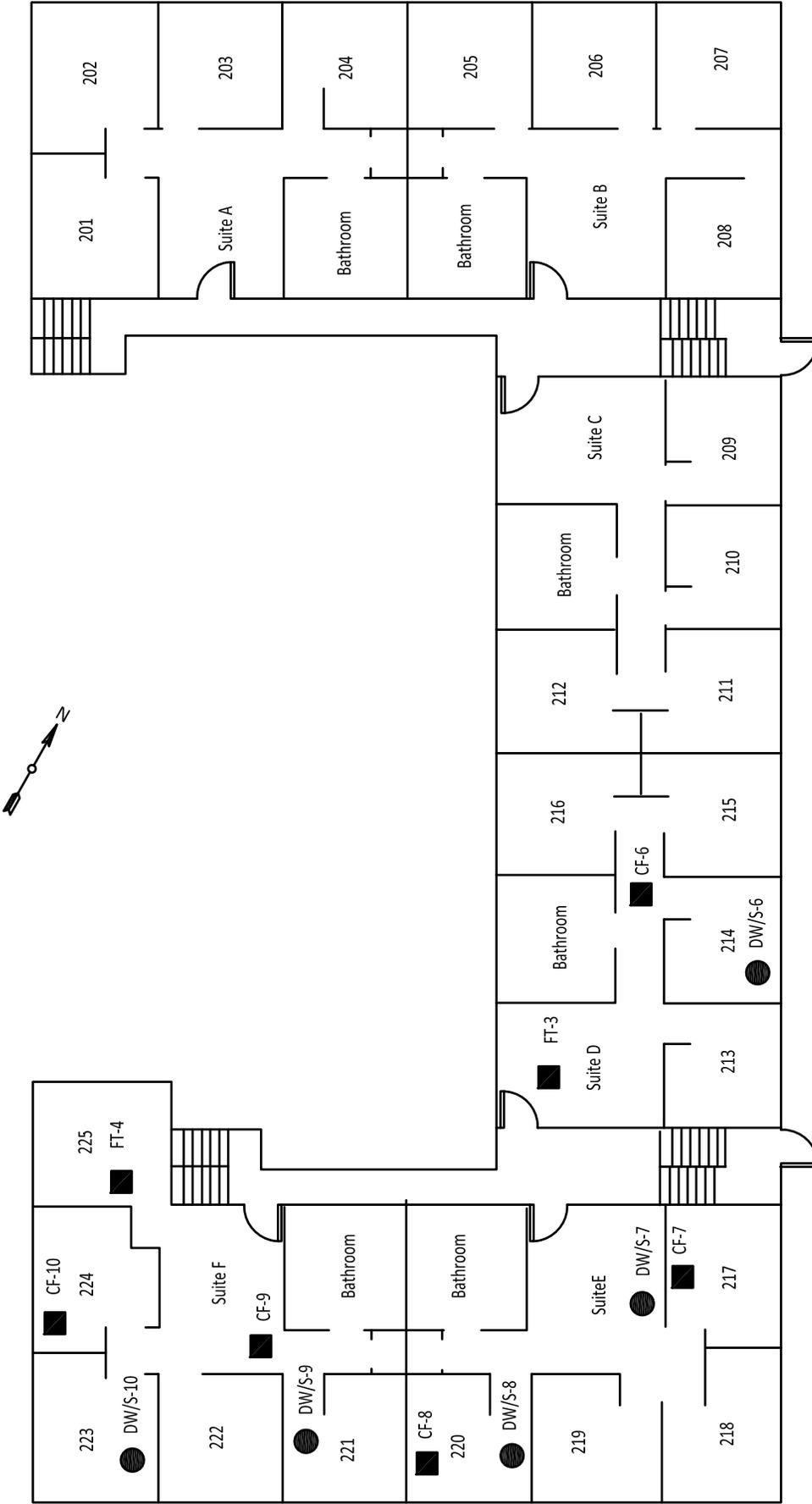
SAMPLE LOCATION PLAN

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ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA

FIGURE **2**



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO ASBESTOS DETECTED
- APPROXIMATE SAMPLE LOCATION - ASBESTOS DETECTED

BUILDING #1 - SECOND FLOOR

PROJ. NUM.: 2013 - 10 - 083
 DATE: October 23, 2013

SAMPLE LOCATION PLAN

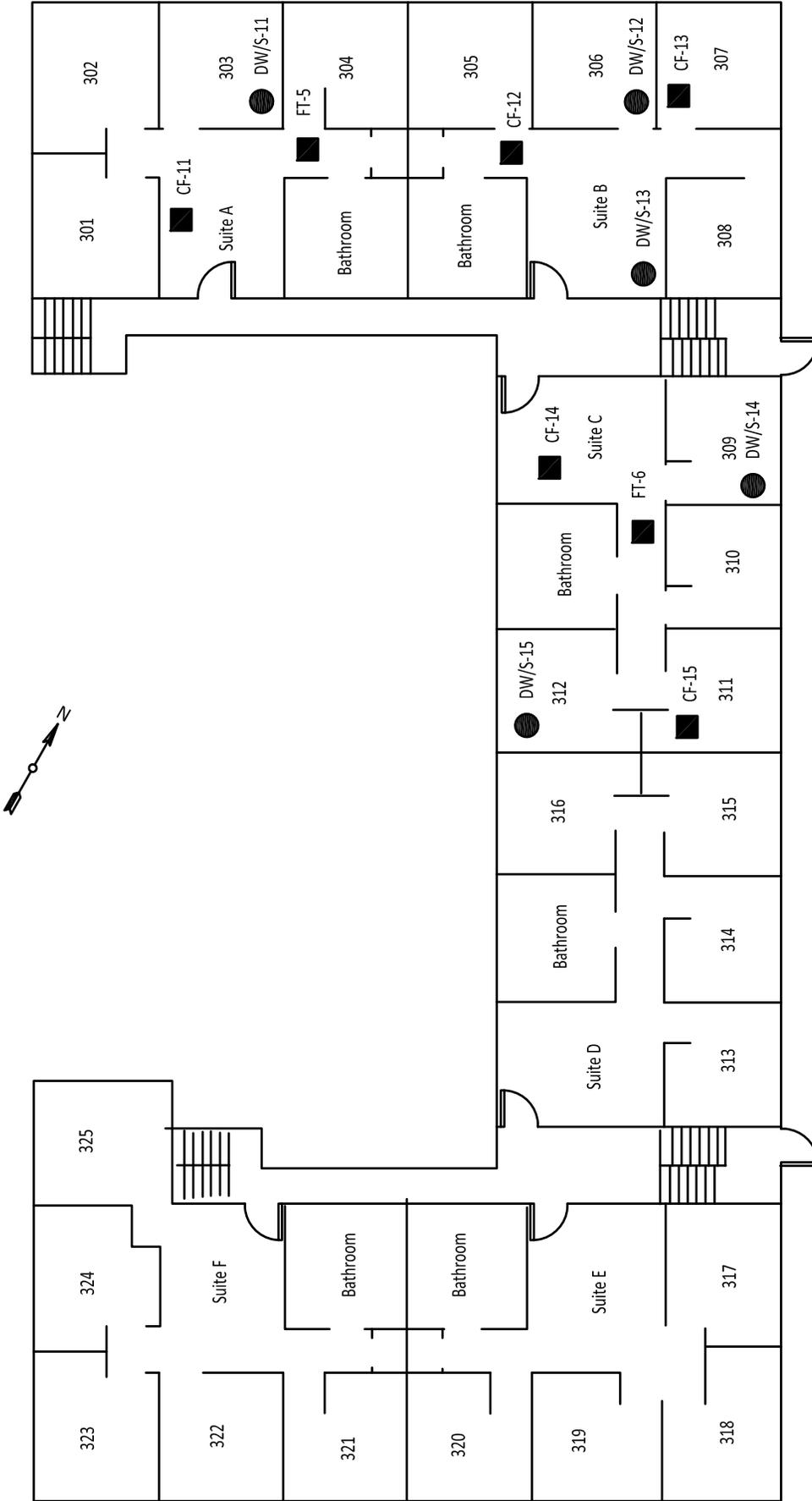


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FIGURE

3

ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO ASBESTOS DETECTED
- APPROXIMATE SAMPLE LOCATION - ASBESTOS DETECTED

BUILDING #1 - THIRD FLOOR

PROJ. NUM.: 2013 - 10 - 083
 DATE: October 23, 2013

**SAMPLE
 LOCATION PLAN**

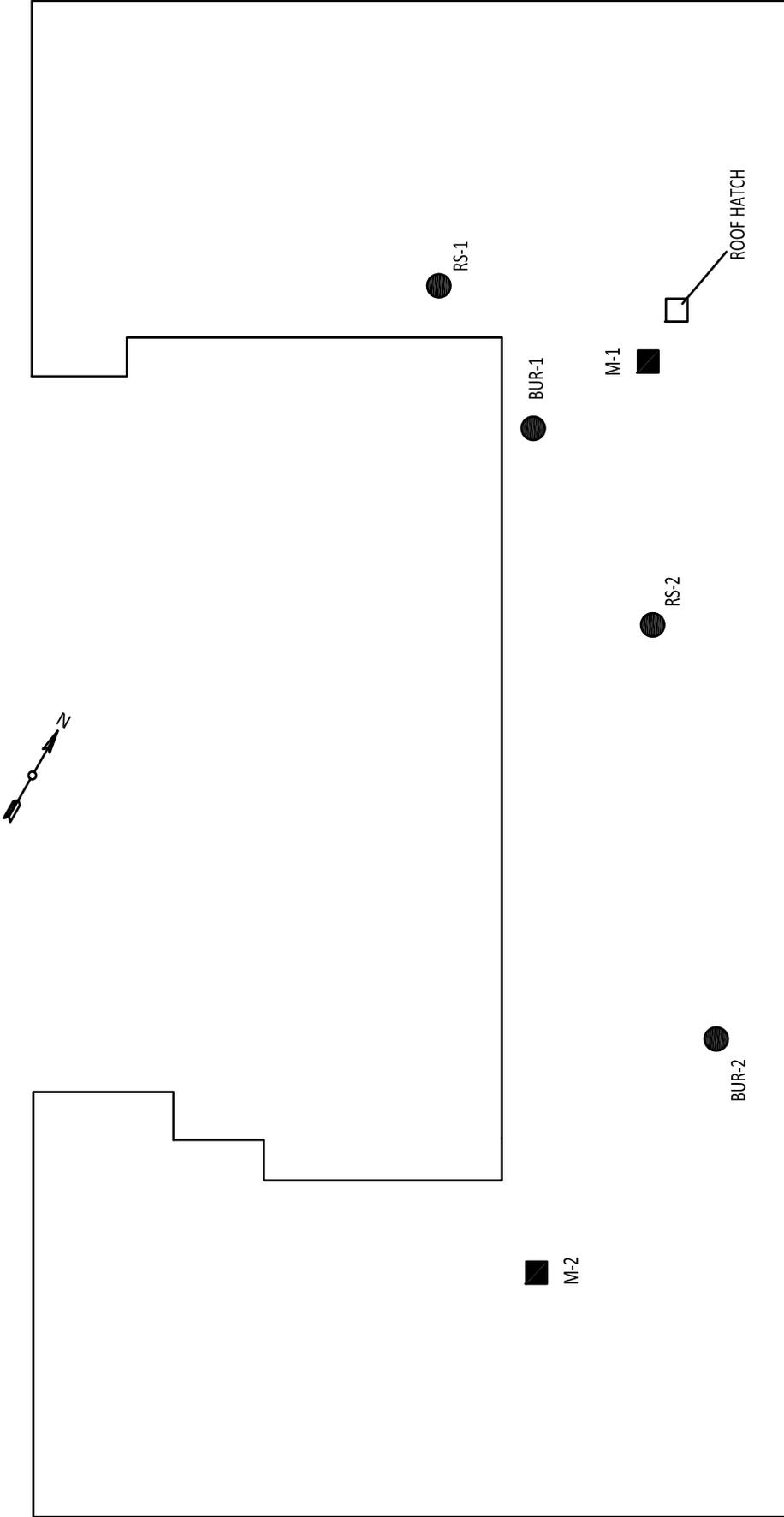
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FIGURE

4

**ASBESTOS & LEAD PAINT SURVEYS
 180 & 188 CORBAN AVENUE SW
 CONCORD, NORTH CAROLINA**



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO ASBESTOS DETECTED
- APPROXIMATE SAMPLE LOCATION - ASBESTOS DETECTED

BUILDING #1 - ROOF

PROJ. NUM.: 2013 - 10 - 083
DATE: October 23, 2013

SAMPLE LOCATION PLAN

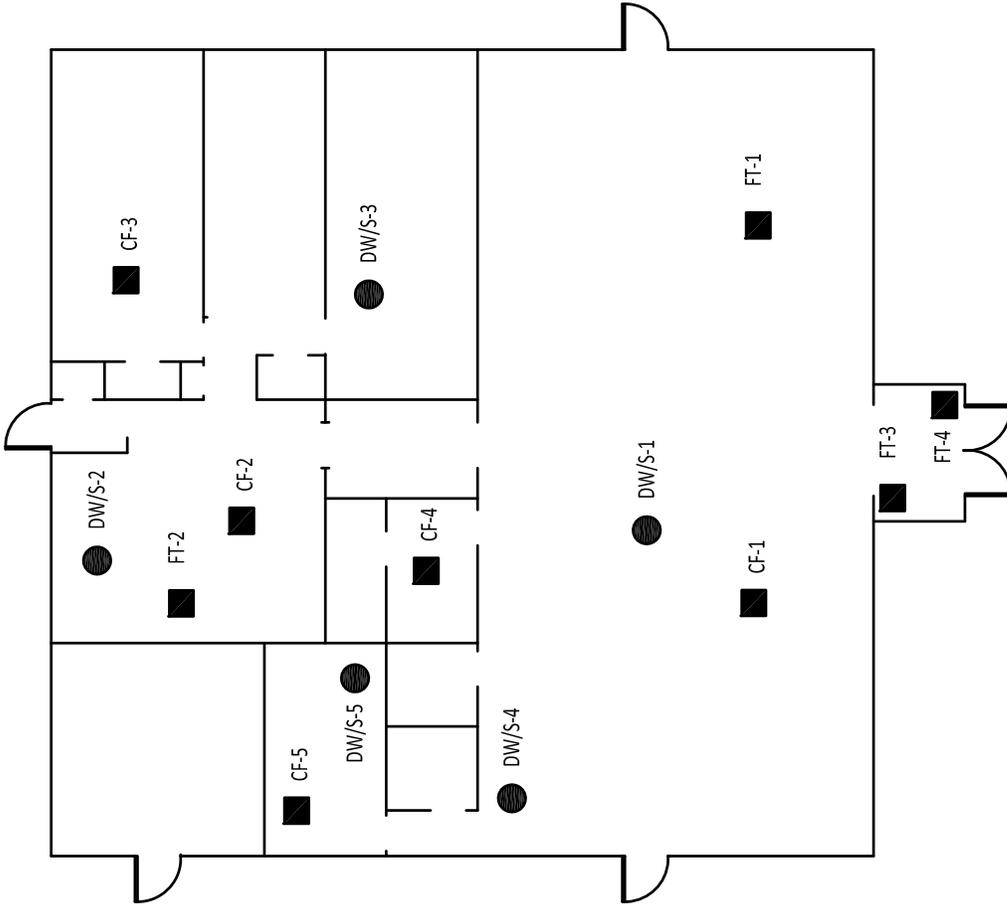


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ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA

FIGURE

5



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO ASBESTOS DETECTED
- APPROXIMATE SAMPLE LOCATION - ASBESTOS DETECTED

BUILDING #2 - DIRECTOR'S OFFICE

PROJ. NUM.: 2013 - 10 - 083
DATE: October 23, 2013

**SAMPLE
LOCATION PLAN**

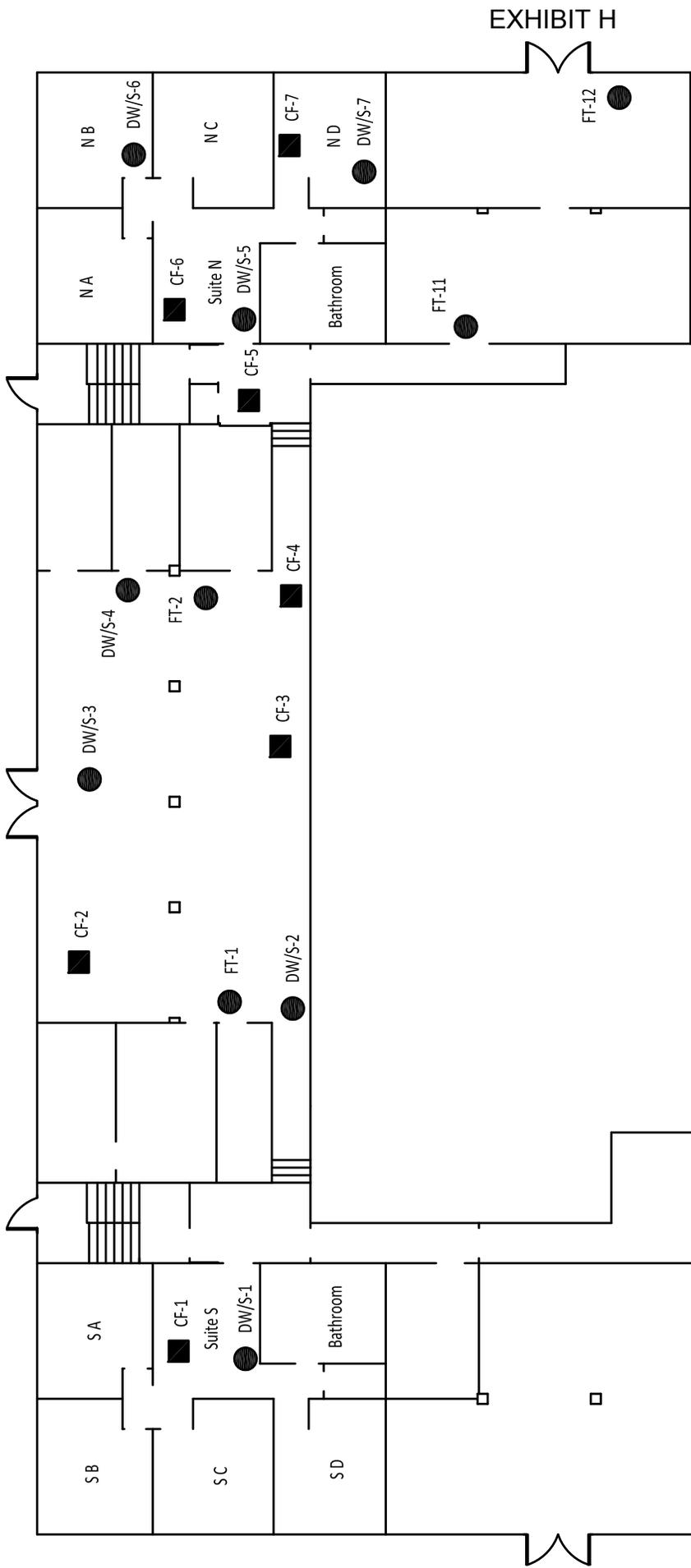


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**ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA**

FIGURE

6



H - 19

LEGEND

- APPROXIMATE SAMPLE LOCATION - NO ASBESTOS DETECTED
- APPROXIMATE SAMPLE LOCATION - ASBESTOS DETECTED

BUILDING #3 - GROUND FLOOR

PROJ. NUM.: 2013 - 10 - 083
DATE: October 23, 2013

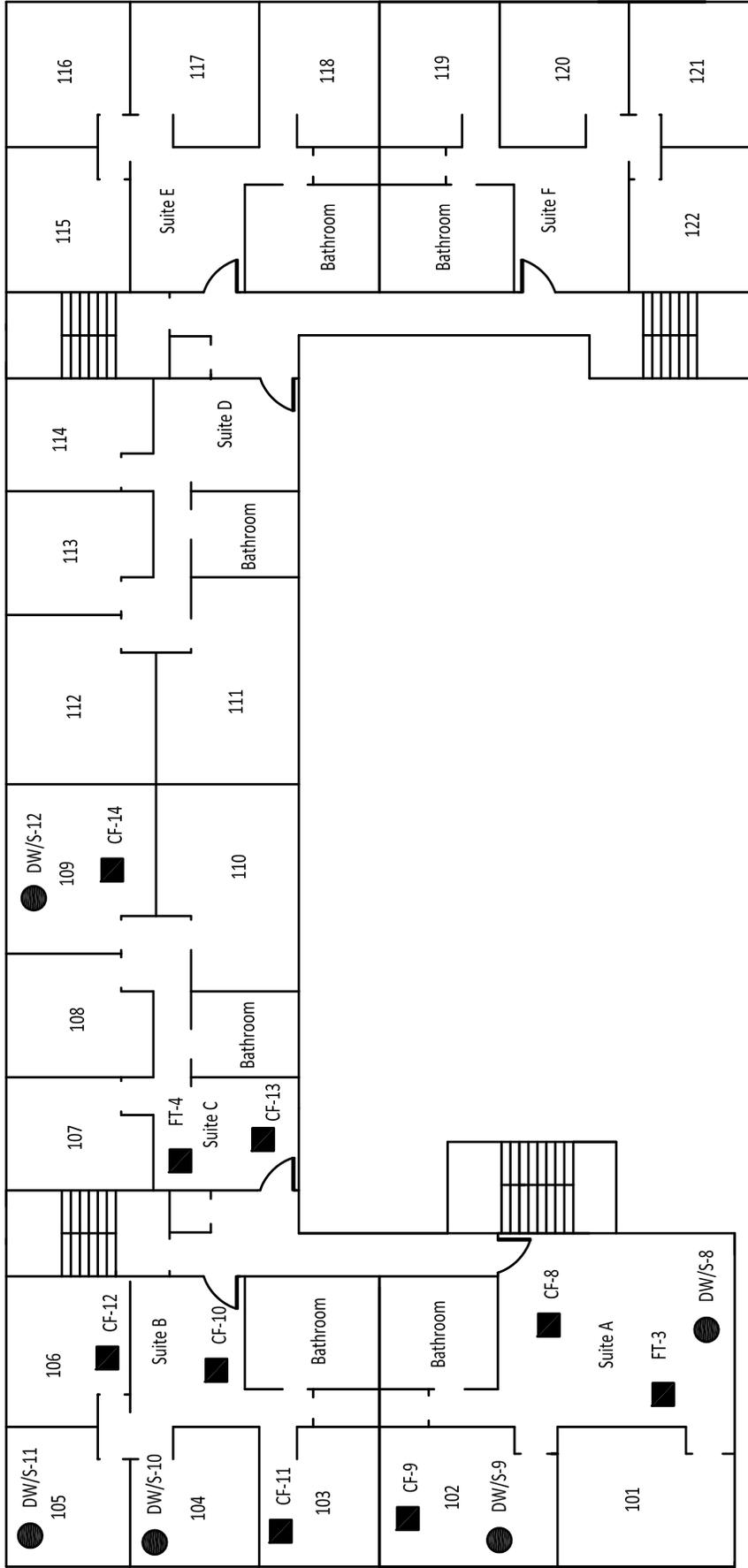
SAMPLE LOCATION PLAN

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ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA

FIGURE **7**



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO ASBESTOS DETECTED
- APPROXIMATE SAMPLE LOCATION - ASBESTOS DETECTED

BUILDING #3 - FIRST FLOOR

PROJ. NUM.: 2013 - 10 - 083
DATE: October 23, 2013

SAMPLE LOCATION PLAN

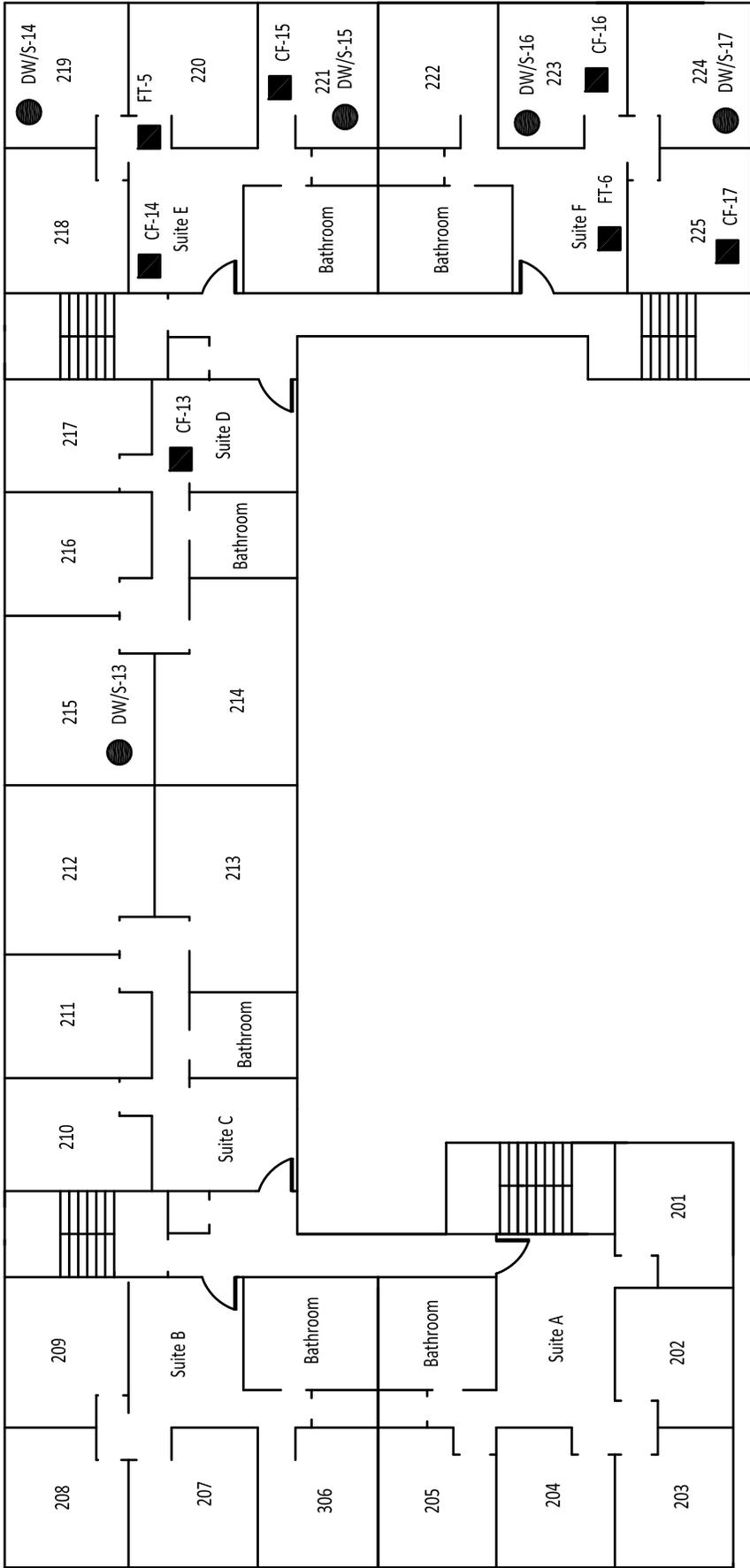
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FIGURE

8

ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO ASBESTOS DETECTED
- APPROXIMATE SAMPLE LOCATION - ASBESTOS DETECTED

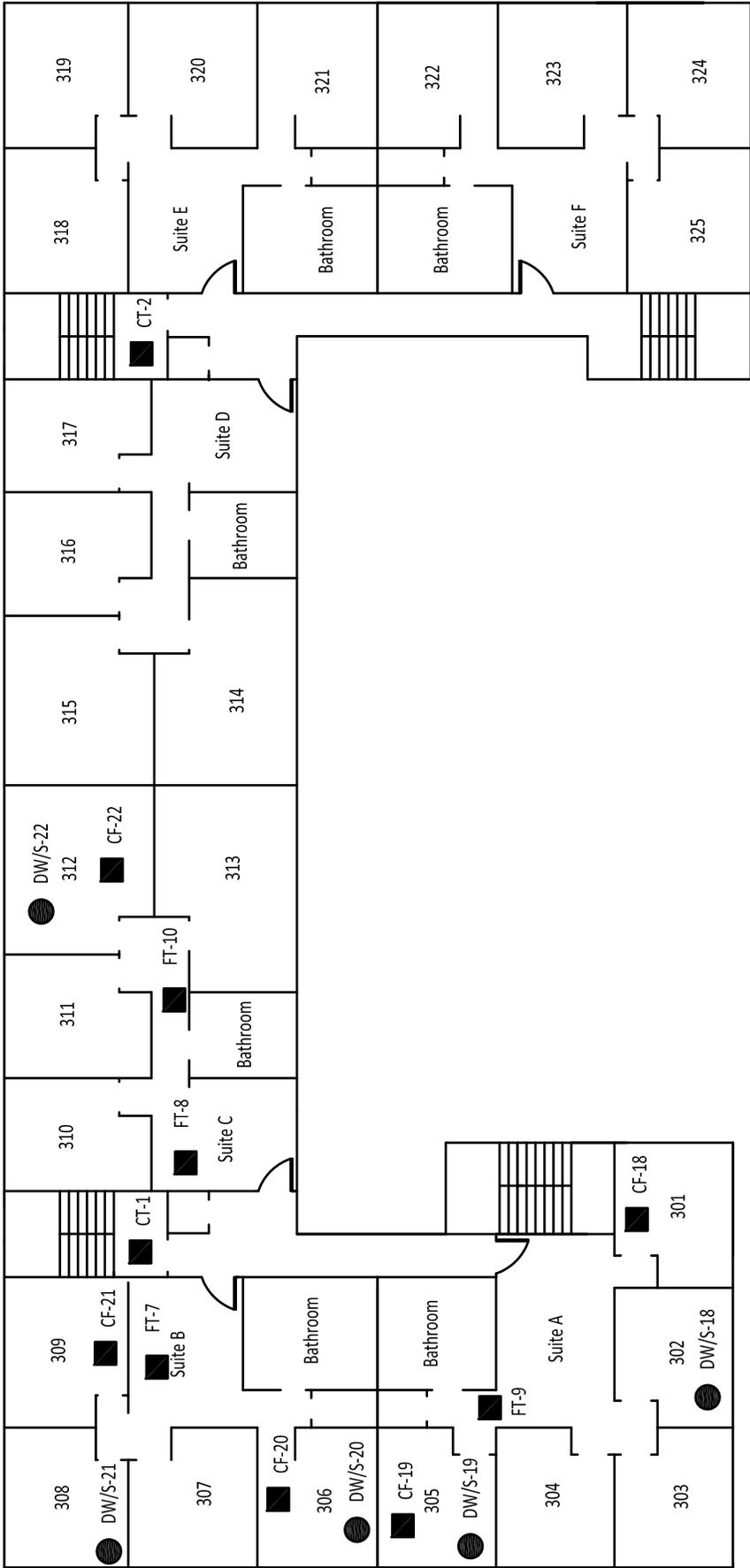
BUILDING #3 - SECOND FLOOR

PROJ. NUM.: 2013 - 10 - 083
DATE: October 23, 2013
SAMPLE LOCATION PLAN

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ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA

FIGURE **9**



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO ASBESTOS DETECTED
- APPROXIMATE SAMPLE LOCATION - ASBESTOS DETECTED

BUILDING #3 - THIRD FLOOR

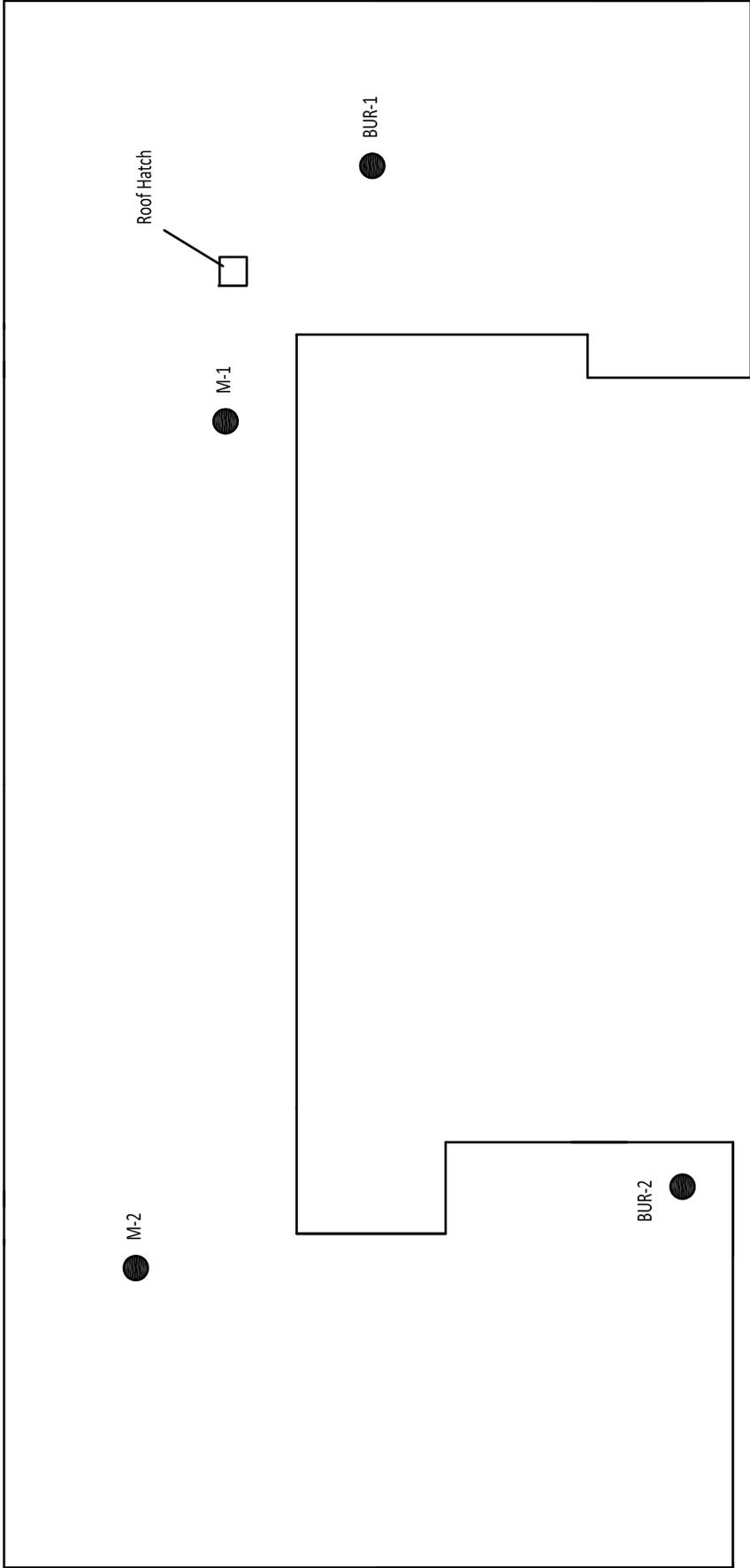
PROJ. NUM.: 2013 - 10 - 083
 DATE: October 23, 2013

SAMPLE LOCATION PLAN



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ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA



LEGEND

● APPROXIMATE SAMPLE LOCATION - NO ASBESTOS DETECTED

■ APPROXIMATE SAMPLE LOCATION - ASBESTOS DETECTED

BUILDING #3 - ROOF

PROJ. NUM.: 2013 - 10 - 083
DATE: October 23, 2013

**SAMPLE
LOCATION PLAN**



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**ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA**

FIGURE

11

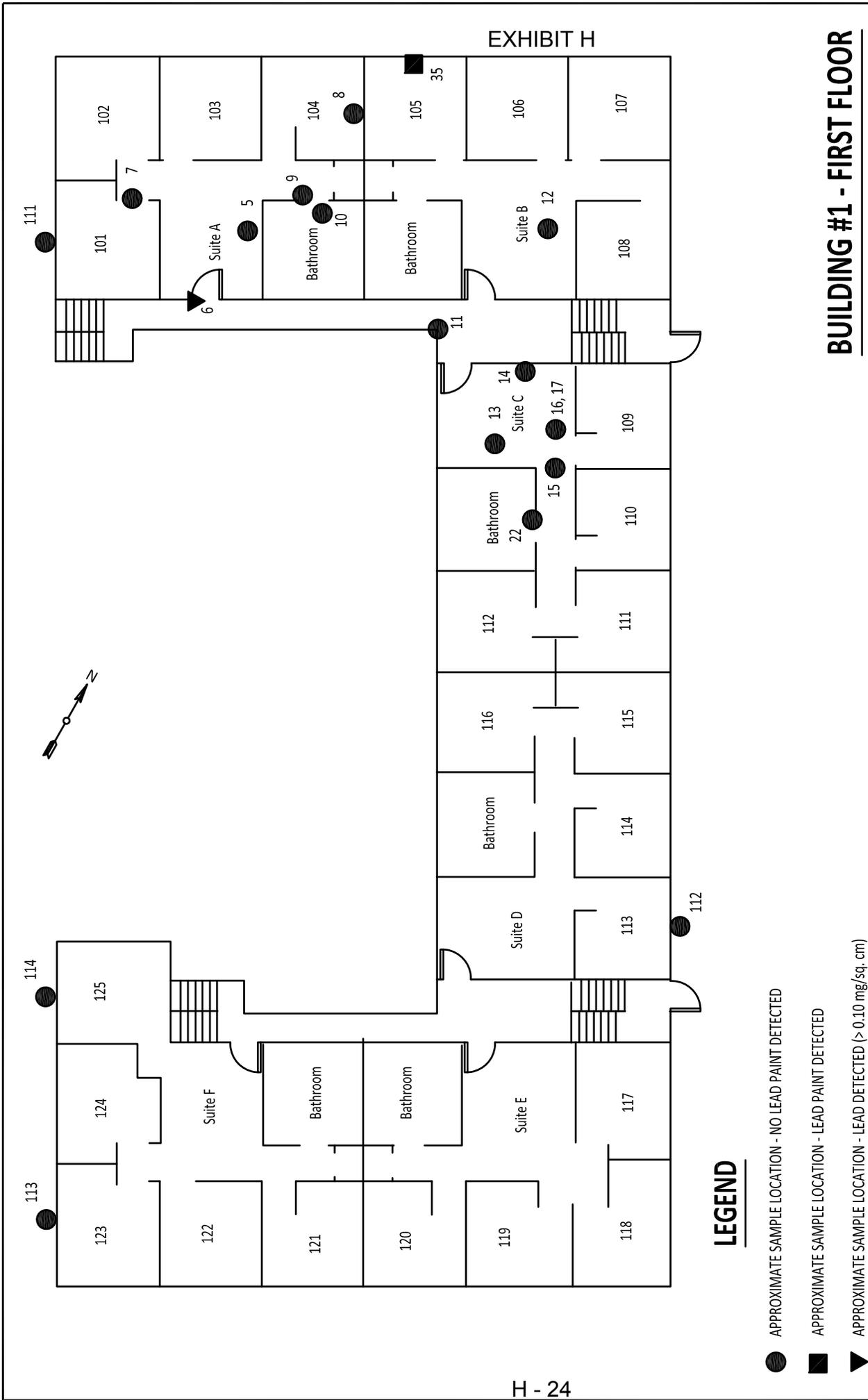


EXHIBIT H

BUILDING #1 - FIRST FLOOR

FIGURE

12

**ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA**

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P.O. BOX 2426 (28151-2426) 704-600-6255
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PROJ. NUM.: 2013 - 10 - 083
DATE: October 23, 2013

SAMPLE LOCATION PLAN

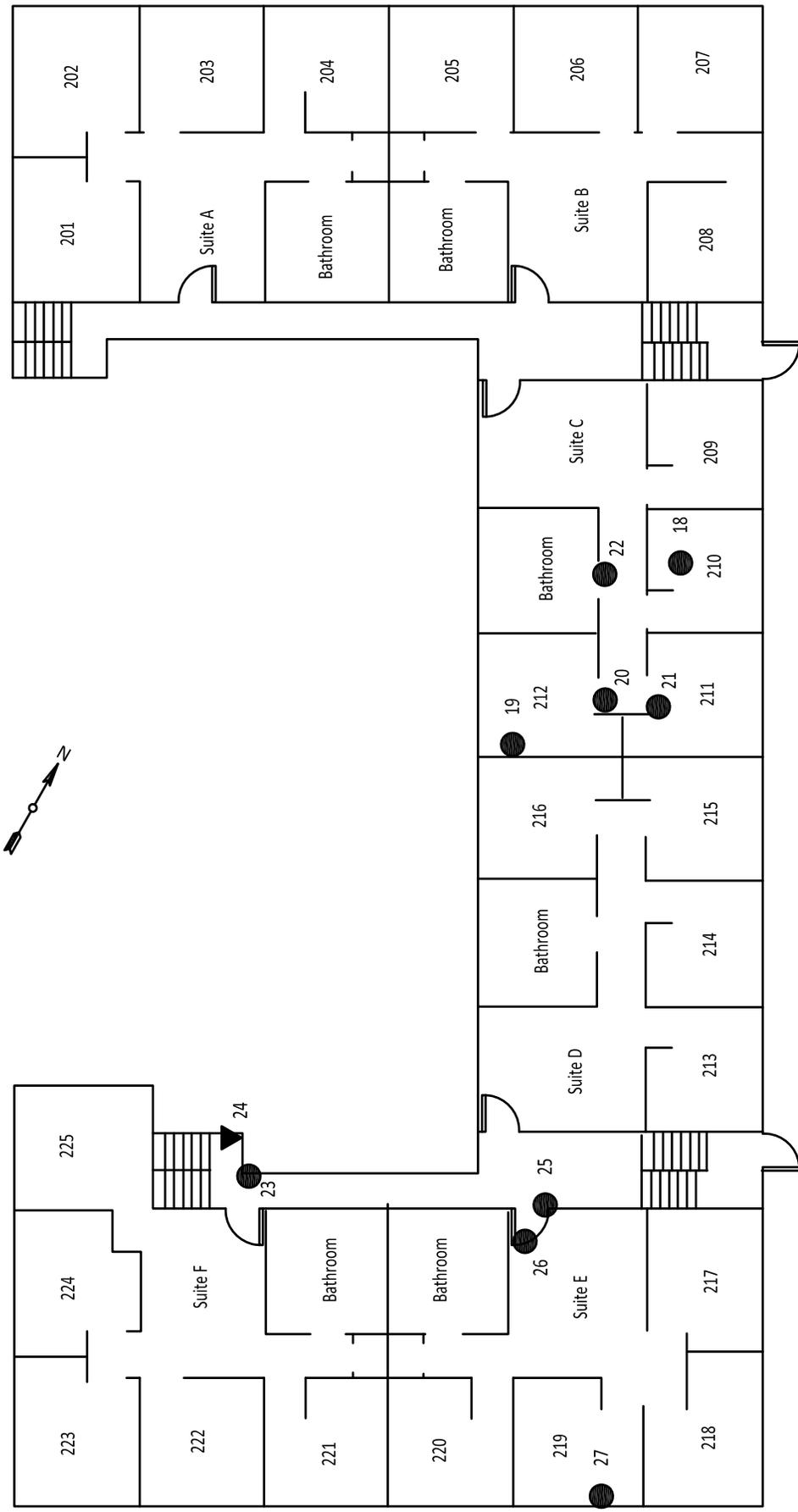


EXHIBIT H

H - 25

LEGEND

- APPROXIMATE SAMPLE LOCATION - NO LEAD PAINT DETECTED
- APPROXIMATE SAMPLE LOCATION - LEAD PAINT DETECTED
- ▼ APPROXIMATE SAMPLE LOCATION - LEAD DETECTED (> 0.10 mg/sq. cm)

BUILDING #1 - SECOND FLOOR

PROJ. NUM.: 2013 - 10 - 083
DATE: October 23, 2013

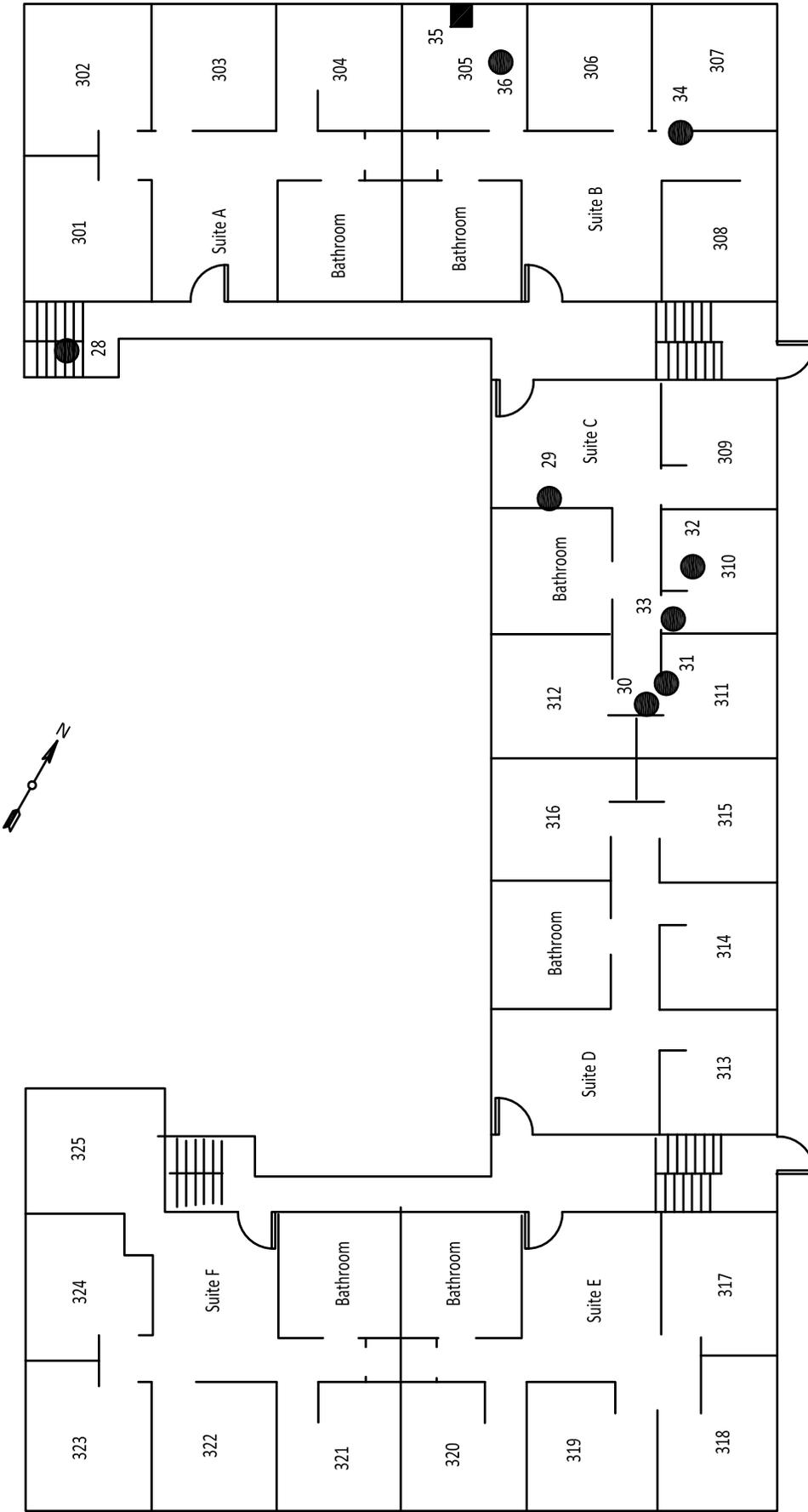
SAMPLE LOCATION PLAN

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ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA

FIGURE **13**



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO LEAD PAINT DETECTED
- APPROXIMATE SAMPLE LOCATION - LEAD PAINT DETECTED
- ▼ APPROXIMATE SAMPLE LOCATION - LEAD DETECTED (> 0.10 mg/sq. cm)

BUILDING #1 - THIRD FLOOR

PROJ. NUM.: 2013 - 10 - 083

DATE: October 23, 2013

**SAMPLE
LOCATION PLAN**

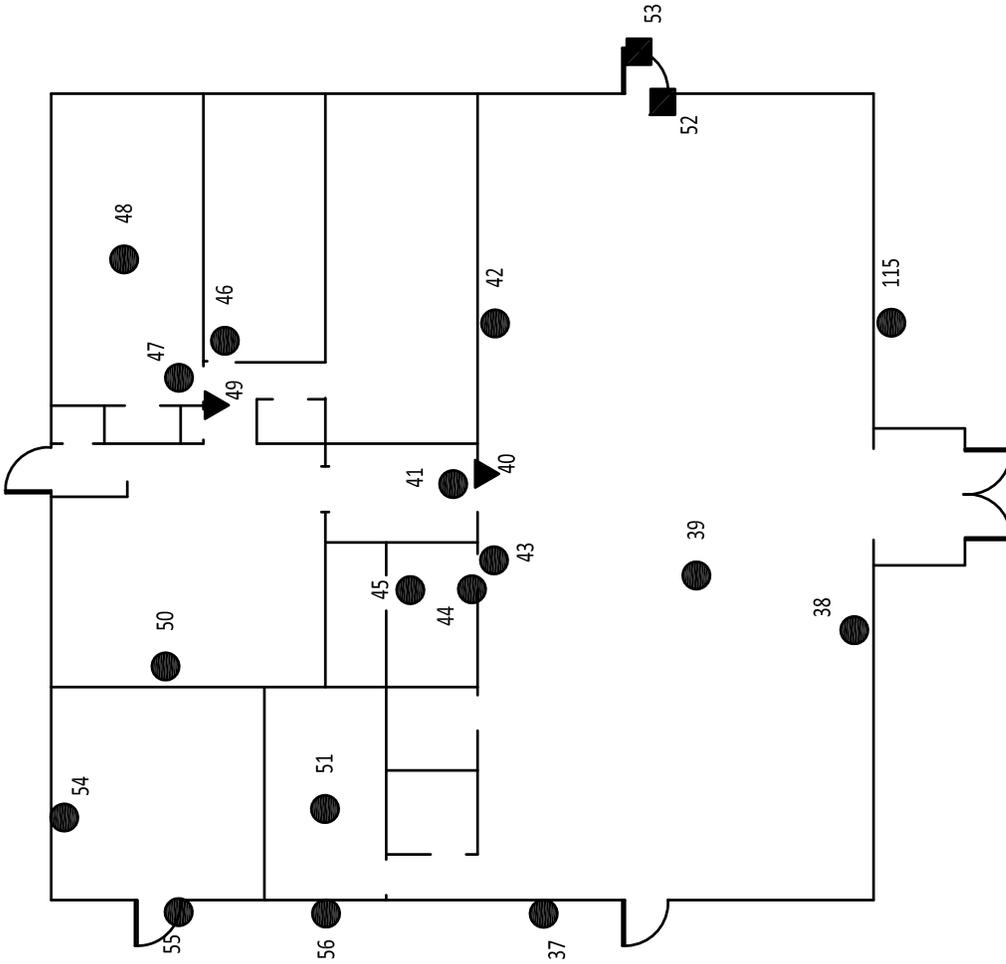
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FIGURE

14

**ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA**



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO LEAD PAINT DETECTED
- APPROXIMATE SAMPLE LOCATION - LEAD PAINT DETECTED
- ▼ APPROXIMATE SAMPLE LOCATION - LEAD DETECTED (> 0.10 mg/sq. cm)

BUILDING #2 - DIRECTOR'S OFFICE

PROJ. NUM.: 2013 - 10 - 083
DATE: October 23, 2013

SAMPLE LOCATION PLAN

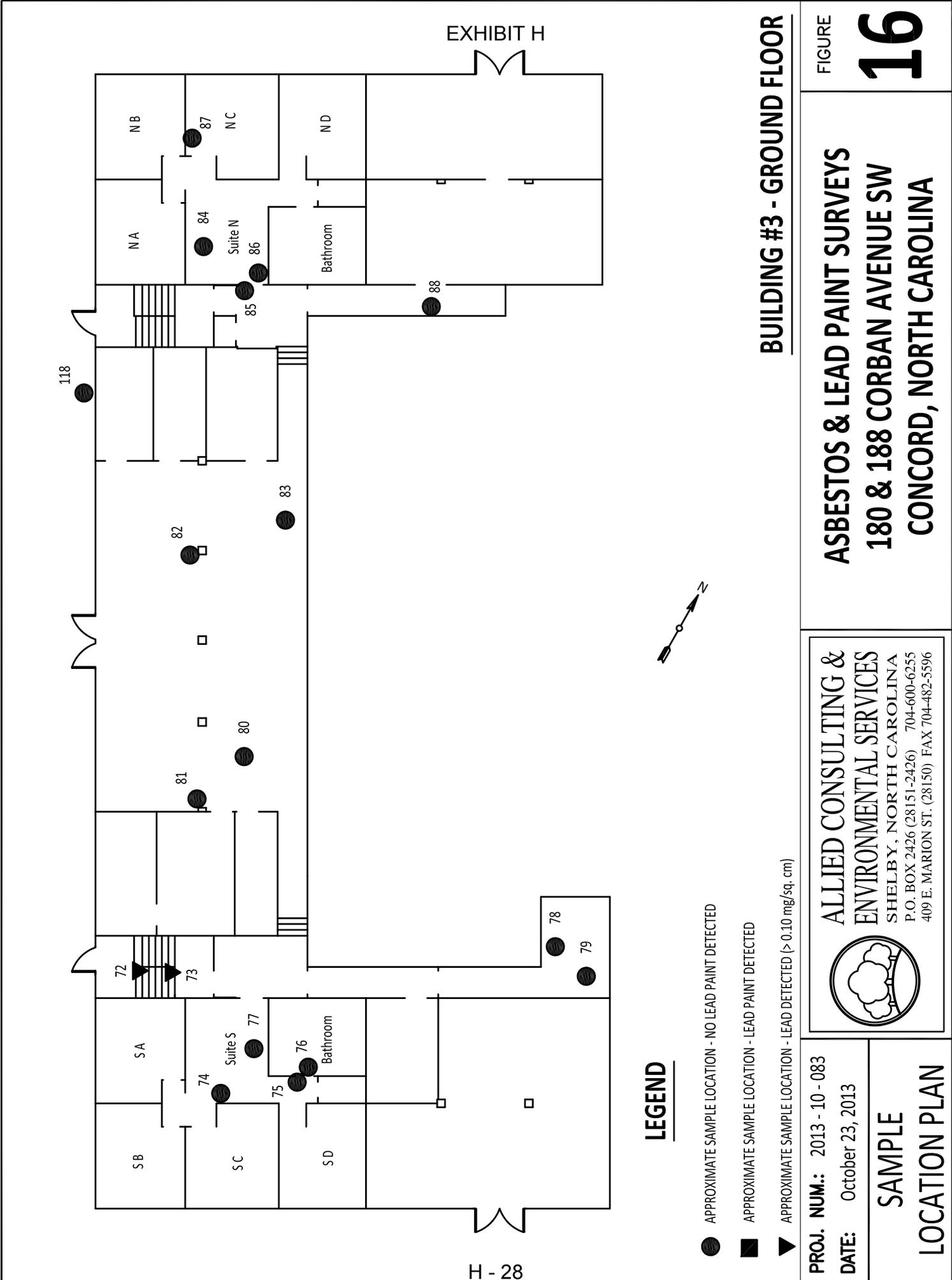
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FIGURE

15

ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA



BUILDING #3 - GROUND FLOOR

FIGURE **16**

ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA

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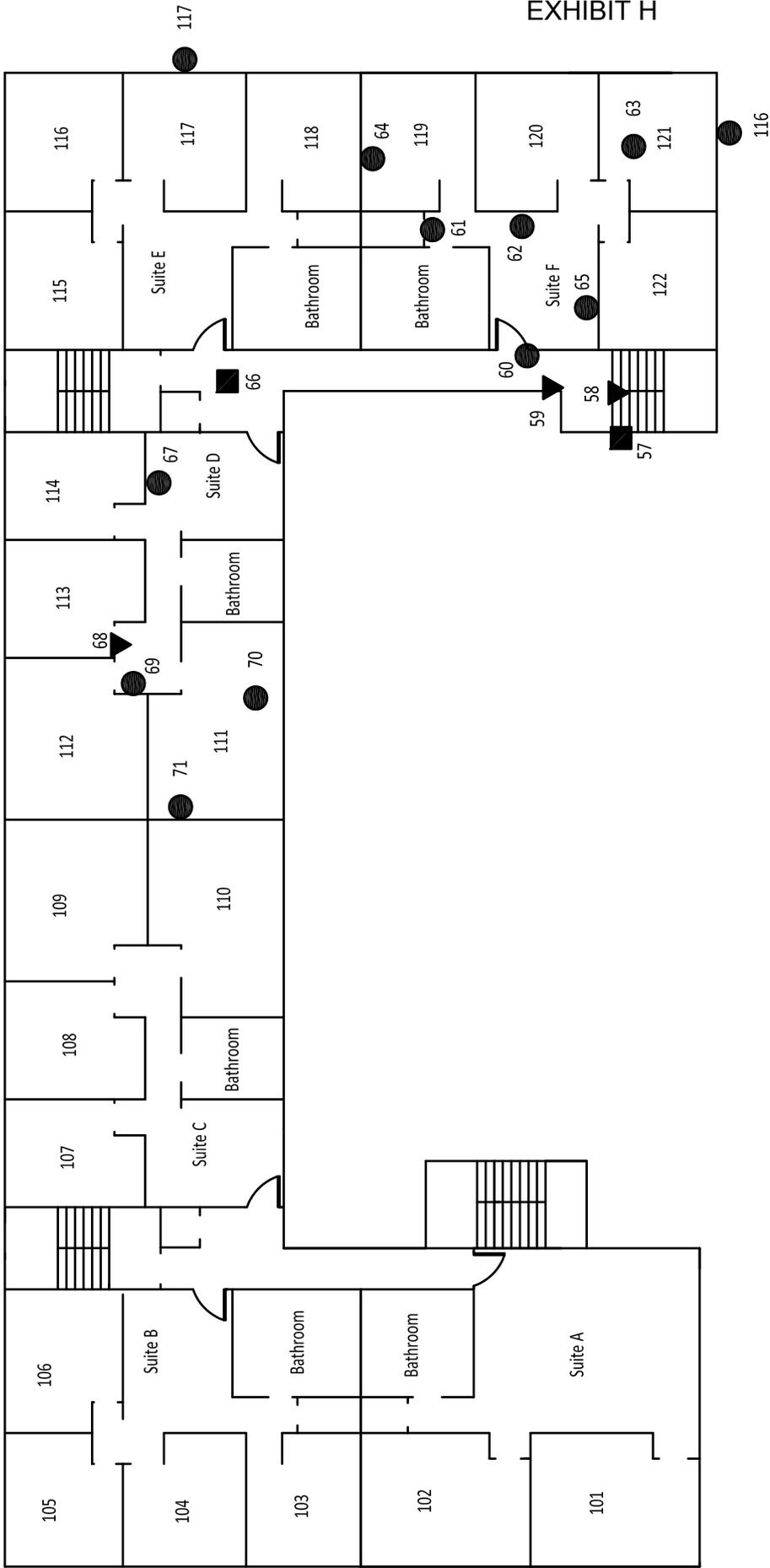


LEGEND

- APPROXIMATE SAMPLE LOCATION - NO LEAD PAINT DETECTED
- APPROXIMATE SAMPLE LOCATION - LEAD PAINT DETECTED
- ▼ APPROXIMATE SAMPLE LOCATION - LEAD DETECTED (> 0.10 mg/sq. cm)

PROJ. NUM.: 2013 - 10 - 083
DATE: October 23, 2013

SAMPLE LOCATION PLAN



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO LEAD PAINT DETECTED
- APPROXIMATE SAMPLE LOCATION - LEAD PAINT DETECTED
- ▼ APPROXIMATE SAMPLE LOCATION - LEAD DETECTED (> 0.10 mg/sq. cm)



BUILDING #3 - FIRST FLOOR

PROJ. NUM.: 2013 - 10 - 083

DATE: October 23, 2013

**SAMPLE
LOCATION PLAN**

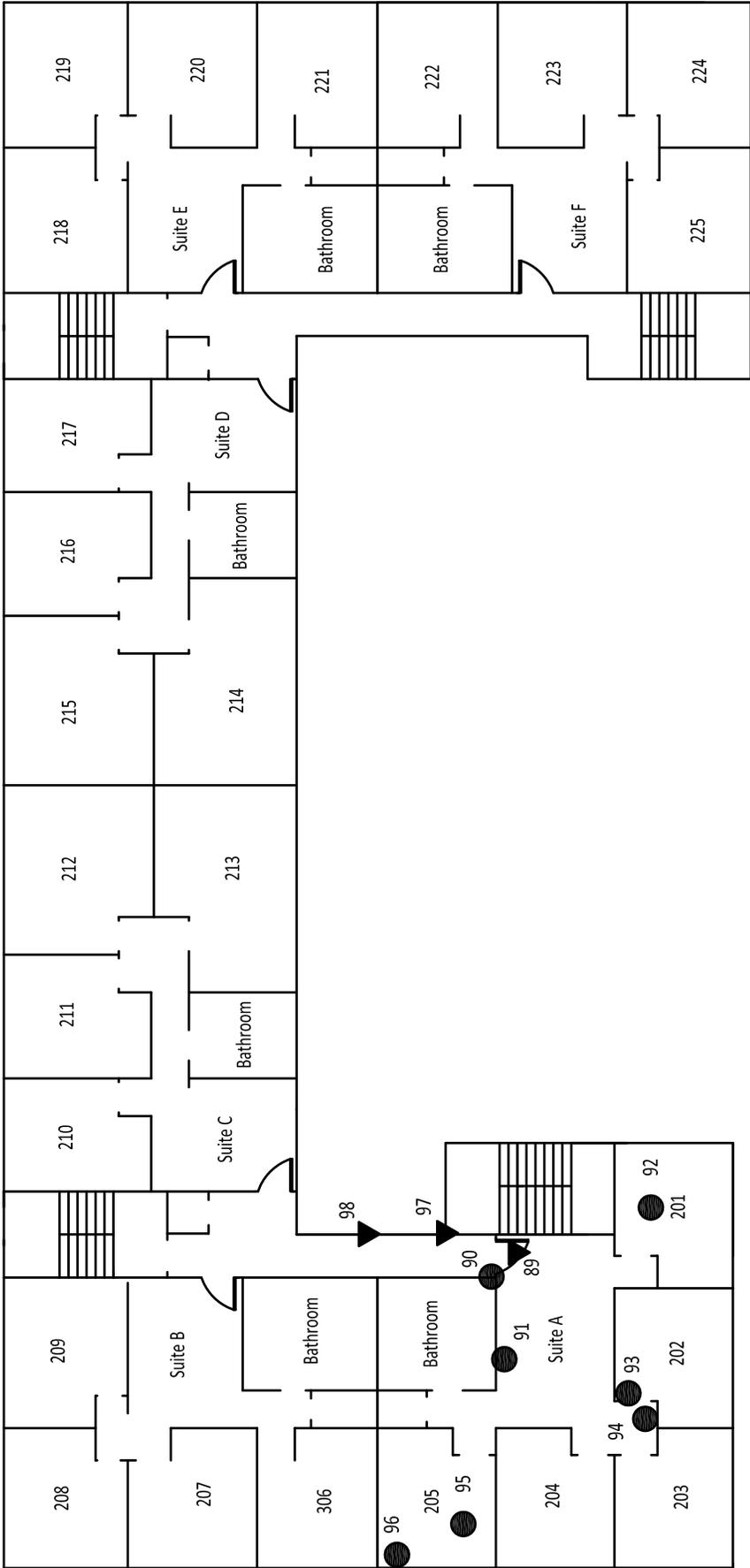
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FIGURE

17

**ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA**



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO LEAD PAINT DETECTED
- APPROXIMATE SAMPLE LOCATION - LEAD PAINT DETECTED
- ▼ APPROXIMATE SAMPLE LOCATION - LEAD DETECTED (> 0.10 mg/sq. cm)

PROJ. NUM.: 2013 - 10 - 083

DATE: October 23, 2013

**SAMPLE
LOCATION PLAN**



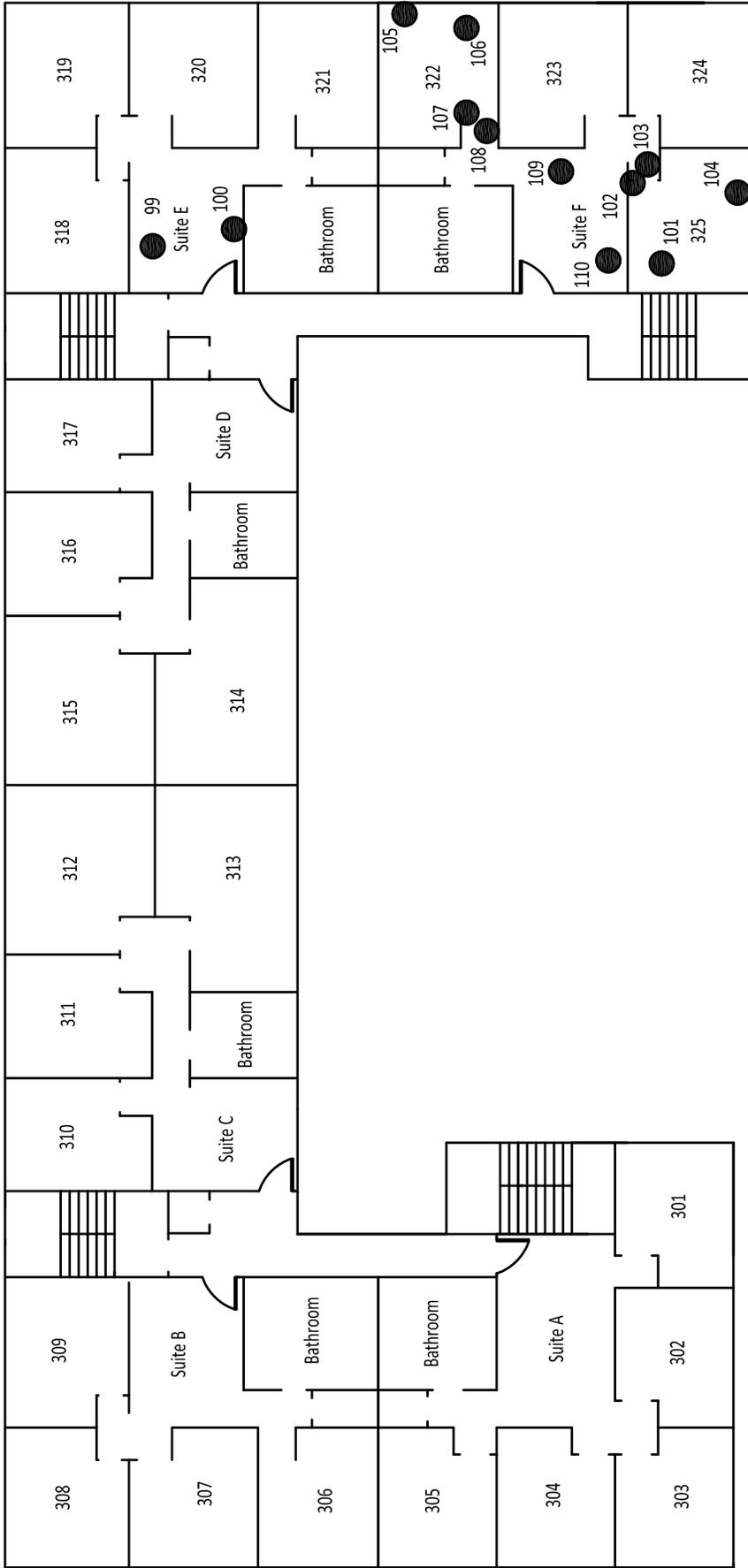
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BUILDING #3 - SECOND FLOOR

FIGURE

18

**ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA**



LEGEND

- APPROXIMATE SAMPLE LOCATION - NO LEAD PAINT DETECTED
- APPROXIMATE SAMPLE LOCATION - LEAD PAINT DETECTED
- ▼ APPROXIMATE SAMPLE LOCATION - LEAD DETECTED (> 0.10 mg/sq. cm)



BUILDING #3 - THIRD FLOOR

PROJ. NUM.: 2013-10-083

DATE: October 23, 2013

**SAMPLE
LOCATION PLAN**

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FIGURE

19

**ASBESTOS & LEAD PAINT SURVEYS
180 & 188 CORBAN AVENUE SW
CONCORD, NORTH CAROLINA**

EXHIBIT H



APPENDIX 2

**ASBESTOS ANALYTICAL RESULTS
CHAIN of CUSTODY SHEETS**

**EMSL Analytical, Inc.**

376 Crompton Street, Charlotte, NC 28273

Phone/Fax: (704) 525-2205 / (704) 525-2382

<http://www.EMSL.com>charlottelab@emsl.com**EXHIBIT H**

EMSL Order: 411305248

CustomerID: ALLC25

CustomerPO:

ProjectID:

Attn: **Dewitt Whitten**
Allied Consulting & Environmental Svcs
P.O. Box 2426
Shelby, NC 28151

Phone: (704) 600-6255
 Fax:
 Received: 10/16/13 8:00 AM
 Analysis Date: 10/18/2013
 Collected: 10/15/2013

Project: **Bldg. 1/ 2013-10-083**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BUR-1-Tar 411305248-0001	Built-Up Roof Section	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
BUR-1-Cellulose Layer 411305248-0001A	Built-Up Roof Section	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
BUR-1-Insulation 411305248-0001B	Built-Up Roof Section	Brown Non-Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (other)	None Detected
BUR-2-Tar 411305248-0002	Built-Up Roof Section	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
BUR-2-Cellulose Layer 411305248-0002A	Built-Up Roof Section	Black Non-Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
BUR-2-Insulation 411305248-0002B	Built-Up Roof Section	Brown Non-Fibrous Homogeneous	8% Cellulose	92% Non-fibrous (other)	None Detected
M-1 411305248-0003	Roof Mastic	Black Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
M-2 411305248-0004	Roof Mastic	Black Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile

Analyst(s)

Aaron Hartley (25)

Eric Loomis (32)

Lee Plumley, Laboratory Manager
or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Charlotte, NC NVLAP Lab Code 200841-0, VA 3333 00312

Initial report from 10/22/2013 11:58:19

**EMSL Analytical, Inc.**

376 Crompton Street, Charlotte, NC 28273

Phone/Fax: (704) 525-2205 / (704) 525-2382

<http://www.EMSL.com>charlottelab@emsl.com**EXHIBIT H**

EMSL Order:	411305248
CustomerID:	ALLC25
CustomerPO:	
ProjectID:	

Attn: Dewitt Whitten Allied Consulting & Environmental Svcs P.O. Box 2426 Shelby, NC 28151	Phone: (704) 600-6255 Fax: Received: 10/16/13 8:00 AM Analysis Date: 10/18/2013 Collected: 10/15/2013
Project: Bldg. 1/ 2013-10-083	

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
RS-1-Shingle 411305248-0005	Roof Section At Penetration	Gray/Black Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected
RS-1-Felt 411305248-0005A	Roof Section At Penetration	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
RS-1-Tar 411305248-0005B	Roof Section At Penetration	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
RS-2-Shingle 411305248-0006	Roof Section At Penetration	Black Non-Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
RS-2-Felt 411305248-0006A	Roof Section At Penetration	Black Non-Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected
RS-2-Tar 411305248-0006B	Roof Section At Penetration	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-1-Floor Tile 411305248-0007	Floor Tile (1st Floor)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-1-Mastic 411305248-0007A	Floor Tile (1st Floor)	Tan/Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

 Aaron Hartley (25)
 Eric Loomis (32)



 Lee Plumley, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Charlotte, NC NVLAP Lab Code 200841-0, VA 3333 00312

Initial report from 10/22/2013 11:58:19

**EMSL Analytical, Inc.**

376 Crompton Street, Charlotte, NC 28273

Phone/Fax: (704) 525-2205 / (704) 525-2382

<http://www.EMSL.com>charlottelab@emsl.com**EXHIBIT H**

EMSL Order: 411305248

CustomerID: ALLC25

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ProjectID:

Attn: **Dewitt Whitten**
Allied Consulting & Environmental Svcs
P.O. Box 2426
Shelby, NC 28151

Phone: (704) 600-6255
 Fax:
 Received: 10/16/13 8:00 AM
 Analysis Date: 10/18/2013
 Collected: 10/15/2013

Project: **Bldg. 1/ 2013-10-083**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FT-2-Floor Tile 411305248-0008	Floor Tile (1st Floor)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-2-Mastic 411305248-0008A	Floor Tile (1st Floor)	Brown/Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
CF-1 411305248-0009	Ceiling Finish (1st Floor)	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
CF-2 411305248-0010	Ceiling Finish (1st Floor)	Beige Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
CF-3 411305248-0011	Ceiling Finish (1st Floor)	White Non-Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
CF-4 411305248-0012	Ceiling Finish (1st Floor)	White Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
CF-5 411305248-0013	Ceiling Finish (1st Floor)	White Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
DW/S-1 411305248-0014	Drywall/ Spackling (1st Floor)	Gray/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	None Detected

Composite analysis

Analyst(s)

Aaron Hartley (25)

Eric Loomis (32)

Lee Plumley, Laboratory Manager
or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Charlotte, NC NVLAP Lab Code 200841-0, VA 3333 00312

Initial report from 10/22/2013 11:58:19

**EMSL Analytical, Inc.**

376 Crompton Street, Charlotte, NC 28273

Phone/Fax: (704) 525-2205 / (704) 525-2382

<http://www.EMSL.com>charlottelab@emsl.com**EXHIBIT H**

EMSL Order:	411305248
CustomerID:	ALLC25
CustomerPO:	
ProjectID:	

Attn: Dewitt Whitten Allied Consulting & Environmental Svcs P.O. Box 2426 Shelby, NC 28151	Phone: (704) 600-6255 Fax: Received: 10/16/13 8:00 AM Analysis Date: 10/18/2013 Collected: 10/15/2013
Project: Bldg. 1/ 2013-10-083	

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
DW/S-2 411305248-0015	Drywall/ Spackling (1st Floor)	Gray/White Non-Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	None Detected
Composite analysis					
DW/S-3 411305248-0016	Drywall/ Spackling (1st Floor)	Gray/Tan/White Fibrous Heterogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	None Detected
Composite analysis					
DW/S-4 411305248-0017	Drywall/ Spackling (1st Floor)	Gray/White Fibrous Homogeneous	4% Cellulose 2% Glass	94% Non-fibrous (other)	None Detected
Composite analysis					
DW/S-5 411305248-0018	Drywall/ Spackling (1st Floor)	Brown/Tan/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
FT-3-Floor Tile 411305248-0019	Floor Tile (2nd Floor)	White Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
FT-3-Mastic 411305248-0019A	Floor Tile (2nd Floor)	Black Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (other)	None Detected
FT-4-Floor Tile 411305248-0020	Floor Tile (2nd Floor)	Gray Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
FT-4-Mastic 411305248-0020A	Floor Tile (2nd Floor)	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)
 Aaron Hartley (25)
 Eric Loomis (32)


 Lee Plumley, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Charlotte, NC NVLAP Lab Code 200841-0, VA 3333 00312

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Shelby, NC 28151

Phone: (704) 600-6255
 Fax:
 Received: 10/16/13 8:00 AM
 Analysis Date: 10/18/2013
 Collected: 10/15/2013

Project: **Bldg. 1/ 2013-10-083**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CF-6 411305248-0021	Ceiling Finish (2nd Floor)	White Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
CF-7 411305248-0022	Ceiling Finish (2nd Floor)	White Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
CF-8 411305248-0023	Ceiling Finish (2nd Floor)	White Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
CF-9 411305248-0024	Ceiling Finish (2nd Floor)	White Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
CF-10 411305248-0025	Ceiling Finish (2nd Floor)	White Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
DW/S-6 411305248-0026	Drywall/ Spackling (2nd Floor)	Gray/Tan/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-7 411305248-0027	Drywall/ Spackling (2nd Floor)	Gray/Tan/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-8 411305248-0028	Drywall/ Spackling (2nd Floor)	Gray/Tan/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					

Analyst(s) _____

Aaron Hartley (25)
 Eric Loomis (32)

Lee Plumley, Laboratory Manager
 or other approved signatory

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Shelby, NC 28151

Phone: (704) 600-6255
 Fax:
 Received: 10/16/13 8:00 AM
 Analysis Date: 10/18/2013
 Collected: 10/15/2013

Project: **Bldg. 1/ 2013-10-083**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
DW/S-9 411305248-0029	Drywall/ Spackling (2nd Floor)	Brown/Gray/White Fibrous Homogeneous	8% Cellulose 1% Glass	91% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-10 411305248-0030	Drywall/ Spackling (2nd Floor)	Brown/Gray/White Fibrous Homogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
FT-5-Gray Layer 411305248-0031	Floor Tile (3rd Floor)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-5-Floor Tile 411305248-0031A	Floor Tile (3rd Floor)	White Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
FT-5-Mastic 411305248-0031B	Floor Tile (3rd Floor)	Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
FT-6-Floor Tile 411305248-0032	Floor Tile (3rd Floor)	Gray Non-Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
FT-6-Mastic 411305248-0032A	Floor Tile (3rd Floor)	Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
CF-11 411305248-0033	Ceiling Finish (3rd Floor)	White Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile

Analyst(s) _____

Aaron Hartley (25)

Eric Loomis (32)

Lee Plumley, Laboratory Manager
or other approved signatory

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Attn: Dewitt Whitten Allied Consulting & Environmental Svcs P.O. Box 2426 Shelby, NC 28151	Phone: (704) 600-6255 Fax: Received: 10/16/13 8:00 AM Analysis Date: 10/18/2013 Collected: 10/15/2013
Project: Bldg. 1/ 2013-10-083	

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CF-12 411305248-0034	Ceiling Finish (3rd Floor)	White Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
CF-13 411305248-0035	Ceiling Finish (3rd Floor)	White Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
CF-14 411305248-0036	Ceiling Finish (3rd Floor)	Brown/White Fibrous Homogeneous	8% Cellulose	89% Non-fibrous (other)	3% Chrysotile
CF-15 411305248-0037	Ceiling Finish (3rd Floor)	Tan/White Non-Fibrous Homogeneous	5% Cellulose	93% Non-fibrous (other)	2% Chrysotile
DW/S-11 411305248-0038	Drywall/ Spackling (3rd Floor)	Gray/Tan/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	None Detected
Composite analysis					
DW/S-12 411305248-0039	Drywall/ Spackling (3rd Floor)	Gray/Tan/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	None Detected
Composite analysis					
DW/S-13 411305248-0040	Drywall/ Spackling (3rd Floor)	Gray/Tan/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-14 411305248-0041	Drywall/ Spackling (3rd Floor)	Brown/Tan/White Fibrous Homogeneous	5% Cellulose 1% Glass	94% Non-fibrous (other)	<1% Chrysotile
Composite analysis					

Analyst(s)
 Aaron Hartley (25)
 Eric Loomis (32)


 Lee Plumley, Laboratory Manager
 or other approved signatory

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EXHIBIT H

EMSL Order:	411305248
CustomerID:	ALLC25
CustomerPO:	
ProjectID:	

Attn: Dewitt Whitten Allied Consulting & Environmental Svcs P.O. Box 2426 Shelby, NC 28151	Phone: (704) 600-6255 Fax: Received: 10/16/13 8:00 AM Analysis Date: 10/18/2013 Collected: 10/15/2013
Project: Bldg. 1/ 2013-10-083	

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
DW/S-15 411305248-0042	Drywall/ Spackling (3rd Floor)	Brown/Gray/White Fibrous Homogeneous	8% Cellulose 1% Glass	91% Non-fibrous (other)	<1% Chrysotile
Composite analysis					

Analyst(s) _____
 Aaron Hartley (25)
 Eric Loomis (32)

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Initial report from 10/22/2013 11:58:19

EXHIBIT H



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

411305248

Charlotte, NC
376 Crompton Street
Charlotte, NC 28273
PHONE: (704) 525-2205
FAX: (704) 525-2382

Company: Allied Consulting & Environmental Services, LLC
Street: P. O. Box 2426
City/State/Zip: Shelby, NC 28151
Report To (Name): DeWitt Whitten
Telephone: 7042320152
Project Name/Number: **Bldg 1 / 2013-10-083**
Please Provide Results: Email
Purchase Order:
State Samples Taken: NC

EMSL-Bill to: Same Different
If Bill to is Different note instructions in Comments**
Third Party Billing requires written authorization from third party

Fax: 7044825596

Email Address: dewitt@aces-env.com

Turnaround Time (TAT) Options* - Please Check

3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 96 Hour 1 Week 2 Week

*For TEM Air 3 hr through 6 hr, 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 Check if samples are from NY

NIOSH 7400
 w/ OSHA 8hr. TWA

PLM - Bulk (reporting limit)

PLM EPA 600/R-93/116 (<1%)
 PLM EPA NOB (<1%)

Point Count

400 (<0.25%) 1000 (<0.1%)

Point Count w/Gravimetric

400 (<0.25%) 1000 (<0.1%)

NYS 198.1 (friable in NY)

NYS 198.6 NOB (non-friable-NY)

NIOSH 9002 (<1%)

TEM - Air 4-4.5hr TAT (AHERA only)

AHERA 40 CFR, Part 763

NIOSH 7402

EPA Level II

ISO 10312

TEM - Bulk

TEM EPA NOB

NYS NOB 198.4 (non-friable-NY)

Chatfield SOP

TEM Mass Analysis-EPA 600 sec. 2.5

TEM - Water: EPA 100.2

Fibers >10µm Waste Drinking

All Fiber Sizes Waste Drinking

TEM-Dust

Microvac - ASTM D 5755

Wipe - ASTM D6480

Carpet Sonication (EPA 600/J-93/167)

Soil/Rock/Vermiculite

PLM CARB 435 - A (0.25% sensitivity)

PLM CARB 435 - B (0.1% sensitivity)

TEM CARB 435 - B (0.1% sensitivity)

TEM CARB 435 - C (0.01% sensitivity)

EPA Protocol (Semi-Quantitative)

EPA Protocol (Quantitative)

Other:

Check For Positive Stop - Clearly Identify Homogenous Group

Filter Pore Size (Air Samples): 0.8µm 0.45µm

Samplers Name: **Dewitt Whitten**

Samplers Signature: *[Signature]*

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
Bur-1, 2	Built-up Roof Section		15 Oct 2013 PM
M-1, 2	Roof Mastic		11
RS-1, 2	Roof Section @ Penetration		11
FT-1, 2	Floor Tile (1 st Floor)		11
CF-1, 2, 3, 4, 5	Ceiling Finish (1 st Floor)		11
DW/S-1, 2, 3, 4, 5	Drywall/Sprinkle (1 st Floor)	see note	11
FT-3, 4	Floor Tile (2 nd Floor)		11
CF-6, 7, 8, 9, 10	Ceiling Finish (2 nd Floor)		11

Client Sample # (s): **see above & next page**

Total # of Samples: **48**

Relinquished (Client): *[Signature]* Date: **16 Oct 2013**

Time: **0530**

Received (Lab): *[Signature]* Date: **10/19/13**

Time: **8:00am**

Comments/Special Instructions:

Analyze all drywall/sprinkle samples as composite samples P03

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Attn: Dewitt Whitten Allied Consulting & Environmental Svcs P.O. Box 2426 Shelby, NC 28151	Phone: (704) 600-6255 Fax: Received: 10/16/13 8:00 AM Analysis Date: 10/22/2013 Collected: 10/15/2013
Project: Bldg. 2/ 2013-10-083	

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FT-1-Floor Tile 411305249-0001	9x9 Floor Tile	Gray Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
FT-1-Mastic 411305249-0001A	9x9 Floor Tile	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-2-Floor Tile 411305249-0002	9x9 Floor Tile	White Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
FT-2-Mastic 411305249-0002A	9x9 Floor Tile	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-3-Floor Tile 411305249-0003	12x12 Floor Tile	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-3-Mastic 411305249-0003A	12x12 Floor Tile	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-4-Floor Tile 411305249-0004	12x12 Floor Tile	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-4-Mastic 411305249-0004A	12x12 Floor Tile	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

 Aaron Hartley (10)
 Eric Loomis (8)



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 or other approved signatory

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
DW/S-1 411305249-0005	Drywall/ Spackling	Brown/Gray/Tan Fibrous Homogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-2 411305249-0006	Drywall/ Spackling	Brown/Gray/White Fibrous Homogeneous	10% Cellulose 3% Glass	87% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-3 411305249-0007	Drywall/ Spackling	Brown/Tan/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-4 411305249-0008	Drywall/ Spackling	Gray/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-5 411305249-0009	Drywall/ Spackling	Gray/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
CF-1 411305249-0010	Ceiling Finish	Tan/White Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
CF-2 411305249-0011	Ceiling Finish	Gray/White Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile

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 Eric Loomis (8)

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CF-3 411305249-0012	Ceiling Finish	Tan/White Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
CF-4 411305249-0013	Ceiling Finish	White Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
CF-5 411305249-0014	Ceiling Finish	White Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile

Analyst(s)

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 Eric Loomis (8)



 Lee Plumley, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Charlotte, NC NVLAP Lab Code 200841-0, VA 3333 00312

Initial report from 10/22/2013 11:58:53

EXHIBIT H



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

411305249

Charlotte, NC
376 Crompton Street
Charlotte, NC 28273
PHONE: (704) 525-2205
FAX: (704) 525-2382

Company: Allied Consulting & Environmental Services, LLC
 Street: P. O. Box 2426
 City/State/Zip: Shelby, NC 28151
 Report To (Name): DeWitt Whitten
 Telephone: 7042320152
 Project Name/Number: Bldg 2 / 2013-10-0B3
 Please Provide Results: Email Purchase Order: State Samples Taken: NC

EMSL-Bill to: Same Different
 If Bill to is Different note instructions in Comments**
 Third Party Billing requires written authorization from third party

Fax: 7044825596
 Email Address: dewitt@aces-env.com

Turnaround Time (TAT) Options* - Please Check

3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 96 Hour 1 Week 2 Week

*For TEM Air 3 hr through 6 hr, 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 Check if samples are from NY
 NIOSH 7400
 w/ OSHA 8hr. TWA
 PLM - Bulk (reporting limit)
 PLM EPA 600/R-93/116 (<1%)
 PLM EPA NOB (<1%)
 Point Count
 400 (<0.25%) 1000 (<0.1%)
 Point Count w/Gravimetric
 400 (<0.25%) 1000 (<0.1%)
 NYS 198.1 (friable in NY)
 NYS 198.6 NOB (non-friable-NY)
 NIOSH 9002 (<1%)

TEM - Air 4-4.5hr TAT (AHERA only)
 AHERA 40 CFR, Part 763
 NIOSH 7402
 EPA Level II
 ISO 10312

TEM - Dust
 Microvac - ASTM D 5755
 Wipe - ASTM D6480
 Carpet Sonication (EPA 600/J-93/167)

Soil/Rock/Vermiculite
 PLM CARB 435 - A (0.25% sensitivity)
 PLM CARB 435 - B (0.1% sensitivity)
 TEM CARB 435 - B (0.1% sensitivity)
 TEM CARB 435 - C (0.01% sensitivity)
 EPA Protocol (Semi-Quantitative)
 EPA Protocol (Quantitative)

TEM - Bulk
 TEM EPA NOB
 NYS NOB 198.4 (non-friable-NY)
 Chatfield SOP
 TEM Mass Analysis-EPA 600 sec. 2.5

TEM - Water: EPA 100.2
 Fibers >10µm Waste Drinking
 All Fiber Sizes Waste Drinking

Other:

Check For Positive Stop - Clearly Identify Homogenous Group Filter Pore Size (Air Samples): 0.8µm 0.45µm

Samplers Name: DeWitt Whitten Samplers Signature: [Signature]

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
FT-1, 2	9x9 Floor Tile		25 OCT 2013 PM
FT-3, 4	12x12 Floor Tile		11
DW/S-1, 2, 3, 4, 5	Drywall / Spackling	see note	11
CF-1, 2, 3, 4, 5	Ceiling Finish		11

Client Sample # (s): see above Total # of Samples: 14

Relinquished (Client): [Signature] Date: 16 OCT 2013 Time: 0530

Received (Lab): [Signature] Date: 19/10/13 Time: 8:00 am

Comments/Special Instructions:
 Analyze all drywall/spackling samples as composite samples



EMSL Analytical, Inc.

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Phone/Fax: (704) 525-2205 / (704) 525-2382

<http://www.EMSL.com>

charlottelab@emsl.com

EXHIBIT H

EMSL Order:	411305247
CustomerID:	ALLC25
CustomerPO:	
ProjectID:	

Attn: Dewitt Whitten Allied Consulting & Environmental Svcs P.O. Box 2426 Shelby, NC 28151	Phone: (704) 600-6255 Fax: Received: 10/16/13 8:00 AM Analysis Date: 10/22/2013 Collected: 10/15/2013
Project: Bldg. 3/ 2013-10-083	

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BUR-1-Membrane 411305247-0001	Built-Up Roof Section	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected
BUR-1-Tar 411305247-0001A	Built-Up Roof Section	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
BUR-1-Insulation 411305247-0001B	Built-Up Roof Section	Brown Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (other)	None Detected
BUR-2-Membrane 411305247-0002	Built-Up Roof Section	Black Fibrous Heterogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected
BUR-2-Tar 411305247-0002A	Built-Up Roof Section	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
BUR-2-Insulation 411305247-0002B	Built-Up Roof Section	Brown/Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
M-1 411305247-0003	Roof Mastic	Black Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
M-2 411305247-0004	Roof Mastic	Black Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile

Analyst(s)

 Aaron Hartley (41)
 Eric Loomis (29)



 Lee Plumley, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Charlotte, NC NVLAP Lab Code 200841-0, VA 3333 00312

Initial report from 10/22/2013 11:57:42

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376 Crompton Street, Charlotte, NC 28273

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FT-1-Floor Tile 411305247-0005	12x12 Floor Tile (Basement)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-1-Mastic 411305247-0005A	12x12 Floor Tile (Basement)	Black Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (other)	None Detected
FT-2-Floor Tile 411305247-0006	12x12 Floor Tile (Basement)	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-2-Mastic 411305247-0006A	12x12 Floor Tile (Basement)	Black Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (other)	None Detected
CF-1 411305247-0007	Ceiling Finish (Basement)	White Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
CF-2 411305247-0008	Ceiling Finish (Basement)	White Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
CF-3 411305247-0009	Ceiling Finish (Basement)	White Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
CF-4 411305247-0010	Ceiling Finish (Basement)	White Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile

Analyst(s)
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Attn: Dewitt Whitten Allied Consulting & Environmental Svcs P.O. Box 2426 Shelby, NC 28151	Phone: (704) 600-6255 Fax: Received: 10/16/13 8:00 AM Analysis Date: 10/22/2013 Collected: 10/15/2013
Project: Bldg. 3/ 2013-10-083	

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CF-5 411305247-0011	Ceiling Finish (Basement)	White Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
CF-6 411305247-0012	Ceiling Finish (Basement)	White Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
CF-7 411305247-0013	Ceiling Finish (Basement)	White Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
DW/S-1 411305247-0014	Drywall/ Spackling (Basement)	Brown/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-2 411305247-0015	Drywall/ Spackling (Basement)	Brown/Gray/White Fibrous Homogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-3 411305247-0016	Drywall/ Spackling (Basement)	Brown/Gray Fibrous Homogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-4 411305247-0017	Drywall/ Spackling (Basement)	Brown/Gray/White Fibrous Homogeneous	8% Cellulose 1% Glass	91% Non-fibrous (other)	<1% Chrysotile
Composite analysis					

Analyst(s)

 Aaron Hartley (41)
 Eric Loomis (29)

Lee Plumley

 Lee Plumley, Laboratory Manager
 or other approved signatory

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EMSL Order: 411305247

CustomerID: ALLC25

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Attn: **Dewitt Whitten**
Allied Consulting & Environmental Svcs
P.O. Box 2426
Shelby, NC 28151

Phone: (704) 600-6255
 Fax:
 Received: 10/16/13 8:00 AM
 Analysis Date: 10/22/2013
 Collected: 10/15/2013

Project: **Bldg. 3/ 2013-10-083**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
DW/S-5 411305247-0018	Drywall/ Spackling (Basement)	Brown/Gray/White Fibrous Homogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-6 411305247-0019	Drywall/ Spackling (Basement)	Gray/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-7 411305247-0020	Drywall/ Spackling (Basement)	Gray/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
FT-3-Floor Tile 411305247-0021	Floor Tile (1st Floor)	Gray/Beige Non-Fibrous Homogeneous		95% Non-fibrous (other)	5% Chrysotile
FT-3-Mastic 411305247-0021A	Floor Tile (1st Floor)	Black Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
FT-4-Floor Tile 411305247-0022	Floor Tile (1st Floor)	Tan Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
FT-4-Mastic 411305247-0022A	Floor Tile (1st Floor)	Black Non-Fibrous Homogeneous		95% Non-fibrous (other)	5% Chrysotile
CF-8 411305247-0023	Ceiling Finish (1st Floor)	White Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile

Analyst(s)

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Eric Loomis (29)

Lee Plumley, Laboratory Manager
or other approved signatory

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Initial report from 10/22/2013 11:57:42

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EMSL Order:	411305247
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Attn: **Dewitt Whitten**
Allied Consulting & Environmental Svcs
P.O. Box 2426
Shelby, NC 28151

Phone: (704) 600-6255
 Fax:
 Received: 10/16/13 8:00 AM
 Analysis Date: 10/22/2013
 Collected: 10/15/2013

Project: **Bldg. 3/ 2013-10-083**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CF-9 411305247-0024	Ceiling Finish (1st Floor)	White Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
CF-10 411305247-0025	Ceiling Finish (1st Floor)	White Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
CF-11 411305247-0026	Ceiling Finish (1st Floor)	White Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
CF-12 411305247-0027	Ceiling Finish (1st Floor)	White Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
DW/S-8 411305247-0028	Drywall/ Spackling (1st Floor)	Brown/Gray/White Fibrous Homogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-9 411305247-0029	Drywall/ Spackling (1st Floor)	Brown/Gray/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-10 411305247-0030	Drywall/ Spackling (1st Floor)	Brown/Gray/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-11 411305247-0031	Drywall/ Spackling (1st Floor)	Gray/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					

Analyst(s)
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 Eric Loomis (29)

Lee Plumley, Laboratory Manager
 or other approved signatory

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Initial report from 10/22/2013 11:57:42

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Attn: Dewitt Whitten Allied Consulting & Environmental Svcs P.O. Box 2426 Shelby, NC 28151	Phone: (704) 600-6255 Fax: Received: 10/16/13 8:00 AM Analysis Date: 10/22/2013 Collected: 10/15/2013
Project: Bldg. 3/ 2013-10-083	

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
DW/S-12 411305247-0032	Drywall/ Spackling (1st Floor)	Gray/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
FT-5-Floor Tile 411305247-0033	Floor Tile (2nd Floor)	Gray Non-Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
FT-5-Mastic 411305247-0033A	Floor Tile (2nd Floor)	Black Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
FT-6-Floor Tile 411305247-0034	Floor Tile (2nd Floor)	Gray Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
FT-6-Mastic 411305247-0034A	Floor Tile (2nd Floor)	Black Non-Fibrous Homogeneous		95% Non-fibrous (other)	5% Chrysotile
CF-13 411305247-0035	Ceiling Finish (2nd Floor)	White Non-Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
CF-14 411305247-0036	Ceiling Finish (2nd Floor)	White Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
CF-15 411305247-0037	Ceiling Finish (2nd Floor)	Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile

Analyst(s)

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 Eric Loomis (29)



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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CF-16 411305247-0038	Ceiling Finish (2nd Floor)	White Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
CF-17 411305247-0039	Ceiling Finish (2nd Floor)	White Fibrous Heterogeneous		96% Non-fibrous (other)	4% Chrysotile
DW/S-13 411305247-0040	Drywall/ Spackling (2nd Floor)	Brown/Gray/White Fibrous Homogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-14 411305247-0041	Drywall/ Spackling (2nd Floor)	Brown/Gray/White Fibrous Homogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-15 411305247-0042	Drywall/ Spackling (2nd Floor)	Brown/Tan/White Fibrous Homogeneous	8% Cellulose 2% Glass	90% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-16 411305247-0043	Drywall/ Spackling (2nd Floor)	Gray/White Non-Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-17 411305247-0044	Drywall/ Spackling (2nd Floor)	Gray/White Fibrous Homogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	<1% Chrysotile
Composite analysis					

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FT-7-Floor Tile 411305247-0045	Floor Tile (3rd Floor)	Gray Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
FT-7-Mastic 411305247-0045A	Floor Tile (3rd Floor)	Black Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
FT-8-Floor Tile 411305247-0046	Floor Tile (3rd Floor)	White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (other)	None Detected
FT-8-Mastic 411305247-0046A	Floor Tile (3rd Floor)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
CF-18 411305247-0047	Ceiling Finish (2nd Floor)	Gray/White Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
CF-19 411305247-0048	Ceiling Finish (2nd Floor)	Gray/White Non-Fibrous Homogeneous		95% Non-fibrous (other)	5% Chrysotile
CF-20 411305247-0049	Ceiling Finish (2nd Floor)	Gray/White Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
CF-21 411305247-0050	Ceiling Finish (2nd Floor)	White Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile

Analyst(s)
 Aaron Hartley (41)
 Eric Loomis (29)

Lee Plumley, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Charlotte, NC NVLAP Lab Code 200841-0, VA 3333 00312

Initial report from 10/22/2013 11:57:42

**EMSL Analytical, Inc.**

376 Crompton Street, Charlotte, NC 28273

Phone/Fax: (704) 525-2205 / (704) 525-2382

<http://www.EMSL.com>charlottelab@emsl.com**EXHIBIT H**

EMSL Order:	411305247
CustomerID:	ALLC25
CustomerPO:	
ProjectID:	

Attn: **Dewitt Whitten**
Allied Consulting & Environmental Svcs
P.O. Box 2426
Shelby, NC 28151

Phone: (704) 600-6255
 Fax:
 Received: 10/16/13 8:00 AM
 Analysis Date: 10/22/2013
 Collected: 10/15/2013

Project: **Bldg. 3/ 2013-10-083**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CF-22 411305247-0051	Ceiling Finish (2nd Floor)	White Fibrous Homogeneous		95% Non-fibrous (other)	5% Chrysotile
DW/S-18 411305247-0052	Drywall/ Spackling (2nd Floor)	Brown/Gray/White Fibrous Homogeneous	8% Cellulose 2% Glass	90% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-19 411305247-0053	Drywall/ Spackling (2nd Floor)	Brown/Gray/White Fibrous Homogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-20 411305247-0054	Drywall/ Spackling (2nd Floor)	Brown/Gray/White Fibrous Homogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-21 411305247-0055	Drywall/ Spackling (2nd Floor)	Gray/White Fibrous Homogeneous	1% Glass 10% Cellulose	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
DW/S-22 411305247-0056	Drywall/ Spackling (2nd Floor)	Gray/White Fibrous Heterogeneous	10% Cellulose 1% Glass	89% Non-fibrous (other)	<1% Chrysotile
Composite analysis					
CT-1 411305247-0057	2x4 Lay-In Ceiling Tile (Stairwell)	Gray/White Fibrous Homogeneous	40% Cellulose 2% Min. Wool	58% Non-fibrous (other)	None Detected

Analyst(s)
 Aaron Hartley (41)
 Eric Loomis (29)

Lee Plumley, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Charlotte, NC NVLAP Lab Code 200841-0, VA 3333 00312

Initial report from 10/22/2013 11:57:42



EMSL Analytical, Inc.

376 Crompton Street, Charlotte, NC 28273

Phone/Fax: (704) 525-2205 / (704) 525-2382

<http://www.EMSL.com>

charlottelab@emsl.com

EXHIBIT H

EMSL Order:	411305247
CustomerID:	ALLC25
CustomerPO:	
ProjectID:	

Attn: Dewitt Whitten Allied Consulting & Environmental Svcs P.O. Box 2426 Shelby, NC 28151	Phone: (704) 600-6255 Fax: Received: 10/16/13 8:00 AM Analysis Date: 10/22/2013 Collected: 10/15/2013
Project: Bldg. 3/ 2013-10-083	

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CT-2 411305247-0058	2x4 Lay-In Ceiling Tile (Stairwell)	Gray/White Fibrous Homogeneous	50% Cellulose 5% Min. Wool	45% Non-fibrous (other)	None Detected

Analyst(s)

 Aaron Hartley (41)
 Eric Loomis (29)



 Lee Plumley, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Charlotte, NC NVLAP Lab Code 200841-0, VA 3333 00312

Initial report from 10/22/2013 11:57:42

EXHIBIT H

411305247

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

[Empty Box]

Charlotte, NC
376 Crompton Street
Charlotte, NC 28273
PHONE: (704) 525-2205
FAX: (704) 525 2382



Company: Allied Consulting & Environmental Services, LLC
Street: P. O. Box 2426
City/State/Zip: Shelby, NC 28151
Report To (Name): DeWitt Whitten
Telephone: 7042320152
Project Name/Number: **Bldg 3 / 2013-10-083**
Please Provide Results: Email Purchase Order: State Samples Taken: NC

EMSL-Bill to: Same Different
If Bill to is Different note instructions in Comments**
Third Party Billing requires written authorization from third party

Turnaround Time (TAT) Options* - Please Check

3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 96 Hour 1 Week 2 Week

*For TEM Air 3 hr through 6 hr, 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 Check if samples are from NY
 NIOSH 7400
 w/ OSHA 8hr. TWA

TEM - Air 4-4.5hr TAT (AHERA only)
 AHERA 40 CFR, Part 763
 NIOSH 7402
 EPA Level II
 ISO 10312

TEM - Dust
 Microvac - ASTM D 5755
 Wipe - ASTM D6480
 Carpet Sonication (EPA 600/J-93/167)

PLM - Bulk (reporting limit)
 PLM EPA 600/R-93/116 (<1%)
 PLM EPA NOB (<1%)
Point Count
 400 (<0.25%) 1000 (<0.1%)
Point Count w/Gravimetric
 400 (<0.25%) 1000 (<0.1%)
 NYS 198.1 (friable in NY)
 NYS 198.6 NOB (non-friable-NY)
 NIOSH 9002 (<1%)

TEM - Bulk
 TEM EPA NOB
 NYS NOB 198.4 (non-friable-NY)
 Chatfield SOP
 TEM Mass Analysis-EPA 600 sec. 2.5

Soil/Rock/Vermiculite
 PLM CARB 435 - A (0.25% sensitivity)
 PLM CARB 435 - B (0.1% sensitivity)
 TEM CARB 435 - B (0.1% sensitivity)
 TEM CARB 435 - C (0.01% sensitivity)
 EPA Protocol (Semi-Quantitative)
 EPA Protocol (Quantitative)

TEM - Water: EPA 100.2
Fibers >10µm Waste Drinking
All Fiber Sizes Waste Drinking

Other:

Check For Positive Stop - Clearly Identify Homogenous Group Filter Pore Size (Air Samples): 0.8µm 0.45µm

Samplers Name: **DeWitt Whitten** Samplers Signature: *[Signature]*

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
BUR-1,2	Built-up Roof Section		15 OCT 13 PM
M-1,2	Roof Mastic		"
FT-1,2	12x12 Floor Tile (Basement)		"
CF-1,2,3,4,5,6,7	CEILING Finish (Basement)		"
DW/S-1,2,3,4,5,6,7	Drywall/Spackling (Basement) see note		"
FT-3,4	Floor Tile (1st Floor)		"
CF-8,9,10,11,12	Ceiling Finish (1st Floor)		"
DW/S-8,9,10,11,12	Drywall/Spackling (1st Floor) see note		"

Client Sample # (s): **see above & next page** Total # of Samples: **50**

Relinquished (Client): *[Signature]* Date: **16 OCT 2013** Time: **0530**

Received (Lab): *[Signature]* Date: **10/16/13** Time: **8:00am**

Comments/Special Instructions:
Analyze all drywall/spackling samples as composites P/B

EXHIBIT H
2013-10-083

Bldg 3

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

411305247

Charlotte, NC
376 Crompton Street
Charlotte, NC 28273
PHONE: (704) 525-2205
FAX: (704) 525 2382

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
FT- 5, 6	Floor Tile (2 ND Floor)		15 OCT 2013 PM
CF- 13, 14, 15, 16, 17	Ceiling Finish (2 ND Floor)		u
DWS- 13, 14, 15, 16, 17	Drywall / Spackling (2 ND Floor) see note		u
FT- 7, 8	Floor Tile (2 ND Floor)		15 OCT 2013 PM
CF- 18, 19, 20, 21, 22	Ceiling Finish (2 ND Floor)		u
DWS- 18, 19, 20, 21, 22	Drywall / Spackling (2 ND Floor) see note		u
CT- 1, 2	2x4 lay-in ceiling tile (stairwell)		15 OCT 2013 PM
Comments/Special Instructions:			

**EMSL Analytical, Inc.**

376 Crompton Street, Charlotte, NC 28273

Phone/Fax: (704) 525-2205 / (704) 525-2382

<http://www.EMSL.com>charlottelab@emsl.com**EXHIBIT H**

EMSL Order:	411305309
CustomerID:	ALLC25
CustomerPO:	
ProjectID:	

Attn: Dewitt Whitten Allied Consulting & Environmental Svcs P.O. Box 2426 Shelby, NC 28151	Phone: (704) 600-6255 Fax: Received: 10/17/13 1:55 PM Analysis Date: 10/18/2013 Collected: 10/17/2013
Project: Bldg. 3/ 2013-10-083	

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FT-9-Floor Tile 411305309-0001	12x12 Floor Tile (White)	White/Blue Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-9-Mastic 411305309-0001A	12x12 Floor Tile (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-10-Floor Tile 411305309-0002	12x12 Floor Tile (White)	White/Various Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-10-Mastic 411305309-0002A	12x12 Floor Tile (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-11-Leveler 411305309-0003	12x12 Floor Tile (Grey)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-11-Floor Tile 411305309-0003A	12x12 Floor Tile (Grey)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-11-Mastic 411305309-0003B	12x12 Floor Tile (Grey)	Brown/Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FT-12-Floor Tile 411305309-0004	12x12 Floor Tile (Grey)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)
 Aaron Hartley (5)
 Christopher Estes (4)


 Lee Plumley, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Charlotte, NC NVLAP Lab Code 200841-0, VA 3333 00312

Initial report from 10/22/2013 09:14:34



EMSL Analytical, Inc.

376 Crompton Street, Charlotte, NC 28273

Phone/Fax: (704) 525-2205 / (704) 525-2382

<http://www.EMSL.com>

charlottelab@emsl.com

EXHIBIT H

EMSL Order:	411305309
CustomerID:	ALLC25
CustomerPO:	
ProjectID:	

Attn: Dewitt Whitten Allied Consulting & Environmental Svcs P.O. Box 2426 Shelby, NC 28151	Phone: (704) 600-6255 Fax: Received: 10/17/13 1:55 PM Analysis Date: 10/18/2013 Collected: 10/17/2013
Project: Bldg. 3/ 2013-10-083	

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FT-12-Mastic 411305309-0004A	12x12 Floor Tile (Grey)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s) _____
 Aaron Hartley (5)
 Christopher Estes (4)


 Lee Plumley, Laboratory Manager
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Charlotte, NC NVLAP Lab Code 200841-0, VA 3333 00312

Initial report from 10/22/2013 09:14:34

EXHIBIT H

411305309

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

Charlotte, NC
376 Crompton Street
Charlotte, NC 28273
PHONE: (704) 525-2205
FAX: (704) 525 2382



Company: Allied Consulting & Environmental Services, LLC		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments** Third Party Billing requires written authorization from third party</small>	
Street: P. O. Box 2426		City/State/Zip: Shelby, NC 28151	
Report To (Name): DeWitt Whitten		Fax: 7044825596	
Telephone: 7042320152		Email Address: dewitt@aces-env.com	
Project Name/Number: Bldg 3 / 2013-10-083			
Please Provide Results: Email		Purchase Order:	
State Samples Taken: NC		Turnaround Time (TAT) Options* - Please Check	
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input checked="" type="checkbox"/> 72 Hour <input checked="" type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week		<small>*For TEM Air 3 hr through 6 hr, 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.</small>	
PCM - Air <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input 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"/> 4-4.5hr TAT (AHERA only) <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"/>	
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: <i>DeWitt Whitten</i>		Samplers Signature: <i>[Signature]</i>	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
FT-9,10	12x12 Floor Tile (white)		17 Oct 13 AM
FT-11,12	12x12 Floor Tile (gray)		11
Client Sample # (s): <i>see above</i>	Total # of Samples: 4		
Relinquished (Client): <i>[Signature]</i>	Date: <i>17 Oct 2013</i>	Time: <i>1352</i>	
Received (Lab): <i>[Signature]</i>	Date: <i>10/17/13</i>	Time: <i>1:55pm w/m</i>	
Comments/Special Instructions:			

EXHIBIT H



APPENDIX 3

XRF FIELD DATA SHEETS



XRF FIELD DATA SHEET							
BLDG ID	XRF #	LEVEL	ROOM	SUBSTRATE	COMPONENT	COLOR	RESULT ¹
1	5	1	Suite A	CMU	Wall	White	0.00
1	6	1	102 A	Metal	Door frame	White	0.10
1	7	1	101 A	Wood	Door	White	0.00
1	8	1	104 A	CMU	Wall	White	0.07
1	9	1	Bathroom	Metal	Door	White	0.00
1	10	1	Bathroom	Metal	Door frame	White	0.07
1	11	1	Exterior	Metal	Column	Black	0.05
1	12	1	Suite B	Metal	Bar joist	Black	0.00
1	13	1	Suite C	Metal	Bar joist	Black	0.00
1	14	1	Suite C	CMU	Wall	White	0.06
1	15	1	Suite C	Drywall	Ceiling	White	0.00
1	16	1	Suite C	Metal	Framing	White	0.00
1	17	1	Suite C	Metal	Framing	White	0.00
1	18	2	210 C	Drywall	Ceiling	White	0.00
1	19	2	212 C	CMU	Wall	White	0.06
1	20	2	212 C	Wood	Door	White	0.00
1	21	2	211 C	Metal	Door frame	White	0.00
1	22	2	Bathroom	Metal	Door frame	Gray	0.00
1	23	2	Exterior	Metal	Column	Black	0.00
1	24	2	Exterior	Metal	Railing	Black	0.11
1	25	2	Suite E	Metal	Door frame	White	0.07
1	26	2	Suite E	Metal	Door	White	0.09
1	27	2	219 E	CMU	Wall	White	0.10
1	28	3	Exterior	Metal	Stair frame	White	0.00
1	29	3	Suite C	CMU	Wall	Black	0.09
1	30	3	311 C	Wood	Door	White	0.00
1	31	3	311 C	Metal	Door frame	White	0.00
1	32	3	310 C	Drywall	Ceiling	White	0.00
1	33	3	310 C	Wood	Door	White	0.00
1	34	3	307 B	Metal	Door frame	White	0.00
1	35	3	305 B	Metal	Window	White	> 1.0
1	36	3	305 B	Metal	Roof decking	Gray	0.00
1	111	1	Exterior	CMU	Window panel	White	0.00

1) Units in milligrams per square centimeter – mg/cm²

PROJECT NAME: Barber Scotia College

PROJECT NO. ACES 2013-10-083

BUILDING ID: Bldg #1 - 1968 Building

DATE: 15 October 2013

LOCATION: Concord, NC

INSPECTOR: D. Whitten, NC RA #120118



XRF FIELD DATA SHEET							
BLDG ID	XRF #	LEVEL	ROOM	SUBSTRATE	COMPONENT	COLOR	RESULT ¹
3	57	1 st	Exterior	Metal	Stair frame	Black	1.04
3	58	1 st	Exterior	Metal	Railing	Black	0.39
3	59	1 st	Exterior	Metal	Column	Black	0.71
3	60	1 st	Suite F	Metal	Door frame	White	0.03
3	61	1 st	Suite F	Wood	Door	White	0.00
3	62	1 st	Suite F	CMU	Wall	White	0.00
3	63	1 st	121 F	Drywall	Ceiling	White	0.00
3	64	1 st	119 F	CMU	Wall	White	0.01
3	65	1 st	Suite F	CMU	Wall	White	0.47
3	66	1 st	Exterior	Metal	decking	White	2.36
3	67	1 st	Suite D	CMU	Wall	White	0.03
3	68	1 st	113 D	Metal	Door frame	White	0.10
3	69	1 st	112 D	Wood	Door	White	0.00
3	70	1 st	111 D	Drywall	Ceiling	White	0.00
3	71	1 st	111 D	CMU	Wall	White	0.00
3	72	South Stairwell	See Fig 6	Metal	Stair frame	Black	0.44
3	73	South Stairwell	See Fig 6	Metal	Stair frame	Black	0.97
3	74	Basement	See Fig 6	CMU	Wall	White	0.00
3	75	Basement	See Fig 6	Metal	Door frame	White	0.03
3	76	Basement	See Fig 6	Wood	Door	White	0.03
3	77	Basement	See Fig 6	Drywall	Ceiling	White	0.00
3	78	Basement	See Fig 6	Metal	I-beam	White	0.00
3	79	Basement	See Fig 6	Metal	Bar joist	White	0.00
3	80	Basement	See Fig 6	Drywall	Ceiling	White	0.02
3	81	Basement	See Fig 6	Concrete	Column	White	0.00
3	82	Basement	See Fig 6	Concrete	Column	White	0.00
3	83	Basement	See Fig 6	Drywall	Ceiling	White	0.00
3	84	Basement	See Fig 6	Drywall	Ceiling	White	0.00
3	85	Basement	See Fig 6	Metal	Door frame	White	0.08
3	86	Basement	See Fig 6	Wood	Door	White	0.00
3	87	Basement	See Fig 6	CMU	Wall	White	0.04
3	88	Basement	See Fig 6	CMU	Wall	White	0.00
3	89	2nd	Suite A	Metal	Door	White	0.13

1) Units in milligrams per square centimeter – mg/cm²

PROJECT NAME: Barber Scotia College

PROJECT NO. ACES 2013-10-083

BUILDING ID: Bldg #3 – 1969 Building

DATE: 15 October 2013

LOCATION: Concord, NC

INSPECTOR: D. Whitten, NC RA #120118

EXHIBIT H



APPENDIX 4

LOG OF PHOTOGRAPHS

EXHIBIT H



1. Building #1 located on Corban Avenue SW in Concord, NC.



2. Building #2 located on Corban Avenue SW in Concord, NC..

EXHIBIT H



3. Building #3 located on Corban Avenue SW in Concord, NC.



4. Asbestos Containing Material – ceiling finish.

EXHIBIT H



5. Asbestos Containing Material – 9" x 9" floor tile.



6. Asbestos Containing Material – mastic associated with floor tile.