

Request for Proposals:

Wharf Phase 2 – Abatement and Hazardous Material Removal

Proposal Submission Deadline; 4:00 PM on April 12, 2018

Property Walkthrough – April 5, 2018 9am

Should you have any questions, please contact Tony Albanese at talbanese@wharfdc.com. Questions must be submitted by April 9, 2018. Responses to all questions will be shared with all interested parties. Please register with Mr. Albanese if you wish to receive the consolidated questions and answers.

For additional information, including design narrative, diagrams, and site construction documents, please contact Mr. Albanese by April 9, 2018.

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Request for Proposals:

Scope of Work:

The Wharf is a Public Private Partnership (PPP) with the District of Columbia. As a PPP, the project will comply with all District requirements including District residents and new hire inclusionary requirements. The full Wharf Development includes 11 parcels to be constructed in two phases. The Wharf Phase I, consisting of Parcels 1 – 5, was completed in 2017 and is a fully operational mixed-use development. Parcel 11 completed in 2016 consists of a Church and 109-unit condominium. The Wharf Phase 2 Project is located at the east end of The Wharf Development at the Southwest Waterfront. The Phase 2 Master Plan for this mixed-use development includes office, residential apartments and condominiums, hotel, retail, and outdoor public spaces.

This RFP is for Abatement and Hazardous Material Removal associated with Demolition of 3 existing Buildings with The Wharf Phase 2 per ECS Hazmat Surveys dated 3/22/13, 1/13/18 and 2/8/18. This work is located at the East end of Phase 2 along Maine Avenue. The availability of vacated buildings and raze permits may require multiple mobilizations

Specific Scope of work

1. Provide abatement services associated with the Raze of the Pier 3 Water Building. A copy of the Phase 1 assessment for Pier 3 is attached for bidding. A phase 2 report is currently being assembled. Schedule for this work is abatement services for Cantina Marina portion of Pier 3 to begin April 23, 2018. Balance of Pier 3 Abatement to be scheduled around May 18, 2018.
2. Provide abatement services associated with the Raze of the Gangplank Security Building. A copy of the Phase 1 assessment for Gangplank Security Building is attached for bidding. A phase 2 report is currently being assembled. Schedule for this work is abatement services for Gangplank Security Building is tentatively February 2019.
3. Provide abatement services associated with the Raze of the Channel Inn Building. A copy of the Phase 1 assessment for Channel Inn is attached for bidding. A phase 2 report is currently being assembled. Schedule for this work is abatement services for Channel Inn to begin in August 2018.
4. Furnish and install required protection, containment, dumpsters, demolition to fully abate each structure and proper disposal of all materials.
5. Includes procurement of generator Identification and removal of all hazardous materials as noted in the Phase 1 survey and Phase 2 survey. Includes all compliance and notification inspections and forms to governing authorities.
6. Include all environmental monitoring activities and reports to provide full clearance.
7. Includes preparation of an abatement plan in accordance with the Owner’s requirements, ECS Hazmat Surveys and all governing authorities.
8. Provide appropriate documentation confirming employee training for specific work task or environment, daily sign in logs of all employees working at the site and daily monitoring reports for personnel and air monitoring.
9. Provide copies of all disposal manifests in accordance with all governing authorities, including compliance with EPA regulations.
10. Selective demolition and disposal of removal of all items required for access to or to expose hazardous materials.
11. Provide all permits required for this work from all governing authorities.
12. Scope includes ventilation and ongoing monitoring for all activities of work as required.
13. Proposal includes all scaffolding, rigging, hoisting, dumpsters and all of equipment required for this scope of work.

Alternate:

1. Provide cost to remove and lawfully dispose of 30 drums and associated contents of Geotech boring soils from Geotech investigation efforts. \$ _____

Bid Sheet

Please complete the bid sheet below upon evaluation of the RFP enclosed. Include any tasks HMW has failed to include in this RFP under "other."

Phase 2 – Abatement Services	TASKS	PROPOSED FEE
	Mobilization 1 - Pier 3 – Cantina Marina	\$
	Mobilization 2 - Pier 3 – Office Structure	\$
	Mobilization 3 – Channel Inn Gangplank Security Building	\$
	Mobilization 4 – Gangplank Security Building	
	General Administration	\$
	Permitting	\$
	Subtotal	\$

ALTERNATE NO. 1:

For Abatement Unit Pricing	TASKS	PROPOSED FEE
	Lead Paint Removal – Unit Rate	\$
	Abatement Removal – Unit Rate	\$
	Geotech Spoil Removal	\$
		\$
		\$
Subtotal	\$	

FEE PROPOSAL TOTAL	\$
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Responses should:

1. Include a fee proposal for the core elements required in this proposal and include a fee schedule for key personnel for any work that is to be based on time and material (additional services, additional meeting, etc.).
2. Include a schedule for completion including the proposed frequency of meetings to occur at the project offices in Washington, DC as well as off-site meetings/visits as required or recommended.
3. Provide recommendations for any additional items that you feel may be missing from the list of scope items or note items or deliverables that are not included in the scope of work above.
4. Include a fully itemized and detailed proposal for your services to include a list of all personnel that will be engaged and associated hourly rates if applicable.
5. Include a statement of availability of principals, commitment of time for key personnel.
6. Include three (3) references and work samples from relevant current or recent projects.
7. Be structured so that the response is no more than ten (10) pages in length – brevity is requested and appreciated.

HMW is committed to 35% of The Wharf project budget, adjusted, to DC Certified Businesses. In this regard, please indicate whether your firm is a CBE and, if so, please provide your certification number. If you are submitting a proposal as part of a joint venture between a CBE and non-CBE firm and/or plan to subcontract a portion of the work to a CBE, please separate the CBE proposal fee from the non-CBE proposal fee and provide the CBE number for the CBE firm. For more information contact the DC Office of Small and Local Business Development at [202-727 3900](tel:202-727-3900) or <http://dslbd.dc.gov>.

Should you have any questions, please contact Tony Albanese at talbanese@wharfdc.com & talbanese@pnhoffman.com. Questions must be submitted by April 9, 2018. Responses to all questions will be shared with all interested parties. Please register with Mr. Albanese if you wish to receive the consolidated questions and answers.

For additional information, including design narrative, diagrams, and site construction documents, please contact Mr. Albanese by April 9, 2018.

DOCUMENT LIST:

1. The Wharf Pier 3 – Hazardous Material Survey as prepared by ECS, LLC – Dated January 13, 2018.
2. The Wharf Pier 3 Security Building – Hazardous Material Survey as prepared by ECS, LLC – Dated February 8, 2018
3. The Wharf Channel Inn – Hazardous Material Survey as prepared by ECS, LLC – Dated March 22, 2013.
4. The Wharf Master Developer Sample Contract
5. First Source/CBE Exhibit

The Wharf Homepage

<http://www.thewharfdc.com/>

Project Name:

Job No.:

Contract No.:

760 Maine Ave, 2nd Floor, S.W.
Washington, D.C. 20024

Job Number:

Subcontract No.

Subcontractor:

Subcontractor:

Vendor No.

Cost Code:

Contact:

Total Amount:

Office:

Subcontract - SAMPLE

This Agreement made this day of in the year, by and between (the "Subcontractor") and, (the "Contractor"/"Owner").

WHEREAS, (the "Contractor"/"Owner") has entered into an agreement for the construction and demolition management of a facility known, located at SW, Washington, DC 20024 (the "Project"), according to the Contract Documents listed in Attachment C attached hereto (hereinafter "Contract Documents") and available for Subcontractor's review; and

WHEREAS, Contractor desires to subcontract certain work specified in the Contract Documents, and Subcontractor desires to perform said work at the prices and upon the terms and conditions hereinafter expressed;

WITNESSETH, that the Subcontractor and Contractor for the consideration named agree as follows:

1. The Work.

a. Subcontractor shall perform all services and work and shall furnish all supervision, labor, materials, plant, scaffolding, hoisting, tools, equipment, supplies and all other things necessary for the construction and completion of the work described in Attachment "B" and services and work incidental thereto whether shown or not, including coordination of its activities with others working on the Project, in strict accordance and full compliance with the Contract Documents listed in Attachment "A" hereto and this Subcontract, and any field orders, change orders or construction change directives (as all are referenced in the Contract Documents) to the Contract Documents or this Subcontract and to the satisfaction of Contractor and Owner (collectively, the "Work"). The Work is not limited by any titles on the drawings, headings in the specifications or any other descriptive characterization of the scope of work and services hereunder, it being the intention of the parties that Subcontractor's Work includes (a) all items necessary to provide a fully functioning, coordinated system, including all items necessary thereto, whether or not such items and services are specifically mentioned in Attachment "B"; (b) all services and work customarily performed with the services and work covered by this Subcontract and required by the Contract Documents; and (c) any and all items and services consistent with, contemplated by and reasonably inferable from, the Contract Documents, whether or not such items and services are specifically mentioned therein, unless expressly excluded. As part of the Work hereunder, Subcontractor agrees to coordinate the Work with the construction of other portions of the Project. To the extent there is a conflict between the terms of this Subcontract and the terms of the Contract Documents listed in Attachment "A", the more stringent provisions shall apply, unless specifically noted otherwise herein.

b. The Work shall be performed in accordance with the requirements of the Contract Documents and this Subcontract, and shall include compliance with all applicable laws, ordinances, codes, rules and regulations bearing on the performance of the Work ("Applicable Laws"). To the extent there is a change in Applicable Laws during construction, Subcontractor is required to incorporate such new or changed requirement into its construction activities, and shall be entitled to an increase in the amount set forth in Section 2 and/or time of performance only to the extent Contractor is entitled to additional compensation or additional time under the Contract Documents.

c. In respect of the Work, Subcontractor shall, except as otherwise provided herein, have all rights which Contractor has under the Contract Documents toward the Owner. Subcontractor shall assume all obligations, risks and responsibilities which Contractor

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has assumed towards the Owner in accordance with the Contract Documents. Subcontractor shall have the right to enforce its rights and remedies and to defend against claims against it by the Owner as provided below.

d. Shop drawings and other submittals prepared by the Subcontractor as part of the Work shall be prepared, stamped and sealed by appropriately credentialed and licensed professionals to the extent required by Applicable Laws.

e. Subcontractor shall provide, at his expense, all equipment, materials, tools, supplies, offices, sheds, storage, and other miscellaneous items unless specifically excluded elsewhere herein, for the performance of the Work. Subcontractor shall provide his own unloading, lifting, hoisting, overhead protection, and any necessary scaffolding for the performance of the Work.

f. Subcontractor shall protect the work of others working on the Project, and shall repair or be responsible for the cost of any damage to such work if such damage is caused by the Subcontractor.

g. Subcontractor warrants that all workmanship, materials, and equipment furnished and incorporated by it into the Project shall be of first class quality, performed in a workman-like manner, free from deficiencies and defects, and shall comply with Applicable Laws.

2. Payment.

a. The Contractor agrees to pay the Subcontractor for the satisfactory performance and completion of the Work the sum of in current funds, subject to additions and deductions authorized in writing by the Contractor. Payments will be made on the basis of invoices provided for satisfactory services rendered by the Subcontractor on a monthly basis (unless otherwise provided in this Subcontract) and for which payment has been made to Contractor by the Owner. Retainage of 10% shall be deducted from each payment, to be paid to the Subcontractor only upon final completion of the Work, and verification that the Work fully complies with the terms of the Subcontract. If the Contract Documents allow Contractor partial payments for on-site stored materials, partial payments shall also be due Subcontractor in the amount of 90% of materials stored on-site which have been approved by Contractor and the Owner and for which payment has been made to Contractor by the Owner. If the Contract Documents allow partial payment for materials stored off-site, such payments shall be made to Subcontractor in the amounts and under the standards set forth in the Contract Documents for off-site stored materials which have been approved by Contractor and the Owner but only after Contractor's receipt of payment therefor from the Owner. For the purpose of determining partial payments, Subcontractor shall submit a breakdown of the total Subcontract price (showing the amount included therein in each principal category of work) to Contractor for approval within ten days of the execution of this Subcontract. In the event Contractor disapproves said breakdown, Contractor shall establish a reasonable breakdown which shall serve as the basis for partial payments.

b. Subcontractor shall ensure that all lower-tier subcontractors, suppliers and employees, at all times, are timely paid all amounts due in connection with the performance of this Subcontract. After the first partial payment hereunder, Contractor shall have the right to withhold any subsequent partial payments until Subcontractor submits evidence satisfactory to Contractor that all amounts owed in connection with performance of this Subcontract have been paid. Further, Subcontractor agrees that Contractor, after giving notice to Subcontractor, may pay all persons who have not been paid the monies due them in connection with this Subcontract whether or not a lien has been filed, unless Subcontractor, within 10 days of receipt of notice or such shorter period as Contractor finds necessary to meet its obligations to the Owner, (i) demonstrates that such sums are not due and (ii) provides Contractor adequate security.

c. In the event Contractor pays or indemnifies any person in accordance with this Subcontract, Subcontractor shall immediately reimburse Contractor for the full cost thereof. Subcontractor shall, to the extent that Contractor has not recovered said amounts pursuant to withholding, pay said amounts to Contractor upon demand. Subcontractor shall also immediately reimburse Contractor for any amounts paid under Contractor's payment bond in connection with this Subcontract and indemnified by Contractor.

d. All material and work incorporated into the Project or for which partial payment has been made shall become the property of Contractor, or, if the Contract Documents so provide, the property of the Owner; however, this provision shall not relieve Subcontractor from the sole responsibility and liability for all work and materials upon which payments have been made until final acceptance thereof by the Owner.

e. Contractor may withhold amounts otherwise due under this Subcontract or any other agreement between the parties to cover Contractor's reasonable estimate of any costs or liability Contractor has incurred or may incur for which Subcontractor may be responsible under this Subcontract or any other agreement between the parties. For purposes of this section, the phrase "any other agreement between the parties" shall be deemed to include any agreement between Subcontractor and Contractor or any joint venture or

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other entity in which Contractor has an ownership interest. Appropriate adjustments to withholdings shall be made when the exact amounts owed are determined.

f. Final payment, subject to withholdings permitted hereunder, shall not be due until after the last of the following to occur: after the Work has been completed and approved by the Owner, the entire Project is complete, all final payment prerequisites under the Contract Documents have been satisfied, satisfactory proof of payment of all amounts owed by Subcontractor in connection with this Subcontract has been provided and Contractor has been paid in full for the entire Project.

g. Subcontractor shall cooperate fully with Contractor in securing payment to Contractor by the Owner including but not limited to providing such supporting documentation as the Owner or Contractor may require.

h. Neither partial nor final payment shall constitute or imply acceptance of work or materials.

i. There shall be no additions or deductions to this Subcontract unless requested promptly by the Subcontractor and authorized in writing by the Contractor. Contractor shall not be liable for any such changes unless so authorized.

j. Subcontractor shall deliver to the Contractor partial releases and waivers of liens for Work previously performed as a precondition to subsequent payments. Subcontractor shall deliver to the Contractor final and unconditional release and waivers of liens prior to receipt of final payment. All such waivers and releases of liens shall be in the forms provided by the Contractor, and shall be duly executed by the Subcontractor. In addition, at Contractor's request, Subcontractor shall also provide similar waivers and releases of liens from sub-subcontractors, materialmen and suppliers employed by him on the Project on forms provided by Contractor. Subcontractor warrants that all such releases and waivers shall be executed by the duly authorized official of the appropriate party and agrees to hold the Contractor and Owner harmless from all costs attributable to any failure to provide said releases and waivers at the appropriate time.

k. If at any time the Contractor, in its sole and absolute discretion, determines that there is evidence of any claim of lien of any kind by any worker, sub-subcontractor, supplier or materialman employed by Subcontractor on the Project ("Claimant"), for which the Contractor or Owner may become liable, and such claim or lien is not settled after forty eight (48) hours notice from Contractor to Subcontractor, Contractor shall have the right, in its discretion and without prejudice to any other remedies it may have to summarily terminate this Subcontract, make payment in any amount directly and/or jointly to Claimant and/or Subcontractor or provide an indemnity bond, if appropriate, all without any liability to Contractor. Contractor shall have the right to deduct or retain the amount of any such lien, claim, bond premium, reasonable attorneys' fees or any other costs associated therewith from any payment then or thereafter due to the Subcontractor, who shall remain liable to and hold harmless Contractor for any damages sustained to discharging said claim or lien.

l. If required by Contractor, Subcontractor shall, as a condition precedent to any payments hereunder, furnish vouchers for all payments made under this Subcontract and receipted bills for all materials and labor used in connection with the Work, which form the basis for any requests for payment hereunder.

m. Subcontractor shall take all reasonable safety precautions with respect to his Work, shall comply with all safety measures initiated by the Contractor and with all Applicable Laws for the safety of persons or property. The Subcontractor shall report immediately to the Contractor any injury to any of the Subcontractor's employees at the site.

n. Subcontractor will be responsible for all materials, and Work product until it is satisfactorily installed in place and accepted by the Contractor.

o. Subcontractor shall comply on a timely basis with Federal, State and local tax laws, social security acts, unemployment compensation acts and workmen's compensation acts insofar as applicable to the performance of this Subcontract.

p. Subcontractor shall give all notices and comply with Applicable Laws. This includes but is not limited to notifying Miss Utility prior to excavation. Subcontractor shall secure and pay for all permits, fees and licenses necessary for the execution of the Work.

q. Subcontractor represents to Contractor that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, financed and approved to perform the Work. Subcontractor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Contractor, and shall hold Contractor and Owner free and harmless from all liability, costs and charges by reason of any act or representation of subcontractor, its agents or employees.

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r. Subcontractor shall have a responsible and competent representative of the firm, and authorized by the firm to receive direction from Contractor and to make commitments regarding the Work of this Subcontract, on site at all times while this Subcontractor is performing work on site. This representative will be available as requested for jobsite progress meetings to partake and assist in the coordination of the Work with the work of others.

s. Subcontractor shall abide by the Equal Employment Opportunity provisions of Executive Order No. 11246, as amended, and the Civil Rights Acts of 1964, as amended and the terms of Section 503 of the Rehabilitation Act of 1973 and the Subcontractor must be committed to take affirmative action to employ and advance in employment any qualified physically or mentally handicapped individual.

t. Drawings, specifications, shop drawings and other submittals, including those in electronic form, prepared by the Subcontractor are "Instruments of Service". Instruments of Service are and shall be the property of the Contractor pursuant to the assignment of copyrights provided herein. Notwithstanding anything to the contrary, the Subcontractor reserves and is hereby granted a perpetual, irrevocable, non-exclusive license to use and make derivative works from the Instruments of Service for the Project and other projects. The Contractor, not the Subcontractor, shall own the copyright to and in the Instruments of Service and, if and only to the extent necessary to effect such authorship, the Instruments of Service shall be considered a work made for hire. The Subcontractor hereby assigns its entire right, title and interest in the Instruments of Service and all such copyrights to the Contractor, excepting the license reserved and granted above. The copyright assigned includes, but shall not be limited to, all rights to derivative works. The Subcontractor agrees to sign all necessary or appropriate documents to register the copyright in the name of the Contractor (or the Contractor's assignee) or to assign such copyright to the Contractor. Such documents shall be prepared by the Contractor at the Contractor's expense, and the Subcontractor shall be required to sign them only upon the request of the Contractor. The Contractor may use the Instruments of Service in whole or in part or in modified form for such purposes as the Contractor may deem desirable without further employment or compensation to the Subcontractor. The provisions of this paragraph shall survive termination of this Agreement.

3. Schedule.

a. Subcontractor shall promptly commence the Work upon notice from the Contractor and shall perform the Work diligently and properly and with sufficient manpower so as not to delay the progress and completion of the Project. Subcontractor shall employ workers who will at all times work in harmony with other workers on the Project, coordinate the Work with and cooperate with all other subcontractors, mechanics, and materialmen so as to avoid conflict or interference with their work. **TIME IS OF THE ESSENCE.**

b. If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Work, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Contract Documents and of section a. above. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules.

c. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments or damages for delay only to the extent the Contract Documents entitle Contractor to damages or to a contract adjustment increasing the amount due to the Contractor from the Owner.

4. Changes

a. Contractor may, at any time, unilaterally or by agreement with Subcontractor, without notice to the sureties, make changes in the work covered by this Subcontract. Any unilateral order or agreement under this section shall be in writing. Subcontractor shall perform the work as changed without delay.

b. Subcontractor shall submit to Contractor any requests or claims for adjustment in the price, schedule or other provisions of the Subcontract for changes directed by the Owner, as a result of deficiencies or discrepancies in the Contract Documents, or for circumstances otherwise permitted by the Contract Documents. Said requests or claims shall be submitted in writing by Subcontractor in time to allow Contractor to comply with the applicable provisions of the Contract Documents. Contractor shall process said requests or claims in the manner provided by and according to the provisions of the Contract Documents so as to protect the interest of Subcontractor and others including Contractor. Subcontract adjustments shall be made only to the extent that Contractor is entitled to relief from or must grant relief to the Owner. Further, each Subcontract adjustment shall be equal only to Subcontractor's allocable share of any adjustment in Contractor's contract with the Owner. Subcontractor's allocable share shall be determined by Contractor, after allowance of Contractor's normal overhead and profit on any recovery and Contractor's expense of recovery, by making a reasonable apportionment, if applicable,

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between Subcontractor, Contractor and other subcontractors or persons with interests in the adjustment. This section shall also cover other equitable adjustments or other relief allowed by the Contract Documents.

c. Payment on account of pending changes made by the Owner shall be made only if Contractor receives such payment from the Owner for Subcontractor's changed work. Each payment to Subcontractor on account of pending change orders shall be equal to Subcontractor's allocable share of Contractor's payment from the Owner for the pending change as determined by Contractor. Amounts paid on account of pending changes are provisional and not an admission of liability and shall be repaid to Contractor on demand whenever Contractor determines there has been an overpayment.

d. For changes ordered by Contractor independent of the Owner or the Contract Documents, Subcontractor shall be entitled to equitable adjustment in the Subcontract price. If Subcontractor considers any action or inaction by Contractor other than a formal change order to be a change, it shall so notify Contractor within three (3) days of said action or inaction and seek a confirmation from Contractor. Failure to comply with said confirmation procedure shall constitute a waiver of the right to compensation for the action or inaction.

e. Subcontractor shall within seven (7) days of a Contractor request submit a reasonable price quotation for proposed changes. If Subcontractor does not and Contractor is required to submit a price quotation to the Owner which includes a proposed change to the Work, Contractor shall use its best estimate of the proposed change as it affects the Subcontract in its quotation to the Owner, which estimate shall be the maximum equitable adjustment due to Subcontractor.

5. Failure to Perform

a. If at any time the Subcontractor fails to perform its obligations and requirements under the Subcontract in such a way that the Contractor, in its judgment, believes may potentially bring financial or other harm to the Contractor, the Owner, or other parties associated or affected by the Project, the Contractor, at its option, after serving three (3) days' written notice, unless the condition specified in such notice shall have been eliminated within such three (3) days, without voiding the other provisions of this Subcontract and without notice to the sureties, may (i) take such steps as are necessary to overcome the condition, in which case the Subcontractor shall be liable to Contractor for the cost thereof, (ii) terminate for default Subcontractor's performance of all or a part of the Subcontract work, or (iii) obtain specific performance or interlocutory mandatory injunctive relief requiring performance of Subcontractor's obligations hereunder, it being agreed by Subcontractor that such relief may be necessary to avoid irreparable harm to Contractor and/or the Owner. In the event of termination for default, Contractor may, at its option, (a) enter on the premises and take possession, for the purpose of completing the Work, of all materials and equipment of Subcontractor, (b) take assignment of any or all of Subcontractor's subcontracts and purchase orders, and/or (c) either itself or through others complete the work by whatever method Contractor may deem expedient. In case of termination for default, Subcontractor shall not be entitled to receive any further payment until the Work shall be fully completed and accepted by the Owner and payment in full made by the Owner. At such time, if the unpaid balance of the price to be paid hereunder shall exceed the expense incurred by Contractor including overhead and profit, such excess shall be paid by Contractor to Subcontractor. If such amount shall exceed such unpaid balance, the Subcontractor shall pay Contractor the difference on demand.

b. If Contractor wrongfully exercises its option under paragraph (a)(i) above, that action shall be treated as a deductive change. If Contractor wrongfully exercises its option under paragraph (a)(ii) above, that termination for default shall be considered a termination for Contractor's convenience and Subcontractor shall be entitled to the applicable compensation provided in paragraph (c) below. Subcontractor's remedies under this Section 5. shall be exclusive. Nothing herein shall bar withholdings by Contractor permitted by other provisions of this Subcontract.

c. Contractor shall have the right to terminate for convenience Subcontractor's performance of all or a part of the Work by providing Subcontractor with a written notice of termination for convenience, to be effective upon receipt by Subcontractor. If there has been a termination of Contractor's contract with the Owner, the Subcontractor shall be paid the amount due from the Owner for its Work, as provided in the Contract Documents, after payment therefor by the Owner to Contractor. If Contractor's contract has not been terminated, Subcontractor shall be paid the reasonable value of Work performed by Subcontractor prior to termination plus reasonable direct close-out costs but in no event shall Subcontractor be entitled to unabsorbed overhead or anticipatory profit. If no Work has been performed by Subcontractor at the time of termination, Subcontractor shall be paid the sum of \$100.00 for its undertaking an obligation to perform.

6. Subcontractor's Liability

a. Subcontractor hereby assumes the entire responsibility and liability for all services, work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Subcontractor until final acceptance of work by the Owner. In the event of any loss, damage or destruction thereof from any

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cause, Subcontractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's cost.

b. Subcontractor shall be liable to Contractor for all costs Contractor incurs as a result of Subcontractor's failure to perform this Subcontract in accordance with its terms. Subcontractor's failure to perform shall include the failure of its lower-tier subcontractors and suppliers to perform. Subcontractor's liability shall include but not be limited to (1) damages and other delay costs payable by Contractor to the Owner; (2) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Subcontractor-caused delays or improper Subcontractor work; (3) warranty and rework costs; (4) liability to third parties; (5) excess re-procurement costs; (6) consultants' fees; and (7) attorneys' fees and related costs.

c. If any person (including employees of Subcontractor) suffers injury or death or any property is damaged, lost or destroyed, as a result, in whole or in part, of Subcontractor's acts or omissions, whether or not involving negligence of Subcontractor, his employees, agents or lower-tier subcontractors, Subcontractor assumes the liability therefor and shall indemnify and hold harmless therefrom the Owner and Contractor and their members, officers, directors, agents, servants, employees, lenders and sureties (collectively, "Indemnified Parties"). With respect to any action involving Subcontractor's acts or omissions, (i) Subcontractor shall at its own expense defend the Indemnified Parties, and (ii) Subcontractor shall pay all costs and expenses, including attorneys' fees, of, and satisfy all judgments entered against, the Indemnified Parties. Nothing herein shall preclude Contractor from participating in any such defense. Subcontractor's assumption of liability herein is in addition to assumption of all liabilities on account of or in any way related to the Work which Contractor has assumed under the Contract Documents or under agreements with third parties who may be affected by construction of the Project.

d. In the event that Subcontractor or any of its agents, employees, suppliers, or lower-tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items belonging to or under the control of Contractor, Subcontractor shall be liable to Contractor for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be due solely to the negligence of Contractor employees operating Contractor-owned or Contractor-leased equipment.

e. Subcontractor's assumption of liability is independent from, and not limited in any manner by, the Subcontractor's insurance coverage obtained pursuant to Section 7 below, or otherwise. All amounts owed by Subcontractor to Contractor as a result of the liability provisions of this Subcontract shall be paid upon demand. To the extent Subcontractor's professional liability insurance carrier (or the provider of any other professional liability insurance applicable to the Work) does not permit Subcontractor from defending the Indemnified Parties as required hereunder, Subcontractor shall not be required to provide such defense, but shall be responsible for all costs incurred by the Indemnified Parties in connection with such defense as set forth above.

7. Insurance.

a. Prior to commencing Work hereunder, Subcontractor shall procure, with all of the Indemnified Parties as additional insureds (except with respect to worker's compensation and professional liability insurance) and thereafter maintain, at its own expense until expiration of Subcontractor's obligations under the Subcontract, insurance coverage required by Attachment "D" with insurers, in amounts and in all other respects satisfactory to Contractor. Subcontractor shall furnish a certificate evidencing such insurance which shall contain the following statement: "Ten (10) days written notice of cancellation or change will be given to Contractor before any cancellation or any change of this policy will be effective." In the event of any cancellation or any policy change not acceptable to Contractor, Contractor reserves the right to provide proper insurance coverage for that canceled or changed policy and to charge any premium expense thereof to Subcontractor and to deduct such costs from any amounts due or becoming due to Subcontractor hereunder.

b. Subcontractor waives all rights of recovery against Contractor, the Owner, and such other parties as are required by Contractor and/or the Contract Documents, for losses within the scope of Subcontractor's insurance.

c. Upon request, Subcontractor shall provide Contractor with certified copies of insurance policies required by Article 7.a.

8. Settlement of Disputes

a. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim and the matter shall be resolved as set forth in this Section 8. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided below. In addition to notice required by the Contract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after

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Subcontractor's knowledge of the claim, and if subsection b. below is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Contract Documents.

b. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Contract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Contract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Contract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Contract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Work, whenever Contractor is permitted to do so by the terms of the Contract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Contract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees. The Subcontract price shall be adjusted by Subcontractor's allocable share of any recovery from the Owner, after deduction of Contractor's costs on account thereof.

c. To the extent not resolved under paragraph b above, any dispute between Contractor and Subcontractor shall, at Contractor's sole option, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. If Contractor elects to arbitrate, then the arbitration shall be in the District of Columbia. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. Upon its request, Contractor shall be entitled to consolidation or joinder of any arbitration involving Subcontractor with related arbitrations involving other parties. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction. If Contractor notifies Subcontractor that Contractor contends any arbitration or lawsuit brought under this paragraph c involves a controversy within the scope of paragraph b, the dispute process shall be stayed until the procedures under paragraph b. are completed. In the event of any lawsuit under this clause, the Courts of the District of Columbia shall have sole and exclusive jurisdiction. DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY. Subcontractor hereby consents to jurisdiction and venue in the District of Columbia.

9. Warranty

Subcontractor warrants its work hereunder to Contractor on the same terms, and for the same period, as Contractor warrants the work to the Owner under the Contract Documents; and, with respect to the Work, Subcontractor shall assume all warranty obligations and responsibilities of Contractor under the Contract Documents.

10. Assignment and Subcontracting

a. Subcontractor shall not assign or transfer this Subcontract, or funds due hereunder, without the prior written consent of Subcontractor's surety, if any, and Contractor. Contractor shall not unreasonably withhold its consent to the assignment of funds due hereunder. Sub-subcontractors and suppliers of Subcontractor are subject to the provisions of this Subcontract, and Subcontractor shall insert in Subcontractor's subcontracts and purchase orders all provisions required by the Contract Documents or necessary to enable Subcontractor to comply with the terms hereof. Subcontracting by Subcontractor shall not abrogate any obligation of Subcontractor under this Subcontract.

b. Subcontractor, by execution of this Subcontract, contingently assigns to Contractor all Subcontractor's subcontracts and purchase order. The assignment of each of Subcontractor's subcontracts shall take effect only upon Subcontractor's termination for default under Section 5. and Contractor's affirmative acceptance of the assignment of the specific subcontract or purchase order by written notice to Subcontractor and Subcontractor's subcontractor. Contractor shall have no liability to any of Subcontractor's subcontractors or suppliers unless and until Contractor affirmatively accepts the assignment as provided above.

11. Patents and Royalties

Except as otherwise provided by the Contract Documents, Subcontractor shall pay all royalties and license fees which may be due with respect to its Work. Subcontractor shall defend all suits or claims for infringement of any patent rights that may be brought against Contractor or the Owner arising out of its Work, and shall be liable to Contractor and the Owner for all loss, including all costs and expenses, on account thereof.

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12. Taxes and Permits

a. Except as otherwise provided by the Contract Documents, Subcontractor agrees to pay and comply with and hold Contractor harmless against the payment of all Federal, state and local contributions, taxes, duties or premiums arising out of the performance of this Subcontract, and all sales, use or other duties or taxes of whatever nature levied or assessed against the Owner, Contractor, or Subcontractor arising out of this Subcontract, including any interest or penalties. Subcontractor waives any and all claims for additional compensation because of any new duties or taxes or any increase in the aforementioned duties or taxes unless payment therefor is specifically provided for in the Contract Documents.

b. Subcontractor shall obtain and pay for all permits, licenses, fees and certificates of inspection necessary for the prosecution and completion of the Work. Subcontractor shall arrange for all necessary inspections and approvals by public officials.

13. Interpretation of Contract Documents

a. It is the intention of the parties that all terms of this Subcontract are to be considered as complementary. However, in the event that such an interpretation is not possible, the order of precedence of the documents forming this Subcontract shall be (1) modifications of any documents forming part of this Subcontract; (2) this Subcontract, unless the Contract Documents impose a higher standard or greater requirement on Subcontractor, in which case the Contract Documents; (3) the Contract Documents, unless the provisions of (2) apply.

b. In the event of a conflict between or among modifications, the later in date shall prevail; in the event of a conflict between or among the terms of this Subcontract, the higher standard or greater requirement for Subcontractor shall prevail; and in the event of a conflict between or among the terms of the Contract Documents, the higher standard or greater requirement for Subcontractor shall prevail.

c. Except as otherwise provided, all references herein to days shall be to calendar days.

d. Termination hereunder shall not relieve Subcontractor from obligations in connection with Work performed prior to termination, including, but not limited to, provisions regarding indemnification, or abrogate any provisions herein dealing with resolution of disputes.

14. Miscellaneous

a. The Subcontract shall not be assigned or conveyed by either party.

b. This Subcontract constitutes the entire understanding between the parties. Any alteration or modification to this Subcontract shall be in writing and signed by both parties. The forbearance of any right hereunder in the instance of any one or more violations of any provision herein contained shall not constitute a waiver of any of the terms and conditions of this subcontract on that occasion or in the future. If one or more of the provisions of this Subcontract or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions hereof and any application thereof shall in no way be affected or impaired.

This Subcontract executed the day and year first written above.

CONTRACTOR:

SUBCONTRACTOR:

By: _____

By: _____

Date: _____

Date: _____

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All details, standard provisions and code requirements that are incorporated by reference in any of the Contract Documents or required normally to complete a project of this type are part of this Subcontract and will be enforced.

Contract Documents are as follows:

Standard form of Agreement Between Owner and Contractor dated _____, 201_, including all Exhibits attached.

Supplemental General Conditions for this project are as follows:

1. Within fifteen (15) days of receipt of this Subcontract, your firm must submit the following:
 - a. The necessary insurance certificate required by the Subcontract (See Attachment "D" of this Subcontract). The Subcontract **number** and **location of the project** must be shown in the space provided (under description on Certificate of Insurance). No work on site can commence until a proper insurance certificate has been received. Failure to provide an insurance certificate prior to scheduled start date will constitute a delay to the project.
 - b. An itemized payment breakdown, listing the value of material and/or labor for each item of work your firm is performing, on AIA Document G702 and G703.
 - c. A list of drawings, schedules, brochures, and samples that your firm intends to submit to meet the Subcontract requirements. A complete submittal schedule must be forwarded for your work within two (2) weeks of the award of this subcontract.
 - d. A list of the names of your major Subcontractors and/or suppliers, with area code and phone number. A listing of fabrication, delivery, and installation schedules for the major aspects of your work. Subcontractor will immediately advise the Contractor of any events or conditions which would delay or change these schedules in any way.
2. Failure to receive your signed Subcontract and any of the above items will delay the processing and payment of your monthly requisition.
3. Subcontractor's application for payment shall be made on AIA Document G702 and G703. These applications for payment are due in Contractor's main office, by the 20th of each month for work in place and material acceptably stored through the end of each month.
4. Subcontractor is expected to clean up his trash on a daily basis. If this requirement is not met after 24 hours notice from Contractor. Contractor reserves the right to complete the work and bill the Subcontractor for the necessary trash clean up and the pro-rated amount of any dump charges. Any products or items utilized in the performance of this Work not suitable for disposal in a dumpster will be the responsibility of the Subcontractor to remove from the site and ensure proper disposal.

In addition to the aforementioned clean up, Subcontractor will provide adequate manpower for the sole purposes of cleaning up unidentified debris, i.e., snack and lunch trash, newspaper, etc. This clean up will be performed on a daily basis or as designated by the Contractor.

In the event that the Contractor is fined by OSHA or any other governmental agency for any safety violation for which this Subcontractor is responsible, the Subcontractor will be solely responsible for the cost of the fine and Contractor will deduct the amount of the fine from the Subcontract amount. The parties acknowledge and agree that the Contractor's responsibility for review, monitoring and coordination of the safety programs of Subcontractors shall not extend to direct control over execution of Subcontractors' safety programs. Each Subcontractor shall remain the controlling employer with respect to its portion of the Work and shall be responsible for the safety programs and precautions applicable thereto as well as the activities of others' work in areas designated to be controlled by such Subcontractor.
5. Subcontractor is required to conduct weekly safety meetings.
6. The Subcontractor will not be allowed to make substitutions except as authorized by the Contractor. Subcontractor will be responsible for any delays or additional costs that are a result of substitutions. Deficiencies in substitutions are the sole responsibility of Subcontractor including any changes to other work resulting from the proposed substitution.
7. Subcontractor is to ensure that all materials are delivered at the time required. If any items of material cannot be delivered timely, thereby causing delay in the Work, Subcontractor is to notify Contractor immediately. Storage of materials on site will be restricted and material deliveries, jobsite offices, etc., must be coordinated with Contractor. Subcontractor will provide

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Contractor with a 48-hour notice of all deliveries to the jobsite. Contractor reserves the right to refuse any deliveries that Subcontractor has not coordinated or given proper notification for. Subcontractor shall be accountable for all impacts associated with any delivery refused under these circumstances.

8. Subcontractor will perform all cutting and/or patching associated with his work unless specifically excluded in this agreement.
9. Every effort has been made to set forth in the Subcontract and Contract Documents the complete scope of this Subcontract. The Subcontractor is nevertheless cautioned that minor omissions or discrepancies in the Contract Documents and Subcontract shall not excuse him from providing a complete Project in accordance with the intent of the Subcontract. It will be the responsibility of the Subcontractor to bring any conflicts, omissions, or discrepancies to the attention of the Contractor. After execution of the Subcontract, the Subcontractor will be deemed to have included the most expensive manner of completion.
10. Subcontractor shall furnish adequate manpower and materials in a timely fashion in order to keep pace with the job progress. If Contractor determines that job progress is suffering, Subcontractor shall work overtime and/or increase manpower at no additional cost to Contractor. Saturday will be considered a make-up day for lost time during the week. Time is of the essence. Subcontractor will perform diligently, without compromise to quality, to mutually agreed upon master and short term schedules and milestones provided by Contractor.
11. The Contractor may at any time during the progress of this Work make additions to, alterations in, or deviations from the Contract Documents or scope of work and the Subcontractor shall diligently perform the Work as altered when directed in writing by the Contractor. No changed work shall be considered as extra unless authorized in writing in advance, by the Contractor.

In the event of any dispute concerning the scope of work or the amount of compensation payable, there shall be no delay or work stoppage by reason thereof and the Subcontractor will diligently proceed with the Work upon written directive from Contractor, subject to any later determination of the rights of the parties.

12. Right to Know Law:

Provide the Contractor with a chemical information list for all chemicals and hazardous materials to be used on site by Subcontractor. This is to satisfy the Hazardous Toxic Substance Right to Know Law. Further, this is to inform Subcontractor that the Contractor maintains its complete Hazardous Material Program Chemical Information List and Material Safety Data Sheets inside of the Site Manager's office. Subcontractor is entitled to a copy of the chemical information list. Subcontractor shall observe and comply with Safety requirements of the 29CFR1926 OSHA standards for hazard communication program.

13. Subcontractor understands the intent of the Contract Documents is to call for finished work, tested, and ready for operation. Any apparatus, appliances, materials, or work not indicated on the drawings but mentioned in Specifications or vice versa, necessary to make the Work complete and perfect in all respects and ready for operation, shall be furnished, delivered and installed by the Subcontractor without additional expense to Contractor.
14. Subcontractor is responsible for the complete layout of his work including the timely coordination of his work with other trades. Control Lines will be provided on a floor-by-floor basis by others, and are to be coordinated with Subcontractor's activities.
15. A 'punchlist' will be issued by the Contractor after the Subcontractor completes his work. Subcontractor shall complete punch lists within one working week after notification.
16. Subcontractor will be responsible for providing and locating all necessary sleeves and/or openings for his work in the decks and/or masonry walls in a timely manner, so as not to delay any other operations. Subcontractor will be responsible for monitoring and insuring the correct placement of his sleeves and openings. Any corrective work necessary for locating and installing sleeves and/or openings will be the responsibility of this Subcontractor, including structural repairs, fireproofing, x-rays and sealing, etc. Core drilling and cutting locations to be pre-approved by Contractor prior to commencement of the Work.
17. It will be the responsibility of this Subcontractor to maintain an up to date as-built set of drawings for his entire scope of work. As-built drawings may be subject to periodic review by Contractor. Final Payments may be retained until satisfactory as-built drawings have been delivered to the Contractor.
18. There shall be no cost escalation for the duration of the project.
19. No work will commence or construction equipment start-up before 7:00 AM on Monday through Friday, and 8:00 AM on Saturday. Subcontractor will be responsible for the actions of all employees, subcontractors, vendors and truck drivers utilized in the performance of this contract. Idling trucks prior to authorized start time will also not be allowed.

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20. Subcontractor will properly stage truck and equipment movements to mitigate impacts to the surrounding community. Provide any required traffic control measures for your work, including signage, barricades, and flagmen to mitigate any impact to travel on streets adjacent to the site.
21. Under no circumstances shall adjacent property owner's driveways, delivery/receiving areas or trash removal services be impeded in any way.
22. Extra work tickets will not be honored unless signed by Contractor. It is the responsibility of the Subcontractor to submit extra work tickets, for signature, to the Contractor on a daily basis. Contractor reserves the right to refuse any extra work ticket received more than 24 hours after the performance of the work. Extra work performed on ticket must be priced and submitted within ten (10) working days of said ticket or such will be considered void. Subcontractor will limit mark-up on change order work not to exceed 10% overhead and 5% profit on self-performed work, and 10% total on work performed by subcontractors of all tiers.
23. It is the intent of this Agreement that the Work performed pursuant thereto be complete and acceptable in every respect. The descriptions of the Work included herein are clarifications of specific items and are not intended to limit the scope of work required or reasonably inferred for complete systems per the Contract Documents.
24. Subcontractor will submit a completed Subcontractor Daily Report form to Contractor on a daily basis.
25. Subcontractor is responsible for the immediate replacement and restoration of any perimeter fencing or fall protection devices removed during the performance of the work.
26. No smoking will be allowed in the building once it is closed in.
27. Subcontractor will give Contractor 48-hour notice prior to all required testing and inspections. Additionally, Subcontractor will also give 24-hour notice of intent to perform any overtime or off-hours work.
28. Subcontractor will work in cooperation with the testing agency and will allow reasonable time for inspections to take place, and will not cover up any untested work. Subcontractor will report to Contractor immediately upon discovery any conditions not in compliance with plans and specifications.
29. Construction personnel are not to loiter on the site, nor are they to congregate at adjacent properties, impede business establishments, the neighborhood or harass pedestrians in any way. Unacceptable behavior will result in employee's removal from the project. Subcontractor shall be responsible for notifying all employees, subcontractors, vendors, truck drivers, and deliveries utilized in the performance of their work of the project rules and regulations.
30. Parking for Subcontractor personnel is the responsibility of the Subcontractor.
31. All work, including material and labor, carries a full warranty of two years, unless otherwise required by law or contract. Any work performed under warranty will be coordinated directly with the unit owner unless otherwise directed by Contractor. Subcontractor will provide competent supervision while performing warranty related work. Any warranty work performed shall extend warranty for that specific work.

This Subcontract includes the furnishing of all labor, material, tools, equipment, scaffolding, hoisting, drawings, applicable taxes and permits, and proper competent Supervision necessary and incidental to expeditiously perform all Hazardous Material Abatement found in and required by ECS Hazardous Material Survey Report for Riverside Baptist Church dated October 7, 2016, in accordance with all applicable District of Columbia, DOEE, EPA, and OSHA regulations. This scope of work includes, but is not limited to, the items listed below:

EXHIBIT D

INSURANCE REQUIREMENTS

1. The Subcontractor shall procure and maintain in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described below. The insurance described in this Exhibit shall be placed with insurance companies rated at least A-/VIII by the most recent edition of Best's Rating Service, in effect when such insurance is procured or renewed (unless otherwise approved by the Owner) and which are licensed to do business, and "admitted," in the District of Columbia. All policies shall be written on an occurrence basis.

1.1 **Worker's Compensation.** Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all statutory requirements. Such insurance shall include Employer's Liability with limits of \$500,000 for each accident, \$500,000 for each disease, and \$500,000 for each employee for disease.

1.2 **Business Automobile Liability Insurance.** Automobile Liability Insurance in the Subcontractor's name including non-owned and hired motor vehicle coverage shall not be less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage.

1.3 **Commercial General Liability Insurance.** Commercial General Liability Insurance in Subcontractor's name which shall include: Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage coverage, with combined single limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 general aggregate limit on a per location basis. Such policy must be further endorsed to:

(a) Name all Contractor and Owner Indemnitees each of their respective affiliates, subsidiaries, parent corporations, directors, officers, shareholders, employees and agents as additional insureds. The policies shall provide coverage for additional insureds which is at least as broad as that provided to Subcontractor and shall not contain any exclusionary language or limitations applicable to additional insureds which are not applicable to Subcontractor.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against Owner and each of the other additional insureds.

(d) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.

(e) Provide products liability and completed operations coverage, extending for not less than 2 years after Final Completion of the Work, and continue to name the Contractor and Owner and the other Owner Indemnitees as additional insureds

(f) Provide personal liability coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and discrimination.

(g) Contingent Employer's liability coverage

(h) Blanket contractual liability coverage, including the liability assumed by the Subcontractor under the terms of the General Conditions;

(i) Elevator and Hoist liability coverage, as applicable.

(j) Coverage for shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.

(k) The “warranty” endorsement, if any, shall contain “endeavor to” wording and shall not provide that coverage is impaired or barred in the event of non-compliance with the warranty or other conditions listed in the endorsement.

(l) If reasonably available, policies shall be silent (no exclusion) as to coverage for subsidence/earth movement and for mold/microbials, and there shall be no sublimits on such coverages.

1.4 **Excess Liability Insurance.** Excess Liability Insurance coverage with limits of not less than \$10,000,000 per occurrence and annual aggregate, or limits carried, whichever are greater, at least as broad as the underlying policies (Employer's Liability, General Liability, Automobile Liability). Subcontractor shall have this policy endorsed to cover Contractor, Owner and the Owner Indemnitees as additional insureds.

3. **Terms and Conditions.**

3.1 Simultaneously with execution of this Agreement, the Subcontractor shall file with the Owner one (1) valid/original certificate of insurance, including the required amendatory riders and endorsements, evidencing that all required insurance is in force, executed by an authorized representative of the insurance company. At Contractor and/or Owner’s request, Subcontractor shall provide copies of the underlying policies.

3.2 Subcontractor shall maintain current/valid certificates which shall be kept on file with the Contractor and Owner at all times during the performance of the services rendered pursuant to this Agreement.

3.3 The Subcontractor shall not make changes in any required insurance without thirty (30) days prior notice to the Contractor and Owner and all other additional insureds and shall not allow the required insurance coverages to lapse.

3.4 All policies for insurance must be endorsed to contain a provision giving Contractor and Owner, other additional insureds and any mortgagee a thirty (30) day prior written notice by registered mail of any cancellation of that policy or material change in coverage.

3.5 All certificates of insurance and all notices required pursuant to this Exhibit must be sent to the attention of:

Wharf District Master Developer LLC
690 Water Street, S.W.
Washington, DC 20024

AND

The Hudson Group, Inc.
Attn: Peter Hudson
phudson@thehudsongroup.net
20303 Stedmall Place
Montgomery Village, MD 20886

3.6 Receipt and review by Contractor and Owner of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance, shall not relieve the Subcontractor of its obligation to comply with the insurance provisions of this Agreement.

3.7 The insurance provisions of this Agreement shall not be construed as a limitation on the Subcontractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

3.8 The following parties shall be named as additional insureds on all of the policies required by this Exhibit (other than Worker’s Compensation):

Additional insureds:

- 1. Wharf District Master Developer LLC**
- 2. Hoffman-Struever Waterfront LLC**
- 3. Hoffman-Madison Waterfront LLC**
- 4. PN Hoffman & Associated Inc.**
- 5. Madison Marquette**
- 6. E.R. Bacon Development LLC**

The Wharf – Phase 2 Abatement and Hazardous Material Removal

EXHIBIT

CBE AND FIRST SOURCE AGREEMENTS

EXCERPT FROM “PRIVATE IMPROVEMENTS CONSTRUCTION AGREEMENT”

ARTICLE IV

**REQUIRED LABOR/TRADE APPRENTICESHIP
AND TRAINING PROGRAM**

Section 4.1 Master Developer Commitment. During the development of the Development Property, Master Developer, working in collaboration with general contractors and community partners, shall use Commercially Reasonable Business Efforts to recruit capable employees, apprentices and trainees from the community. Together with local agencies, federal agencies and building trades, Master Developer shall also develop an effective employment and apprenticeship plan for the development of the Development Property using pre-apprenticeship programs and registered apprenticeship programs. Master Developer, by itself or through its affiliates and/or contractors, shall also establish a pre-apprenticeship program, working with organizations with proven track records to provide the life skill, job readiness, and post-employment support to D.C. residents so they are both prepared to enter into registered apprenticeship programs and also achieve long-term success. As part of these efforts, the general contractors may administer their own pre-apprenticeship and registered apprenticeship programs or participate in outside registered apprentice programs run by community partners such as those provided by the trade unions or trade associations. Additionally, in furtherance of the commitment made by Master Developer, Master Developer shall undertake the following actions.

- (a) Intentionally omitted from excerpt.
- (b) Intentionally omitted from excerpt.
- (c) Intentionally omitted from excerpt.
- (d) Intentionally omitted from excerpt.
- (e) Intentionally omitted from excerpt.
- (f) Master Developer shall include the provisions set forth herein at Section 4.4 in all construction contracts entered into with general contractors for the construction of Parcel Improvements; however, the clauses prescribed for construction contracts entered into with general contractors in Section 4.4 shall only apply directly to Master Developer if itself is a general contractor for the construction of improvements upon the Parcels.

Section 4.2 Intentionally omitted from excerpt.

Section 4.3 Information. To the extent information is in its possession or can be obtained with Commercially Reasonable Business Efforts, Master Developer shall promptly provide to GSA upon GSA’s written request, information reasonably sought regarding Master Developer’s compliance with this Article IV, provided, however, that to the extent such information relates to the activities of the general contractors and is not in Master Developer’s possession, Master Developer shall use Commercially Reasonable Business Efforts to promptly provide to GSA upon GSA’s written request the information reasonably sought regarding the general contractors’ compliance with the clauses and requirements to be included in construction contracts pursuant to this Article IV.

Section 4.4 Contractual Provisions; Contractor Requirements. Master Developer shall cause the construction contracts entered into with general contractors for construction of Parcel Improvements upon the Parcels (excluding contracts solely for supplies and materials) to include (A) the clause at 48 C.F.R.

Section 52.222-9, as amended, (B) a clause requiring such general contractors to participate in apprenticeship programs with registered apprenticeship programs that maintain their status as registered apprenticeship

programs and are operated in accordance with the requirements set forth in 29 C.F.R. Part 29, and (C) a clause requiring such general contractors, except when not commercially reasonable to do so (such commercial reasonableness shall be determined based upon many factors, including, without limitation, the number of employees performing work under the subcontract, the nature of the work to be performed under the subcontract, and the period of training required), to cause their respective subcontracts for construction of such Parcel Improvements to include the clauses set forth in the foregoing items (A) and (B) with respect to subcontracts under such subcontracts. In addition, Master Developer shall cause the construction contracts entered into with general contractors for construction of Parcel Improvements upon the Parcels to include (Y) a clause requiring such general contractors to promptly provide to GSA upon GSA's, or Master Developer's, written request the information reasonably sought regarding such general contractor's and its subcontractors' compliance with the clauses and requirements to be included in the construction contracts pursuant to this Article IV, including the following information (including, without limitation, the requirements of Section 4.5 below), and (Z) a clause requiring such general contractors to cause their respective subcontracts for construction of such Parcel Improvements to include a clause requiring such subcontractors to promptly provide to GSA upon GSA's or Master Developer's written request the information reasonably sought regarding such subcontractor's compliance with the clauses and requirements to be included in the construction contracts pursuant to this Article IV (including, without limitation, the requirements of Section 4.5 below), in each case (Y) and (Z), including the following information:

- (a) the trades to be subcontracted and those to be self-performed by the general contractor;
- (b) the percentage of trades (and subcontracts), if any, to be awarded to entities using registered apprenticeship programs (if the general contractor is self-performing, identifying this information as it applies to such trades);
- (c) with respect to any such trades or subcontracts to be awarded to registered apprenticeship programs, the target number of apprenticeships to be employed, as well as the plan for recruitment and training of apprenticeships;
- (d) information on any new pre-apprenticeship or apprenticeship programs to be initiated as a result of the Parcel Improvements; and
- (e) a complete list of specific training courses used by the registered apprenticeship programs, together with the following information regarding any safety training provided for registered apprentices: (i) approximately how much time is devoted to safety training by craft, and (ii) what steps are taken to ensure that the safety training is conducted in an effective manner.

Section 4.5 No Changes. The registered apprenticeship programs used in the construction of Parcel Improvements upon the Parcels shall be subject to approval by GSA, which approval shall not be unreasonably withheld, conditioned or delayed, and may not be materially changed without GSA's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, provided, however, GSA's approval of any such change shall not be required if any such change results in requirements in excess of those GSA originally approved or is due to requirements of federal, state or local laws, statutes, rules, regulations, ordinances, codes, requirements, judicial and administrative orders, consents, decrees, writs, injunctions and judgments, to the extent such laws and other matters are in addition to others that might otherwise apply. Master Developer shall cause the construction contracts for all general contractors for construction of Parcel Improvements upon the Parcels to include (A) the requirements set forth in this Section 4.5, and (B) a clause requiring such general contractors to cause their respective subcontracts for construction of such Parcel Improvements to include the requirements set forth in this Section 4.5.

EXHIBIT L

PRICA, First Source and CBE Requirements

Annex 2 – First Source Fact Sheet

THE D.C. DEPARTMENT OF EMPLOYMENT SERVICES FIRST SOURCE EMPLOYMENT AGREEMENT PROGRAM

EMPLOYER FACT SHEET

PURPOSE

The purpose of the First Source Employment Agreement (FSEA) Program is to ensure that District residents are given priority for new jobs created by municipal financing and development programs.

LEGISLATIVE AUTHORITY

Mayor's Order 83-265, D.C. Law 5-93 as amended, D.C. Law-14-24 and the Way to Work Amendment Act of 2006.

WHAT IS A FIRST SOURCE EMPLOYMENT AGREEMENT?

You will complete and sign the First Source Employment Agreement as part of your contractual documents with the District of Columbia Government. For the purposes of First Source, contractual documents are considered financial loans, bonds, tax increment financing, zoning applications, financial banking institutions which serve as a repository for \$1 million or more of District funds, street or alley closings, leasing agreements of real property for one year or more, Exclusive Right Agreements, grants, contracts, and subcontracts. The only retail or commercial tenants that must comply with First Source Agreements are ones that are the direct beneficiaries of District government economic development action, including tax abatement and land transfers for public development.

Signing a First Source Employment Agreement means you agree to use the D.C. Department of Employment Services (DOES) as your *first source* in recruiting and hiring for new jobs created by the government-assisted project.

REQUIREMENTS & EXEMPTIONS

Requirements

- Beneficiaries of government-assisted projects of \$100,000 or more must enter into a First Source Employment Agreement.
- 51% of new hires must be District residents.
- 35% of new apprentices and trainees must be DC residents.
- These provisions apply to contractors as well as subcontractors.
- DOES requiring employer to submit monthly contract compliance reports and are subject to on-site monitoring.

Exemptions

- Nonprofit organizations with 50 or less employees.
- Jobs to be filled by current employees.
- Contractors outside the Washington Standard Metropolitan Statistical Area that will perform no work in the area.
- Jobs to be filled by laid-off workers.
- If a labor agreement conflicts with any labor or government regulation, these laws prevail.

WAIVERS

By law, the Contracting Officer may waive the provision that 51% of new employees must be District residents if:

- A good faith effort to comply is demonstrated by the employer.
- Employer enters into a workforce development training or placement arrangement with DOES.
- DOES certifies an insufficient number of DC residents in the labor market possess the required skills.

PENALTIES AND APPEALS PROCESS

The Contracting Officer may impose penalties, including monetary fines of 5% of the direct and indirect costs of the contract, for the following:

- Willful breach of the employment agreement.
- Failure to submit contract compliance reports.
- Deliberate submission of falsified data.

Employers may appeal a decision of the Contracting Officer to the Contract Appeals Board as provided in the contract.

BENEFITS TO EMPLOYERS

- **Recruitment** –Your jobs will be advertised through the DOES’ Virtual One-Stop System at www.dcnetworks.org, schools, including colleges, Advisory Neighborhood Commissions, community organizations, and various media outlets.
- **Reduce interviewing time** – DOES will recruit, pre-screen, and refer qualified applicants to fulfill your hiring needs, while employer maintains its privilege to make all decisions on hiring new employees.
- **Tax Credits** – Successful hiring from several targeted groups can qualify businesses for tax credits through the Work Opportunity Tax Credit Program: up to \$2,400 per eligible employees during the first year of employment and up to \$1,200 for summer youth.

Interested? Contact The D.C. Department of Employment Services, Office of Employer Services, First Source Employment Agreement Program, 4058 Minnesota Ave, N.E. Rm. 3000. Washington, DC 20019. T: 202.698.6001/F: 202.698.5717

Government of the District of Columbia
Vincent Gray, Mayor



Department of Employment Services
Lisa Mallory, Director

EXHIBIT L

PRICA, First Source and CBE Requirements

Annex 3 – First Source Employment Agreement



Government of the District of Columbia
FIRST SOURCE EMPLOYMENT AGREEMENT



Contract Number: _____

Employer Name: _____

Project Contract Amount: _____

Employer Contract Award: _____

Project Name: _____

Project Address: _____ Ward: _____

Nonprofit Organization with 50 Employees or Less: Yes No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as “DOES”, and _____, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, the EMPLOYER will use DOES as its first source for the recruitment, referral and placement for jobs created by the Project.
- B. The EMPLOYER will require all Project contractors with contracts totaling \$100,000 or more, and Project subcontractors with subcontracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER, which are subject to the limitations set out in this Agreement.
- D. The participation of DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.
- E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.

- F. This Agreement will not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract for the Project.
- G. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. This Agreement includes apprentices as defined and as amended, in D.C. Law 2-156. D.C. Official Code §§ 32-1401- 1431.
- I. The EMPLOYER, prime subcontractors and subcontractors who contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council; and this includes but is not limited to, any construction or renovation contract or subcontract signed as the result of, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more. In furtherance of the foregoing, the EMPLOYER shall enter into an agreement with its contractors, including the general contractor, that requires that such contractors and subcontractors for the Project participate, in apprenticeship programs for the Project that: (i) meet the standards set forth in Chapter 11 of Title 7 of the District of Columbia Municipal Regulations, and (ii) have an apprenticeship program registered with the District of Columbia's Apprenticeship Council.

II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected to be created on the Project, salary range, hiring dates, residency status, ward information, new hire justification and union requirements.
- B. The Employer will post all job vacancies in the DOES' Virtual One-Stop (VOS) at www.jobs.dc.gov within five (5) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank at (202) 698-6001.
- C. The EMPLOYER will notify DOES, by way of the First Source Office of its Specific Need for new employees for the Project, within at least five (5) business days (Monday - Friday) upon Employers identification of the Specific Need. This must be done before using any other referral source. Specific Needs shall include, at a minimum, the number of employees needed by job title, qualifications, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce do not need to be referred to DOES for placement and referral. However, EMPLOYER shall notify DOES of such promotions.

- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, the names, residency status and ward information of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRAL

- A. DOES will screen applicants and provide the EMPLOYER with a list of applicants according to the Notification of Specific Needs supplied by the EMPLOYER as set forth in Section II (B).
- B. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer.

IV. PLACEMENT

- A. The EMPLOYER will make all decisions on hiring new employees but will, in good faith, use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- B. In the event that DOES is unable to refer qualified personnel meeting the Employer's established qualifications, within five (5) business days (Monday - Friday) from the date of notification, from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for all new jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

V. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved

with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

VII. EXEMPTIONS

- A. All contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Construction or renovation contracts or subcontracts in the District of Columbia totaling less than \$500,000 are exempt from the requirements of Section I(H) and I(I) of the General Terms hereof.
- E. Non-profit organization with 50 or less employees are exempt from the requirements.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES will monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate with the DOES monitoring and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available to DOES, upon request, payroll and employment records for the review period indicated for the Project.
- D. The Employer will provide DOES additional information upon request.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents; or
 2. Submit to DOES a request for a waiver of compliance of the requirement that 51% of the new employees hired by the EMPLOYER the Project be District residents which will include the following documentation:
 - a. Documentation supporting EMPLOYERS good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:
1. A good faith effort to comply is demonstrated by the EMPLOYER; or
 2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
 4. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.
- H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.
- I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District residents.

J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE

A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
 YES NO

If yes, certification number: _____

X. APPRENTICESHIP PROGRAM

A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO

If yes, D.C. Apprenticeship Council Registration Number: _____

XI. SUBCONTRACTOR

A. Is your firm a subcontractor on this project? YES NO

If yes, name of prime contractor: _____

Dated this _____ day of _____ 20_____

Signature Dept. of Employment Services

Signature of Employer

Name of Company

Address

Telephone

E-mail

EMPLOYMENT PLAN

NAME OF EMPLOYER: _____

ADDRESS OF EMPLOYER: _____

TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TYPE OF BUSINESS: _____

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT: _____ CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AMOUNT: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
	F/T	P/T			
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

PRICA, First Source and CBE Requirements

Annex 4 – First Source Reporting Compliance

Government of the District of Columbia
First Source Employment Agreement Contract Compliance Form
Reporting Compliance with D.C. Law 14-24, Mayor's Order 83-265, and D.C. Law 5-93

Instructions:

To be completed by the employer and submitted on the 10th day of each month until completion of the project. Forward to:

Department of Employment Services (DOES)
4058 Minnesota Avenue, NE, Suite 3001
Washington, D.C. 20019
Telephone: (202) 698-5772/6001 Fax: (202) 698-5717 TTD: (202) 698-4817
Toll Free Number: 1-877-319-7346 Website: www.does.dc.gov

Reporting Period: _____, 2012

Name of Firm: _____

Address: _____

Contact Person: _____ E-mail: _____

Title: _____ Telephone Number: _____

Employer Federal Identification Number: _____

Contract/Loan Number: _____

Contracting District Agency: _____ Contracting Officer: _____

Project Location: _____

Contractor Start Date: _____ Projected End Date: _____

Prime Contractor/Subcontractor: _____

I. Vacancies, Referrals and Hires

Please provide monthly and cumulative statistics for the number of jobs created, referrals made, and hires.

	Reporting Month	Cumulative
Total Number of Vacancies Currently Available		
Total Number of Vacancies Listed with DOES		
Total Number of DOES Referrals Hired		
Total Number of District Residents Hired		
Total Number of New Hires		
Total Number of Current Employees Transferred to Work on Project		
Total Number of Current Employees (District Residents) Transferred to Work on Project		
Total Number of Employees Currently Working on the Site		

III. Current Workforce

List the name, social security number, address, job title and hire date of all current employees working on the project this month. Attach additional sheets as needed

NAME	SSN	ADDRESS	JOB TITLE	HIRE DATE

IV. Transferred Employees

List the name, social security number, address, job title, and hire date for all of your employees who were transferred from other projects/contracts to work on this project. Attach additional sheets as needed.

NAME	SSN	ADDRESS	JOB TITLE	HIRE DATE

V. Terminations/Laid Off Employees

List the names of all employees employed on the project that were terminated, laid off and/or resigned during this reporting period. Attach additional sheets as needed.

NAME	SSN	JOB TITLE	TERMINATION DATE	PLACE OF RESIDENCE

VI. Indicate whether your firm is a subcontractor on this project: YES NO
If yes, name of your prime contractor: _____

VII. Comments:

Describe any problems you have experienced in meeting your job creation projections in implementing the First Source Employment Agreement.

Signature

Date

By submitting this monthly report to the Department of Employment Services (DOES), I certify that, to the best of my knowledge, the data contained in this report is true and accurate and that all information herein is supported by documented deliverables on file at the Prime Contractor's office.

EXHIBIT L

PRICA, First Source and CBE Requirements

Annex 5 – CBE Target Sector

CBE TARGET SECTOR LIST FOR THE YARDS

Archeologist
Architecture (Design Services and Schematic Design)
Civil Engineering
Environmental Consultant
Geotechnical Consulting & Services
Graphics Consultant
Interior Designers
Landscape Architecture
Marina Engineering/Consulting
Permit Expediting
Restaurant Designers
Structural Engineering
Sustainability Consultant Services (LEED)
Third Party Permit Review
Traffic & Parking Consultant
Waterfront Engineering

Construction

Carpeting/Flooring
Concrete
Earth Work
Electrical Contracting
Elevators (Manufacturing, Installation and Maintenance)
Fire Protection (Sprinkler Systems, Installation and Alarm Systems)
Foundations
General Contracting
Glass and Glazing (And, Related Installation Services)
High and Low Voltage Contracting
Materials & Supplies
Mechanical Contracting
Parking Meters
Plumbing
Roofing
Steel (And, Related Installation Services)
Trucking/Hauling
Utilities
Waterproofing

Miscellaneous

Catering
CBE/LSDBE Compliance & Reporting (Consulting)
Cleaning Services
Commercial Brokerage
Courier Services
Historical Preservation Consultant
Marketing Design Services
Mentor Protégé Consultant
Park Maintenance
Printing and Copy Services
Public Art Consulting
Title and Settlement Services

Submitted by:

Deborah Ratner Salzberg,
President (Forest City Washington)

Date: _____

Reviewed/Recommended by:

Antonio D. Hunter
Assistant Director, Business Opportunities and Access to Capital
(DSLBD)

Date: _____

Approved by:

Lee A. Smith III, Director (DSLBD)

Date: _____

EXHIBIT L

PRICA, First Source and CBE Requirements

Annex 6 – District of Columbia Employment Services – Apprenticeship Sponsor

Becoming an Apprenticeship Sponsor

What is Apprenticeship?

Registered Apprenticeship is a highly flexible training system that combines on-the-job learning and related classroom instruction, in which employees receive technical and practical training in numerous occupations in various industries. It offers a proven methodology that allows employers to establish the standards of proficiency required of its professionals.

How to become an Apprenticeship Sponsor with the D.C. Apprenticeship Council

An apprenticeship sponsor can be an individual employer, employer association or partnership between employers and labor unions (public and private). Employers and organizations applying for apprenticeship registration must develop apprenticeship standards, which is a written plan, embodying the terms and conditions for the employment, training and supervision of apprentices according to apprenticeship regulations. The D.C. Office of Apprenticeship staff is available to provide the necessary guidance and technical assistance in developing the required apprenticeship standards for approval consideration. The Apprenticeship Office staff also will conduct a workforce site analysis of the potential apprenticeship sponsors' facilities and workforce.

Mandatory Apprenticeship Requirement

Although registering apprenticeship programs is voluntary for all industries, the District of Columbia has a mandatory apprenticeship registration law known as D.C. Law 2-156. Any prime contractor, subcontractors, including tier-subcontractor whose contract amount is \$500,000 or more on a single contract or cumulative contracts within a twelve month period must register an apprenticeship program with the D.C. Apprenticeship Council. The mandatory apprenticeship requirement applies to new construction, renovation and information technology work on all District government assisted projects, including First Source. Thirty-five percent (35%) of apprenticeship hours worked on any government assisted project must be performed by District of Columbia residents.

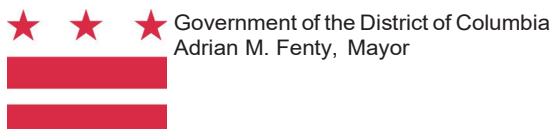
What are Apprenticeship Standards?

A set of Apprenticeship standards is an organized and written plan, embodying the terms and conditions for employment, training and supervision of one or more apprentices. Apprenticeship standards also can include one (1) or more occupations along with a work-process, outlining the skilled tasks of the occupation(s) for on-the-job training.

DOES is an Equal Opportunity Employer/Provider.

Language interpretation services are available without cost.

Auxiliary aids and services are available upon request for individuals with disabilities.



Basic Apprenticeship Standards Contents

Below are the 25 minimum basic standard items required for submitting proposed apprenticeship standards. Narratives for each item on the program implementation are also required.

Apprenticeship Standards	Items Description
Purpose	Describes purpose of the proposed apprenticeship program training.
Eligibility Requirements	Identify requirements for applicants to be eligible for apprenticeship consideration.
Selection Procedure	Identify notification, recruitment, selection and rating system for applicants.
Term of Apprenticeship	2000 hour of on-the-job training per year for any occupation.
Provision for Related Training	Standards must identify type(s) of related instruction or supplemental training apprentices will receive. Sponsor is responsible for apprentice(s) tuition.
Wages for Apprentices	Standards must show progressive wages in percentage for apprentices during the training period of apprenticeship.
Equal Employment Opportunity Pledge	Apprenticeship standards must include Equal Employment Opportunity Pledge according to D.C. State Plan.
Supervision of Apprentices	Ensure that apprentices will be under proper supervision
Safety	Standards must include safety of apprentices, both on-the-job and related instruction.
Registration of Apprentices	Standards must identify the procedures for official registration of apprentices with the D.C. Apprenticeship Council.
Notification	Standards must indicate that sponsor will notify the D.C. Office of Apprenticeship (Registration Agency) of all apprentice actions.
Probation Period	Probationary period for apprentices is 90 days.
Affirmative Action Plan	Identifies the recruitment and selection of minority and women apprentices according to D.C. State Plan.
Maintenance of Apprenticeship Record	All apprenticeship records must be maintained for 5 years. Apprenticeship sponsors must also identify a D.C. street address for maintaining apprenticeship records.
Complaint Procedures	Procedures for apprenticeship complaints must be included and be in accordance with D.C. Apprenticeship Council Rules and Regulations.
Deregistration of Apprenticeship Program	Apprenticeship programs may be voluntarily canceled by the apprenticeship sponsor, or the program can be deregistered by the Apprenticeship Council for cause.
Cancellation of Apprenticeship Agreement	Apprenticeship Registration Agreement may be voluntarily canceled by the apprentice, or the sponsor can canceled (terminated) apprentices' Agreement for cause.
Work Process	Each apprenticeship standards must include a work process that identifies the skilled task areas of the apprentice-able occupation(s).
Periodic Evaluation	Apprenticeship sponsor identifies assessment of apprentices' performance (on-the-job and related instruction) during the apprenticeship training period.
Completion Requirement	Apprenticeship sponsor will identify all apprentices, who successfully completes their apprenticeship training and request the Registration Agency to issue apprenticeship completion certificates.
Granting Advance Credit	Apprenticeship sponsors may grant apprentices credit(s) toward their apprenticeship training up to ¼ the apprenticeship term without D.C. Apprenticeship Council approval. Request to the Apprenticeship Council can be made for additional credits for the apprentice.
Provision for Modification or Amendment to Apprenticeship Standards	Apprenticeship sponsors may submit amendments and modifications to apprenticeship standards at any time during the program registration for approval. All proposed amendments and modifications must receive D.C. Apprenticeship Council approval prior to implementation.
Proper Signature(s) to Apprenticeship Standards	All apprenticeship standards must have proper signature(s) of the apprenticeship sponsor and Registration.
Apprenticeship Numerical Ratio	The D.C. Apprenticeship numerical ratio requires one (1) apprentice to every three (3) journey-workers employed.
Statement of Compliance	Standards must include statement indicating that sponsor's program will be operated in accordance with D.C. Rules and Regulations for Apprenticeship and the D.C. State Plan for Equal Employment Opportunity in Apprenticeship and Training.

EXHIBIT L

PRICA, First Source and CBE Requirements

Annex 7 – DSLBD – Quarterly Report



Fiscal Year: Select Quarter Select

1. Name: (Place 'X' by one) is a Prime Contractor or is the Developer

2. Project: (Place 'X' by one) District Agency Contract: Agency Name & Contract No. OR Private Project (Project Name):

3. Place 'X' here, if target sector/multiplier apply to this reporting (i.e. Only for old CBE Agreements & MOUs):

4. Place 'X' here, if this is a Private Project Submitting SBE Subcontracting Plan with this Quarterly Report:

I (Name) (Title) of (Company) swear or affirm this report is true and accurate.
 (Signature) (Date)

Date of Expenditure (Date check issued to Subcontractor)	SBE/CBE Subcontractor Company Name	Certification # (Must be active at the time Goods/Services Provided & Payment Made)	FEIN	Total # of DC Resident Employees	SBE (Y/N)	CBE (Y/N)	DBE (Y/N)	Description of Goods / Services Provided by Subcontractor using its own organization and resources	VVF Included (Y/N)	Executed Subcontract Included or Previously Submitted (Y/N)	Total Subcontract Amount	If Lower Tier Subcontractors, portion of total subcontract dollar amount for goods/ services provided by this SBE/CBE Subcontractor using its own organization & resources	Actual Dollar Amount Spent this Quarter	Actual Dollar Amount Spent to Date
\$0.00											\$0.00	\$0.00		

EXHIBIT L

PRICA, First Source and CBE Requirements

Annex 8 – Certified Business Enterprise Utilization and Participation Agreement

Construction Manager shall use good faith efforts to comply with the requirements that are set forth in the First Source Agreement attached hereto as Exhibit Q and the Certified Business Enterprise Agreement attached hereto as Exhibit V, to the extent such requirements are applicable to the Work. Notwithstanding the foregoing, Owner acknowledges that Construction Manager shall have no liability for failing to satisfy such requirements. The Construction Manager shall use good faith efforts to comply.

**CERTIFIED BUSINESS ENTERPRISE UTILIZATION AND PARTICIPATION
AGREEMENT**

THIS CERTIFIED BUSINESS ENTERPRISE UTILIZATION AND PARTICIPATION AGREEMENT (this “**Agreement**”) is dated as of [DATE] and is made by and between the **DISTRICT OF COLUMBIA DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT**, (the “**DSLBD**”) and **FOREST CITY SEFC, LLC**, a District of Columbia limited liability company, or its designees, successors or assigns (the “**Developer**”).

RECITALS

A. Pursuant to a Development Agreement dated as of June 16, 2005 between the Developer and the General Services Administration, as such may be amended from time to time (the “**GSA Development Agreement**”), the Developer has contracted to acquire real property from the United States of America through the General Services Administration and intends to provide for the phased development of an approximately 42 acre site located in the southeast quadrant of the District and consisting of a portion of the Southeast Federal Center (the “**SEFC Development**”).

B. On June 6, 2006, the Council adopted Resolution 16-658, the “Payment In Lieu of Taxes Revenue Bonds Southeast Federal Center Project Approval Resolution of 2006”, as it may be amended (the “**Resolution**”). The Resolution provided for the establishment of a PILOT area (the “**SEFC PILOT Area**”) with respect to the SEFC Development and the issuance of one or more series of related PILOT bonds (“**PILOT Bonds**”) the proceeds of which are to be used as provided in the Resolution within the SEFC PILOT Area.

C. Pursuant to the authority set forth in the Resolution, the PILOT Act and the Home Rule Act, the District has determined to issue the PILOT Bonds from time to time for each Phase of the SEFC Development or portion thereof and enter into related SEFC PILOT Agreements upon the request of the Developer.

D. Concurrently with the execution of this Agreement, the District and the Developer will enter into a Development Agreement, which, among other things, sets forth the terms and conditions of the PILOT financing to be provided by the District and the Developer’s obligations with respect to the PILOT Bonds and the SEFC PILOT Area (the “**SEFC PILOT Development Agreement**”).

E. Pursuant to the SEFC PILOT Development Agreement, the Developer covenants that it has executed and will comply in all respects with this Agreement.

F. Capitalized terms not defined herein shall have the meaning assigned to them in the SEFC PILOT Development Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged, DSLBD and Developer agree as follows:

ARTICLE I
UTILIZATION OF CERTIFIED BUSINESS ENTERPRISES

Section 1.1 CBE Minimum Expenditure; Phases. The Developer shall hire and contract with, or will cause its contractors to hire and contract with Small, Local and Disadvantaged Business Enterprises, (each a “CBE,” and as defined in the Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended (the “Act”), D.C. Law 16-33; D.C. Official Code § 2-218.02), in connection with the predevelopment and development portions of the SEFC Development, including, but not limited to, professional and technical services, construction management, construction trade work and suppliers, but excluding those areas listed on **Attachment 3**. Developer shall expend funds contracting and procuring goods and services from CBEs in an amount equivalent to *no less than* thirty-five percent (35%) (the “**CBE Minimum Expenditure**”) of the adjusted SEFC Development Budget as set forth in **Attachment 1** hereto (the “**SEFC Development Budget**”). The SEFC Development Budget will be a compilation of project budgets, each of which will be specific to a single building project within the SEFC Development (each a “**Project Budget**”). The Developer plans to develop the SEFC Development in three phases, each of which is preliminarily identified in **Attachment 2** (each, a “**Development Phase**”). The Developer, periodically, may adjust the starting and ending dates for each Development Phase and will give DSLBD prompt written notice of any such change.

Section 1.2 Phase CBE Plans. For each Development Phase, Developer shall expend with CBEs an amount not less than thirty-five percent (35%) of the budget for that Development Phase (the “**Contracting Target**”). Developer will inform DSLBD in writing of the beginning of each Development Phase at least thirty (30) days prior to its commencement and will provide DSLBD with its plan depicting Developer’s intended CBE utilization to obtain the Contracting Target for such Development Phase (each a “**Phase CBE Plan**”) and the Project Budget for each building in the Phase. Each Phase CBE Plan, also known as the CBE Utilization Plan, shall list all of the projected procurement and contract categories and estimated start-up and completion dates. Each Phase CBE Plan should indicate whether any items will be bid without restriction in the open market, or limited to CBEs. Each Phase CBE Plan shall be in a form to be developed to the mutual satisfaction of Developer and DSLBD and added to Attachment 2 and made a part of this Agreement. Developer shall submit to DSLBD written updates and modifications to each Phase CBE Plan and Project Budget as specified in Section 1.4.

Section 1.3 Capacity Building Incentives. Developer acknowledges that a priority of the District is to assist local businesses in developing greater capacity, technical capabilities and valuable experience, especially in areas of development and construction related services. To that end, the parties agree that Developer should receive a Reporting Bonus (defined below) for engaging in activities that are likely to create opportunities for CBEs. The Reporting Bonus will be applied by DSLBD to the current Contracting Target.

(a) Prior to the execution of this Agreement, the parties shall mutually devise a list of professional services, trade specialties or other vocational areas in which firms certified as Certified Business Enterprises either lack capacity, lack depth or in which such firms traditionally do not participate as prime contractors on development projects of this nature and size (e.g., sustainability consulting services, title and settlement services; construction

management; general conditions; commercial brokerage; sales and marketing; electrical contracting; mechanical contracting; and landscape architecture) and such list shall be attached hereto as **Attachment 3** and made a part of this Agreement (collectively, “**Target Sectors**”). The parties will revisit the composition of the Target Sectors periodically to mutually agree to revise and update them as necessary. For every dollar expended with a DBE (as defined in the Code) for services that fall within a Target Sector, Developer shall receive credit for \$2.00 against the current Contracting Target. For example, a \$200,000 contract award paid to an LSDBE Construction Management firm would be counted as \$400,000 by the Director when measuring Developer’s performance against the Contracting Targets. For every dollar expended with a CBE that is not certified as a DBE for services that fall within a Target Sector, Developer shall receive credit for \$1.75 against the current Contracting Target. For every dollar expended with a DBE for services that do not fall within a Target Sector, Developer shall receive credit for \$1.75 against the current Contracting Target (collectively, the credits are referred to as the “**Reporting Bonus**”). Every contract, purchase or task order (as applicable) issued by Developer to a CBE firm, either directly or indirectly, which Developer believes should qualify for the Reporting Bonus shall be subject to review and approval by the Director of DSLBD (the “**Director**”) solely to ensure (i) that the scope of work is properly characterized within a Target Sector and (ii) that the contract is with a CBE firm and such firm is properly categorized. If DSLBD does not complete its review within 30 days of its receipt of the relevant information, the Reporting Bonus will be deemed approved.

(b) The parties may mutually agree in writing to additional incentives that may be earned by Developer for instituting additional capacity building initiatives for CBEs (e.g., pay without delay programs; establishment of strategic partnerships or mentor-protégé initiatives). In particular, Developer is encouraged to work with its general contractors and/or construction managers to develop more flexible criteria for pre-qualifying CBEs. The modified pre-qualification criteria should consider the size and economic wherewithal usually present in small contractors as well as insurance and bonding requirements. Developer is also highly encouraged to establish CBE set-asides for certain procurements that will restrict bidders to those bid packages.

ARTICLE II CBE OUTREACH AND RECRUITMENT EFFORTS

Section 2.1 Identification of CBEs and Outreach Efforts. Developer shall utilize the resources of DSLBD, including the *LSDBE Business Center* found on DSLBD’s website (<http://dslbd.dc.gov>). In particular, Developer shall publish, or cause its contractors to publish, all contracting opportunities for each Development Phase of the SEFC Development within the LSDBE Business Center’s Business Opportunities area. Developer shall use the LSDBE Company Directory as the primary source for identifying CBEs. Developer, and its contractors, may use other resources to identify individuals or businesses that could qualify as CBEs and is encouraged to refer any such firms to DSLBD. In the event that Developer develops a website for the SEFC Development, such website shall (i) advertise upcoming bid packages, (ii) present instructions on how to bid, and (iii) directly link to DLSBD’s website.

ARTICLE III INFORMATION SUBMISSIONS AND REPORTING

Section 3.1 Quarterly Reports. Beginning with the end of the first calendar quarter after the commencement of the first Phase, and for each calendar quarter thereafter during the term of this Agreement, Developer will submit, or cause to be submitted, expenditure reports for each Phase which shall identify, on a building by building basis:

- (i) those contracts where the party providing services, goods or materials was a CBE, including the name of the company and the then current amount of the contract;
- (ii) the nature of the contract;
- (iii) the amount actually paid by the Developer to the CBE under such contract for the period;
- (iv) the certification classification for each vendor/contractor and the CBE certification number;
- (v) work performed by vendors/contractors in Target Sectors and any earned or requested Reporting Bonuses;
- (vi) the percentage of overall Phase expenditures which were to CBEs; and,
- (vii) any modifications to the CBE Minimum Expenditure resulting from alterations to any Project Budgets as discussed in Section 1.4.

These reports will be submitted no later than forty-five (45) days after the end of each quarter. The reports shall be submitted on the form to be developed to the mutual satisfaction of Developer and DSLBD and included as **Attachment 4**. The reports will also describe the Developer's and its contractors' outreach efforts (if any) during the reporting period, to identify CBEs and/or encourage them to bid on or otherwise apply to provide labor, services, goods, and materials for use in the construction or operation of the SEFC Development. Companies that may be eligible for certification, but are not yet certified, will not be included in these reports until the company has obtained certification. Once such a company has obtained certification, all amounts spent on the SEFC Development under that company's contract, beginning on the date the company filed a complete application for certification with DSLBD, will be applied toward the CBE Minimum Expenditure. Concurrently with submission of the quarterly reports, Developer or its general contractor(s) shall also submit vendor verification forms (each, a "**Vendor Verification Form**") in the form to be developed to the mutual satisfaction of Developer and DSLBD and included as **Attachment 5**.

ARTICLE IV
GENERAL CONTRACTORS AND CONSTRUCTION MANAGERS

Section 4.1 Adherence to Contracting Targets. Developer shall require in its contractual agreements with the general contractor and/or construction manager for each Phase, as applicable (the “**General Contractor**”), that the General Contractor comply with the obligations and responsibilities of Developer contained in this Agreement with respect to achieving the applicable Contracting Targets. Specifically, Developer will obtain the following commitments from its General Contractor (“**GC**”):

- (i) Prior to the commencement of each Phase, the GC will publish a public notice in a newspaper of general circulation in the District of Columbia, and in one other newspapers (e.g. Afro American, Washington Informer, El Tiempo Latino, Asian Fortune, the Current Newspapers), serving the District of Columbia CBE community about the Developer’s procurement and contracting opportunities being created by each building in each Development Phase. The public notice will describe the time and place for an informational overview of the building project to be given by the GC and provide CBEs the opportunity to meet with the GC to explore the potential for the CBE to be added to the bid list of subcontractors.
- (ii) The GC will contact DSLDB to obtain a current listing of all CBEs the GC or Developer deem qualified to bid on procurements as they arise and will make full use of the LSDBE Business Center found at <http://dslbd.dc.gov> for listing opportunities and for subcontracting compliance monitoring.
- (iii) The GC may elect not to require that CBEs provide bonding on contracts with a dollar value less than \$100,000, provided that in lieu of bonding, the GC may accept a job specific certificate of insurance or letter of credit from a financial institution reasonably acceptable to the GC.
- (iv) The GC will include in all contracts and subcontracts with CBEs a process for alternative dispute resolution to be conducted in the Washington DC metropolitan area. This process shall at a minimum afford an opportunity for CBEs to submit documentation of work performed and invoices regarding requests for payments.
- (v) The GC shall strictly adhere to its contractual obligations to pay from funds received from the Developer all subcontractors in accordance with the contractually agreed upon schedule for payments. In the event that there is a delay in payment to the GC, the GC is to immediately notify the subcontractor and advise as to the date on which payment can be expected.
- (vi) The GC commits to pay all subcontractors, including CBEs, within thirty (30) days following the GC’s receipt of a payment which includes funds for such subcontractors, from the Developer.

HAZARDOUS MATERIALS SURVEY



THE WHARF PIER 3

600 WATER STREET SW
WASHINGTON, D.C. 20024

ECS PROJECT NO. 37:1306-V7

FOR

WHARF PIER 3 & 4, LLC

JANUARY 13, 2018





January 13, 2018

Mr. Mike Bruce
Wharf Pier 3 & 4, LLC
690 Water Street, SW
Washington, DC 20024
c/o
Wharf District Master Developer, LLC

ECS Project No. 37:1306-V7

Reference: Hazardous Materials Survey, The Wharf Pier 3, 600 Water Street SW, Washington, D.C.

Dear Mr. Bruce:

ECS Capitol Services, PLLC (ECS) is pleased to provide Wharf Pier 3 & 4, LLC with the results of the above referenced Hazardous Materials Survey performed at The Wharf Pier 3 located at 600 Water Street SW in Washington, D.C.. This report summarizes our observations, analytical results, findings, and recommendations related to the work performed. The work described in this report was performed by ECS in general accordance with the Scope of Services described in ECS Proposal Number 37:1465-EP and the terms and conditions of the agreement authorizing those services.

ECS appreciates this opportunity to provide Wharf Pier 3 & 4, LLC with our services. If we can be of further assistance to you, please do not hesitate to contact us.

Sincerely,

ECS Capitol Services, PLLC

A handwritten signature in black ink that reads "Michael Hamill". The signature is written in a cursive, flowing style.

Michael Hamill
Project Manager
mhamill@ecslimited.com
202-400-2188

A handwritten signature in black ink that reads "Chris Chapman". The signature is written in a cursive, flowing style.

Christopher J. Chapman, CIH
Consultant
cchapman@ecslimited.com
703-471-8400

EXECUTIVE SUMMARY

The subject property is improved with a two-story office building (referred to as the Pier 3 Office building) at the east side of the pier and a two-story restaurant building (referred to as Cantina Marina) at the west side of the pier. At the time of our survey, the office building was occupied and Cantina Marina was vacant. The buildings are currently scheduled to be demolished.

The purpose of the survey was to determine if asbestos-containing materials (ACMs), lead-based paints (LBPs), and selected hazardous/universal waste materials are present within the subject property. The survey was performed within interior and exterior areas of the subject buildings as well as the roofs.

Based on the laboratory analysis of the bulk samples collected during the survey, the following materials were reported to contain asbestos:

- Mastic associated with HVAC Insulation Wrap;
- Roof Parapet Coping Sealant;
- Roof HVAC Sealant and Foil Insulation Wrap;
- Roof Pitch Pockets.

The lead-based paint survey was performed by a District of Columbia licensed Risk Assessor. Painted and/or glazed surfaces were assessed for lead content using a Direct-Read X-Ray Fluorescence (XRF) Spectrometer. Lead-Based Glaze was identified on the following building materials/components:

- Ceramic Wall, Floor, and Baseboard Tiles;
- Metal Gutters.

In addition to survey for ACMs and LBPs, ECS surveyed the building for selected materials classified as Hazardous Waste or Universal waste which may require special handling or disposal if removed from the buildings. The following materials identified during the survey are listed below:

- Fluorescent Lamps and Light Ballasts;
- Mercury in Thermostats, Switches and Lamps;
- High Intensity Discharge Lamps (HIDS Lamps);
- Lead Acid Batteries;
- Kitchen Fire Suppression System;
- Fire Extinguishers;
- Miscellaneous Cleaning Supplies.

Recommendations for identified ACMs, LBP, and Universal Waste and/or Hazardous Waste are provided in Section 5.0 of this report.

It is understood that the executive summary is not intended to replace the overall findings/recommendations discussed within the full report, and that the findings discussed in this executive summary should only be reviewed within the full context of the report.

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1.0 SITE DESCRIPTION

The subject property is improved with a two-story office building (referred to as the Pier 3 Office building) at the east side of the pier and a two-story restaurant building (referred to as Cantina Marina) at the west side of the pier. At the time of our survey the office building was occupied and Cantina Marina was vacant. The buildings are currently scheduled to be demolished.

The office building consists of drywall and ceramic tile walls, various types of floor tiles and carpet on top of wood sub-floors, and a built-up roofing system with metal roofing sheeting on the pitched perimeter roof. The exterior facades consist of wood siding. Cantina Marina consists of drywall and ceramic tile walls, various types of floor tiles and carpet on top of wood sub-floors, and a built-up roofing system with metal roofing sheeting on the pitched perimeter roof. The exterior facades consist of wood siding.

2.0 PURPOSE

The purpose of the Hazardous Materials Survey was to identify asbestos-containing materials (ACMs), lead-based paint (LBP), selected universal waste, and suspect liquid poly-chlorinated biphenyl containing equipment of fixtures which may require special handling and/or disposal if removed during construction activities. The identification of ACMs may require trained labor, regulated work practices, and special disposal. The identification of LBP or other lead hazards may require disclosure to contractors and monitoring of lead exposure. The identification of other regulated materials such as universal waste may require personal protective equipment, training, special handling, packaging, and disposal.

3.0 METHODOLOGY

ECS performed the authorized Scope of Services in general accordance with our proposal, standard industry practice(s) and methods specified by regulation(s) for the identification of Asbestos-Containing Materials (ACMs), Lead-Based Paints (LBPs), universal waste, and suspect liquid PCB-containing equipment and fixtures.

3.1 Asbestos-Containing Materials

The non-invasive asbestos survey was performed by asbestos inspectors who have received EPA accredited training. Samples of suspect ACMs were collected utilizing hand tools and placed into individual, labeled plastic bags. Unique bulk suspect ACM samples were submitted to Scientific Analytical Institute, Inc in Greensboro, North Carolina for analysis via Polarized Light Microscopy (PLM) in accordance with current EPA-600 methodology. Materials consisting of additional layers were analyzed separately. Scientific Analytical Institute, Inc is listed as an accredited laboratory by the National Voluntary Laboratory Accreditation Plan (NVLAP) managed by the National Institute of Standards and Technology (NIST) for bulk sample analysis by currently approved EPA methodology by PLM.

During the survey, ECS attempted to identify suspect ACMs in readily accessible areas. However, due to the destructive means required to identify some materials, certain areas were deemed inaccessible (i.e. behind walls or sub grade materials) and were not surveyed for suspect ACMs. At the time of the



survey, access above the suspended ceiling grid on the 2nd floor of the office building was limited. The roof access hatch within the 2nd floor of Cantina Marina was sealed from the outside making the roof inaccessible. Unidentified suspect ACMs may be located in these and/or other inaccessible areas.

Samples were collected in general accordance with EPA Standard 40 CFR 763 Subpart E, Asbestos Hazard Emergency Response Act (AHERA) and OSHA Standard 29 CFR 1926.1101 Inspection Protocol. Multiple samples of each unique material were submitted. Samples were analyzed using “Positive Stop” methodology. If one sample of a homogeneous material is reported to contain asbestos, the remaining samples of that material are not analyzed. EPA regulations stipulate that if one sample contains asbestos the entire quantity of that material contains asbestos, regardless of additional analysis.

3.2 Lead in Paint and Surface Coatings

The Lead-Based Paint (LBP) survey was performed by a District of Columbia licensed Risk Assessor using a X-Ray Fluorescence (XRF) Spectrometer to identify lead concentrations in painted and glazed surfaces.

The survey was conducted utilizing the U.S. EPA definition of LBP. Under this definition, painted surfaces which contain lead in concentrations equal to or greater than 1.0 milligrams per square centimeter ($\geq 1.0 \text{ mg/cm}^2$) are classified as coated with LBP. Paints with concentrations of lead detectable by the XRF are considered lead-containing paints. Additionally, fixtures or components that are manufactured with a factory applied glazing (i.e., sinks, toilets, ceramic tiles, etc.) are tested as these factory-applied finishes often contain lead. Activities which disturb lead-containing paints and glazing (while not lead-based paints by the U.S. EPA definition) are regulated by OSHA (29 CFR 1926.62).

Because the current or proposed use of the property is not residential or child-occupied, the scope of the LBP survey was not conducted in accordance with HUD Chapter 7 requirements. This representative screening survey included taking readings from selected walls, windows, doors, and miscellaneous components. Walls are listed by letter with wall “A” being the entrance of the subject building, proceeding clockwise to “B, C, D”, etc.

3.3 Universal Waste and Suspect Liquid PCB-Containing Equipment

ECS performed a visual survey of the interior and exterior of the buildings for the presence of selected universal waste materials and suspect liquid PCB-containing equipment. ECS surveyed the the structures for selected suspect materials, specifically storage batteries, stored pesticides, mercury-containing equipment and lamps. Additionally, lamp ballasts suspected of containing PCBs and lead-containing equipment were documented if observed.

No sampling or other characterization was performed as part of this scope of service. Additionally, ECS did not access any energized electrical equipment or other equipment/devices which were in use or that may pose a hazard to ECS personnel or building occupants.



4.0 RESULTS

The following is a summary of laboratory results, findings and observations.

4.1 Asbestos-Containing Materials

An Asbestos-Containing Material (ACM) is defined as any material containing more than one percent (>1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, PLM. Materials are categorized by the U.S. EPA in the following categories:

- Friable ACMs are defined as any ACM that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure.
- Non-friable ACMs are defined as any ACM that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- Category I non-friable ACM are listed as following: packings, gaskets, resilient floor coverings, and asphalt roofing products containing more than one percent (>1%) asbestos.
- Category II non-friable ACM are listed as any material, excluding Category I non-friable ACM, containing more than one percent (>1%) asbestos.

Regulated Asbestos Containing Materials (RACM) are friable ACM or non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading or has crumbled, been pulverized, or reduced to powder in the course of renovation and/or demolition operations.

Scientific Analytical Institute, Inc submitted a signed final laboratory report to ECS. In total, one hundred and nineteen (119) bulk samples were submitted to the laboratory of which one hundred and fifty-seven (157) layers were analyzed. Three (3) of the bulk samples submitted for analysis were reported to contain asbestos in detectable concentrations. These materials are summarized below. A complete list of the sampled materials submitted for analysis and sample locations are located in the Appendix of this report. Additional details regarding the overall locations of the materials identified as asbestos-containing are provided further in the report. Photographs of collected samples reported as asbestos-containing are also located in the Appendix of this report.

Summary of Asbestos-Containing Materials Identified

Location	Material Description	Analytical Result	Category
Pier 3 Office Building			
1st Floor North Electrical Room	White Mastic associated with Silver HVAC Insulation Wrap	3% Chrysotile	Category II Non-Friable
Roof	Black Parapet Coping Sealant	6% Chrysotile	Category I Non-Friable
Roof	Gray/Black HVAC Sealant beneath Foil/Plastic Insulation	5% Chrysotile	Category II Non-Friable



Location	Material Description	Analytical Result	Category
Cantina Marina			
Roof	Roof Pitch Pocket	3% Chrysotile	Category II Non-Friable
Roof	Foil HVAC Insulation Wrap	4% Chrysotile	Category II Non-Friable
Please note the location referenced above is the sampling location only. These materials may be found in other areas of the subject building.			

Pier 3 Office Building

HVAC Systems

In general, similar fiberglass thermal system insulation wrap on the HVAC systems was observed above suspended ceiling tile systems.

The following material associated with mechanical systems referenced below was reported to contain asbestos and observed in the following location:

- White Mastic associated with HVAC Insulation Mastic:
 - The white mastic associated with HVAC insulation mastic was observed in multiple locations on the 1st floor of the subject building. The white mastic associated with HVAC insulation mastic should be assumed to be present above the suspended ceiling grid throughout the building. (Note: An error was made in the reported lab results. Only the white mastic associated with the HVAC insulation wrap should have been reported as positive.)

The asbestos-containing white mastic associated with the HVAC insulation wrap is most likely located on all HVAC systems within the subject building.

Roof

ECS observed asbestos-containing black parapet coping sealant and gray/black HVAC sealant beneath foam insulation on the roof of the subject building.

Cantina Marina

Roof

ECS observed asbestos-containing pitch pockets and foil HVAC insulation wrap on the roof of the subject building.



4.2 Suspect or Assumed Asbestos-Containing Materials

Due to the inaccessibility or the destructive means that asbestos sampling requires, additional suspect ACMs may remain within the building hidden behind inaccessible areas that include, but are not limited to, sub-grade walls, structural members, topping slabs, sub-grade sealants, flooring located below underlayments, areas behind exterior walls, pipe trenches, and subsurface utilities, etc. These areas were deemed inaccessible and were not assessed.

If these materials are discovered during construction activities, they should be presumed to contain asbestos and be treated as ACMs or be sampled immediately upon discovery and prior to disturbance for asbestos content by a certified asbestos inspector in accordance with 29 CFR 1926.1101.

Based upon our past experience in the identification of ACMs in similarly constructed buildings, the following additional suspect ACMs may also be located in inaccessible areas of the structures:

- **Thermal System Insulation (TSI)** on pipes within chases behind solid walls and/or above solid ceilings;
- **Pipe Flange Gaskets** in heating and plumbing systems;
- **Ceramic and Marble Tile Mastic/Floor Felt** associated with ceramic/marble floor and/or wall tiles (if not previously sampled);
- **Fire Door Insulation** in doors and associated casing;
- **Electrical Panels Cement Components and Electrical Cloth** in electrical systems;
- **Waterproofing Membrane/Mastics** behind exterior walls, exterior veneer and/or subgrade walls;
- **Wood Flooring Felt Paper/Mastic** associated with wood sub-floors floors;
- **Water Fountain Components** in water fountains (pipe wrap);
- **Interior Air Handler Components;**
- **Vibration Dampener Cloth** associated with HVAC systems;
- **Light Shield Insulation** in Light Fixtures;
- **Mastic** associated with Mirrors, Counter-tops and Boards;
- **Roofing Felt Paper** on the beneath the metal roof sheeting.

4.3 Lead in Paint and Surface Coatings

Paint and surface coatings which contain detectable concentrations of lead considered "lead-containing paints". Since OSHA has no specific action level for lead in paint, all paint and glazes on the site found to have a measurable concentrations of lead should be assumed to be lead containing. Work performed which may disturb lead-containing paint or glazes is regulated under OSHA as referenced under 29 CFR 1926.62. A total of 92 readings were collected during the survey, including calibration readings. Paint and other surface coatings including glazes which are defined by applicable regulations as lead containing are summarized in the table below; Photographs of lead-based paint/glazes identified during this survey are also located in the Appendix.

Summary of XRF Lead-Based Paint Results

Location	Color	Substrate	Component
2nd Floor Women's Restroom of Pier 3 Building	Brown	Ceramic	Wall
Exterior of Cantina Marina	Blue	Ceramic	Wall
Restroom of Cantina Marina	Yellow	Ceramic	Wall
Restroom of Cantina Marina	Dark Blue	Ceramic	Wall
2nd Floor of Cantina Marina	Pink	Ceramic	Wall
2nd Floor of Cantina Marina	White	Metal	Gutters
1st Floor Restroom of Pier 3 Building	Green	Ceramic	Floor
1st Floor Restroom of Pier 3 Building	Green	Ceramic	Cove Base

4.4 Universal Waste and Liquid Suspect PCB-Containing Equipment

The disposal of fixtures and equipment in buildings which contain various substances such as mercury or lead are regulated by local, state, and federal regulation. Collectively most mercury-containing materials and batteries which may contain lead, along with stored pesticides are classified as "Universal Waste". The disposal of lamp ballasts and electrical transformers which contain suspect PCB-containing oils is also regulated at the state and federal level.

4.4.1 Suspect Polychlorinated Biphenyl (PCB) Containing Ballasts and Equipment

Polychlorinated biphenyls (PCBs) are toxic coolants or lubricating oils used in some electrical transformers and capacitors, hydraulically-operated equipment, light ballasts, and other similar equipment.

As part of our survey, ECS attempted to identify potential liquid PCB containing materials and equipment. At the time of the survey, ECS visually observed several of the fluorescent light ballasts in accessible areas of the structures in an attempt to identify labeling indicating the presence/absence of PCB containing fluids. Labeling was not observed or accessible on the ballasts surveyed. At this time it is recommended that all ballasts in both structures be assumed to be suspect PCB containing.

4.4.2 Mercury-Containing Components

The EPA classifies mercury as both hazardous and toxic. The survey included observations for equipment which could contain mercury, such as thermostats, transformers, fluorescent lamps, and switch-containing devices.

As previously discussed, fluorescent lamps were observed. The fluorescent lamps may contain small quantities of mercury. Additionally, exterior pole mounted spot lights should be assumed to contain mercury lamps /HIDS.



4.4.3 Batteries

Lead-acid batteries located in emergency lamps, exit signs, alarm panels and associated with electrical components, etc. were observed or are assumed to be present. No evidence of leaking or damage was observed.

4.4.4 Pesticides

Stored unused pesticides were not observed in the buildings.

4.4.5 Other Materials Observed

In addition to Universal Waste and PCB-containing ballasts, ECS observed the following materials which may require special handling or disposal if removed from the building:

- Kitchen Fire Suppression System within the Cantina Marina Kitchen;
- Fire Extinguishers within both buildings in various locations;
- Miscellaneous Cleaning Supplies within both buildings in various locations.

5.0 RECOMMENDATIONS AND REGULATORY REQUIREMENTS

Based on our understanding of the purpose of the Hazardous Materials Survey, the results of laboratory analysis, and our findings and observations, ECS presents the following recommendations.

5.1 Asbestos-Containing Materials

ECS recommends where a material type has been identified as asbestos containing that other materials with similar color, texture, age and size throughout the building's interior and exterior be assumed to contain asbestos. Please refer to Section 4.1 for a complete list of building materials that were reported positive for asbestos and to Section 4.2 for materials that were assumed to contain asbestos.

Prior to demolition and once the buildings are vacant, ECS recommends a destructive asbestos-containing materials survey be performed to determine if suspect asbestos-containing materials are present in areas not readily accessible or otherwise excluded from the scope of this survey. Based on our experience, the District Department of Energy and Environment (DOEE) will require this follow-up destructive survey prior to releasing the Department of Consumer and Regulatory Affairs (DCRA) raze building permit.

Regulated asbestos-containing materials (RACMs) are defined as friable asbestos-containing materials, Category I non-friable ACM that has become friable, Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or Category II non-friable ACM that will become friable. Prior to removal of any regulated asbestos-containing materials (RACM), notification of an asbestos project must be made to the District of Columbia and the EPA. This notification must be filed by a District of Columbia certified asbestos abatement contractor 10



business days before starting asbestos abatement activities. If asbestos abatement is to be performed while the building is occupied, a 30-day notification to building occupants is required.

If ACMs are to be removed, it is recommended that an industrial hygienist monitor the project. This involves collecting air samples from within and outside abatement work areas to monitor the asbestos abatement contractor's work practices over the course of the project. The industrial hygienist should evaluate if the asbestos abatement work is in accordance with project specifications, U.S. EPA regulation 40 CFR Part 61-National Emission Standards for Hazardous Air Pollutants Subpart M: National Emission Standard for Asbestos, and U.S. Occupational Safety and Health Administration (OSHA) regulation 29 CFR 1926.1101 - Asbestos in Construction. The industrial hygienist should assess each work area to monitor the removal of ACMs. Only after the industrial hygienist has determined the identified ACMs have been removed should final clearance air samples be collected (if necessary).

Suspect ACMs not observed due to inaccessibility or not sampled due to the destructive means that sampling would require may also be encountered during construction activities. At the time of the survey, only limited destructive means were used to locate or sample suspect ACMs; therefore, additional suspect ACMs may remain within inaccessible areas that include, but are not limited to, sub-grade walls, structural members, topping slabs, exterior areas, sub-grade sealants, flooring located below underlayments, vapor barriers, pipe trenches and other subsurface utilities, etc. If additional suspect ACMs are uncovered which were not accessible during this survey, it is recommended that these materials either be assumed to contain asbestos or be sampled prior to disturbance upon discovery for asbestos content by an asbestos inspector in accordance with 29 CFR 1926.1101.

ECS is currently preparing a project specification to delineate and quantify known and suspect hazardous and regulated materials in the buildings and to outline proper procedures for the abatement. This will help protect the owner's liability in better defining the scope of work and contractors' roles and responsibilities in the abatement process and holding the contractor accountable for the performance of the project. The specification typically defines the Contractor's scope of work and outline requirements and procedures that must be followed for the project. The intent of the specification is to give performance requirements for the Contractor so that the project can be completed safely and in compliance with applicable federal and state regulations. Typically, the specification document serves as part of the site owner's contract with the contractor.

5.2 Lead in Paint and Surface Coatings

Based on the findings of the Preliminary Hazardous Materials Survey it is recommended that some paints and surface coatings be treated as lead-containing.

Based on the findings of this report, detectable concentrations of lead were identified on some paints and surface coatings.

The presence of lead is a concern primarily when conditions exist where it may inhaled or ingested. Regardless of the analytical results of this survey, all painted and/or glazed surfaces may still contain concentrations of lead in the paint, which when disturbed, may generate lead dust greater than the Permissible Exposure Limit (PEL) of 50 micrograms per cubic millimeter ($\mu\text{g}/\text{m}^3$) as an 8-hour



Time Weighted Average (TWA) established by the OSHA “Lead Exposure in Construction Rule (29 CFR 1926.62).”

The OSHA standard gives no guidance on acceptable levels of lead in paint at which no exposure to airborne lead (above the action level) would be expected. Rather, OSHA defines airborne concentrations, and references specific types of work practices and operations from which a lead hazard may be generated (reference 29 CFR 1926.62, section d). Environmental and personnel monitoring should be conducted during any removal/demolition process (as appropriate) to verify that actual personal exposures are below the Permissible Exposure Limit (PEL) of 50 micrograms per cubic millimeter ($\mu\text{g}/\text{m}^3$) as an 8-hour Time Weighted Average (TWA). Under OSHA requirements, the contractor performing demolition work will be required to conduct this monitoring and follow applicable requirements under 29 CFR 1926.62 when demolishing the structures.

ECS recommends that representative samples of the demolition/renovation waste stream be collected and analyzed using the EPA Toxicity Characteristic Leaching Procedure (TCLP) analysis prior to disposal of waste stream debris from the site. The purpose of the laboratory testing is to verify and document that the waste stream contains lead concentrations of less than five (5) parts per million (ppm) and therefore is not regulated hazardous waste.

5.3 Universal Waste and Liquid PCBs in Equipment

Fluorescent lamp ballasts manufactured prior to 1979 may contain small quantities of PCBs. Additionally, regardless of “PCB labeling,” ballasts produced between 1980 and 1991 may contain di-ethyl hexyl phthalate (DEHP) which is classified as a potential carcinogen by the EPA. Additionally, DEHP contamination on Superfund sites is common and responsible parties are subject to liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) should cleanup of DEHP be necessary. ECS recommends that all ballasts removed be inspected and properly recycled. Newer ballasts (labeled as non-PCB containing) may be disposed of as normal construction waste.

ECS recommends that fluorescent lamps be recycled in accordance with EPA and D.C. regulations. Recycling is the most environmental friendly means of disposal for these materials. Fluorescent lamps may be disposed as universal waste if they remain unbroken during removal. If bulbs are crushed or broken prior to disposal, they are classified as hazardous waste by the EPA.

The disposal of universal waste and lamp ballasts must be performed in a manner by which the individual wastes are segregated and disposed of properly as required by federal regulations. If any of these materials are observed to be leaking or otherwise damaged prior to disposal they must be disposed of as hazardous waste in accordance with EPA regulations. Handling, packaging, labeling, and disposal of hazardous materials should be performed in accordance with EPA and Department of Transportation regulations.

Generators of universal and hazardous waste must obtain an EPA Generator ID number in order to dispose of these materials.



6.0 LIMITATIONS

During this study, samples were submitted for analysis at an accredited laboratory via polarized light microscopy. As with any similar survey of this nature, actual conditions exist only at the precise locations from which 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.

The conclusions and recommendations presented within this report are based upon a reasonable level of assessment within normal bounds and standards of professional practice for a site in this particular geographic setting. ECS is not responsible or liable for the discovery and elimination of hazards that may potentially cause damage, accidents, or injuries.

The observations, conclusions, and recommendations pertaining to environmental conditions at the subject site are necessarily limited to conditions observed, and/or materials reviewed at the time this study was undertaken. No warranty, expressed or implied, is made with regard to the conclusions and recommendations presented within this report. This report is provided for the exclusive use of the client. This report is not intended to be used or relied upon in connection with other projects or by other unidentified third parties without the written consent of ECS and the client.

Our recommendations are in part based on federal, state, and local regulations and guidelines. ECS 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. Under this scope of services, ECS assumes no responsibility regarding any response actions initiated as a result of these findings. General compliance with regulations and response actions are the sole responsibility of the Client and should be conducted in accordance with local, state, and/or federal requirements.



Appendix I: Site Photographs



1 - View of Cantina Marina.



2 - View of Pier 3 Office Building.



3 - View of Asbestos-Containing White Mastic associated with Silver HVAC Insulation Wrap in the 1st Floor North Electrical Room of the Pier 3 Office Building. Sample No. 7.



4 - View of Asbestos-Containing Black Parapet Coping Sealant on the Roof of the Pier 3 Office Building. Sample No. R5.



5 - View of Asbestos-Containing Gray/Black HVAC Sealant beneath Foil/Plastic Insulation on the Roof of the Pier 3 Office Building. Sample No. R9.



6 - View of Asbestos-Containing Roof Pitch Pocket on the Roof of the Cantina Marina Building. Sample No. R11.



7 - View of Asbestos-Containing Foil HVAC Insulation Wrap on the Roof of the Cantina Marina Building. Sample No. R15.



8 - View of Lead-Based Glaze on Brown Ceramic Wall Tiles in the 2nd Floor Restroom of the Pier 3 Office Building. XRF Reading No. 18.



9 - View of Lead-Based Glaze on Blue Ceramic Wall Tiles in the Exterior Bar Area of Cantina Marina. XRF Reading No. 44.



10 - View of Lead-Based Glaze on Yellow Ceramic Wall Tiles in the Restroom of Cantina Marina. XRF Reading No. 52.



11 - View of Lead-Based Glaze on Blue Ceramic Wall Tiles in the Restroom of Cantina Marina.
XRF Reading No. 55.



12 - View of Lead-Based Glaze on Pink Ceramic Wall Tiles in the 2nd Floor of Cantina Marina.
XRF Reading No. 62.



13 - View of Lead-Based Paint on White Metal Crown Molding in the 2nd Floor of Cantina Marina. XRF Reading No. 69.



14 - View of Lead-Based Glaze on Green Ceramic Baseboard and Floor Tiles in the Restroom of Cantina Marina. XRF Reading Nos. 87 & 88.



15 - View of Fire Suppression System in the Kitchen of Cantina Marina.

Appendix II: Asbestos Bulk Sample Results

BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sample Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
<u>Pier 3 Office Building</u>			
1	1st Floor North Electrical Room	Drywall Wallboard	NAD
2	2nd Floor East Office	Drywall Wallboard	NAD
3	1st Floor Odyssey Office	Drywall Wallboard	NAD
4	1st Floor North Electrical Room	Drywall Joint Compound	NAD
5	2nd Floor East Office	Drywall Joint Compound	NAD
6	1st Floor Odyssey Office	Drywall Joint Compound	NAD
7	1st Floor North Electrical Room	Silver HVAC Insulation Wrap with White Mastic	3% Chrysotile
8	2nd Floor Photogenic Office	Silver HVAC Insulation Wrap with White Mastic	N/A
9	1st Floor Odyssey Conference Room	Silver HVAC Insulation Wrap with White Mastic	N/A
10	1st Floor North Electrical Room	Yellow Ceiling I-Beam Mastic	NAD
11	1st Floor North Electrical Room	Yellow Ceiling I-Beam Mastic	NAD
12 - A	2nd Floor Hallway	4" Black Cove Base	NAD
12 - B	2nd Floor Hallway	Tan Mastic associated with 4" Black Cove Base	NAD
13 - A	2nd Floor Hallway	4" Black Cove Base	NAD
13 - B	2nd Floor Hallway	Tan Mastic associated with 4" Black Cove Base	NAD
14 - A	2nd Floor Hallway	4" Beige Cove Base	NAD
14 - B	2nd Floor Hallway	Tan Mastic associated with 4" Beige Cove Base	NAD
15 - A	2nd Floor Hallway	4" Beige Cove Base	NAD
15 - B	2nd Floor Hallway	Tan Mastic associated with 4" Beige Cove Base	NAD
16	2nd Floor Hallway	2' x 4' White Pinhole with Fissures Ceiling Tile	NAD
17	2nd Floor Photogenic Office	2' x 4' White Pinhole with Fissures Ceiling Tile	NAD
18	2nd Floor Front Office	2' x 4' Off-White Pinhole with Fissures Ceiling Tile	NAD
19	2nd Floor Photogenic Office	2' x 4' Off-White Pinhole with Fissures Ceiling Tile	NAD
20 - A	2nd Floor Hallway	4" Brown Cove Base	NAD

Notes:
Bold = Asbestos Containing Material
 NAD = No Asbestos Detected
 N/A = Sample Not Analyzed; Positive Stop

BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sample Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
20 - B	2nd Floor Hallway	Tan Mastic associated with 4" Brown Cove Base	NAD
21 - A	2nd Floor Hallway	4" Brown Cove Base	NAD
21 - B	2nd Floor Hallway	Tan Mastic associated with 4" Brown Cove Base	NAD
22 - A	2nd Floor East Break Room	12" x 12" White Mottled Floor Tile	NAD
22 - B	2nd Floor East Break Room	Brown Mastic associated with 12" x 12" White Mottled Floor Tile	NAD
23 - A	2nd Floor East Break Room	12" x 12" White Mottled Floor Tile	NAD
23 - B	2nd Floor East Break Room	Brown Mastic associated with 12" x 12" White Mottled Floor Tile	NAD
24 - A	2nd Floor East Break Room	4" White Cove Base	NAD
24 - B	2nd Floor East Break Room	Yellow Mastic associated with 4" White Cove Base	NAD
25 - A	2nd Floor East Break Room	4" White Cove Base	NAD
25 - B	2nd Floor East Break Room	Yellow Mastic associated with 4" White Cove Base	NAD
26	2nd Floor Photogenic Office	White HVAC Pin Mastic	NAD
27	2nd Floor Photogenic Office	White HVAC Pin Mastic	NAD
28	2nd Floor Photogenic Office	Black and Yellow Carpet Mastic	NAD
29	2nd Floor Photogenic Office	Black and Yellow Carpet Mastic	N/A - Unable to Separate From Wood
30	2nd Floor Kitchen	16" x 16" Beige Peel and Stick Floor Tile	NAD
31	2nd Floor Kitchen	16" x 16" Beige Peel and Stick Floor Tile	NAD
32 - A	2nd Floor Kitchen	Second Layer Floor Tile	NAD
32 - B	2nd Floor Kitchen	Yellow Mastic associated with Second Layer Floor Tile	NAD
33 - A	2nd Floor Kitchen	Second Layer Floor Tile	NAD
33 - B	2nd Floor Kitchen	Yellow Mastic associated with Second Layer Floor Tile	NAD
34	2nd Floor East Office	Yellow Carpet Mastic	NAD
35	1st Floor Entrance Lobby	Yellow Carpet Mastic	NAD
36	1st Floor Entrance Lobby	2' x 2' White Textured Ceiling Tile	NAD

Notes:

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NAD = No Asbestos Detected

N/A = Sample Not Analyzed; Positive Stop

BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sample Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
37	1st Floor Conference Room	2' x 2' White Textured Ceiling Tile	NAD
38	1st Floor Kitchen	Gray Sink Undercoat	NAD
39	1st Floor Kitchen	Gray Sink Undercoat	NAD
40	1st Floor Entrance Lobby	Interior White Door Caulk	NAD
41	1st Floor Cubical Area	Interior White Door Caulk	NAD
42	1st Floor Entrance Lobby	Interior White Window Caulk	NAD
43	1st Floor South Office	Interior White Window Caulk	NAD
44 - A	1st Floor Kitchen	Turquoise Vinyl Floor Tile	NAD
44 - B	1st Floor Kitchen	Yellow Mastic associated with Turquoise Vinyl Floor	NAD
45 - A	1st Floor Kitchen	Turquoise Vinyl Floor Tile	NAD
45 - B	1st Floor Kitchen	Yellow Mastic associated with Turquoise Vinyl Floor	NAD
46 - A	1st Floor Kitchen	4" Black Covebase	NAD
46 - B	1st Floor Kitchen	Tan Mastic associated with 4" Black Covebase	NAD
47 - A	1st Floor Kitchen	4" Black Covebase	NAD
47 - B	1st Floor Kitchen	Tan Mastic associated with 4" Black Covebase	NAD
R1	Roof	Roof Hatch Sealant	NAD
R2	Roof	Roof Hatch Sealant	NAD
R3	Roof	Gray Roof Patch Sealant	NAD
R4	Roof	Gray Roof Patch Sealant	NAD
R5	Roof	Black Parapet Coping Sealant	6% Chrysotile
R6	Roof	Black Parapet Coping Sealant	N/A
R7 - A	Roof	Silver Layer of Multiple Layered Wall Sealant	NAD
R7 - B	Roof	Blue Layer of Multiple Layered Wall Sealant	NAD
R8 - A	Roof	Silver Layer of Multiple Layered Wall Sealant	NAD

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BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sample Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
R8 - B	Roof	Blue Layer of Multiple Layered Wall Sealant	NAD
R9	Roof	Gray/Black HVAC Sealant beneath Insulation	5% Chrysotile
R10	Roof	Gray/Black HVAC Sealant beneath Insulation	N/A
R11 - A	Roof	Roof Flashing	NAD
R11 - B	Roof	Felt associated with Roof Flashing	NAD
R12 - A	Roof	Roof Flashing	NAD
R12 - B	Roof	Felt associated with Roof Flashing	NAD
R13 - A	Roof	Top Roof Layer Sheeting(Asphalt Sheeting)	NAD
R13 - B	Roof	Top Roof Layer Felt (Asphalt Sheeting)	NAD
R14 - A	Roof	Top Roof Layer Sheeting(Asphalt Sheeting)	NAD
R14 - B	Roof	Top Roof Layer Felt (Asphalt Sheeting)	NAD
R15	Roof	2nd Roof Layer (Fescoboard)	NAD
R16	Roof	2nd Roof Layer (Fescoboard)	NAD
R17 - A	Roof	3rd Roof Layer (Asphalt)	NAD
R17 - B	Roof	3rd Roof Layer (Perlite/Asphalt Insulation)	NAD
R18 - A	Roof	3rd Roof Layer (Asphalt)	NAD
R18 - B	Roof	3rd Roof Layer (Perlite/Asphalt Insulation)	NAD
R19	Roof	4th Roof Layer (Pitch)	NAD
R20	Roof	4th Roof Layer (Pitch)	NAD
R21 - A	Roof	Bottom Roof Layer (Fescoboard)	NAD
R21 - B	Roof	Bottom Roof Layer (Fescoboard)	NAD
R22 - A	Roof	Bottom Roof Layer (Fescoboard)	NAD
R22 - B	Roof	Bottom Roof Layer (Fescoboard)	NAD
R23	Roof	Silver Flashing Sealant	NAD

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BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sample Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
R24	Roof	Silver Flashing Sealant	NAD
R25	Roof	Black Vent Sealant	NAD
R26	Roof	Black Vent Sealant	NAD
R27	Roof	Silver Metal Roof Paint	NAD
R28	Roof	Silver Metal Roof Paint	NAD
E1	West Exterior	Black Carpet Mastic/Sealant	NAD
E2	West Exterior	Black Carpet Mastic/Sealant	NAD
E3	North Exterior	White Baseboard Caulk	NAD
E4	West Exterior	White Baseboard Caulk	NAD
E5 - A	North Exterior	Tan Layer of Multiple Layered Door Caulk	NAD
E5 - B	North Exterior	Gray Layer of Multiple Layered Door Caulk	NAD
E6 - A	North Exterior	Tan Layer of Multiple Layered Door Caulk	NAD
E6 - B	North Exterior	Gray Layer of Multiple Layered Door Caulk	NAD
E7 - A	North Exterior	Tan Layer of Multiple Layered Door Caulk	NAD
E7 - B	North Exterior	Gray Layer of Multiple Layered Door Caulk	NAD
E8 - A	North Exterior	Tan Layer of Multiple Layered Door Caulk	NAD
E8 - B	North Exterior	Gray Layer of Multiple Layered Door Caulk	NAD
E9	North Exterior	Gray Soffit Caulk	NAD
E10	North Exterior	Gray Soffit Caulk	NAD
E11	East Exterior Stairwell	Residual Black Floor Mastic	NAD
E12	East Exterior Stairwell	Residual Black Floor Mastic	NAD
<u>Cantina Marina</u>			
1	2nd Floor	White Window Caulk	NAD
2	2nd Floor	White Window Caulk	NAD

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BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sample Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
3	2nd Floor	White Baseboard Caulk	NAD
4	2nd Floor	White Baseboard Caulk	NAD
5	2nd Floor	Drywall Wallboard	NAD
6	1st Floor Mechanical Closet	Drywall Wallboard	NAD
7	2nd Floor	Drywall Joint Compound	NAD
8	1st Floor Mechanical Closet	Drywall Joint Compound	NAD
9 - A	2nd Floor	Wood Patterned Flooring	NAD
9 - B	2nd Floor	Yellow Mastic associated with Wood Patterned Flooring	NAD
10 - A	2nd Floor	Wood Patterned Flooring	NAD
10 - B	2nd Floor	Yellow Mastic associated with Wood Patterned Flooring	NAD
11 - A	2nd Floor	16" x 16" Red Mat Floor Tile	NAD
11 - B	2nd Floor	Yellow Mastic associated with 16" x 16" Red Mat Floor Tile	NAD
12 - A	2nd Floor	16" x 16" Red Mat Floor Tile	NAD
12 - B	2nd Floor	Yellow Mastic associated with 16" x 16" Red Mat Floor Tile	NAD
13 - A	2nd Floor	16" x 16" Black Mat Floor Tile	NAD
13 - B	2nd Floor	Yellow Mastic associated with 16" x 16" Black Mat Floor Tile	NAD
14 - A	2nd Floor	16" x 16" Black Mat Floor Tile	NAD
14 - B	2nd Floor	Yellow Mastic associated with 16" x 16" Black Mat Floor Tile	NAD
15	2nd Floor	Ceiling Insulation Wrap	NAD
16	2nd Floor	Ceiling Insulation Wrap	NAD
17	2nd Floor	White Ceramic Tile Thin Set	NAD
18	1st Floor Bathroom	White Ceramic Tile Thin Set	NAD
19	Stairwell	Yellow Carpet Mastic	NAD
20	Stairwell	Yellow Carpet Mastic	NAD

Notes:

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N/A = Sample Not Analyzed; Positive Stop

BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sample Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
21 - A	Stairwell	Turquoise Epoxy Flooring	NAD
21 - B	Stairwell	Mastic associated with Turquoise Epoxy Flooring	NAD
22 - A	1st Floor Hallway	Turquoise Epoxy Flooring	NAD
22 - B	1st Floor Hallway	Mastic associated with Turquoise Epoxy Flooring	NAD
23 - A	Stairwell	Brown Stair Tread	NAD
23 - B	Stairwell	Mastic associated with Brown Stair Tread	NAD
24 - A	Stairwell	Brown Stair Tread	NAD
24 - B	Stairwell	Mastic associated with Brown Stair Tread	NAD
25 - A	1st Floor Kitchen	White Wall Panel	NAD
25 - B	1st Floor Kitchen	Cream Mastic associated with White Wall Panel	NAD
26 - A	1st Floor Kitchen	White Wall Panel	NAD
26 - B	1st Floor Kitchen	Cream Mastic associated with White Wall Panel	NAD
27	1st Floor Hallway	2' x 2' White Drywall Ceiling Tile	NAD
28	1st Floor Kitchen	2' x 2' White Drywall Ceiling Tile	NAD
29	Exterior Rear Storage	Gray Ceiling Panel	NAD
30	Exterior Rear Storage	Gray Ceiling Panel	NAD
31	Exterior Rear Storage	Brown Ceiling Pegboard	NAD
32	Exterior Rear Storage	Brown Ceiling Pegboard	NAD

Notes:

Bold = Asbestos Containing Material

NAD = No Asbestos Detected

N/A = Sample Not Analyzed; Positive Stop

Appendix III: XRF Lead-Based Paint Readings



XRF LEAD-BASED PAINT RESULTS

<u>Date</u>	<u>Reading</u>	<u>Room</u>	<u>Location</u>	<u>Side</u>	<u>Color</u>	<u>Substrate</u>	<u>Component</u>	<u>Pb</u>	<u>Pb +/-</u>
19-Dec-17	1	<i>Standardization</i>						N/A	N/A
19-Dec-17	2	<i>Calibration</i>						1.13	0.06
19-Dec-17	3	<i>Calibration</i>						1.14	0.07
19-Dec-17	4	<i>Calibration</i>						1.15	0.07
19-Dec-17	5	2nd Floor Hallway	Pier 3 Building	B	White	Drywall	Wall	0.00	0.00
19-Dec-17	6	2nd Floor Hallway	Pier 3 Building	B	White	Wood	Door	0.04	0.01
19-Dec-17	7	2nd Floor Hallway	Pier 3 Building	B	White	Wood	Door Casing	0.00	0.00
19-Dec-17	8	2nd Floor Hallway	Pier 3 Building	B	Beige	Metal	Door Casing	0.02	0.02
19-Dec-17	9	2nd Floor Conference Room	Pier 3 Building	C	Brown	Wood	Window Sill	0.00	0.01
19-Dec-17	10	2nd Floor Conference Room	Pier 3 Building	D	White	Drywall	Wall	0.00	0.00
19-Dec-17	11	2nd Floor Conference Room	Pier 3 Building	D	Brown	Wood	Window Casing	0.05	0.05
19-Dec-17	12	2nd Floor Entrance of Kitchen	Pier 3 Building	B	Beige	Ceramic	Floor	0.00	0.00
19-Dec-17	13	2nd Floor Kitchen	Pier 3 Building	C	Black	Wood	Cabinet	0.01	0.02
19-Dec-17	14	2nd Floor Kitchen	Pier 3 Building	A	Beige	Vinyl	Cove Base	0.00	0.00
19-Dec-17	15	2nd Floor Men's Restroom	Pier 3 Building	D	Beige	Ceramic	Sink	0.00	0.01
19-Dec-17	16	2nd Floor Women's Restroom	Pier 3 Building	D	Brown	Ceramic	Wall	0.00	0.00



XRF LEAD-BASED PAINT RESULTS

<u>Date</u>	<u>Reading</u>	<u>Room</u>	<u>Location</u>	<u>Side</u>	<u>Color</u>	<u>Substrate</u>	<u>Component</u>	<u>Pb</u>	<u>Pb +/-</u>
19-Dec-17	17	2nd Floor Women's Restroom	Pier 3 Building	D	Brown	Ceramic	Wall	0.06	0.02
19-Dec-17	18	2nd Floor Women's Restroom	Pier 3 Building	C	Brown	Ceramic	Wall	1.00	0.07
19-Dec-17	19	2nd Floor Women's Restroom	Pier 3 Building	B	Beige	Metal	Panel	0.00	0.01
19-Dec-17	20	2nd Floor Office	Pier 3 Building	D	Black	Vinyl	Cove Base	0.08	0.03
19-Dec-17	21	2nd Floor Office	Pier 3 Building	D	Varnish	Wood	Window Sill	0.01	0.01
19-Dec-17	22	2nd Floor Office	Pier 3 Building	B	Blue	Wood	Window Sill	0.00	0.02
19-Dec-17	23	Exterior	Cantina Marina	B	Blue	Wood	Window Casing	0.00	0.00
19-Dec-17	24	Exterior	Cantina Marina	B	White	Wood	Wall	0.00	0.00
19-Dec-17	25	Exterior	Cantina Marina	A	Black	Metal	Door	0.00	0.01
19-Dec-17	26	Exterior	Cantina Marina	A	Gray	Wood	Floor	0.02	0.02
19-Dec-17	27	Exterior	Cantina Marina	D	Gray	Vinyl	Fence	0.04	0.04
19-Dec-17	28	Exterior	Cantina Marina	A	White	Wood	Ceiling	0.00	0.00
19-Dec-17	29	Exterior	Cantina Marina	D	Varnish	Wood	Fence	0.01	0.02
19-Dec-17	30	Exterior	Cantina Marina	A	Yellow	Wood	Stairs	0.00	0.00
19-Dec-17	31	Exterior	Cantina Marina	A	Blue	Wood	Window Casing	0.00	0.00
19-Dec-17	32	Exterior	Cantina Marina	A	Blue	Wood	Window	0.01	0.02



XRF LEAD-BASED PAINT RESULTS

<u>Date</u>	<u>Reading</u>	<u>Room</u>	<u>Location</u>	<u>Side</u>	<u>Color</u>	<u>Substrate</u>	<u>Component</u>	<u>Pb</u>	<u>Pb +/-</u>
19-Dec-17	33	Exterior	Cantina Marina	B	Dark Blue	Wood	Wall	0.03	0.05
19-Dec-17	34	Exterior	Cantina Marina	C	Blue	Vinyl	Column	0.00	0.00
19-Dec-17	35	Exterior	Cantina Marina	B	Yellow	Concrete	Stairs	0.02	0.01
19-Dec-17	36	Exterior	Cantina Marina	D	Blue	Vinyl	Wall	0.02	0.02
19-Dec-17	37	Exterior	Cantina Marina	D	White	Metal	Pipe	0.00	0.00
19-Dec-17	38	Exterior Bar Area	Cantina Marina	D	Red	Metal	Door Casing	0.01	0.02
19-Dec-17	39	Exterior Bar Area	Cantina Marina	D	Yellow	Metal	Cabinet	0.02	0.02
19-Dec-17	40	Exterior Bar Area	Cantina Marina	B	Varnish	Wood	Shelf	0.04	0.06
19-Dec-17	41	Exterior Bar Area	Cantina Marina	D	Light Green	Metal	Cabinet Door	0.01	0.01
19-Dec-17	42	Exterior Bar Area	Cantina Marina	C	Black	Wood	Wall	0.00	0.00
19-Dec-17	43	Exterior Bar Area	Cantina Marina	C	White	Wood	Wall	0.00	0.00
19-Dec-17	44	Exterior Bar Area	Cantina Marina	B	Blue	Ceramic	Wall	1.00	0.02
19-Dec-17	45	Exterior Bar Area	Cantina Marina	C	Violet	Wood	Wall	0.00	0.00
19-Dec-17	46	Exterior Bar Area	Cantina Marina	C	Brown	Wood	Wall	0.00	0.00
19-Dec-17	47	Exterior Bar Area	Cantina Marina	C	Pink	Wood	Wall	0.00	0.00
19-Dec-17	48	Exterior Bar Area	Cantina Marina	B	Yellow	Metal	Cabinet	0.00	0.01



XRF LEAD-BASED PAINT RESULTS

<u>Date</u>	<u>Reading</u>	<u>Room</u>	<u>Location</u>	<u>Side</u>	<u>Color</u>	<u>Substrate</u>	<u>Component</u>	<u>Pb</u>	<u>Pb +/-</u>
19-Dec-17	49	Exterior of Restroom	Cantina Marina	B	Blue	Metal	Door	0.00	0.00
19-Dec-17	50	Exterior of Restroom	Cantina Marina	C	Yellow	Metal	Door Casing	0.00	0.00
19-Dec-17	51	Restroom	Cantina Marina	A	Blue	Ceramic	Wall	0.01	0.00
19-Dec-17	52	Restroom	Cantina Marina	B	Yellow	Ceramic	Wall	1.00	0.01
19-Dec-17	53	Restroom	Cantina Marina	C	Green	Drywall	Wall	0.00	0.00
19-Dec-17	54	Restroom	Cantina Marina	B	Yellow	Metal	Cabinet	0.00	0.00
19-Dec-17	55	Restroom	Cantina Marina	D	Dark Blue	Ceramic	Wall	1.00	0.01
19-Dec-17	56	Restroom	Cantina Marina	A	Beige	Vinyl	Sink	0.03	0.08
19-Dec-17	57	Kitchen	Cantina Marina	B	Yellow	Vinyl	Door Casing	0.02	0.03
19-Dec-17	58	Kitchen	Cantina Marina	B	Blue	Metal	Balcony Door	0.01	0.01
19-Dec-17	59	Kitchen	Cantina Marina	A	Red	Metal	Door Casing	0.00	0.01
19-Dec-17	60	Kitchen	Cantina Marina	B	White	Wood	Door Casing	0.00	0.01
19-Dec-17	61	Kitchen	Cantina Marina	B	Yellow	Drywall	S Wall	0.00	0.00
19-Dec-17	62	2nd Floor	Cantina Marina	A	Pink	Ceramic	Wall	1.00	0.01
19-Dec-17	63	2nd Floor	Cantina Marina	D	Brown	Metal	Ceiling Beam	0.00	0.01
19-Dec-17	64	2nd Floor	Cantina Marina	B	Varnish	Wood	Column	0.01	0.01



XRF LEAD-BASED PAINT RESULTS

<u>Date</u>	<u>Reading</u>	<u>Room</u>	<u>Location</u>	<u>Side</u>	<u>Color</u>	<u>Substrate</u>	<u>Component</u>	<u>Pb</u>	<u>Pb +/-</u>
19-Dec-17	65	2nd Floor	Cantina Marina	A	Blue	Wood	Bar Shelf	0.01	0.02
19-Dec-17	66	2nd Floor	Cantina Marina	C	Blue	Wood	cove base	0.00	0.00
19-Dec-17	67	2nd Floor	Cantina Marina	D	Blue	Metal	Door Casing	0.00	0.00
19-Dec-17	68	2nd Floor	Cantina Marina	D	Green	Wood	Shelf	0.00	0.00
19-Dec-17	69	2nd Floor	Cantina Marina	B	White	Metal	Gutter	1.00	0.01
19-Dec-17	70	2nd Floor	Cantina Marina	B	Yellow	Wood	Door Casing	0.00	0.00
19-Dec-17	71	2nd Floor	Cantina Marina	A	Brown	Wood	Floor	0.00	0.00
19-Dec-17	72	2nd Floor	Cantina Marina	C	Blue	Concrete	Floor	0.49	0.08
19-Dec-17	73	1st Floor	Cantina Marina	C	Red	Concrete	Floor	0.29	0.05
19-Dec-17	74	Exterior	Cantina Marina	C	Red	Metal	Stairs	0.01	0.01
19-Dec-17	75	Electrical Room	Pier 3 Building	B	Brown	Metal	Beam	0.02	0.01
19-Dec-17	76	1st Floor Cubical Area	Pier 3 Building	C	Green	Drywall	Wall	0.00	0.00
19-Dec-17	77	1st Floor Cubical Area	Pier 3 Building	C	White	Wood	Window Sill	0.00	0.00
19-Dec-17	78	1st Floor Cubical Area	Pier 3 Building	B	Green	Drywall	Column	0.00	0.00
19-Dec-17	79	1st Floor Cubical Area	Pier 3 Building	B	White	Metal	Door Casing	0.00	0.00
19-Dec-17	80	1st Floor Cubical Area	Pier 3 Building	B	Varnish	Wood	Door	0.03	0.03



XRF LEAD-BASED PAINT RESULTS

<u>Date</u>	<u>Reading</u>	<u>Room</u>	<u>Location</u>	<u>Side</u>	<u>Color</u>	<u>Substrate</u>	<u>Component</u>	<u>Pb</u>	<u>Pb +/-</u>
19-Dec-17	81	1st Floor Cubical Area	Pier 3 Building	B	Black	Vinyl	Cabinet	0.00	0.00
19-Dec-17	82	1st Floor Cubical Area	Pier 3 Building	C	Beige	Drywall	Wall	0.01	0.01
19-Dec-17	83	1st Floor Conference Room	Pier 3 Building	D	White	Wood	Chair Rail	0.00	0.00
19-Dec-17	84	1st Floor Office	Pier 3 Building	C	White	Drywall	Wall	0.01	0.00
19-Dec-17	85	1st Floor Office	Pier 3 Building	D	White	Metal	Window Casing	0.00	0.00
19-Dec-17	86	1st Floor Restroom	Pier 3 Building	B	Beige	Vinyl	Countertop	0.00	0.00
19-Dec-17	87	1st Floor Restroom	Pier 3 Building	B	Green	Ceramic	Floor	1.00	0.01
19-Dec-17	88	1st Floor Restroom	Pier 3 Building	D	Green	Ceramic	Cove Base	1.00	0.01
19-Dec-17	89	<i>Calibration</i>						1.10	0.05
19-Dec-17	90	<i>Calibration</i>						1.09	0.05
19-Dec-17	91	<i>Calibration</i>						1.10	0.05

Appendix IV: Laboratory Report(s)



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 1727120
Analysis ID: 1727120_PLM
Date Received: 12/20/2017
Date Reported: 12/26/2017

Project: 37:1306-V7 / Cantina Marina

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1	White Window Caulk	None Detected		100% Other	White Non Fibrous Heterogeneous
1727120PLM_1					Dissolved
2	White Window Caulk	None Detected		100% Other	White Non Fibrous Heterogeneous
1727120PLM_2					Dissolved
3	White Baseboard Caulk	None Detected		100% Other	White Non Fibrous Heterogeneous
1727120PLM_3					Dissolved
4	White Baseboard Caulk	None Detected		100% Other	White Non Fibrous Heterogeneous
1727120PLM_4					Dissolved
5	Drywall Wallboard	None Detected	12% Cellulose	88% Other	White, Brown Non Fibrous Heterogeneous
1727120PLM_5					Crushed
6	Drywall Wallboard	None Detected	12% Cellulose	88% Other	White, Brown Non Fibrous Heterogeneous
1727120PLM_6					Crushed
7	Drywall Joint Compound	None Detected		100% Other	White Non Fibrous Homogeneous
1727120PLM_7					Crushed
8	Drywall Joint Compound	None Detected		100% Other	White Non Fibrous Homogeneous
1727120PLM_8					Crushed

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Bart Huber (44)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 1727120
Analysis ID: 1727120_PLM
Date Received: 12/20/2017
Date Reported: 12/26/2017

Project: 37:1306-V7 / Cantina Marina

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
9 - A	Wood Patterned Flooring with Yellow Mastic	None Detected		100% Other	Brown Non Fibrous Homogeneous
1727120PLM_9	flooring				Dissolved
9 - B	Wood Patterned Flooring with Yellow Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_33	mastic				Dissolved
10 - A	Wood Patterned Flooring with Yellow Mastic	None Detected		100% Other	Brown Non Fibrous Homogeneous
1727120PLM_10	flooring				Dissolved
10 - B	Wood Patterned Flooring with Yellow Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_34	mastic				Dissolved
11 - A	16" x 16" Red Mat Floor Tile with Yellow Mastic	None Detected		100% Other	Red Non Fibrous Homogeneous
1727120PLM_11	tile				Dissolved
11 - B	16" x 16" Red Mat Floor Tile with Yellow Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_35	mastic				Dissolved
12 - A	16" x 16" Red Mat Floor Tile with Yellow Mastic	None Detected		100% Other	Red Non Fibrous Homogeneous
1727120PLM_12	tile				Dissolved
12 - B	16" x 16" Red Mat Floor Tile with Yellow Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_36	mastic				Dissolved

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Bart Huber (44)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 1727120
Analysis ID: 1727120_PLM
Date Received: 12/20/2017
Date Reported: 12/26/2017

Project: 37:1306-V7 / Cantina Marina

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
13 - A	16" x 16" Black Mat Floor Tile with Yellow Mastic	None Detected		100% Other	Black Non Fibrous Homogeneous
1727120PLM_13	tile				Dissolved
13 - B	16" x 16" Black Mat Floor Tile with Yellow Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_37	mastic				Dissolved
14 - A	16" x 16" Black Mat Floor Tile with Yellow Mastic	None Detected		100% Other	Black Non Fibrous Homogeneous
1727120PLM_14	tile				Dissolved
14 - B	16" x 16" Black Mat Floor Tile with Yellow Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_38	mastic				Dissolved
15	Ceiling Insulation Wrap	None Detected	80% Cellulose 10% Fiber Glass	10% Other	White Fibrous Homogeneous
1727120PLM_15	wrap on fiberglass				Dissolved
16	Ceiling Insulation Wrap	None Detected	80% Cellulose 10% Fiber Glass	10% Other	White Fibrous Heterogeneous
1727120PLM_16	wrap on fiberglass				Teased
17	White Ceramic Tile Thin Set	None Detected		100% Other	White Non Fibrous Heterogeneous
1727120PLM_17					Crushed
18	White Ceramic Tile Thin Set	None Detected		100% Other	White Non Fibrous Heterogeneous
1727120PLM_18					Crushed

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Bart Huber (44)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 1727120
Analysis ID: 1727120_PLM
Date Received: 12/20/2017
Date Reported: 12/26/2017

Project: 37:1306-V7 / Cantina Marina

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
19	Yellow Carpet Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_19					Dissolved
20	Yellow Carpet Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_20					Dissolved
21 - A	Turquoise Appoxy Flooring	None Detected		100% Other	Blue Non Fibrous Heterogeneous
1727120PLM_21	flooring				Crushed, Dissolved
21 - B	Turquoise Appoxy Flooring	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_39	mastic				Dissolved
22 - A	Turquoise Appoxy Flooring	None Detected		100% Other	Blue Non Fibrous Heterogeneous
1727120PLM_22	flooring				Crushed, Dissolved
22 - B	Turquoise Appoxy Flooring	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_40	mastic				Dissolved
23 - A	Brown Stair Tread	None Detected		100% Other	Brown Non Fibrous Homogeneous
1727120PLM_23	tread				Dissolved
23 - B	Brown Stair Tread	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_41	mastic				Dissolved

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Bart Huber (44)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 1727120
Analysis ID: 1727120_PLM
Date Received: 12/20/2017
Date Reported: 12/26/2017

Project: 37:1306-V7 / Cantina Marina

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
24 - A	Brown Stair Tread	None Detected		100% Other	Brown Non Fibrous Homogeneous
1727120PLM_24	tread				Dissolved
24 - B	Brown Stair Tread	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_42	mastic				Dissolved
25 - A	White Wall Panel with Cream Mastic	None Detected	45% Fiber Glass	55% Other	White Non Fibrous Heterogeneous
1727120PLM_25	panel				Teased, Dissolved
25 - B	White Wall Panel with Cream Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_43	mastic				Dissolved
26 - A	White Wall Panel with Cream Mastic	None Detected	45% Fiber Glass	55% Other	White Non Fibrous Heterogeneous
1727120PLM_26	panel				Teased, Dissolved
26 - B	White Wall Panel with Cream Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727120PLM_44	mastic				Dissolved
27	2' x 2' White Drywall Ceiling Tile	None Detected	12% Cellulose 3% Fiber Glass	85% Other	White, Brown Non Fibrous Heterogeneous
1727120PLM_27					Crushed
28	2' x 2' White Drywall Ceiling Tile	None Detected	12% Cellulose 3% Fiber Glass	85% Other	White, Brown Non Fibrous Heterogeneous
1727120PLM_28					Crushed

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Bart Huber (44)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 1727120
Analysis ID: 1727120_PLM
Date Received: 12/20/2017
Date Reported: 12/26/2017

Project: 37:1306-V7 / Cantina Marina

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
29	Gray Ceiling Panel	None Detected	80% Cellulose	20% Other	Gray Fibrous Heterogeneous
1727120PLM_29					Teased
30	Gray Ceiling Panel	None Detected	80% Cellulose	20% Other	Gray Fibrous Heterogeneous
1727120PLM_30					Teased
31	Brown Ceiling Pegboard	None Detected	98% Cellulose	2% Other	Brown Fibrous Heterogeneous
1727120PLM_31					Teased
32	Brown Ceiling Pegboard	None Detected	98% Cellulose	2% Other	Brown Fibrous Heterogeneous
1727120PLM_32					Teased

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAL. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Bart Huber (44)

Analyst

Approved Signatory

Client: ECS Capitol Services, PLLC
Contact: Michael Hamill
Address: 655 15th Street, Lobby Level, NW,
Phone: (202)-400-2188
Fax:
Email: mhamill@ecslimited.com
Project: 37:1306-V7 / Cantina Marina
Client Notes: **POSITIVE STOP (Except for Drywall/Joint Compound)**
P.O. #: 37:1306-V7 / Cantina Marina
Date Submitted: 12/19/2017 0:00
Analysis: PLM EPA 600/R-93/116
TurnAroundTime: 3 day TAT

***Instructions:**
 Use Column "B" for your contact info
 To See an Example Click the bottom Example Tab.
 Enter samples between "<<" and ">>"
 Begin Samples with a "<<" above the first sample and end with a ">>" below the last sample.
 Only Enter your data on the first sheet "Sheet1"
 Note: Data 1 and Data 2 are optional fields that do not show up on the official report, however they will be included in the electronic data returned to you to facilitate your reintegration of the report data.

127120

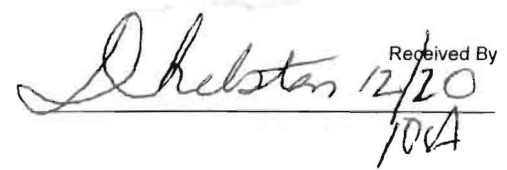
Scientific Analytical Institute

**4604 Dundas Drive
 Greensboro, NC 27407
 Phone: 336.292.3888
 Fax: 336.292.3313
 Email: lab@sailab.com**

Sample Number	Data 1	Sample Description	Data 2
<<			
1		White Window Caulk	2nd Floor
2		White Window Caulk	2nd Floor
3		White Baseboard Caulk	2nd Floor
4		White Baseboard Caulk	2nd Floor
5		Drywall Wallboard	2nd Floor
6		Drywall Wallboard	1st Floor Mechanical Closet
7		Drywall Joint Compound	2nd Floor
8		Drywall Joint Compound	1st Floor Mechanical Closet
9		Wood Patterned Flooring with Yellow Mastic	2nd Floor
10		Wood Patterned Flooring with Yellow Mastic	2nd Floor
11		16" x 16" Red Mat Floor Tile with Yellow Mastic	2nd Floor
12		16" x 16" Red Mat Floor Tile with Yellow Mastic	2nd Floor
13		16" x 16" Black Mat Floor Tile with Yellow Mastic	2nd Floor
14		16" x 16" Black Mat Floor Tile with Yellow Mastic	2nd Floor
15		Ceiling Insulation Wrap	2nd Floor
16		Ceiling Insulation Wrap	2nd Floor
17		White Ceramic Tile Thin Set	2nd Floor
18		White Ceramic Tile Thin Set	1st Floor Bathroom
19		Yellow Carpet Mastic	Stairwell
20		Yellow Carpet Mastic	Stairwell
21		Turquoise Appoxy Flooring	Stairwell
22		Turquoise Appoxy Flooring	1st Floor Hallway
23		Brown Stair Tread	Stairwell
24		Brown Stair Tread	Stairwell
25		White Wall Panel with Cream Mastic	1st Floor Kitchen
26		White Wall Panel with Cream Mastic	1st Floor Kitchen
27		2' x 2' White Drywall Ceiling Tile	1st Floor Hallway
28		2' x 2' White Drywall Ceiling Tile	1st Floor Kitchen
29		Gray Ceiling Panel	Exterior Rear Storage
30		Gray Ceiling Panel	Exterior Rear Storage
31		Brown Ceiling Pegboard	Exterior Rear Storage
32		Brown Ceiling Pegboard	Exterior Rear Storage
>>			

Accepted
Rejected

Relinquished By 

Received By  12/20/17



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 1727122
Analysis ID: 1727122_PLM
Date Received: 12/20/2017
Date Reported: 12/26/2017

Project: 37:1306-V7 / Pier 3 Office Building

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1	Drywall Wallboard	None Detected	15% Cellulose 5% Fiber Glass	80% Gypsum	Brown, White Fibrous Heterogeneous
1727122PLM_1					Teased
2	Drywall Wallboard	None Detected	15% Cellulose 5% Fiber Glass	80% Gypsum	Brown, White Fibrous Heterogeneous
1727122PLM_2					Teased
3	Drywall Wallboard	None Detected	20% Cellulose	80% Gypsum	Brown, White Fibrous Heterogeneous
1727122PLM_3					Teased
4	Drywall Joint Compound	None Detected		100% Other	White Non Fibrous Homogeneous
1727122PLM_4					Crushed
5	Drywall Joint Compound	None Detected		100% Other	White Non Fibrous Homogeneous
1727122PLM_5					Crushed
6	Drywall Joint Compound	None Detected		100% Other	White Non Fibrous Homogeneous
1727122PLM_6					Crushed
7	Silver HVAC Insulation Wrap with White Mastic	3% Chrysotile	20% Cellulose 10% Fiber Glass	67% Other	White, Silver Non Fibrous Heterogeneous
1727122PLM_7	wrap/mastic				Dissolved
8	Silver HVAC Insulation Wrap with White Mastic	Not Analyzed			
1727122PLM_8					

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Sharon Donald (117)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 1727122
Analysis ID: 1727122_PLM
Date Received: 12/20/2017
Date Reported: 12/26/2017

Project: 37:1306-V7 / Pier 3 Office Building

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
9	Silver HVAC Insulation Wrap with White Mastic	Not Analyzed			
1727122PLM_9					
10	Yellow Ceiling I-Beam Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727122PLM_10					Dissolved
11	Yellow Ceiling I-Beam Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727122PLM_11					Dissolved
12 - A	4" Black Cove Base with Tan Mastic	None Detected		100% Other	Black Non Fibrous Homogeneous
1727122PLM_12	cove base				Ashed
12 - B	4" Black Cove Base with Tan Mastic	None Detected		100% Other	Tan Non Fibrous Homogeneous
1727122PLM_88	mastic				Dissolved
13 - A	4" Black Cove Base with Tan Mastic	None Detected		100% Other	Black Non Fibrous Homogeneous
1727122PLM_13	cove base				Ashed
13 - B	4" Black Cove Base with Tan Mastic	None Detected		100% Other	Tan Non Fibrous Homogeneous
1727122PLM_89	mastic				Dissolved
14 - A	4" Beige Cove Base with Tan Mastic	None Detected		100% Other	Beige Non Fibrous Homogeneous
1727122PLM_14	cove base				Ashed

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Sharon Donald (117)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



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Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
14 - B	4" Beige Cove Base with Tan Mastic	None Detected		100% Other	Tan Non Fibrous Homogeneous
1727122PLM_90	mastic				Dissolved
15 - A	4" Beige Cove Base with Tan Mastic	None Detected		100% Other	Beige Non Fibrous Homogeneous
1727122PLM_15	cove base				Ashed
15 - B	4" Beige Cove Base with Tan Mastic	None Detected		100% Other	Tan Non Fibrous Homogeneous
1727122PLM_91	mastic				Dissolved
16	2' x 4' White Pinhole with Fissures Ceiling Tile	None Detected	50% Cellulose 30% Mineral Wool	10% Perlite 10% Other	Gray, White Fibrous Heterogeneous
1727122PLM_16					Teased
17	2' x 4' White Pinhole with Fissures Ceiling Tile	None Detected	50% Cellulose 30% Mineral Wool	10% Perlite 10% Other	Gray, White Fibrous Heterogeneous
1727122PLM_17					Teased
18	2' x 4' Off-White Pinhole with Fissures Ceiling Tile	None Detected	50% Cellulose 30% Mineral Wool	10% Perlite 10% Other	Gray, White Fibrous Heterogeneous
1727122PLM_18					Teased
19	2' x 4' Off-White Pinhole with Fissures Ceiling Tile	None Detected	50% Cellulose 30% Mineral Wool	10% Perlite 10% Other	Gray, White Fibrous Heterogeneous
1727122PLM_19					Teased
20 - A	4" Brown Cove Base with Tan Mastic	None Detected		100% Other	Brown Non Fibrous Homogeneous
1727122PLM_20	cove base				Ashed

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Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
20 - B	4" Brown Cove Base with Tan Mastic	None Detected		100% Other	Tan Non Fibrous Homogeneous
1727122PLM_92	mastic				Dissolved
21 - A	4" Brown Cove Base with Tan Mastic	None Detected		100% Other	Brown Non Fibrous Homogeneous
1727122PLM_21	cove base				Ashed
21 - B	4" Brown Cove Base with Tan Mastic	None Detected		100% Other	Tan Non Fibrous Homogeneous
1727122PLM_93	mastic				Dissolved
22 - A	12" x 12" White Mottled Floor Tile with Brown Mastic	None Detected		100% Other	White Non Fibrous Heterogeneous
1727122PLM_22	tile				Dissolved
22 - B	12" x 12" White Mottled Floor Tile with Brown Mastic	None Detected		100% Other	Brown Non Fibrous Homogeneous
1727122PLM_94	mastic				Dissolved
23 - A	12" x 12" White Mottled Floor Tile with Brown Mastic	None Detected		100% Other	White Non Fibrous Heterogeneous
1727122PLM_23	tile				Dissolved
23 - B	12" x 12" White Mottled Floor Tile with Brown Mastic	None Detected		100% Other	Brown Non Fibrous Homogeneous
1727122PLM_95	mastic				Dissolved
24 - A	4" White Cove Base with Yellow Mastic	None Detected		100% Other	White Non Fibrous Homogeneous
1727122PLM_24	cove base				Ashed

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Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
24 - B	4" White Cove Base with Yellow Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727122PLM_96	mastic				Dissolved
25 - A	4" White Cove Base with Yellow Mastic	None Detected		100% Other	White Non Fibrous Homogeneous
1727122PLM_25	cove base				Ashed
25 - B	4" White Cove Base with Yellow Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727122PLM_97	mastic				Dissolved
26	White HVAC Pin Mastic	None Detected		100% Other	White Non Fibrous Homogeneous
1727122PLM_26					Dissolved
27	White HVAC Pin Mastic	None Detected		100% Other	White Non Fibrous Homogeneous
1727122PLM_27					Dissolved
28	Black and Yellow Carpet Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727122PLM_28	yellow mastic				Dissolved
29	Black and Yellow Carpet Mastic	Not Analyzed			
1727122PLM_29	unable to separate from wood				
30	16" x 16" Beige Peel and Stick Floor Tile	None Detected		100% Other	Beige Non Fibrous Heterogeneous
1727122PLM_30					Dissolved

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Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
31	16" x 16" Beige Peel and Stick Floor Tile	None Detected		100% Other	Beige Non Fibrous Heterogeneous
1727122PLM_31					Dissolved
32 - A	Second Layer Floor Tile with Yellow Mastic	None Detected		100% Other	Beige Non Fibrous Heterogeneous
1727122PLM_32	tile				Dissolved
32 - B	Second Layer Floor Tile with Yellow Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727122PLM_98	mastic				Dissolved
33 - A	Second Layer Floor Tile with Yellow Mastic	None Detected		100% Other	Beige Non Fibrous Heterogeneous
1727122PLM_33	tile				Dissolved
33 - B	Second Layer Floor Tile with Yellow Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727122PLM_99	mastic				Dissolved
34	Yellow Carpet Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727122PLM_34					Dissolved
35	Yellow Carpet Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727122PLM_35					Dissolved
36	2' x 2' White Textured Ceiling Tile	None Detected	90% Mineral Wool	10% Other	White Fibrous Heterogeneous
1727122PLM_36					Teased

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Lab Sample ID	Lab Notes				Treatment
37	2' x 2' White Textured Ceiling Tile	None Detected	90% Mineral Wool	10% Other	White Fibrous Heterogeneous
1727122PLM_37					Teased
38	Gray Sink Undercoat	None Detected	10% Cellulose	90% Other	Gray Non Fibrous Homogeneous
1727122PLM_38					Dissolved
39	Gray Sink Undercoat	None Detected	10% Cellulose	90% Other	Gray Non Fibrous Homogeneous
1727122PLM_39					Dissolved
40	Interior White Door Caulk	None Detected		100% Other	White, Green Non Fibrous Homogeneous
1727122PLM_40					Ashed
41	Interior White Door Caulk	None Detected		100% Other	White, Green Non Fibrous Homogeneous
1727122PLM_41					Ashed
42	Interior White Window Caulk	None Detected		100% Other	White Non Fibrous Homogeneous
1727122PLM_42					Ashed
43	Interior White Window Caulk	None Detected		100% Other	White Non Fibrous Homogeneous
1727122PLM_43					Ashed
44 - A	Turquoise Vinyl Floor	None Detected		100% Other	Blue Non Fibrous Heterogeneous
1727122PLM_44	tile				Dissolved

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Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
44 - B	Turquoise Vinyl Floor	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727122PLM_100	mastic				Dissolved
45 - A	Turquoise Vinyl Floor	None Detected		100% Other	Blue Non Fibrous Heterogeneous
1727122PLM_45	tile				Dissolved
45 - B	Turquoise Vinyl Floor	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1727122PLM_101	mastic				Dissolved
46 - A	4" Black Covebase with Tan Mastic	None Detected		100% Other	Blue Non Fibrous Homogeneous
1727122PLM_46	cove base				Ashed
46 - B	4" Black Covebase with Tan Mastic	None Detected		100% Other	Tan Non Fibrous Homogeneous
1727122PLM_102	mastic				Dissolved
47 - A	4" Black Covebase with Tan Mastic	None Detected		100% Other	Blue Non Fibrous Homogeneous
1727122PLM_47	cove base				Ashed
47 - B	4" Black Covebase with Tan Mastic	None Detected		100% Other	Tan Non Fibrous Homogeneous
1727122PLM_103	mastic				Dissolved
R1	Roof Hatch Sealant	None Detected	10% Cellulose	90% Other	Silver Non Fibrous Homogeneous
1727122PLM_48					Ashed

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Lab Sample ID	Lab Notes				Treatment
R2	Roof Hatch Sealant	None Detected	10% Cellulose	90% Other	Silver Non Fibrous Homogeneous
1727122PLM_49					Ashed
R3	Gray Roof Patch Sealant	None Detected	15% Cellulose	85% Other	Black Non Fibrous Homogeneous
1727122PLM_50					Dissolved
R4	Gray Roof Patch Sealant	None Detected	15% Cellulose	85% Other	Black Non Fibrous Homogeneous
1727122PLM_51					Dissolved
R5	Black Parapet Coping Sealant	6% Chrysotile		94% Other	Gray, Black Non Fibrous Heterogeneous
1727122PLM_52					Dissolved
R6	Black Parapet Coping Sealant	Not Analyzed			
1727122PLM_53					
R7 - A	Multiple Layered Wall Sealant	None Detected	10% Cellulose	90% Other	Black, Silver Non Fibrous Heterogeneous
1727122PLM_54	silver layer				Dissolved
R7 - B	Multiple Layered Wall Sealant	None Detected	15% Cellulose	85% Other	Black, Blue Non Fibrous Heterogeneous
1727122PLM_104	blue layer				Dissolved
R8 - A	Multiple Layered Wall Sealant	None Detected		100% Other	Gray Non Fibrous Homogeneous
1727122PLM_55	gray layer				Crushed

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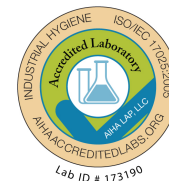
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Lab Sample ID	Lab Notes				Treatment
R8 - B	Multiple Layered Wall Sealant	None Detected	15% Cellulose	85% Other	Black, Blue Non Fibrous Heterogeneous
1727122PLM_105	blue layer				Dissolved
R9	Gray/Black HVAC Sealant beneath Insulation	5% Chrysotile		95% Other	Black, Silver Non Fibrous Heterogeneous
1727122PLM_56					Dissolved
R10	Gray/Black HVAC Sealant beneath Insulation	Not Analyzed			
1727122PLM_57					
R11 - A	Roof Flashing	None Detected	10% Synthetic Fibers	90% Other	Black, Silver Non Fibrous Heterogeneous
1727122PLM_58	flashing				Dissolved
R11 - B	Roof Flashing	None Detected	60% Fiber Glass	40% Other	Black Non Fibrous Heterogeneous
1727122PLM_106	felt				Dissolved
R12 - A	Roof Flashing	None Detected	10% Synthetic Fibers	90% Other	Black, Silver Non Fibrous Heterogeneous
1727122PLM_59	flashing				Dissolved
R12 - B	Roof Flashing	None Detected	60% Fiber Glass	40% Other	Black Fibrous Heterogeneous
1727122PLM_107	felt				Teased, Dissolved
R13 - A	Top Roof Layer (Asphalt Sheeting)	None Detected	10% Cellulose	90% Other	Black, Silver Non Fibrous Heterogeneous
1727122PLM_60	sheeting				Dissolved

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Lab Sample ID	Lab Notes				Treatment
R13 - B	Top Roof Layer (Asphalt Sheeting)	None Detected	60% Fiber Glass	40% Other	Black Fibrous Heterogeneous
1727122PLM_108	felt				Teased, Dissolved
R14 - A	Top Roof Layer (Asphalt Sheeting)	None Detected	20% Cellulose	80% Other	Black, Silver Non Fibrous Heterogeneous
1727122PLM_61	sheeting				Dissolved
R14 - B	Top Roof Layer (Asphalt Sheeting)	None Detected	60% Fiber Glass	40% Other	Black Fibrous Heterogeneous
1727122PLM_109	felt				Teased, Dissolved
R15	2nd Roof Layer (Fescoboard)	None Detected	85% Cellulose	15% Other	Brown, Black Fibrous Heterogeneous
1727122PLM_62					Teased
R16	2nd Roof Layer (Fescoboard)	None Detected	85% Cellulose	15% Other	Brown, Black Fibrous Heterogeneous
1727122PLM_63					Teased
R17 - A	3rd Roof Layer (Perlite/Asphalt)	None Detected		100% Other	Black Non Fibrous Heterogeneous
1727122PLM_64	asphalt				Dissolved
R17 - B	3rd Roof Layer (Perlite/Asphalt)	None Detected	90% Cellulose	10% Perlite	Brown Fibrous Heterogeneous
1727122PLM_110	insulation				Teased
R18 - A	3rd Roof Layer (Perlite/Asphalt)	None Detected		100% Other	Black Non Fibrous Heterogeneous
1727122PLM_65	asphalt				Dissolved

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Lab Sample ID	Lab Notes				Treatment
R18 - B	3rd Roof Layer (Perlite/Asphalt)	None Detected	90% Cellulose	10% Perlite	Brown Fibrous Heterogeneous
1727122PLM_111	insulation				Teased
R19	4th Roof Layer (Pitch)	None Detected	10% Cellulose 10% Fiber Glass	80% Other	Black Non Fibrous Heterogeneous
1727122PLM_66					Dissolved
R20	4th Roof Layer (Pitch)	None Detected	10% Cellulose 10% Fiber Glass	80% Other	Black Non Fibrous Heterogeneous
1727122PLM_67					Dissolved
R21 - A	Bottom Roof Layer (Fescoboard)	None Detected	90% Cellulose	10% Other	Brown Fibrous Homogeneous
1727122PLM_68	fiber board				Teased
R21 - B	Bottom Roof Layer (Fescoboard)	None Detected	10% Cellulose 10% Fiber Glass	80% Other	Black Non Fibrous Heterogeneous
1727122PLM_112	asphalt				Dissolved
R22 - A	Bottom Roof Layer (Fescoboard)	None Detected	90% Cellulose	10% Other	Brown Fibrous Homogeneous
1727122PLM_69	fiber board				Teased
R22 - B	Bottom Roof Layer (Fescoboard)	None Detected	10% Cellulose 10% Fiber Glass	80% Other	Black Non Fibrous Heterogeneous
1727122PLM_113	asphalt				Dissolved
R23	Silver Flashing Sealant	None Detected	10% Cellulose	90% Other	Black, Silver Non Fibrous Heterogeneous
1727122PLM_70					Dissolved

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Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 1727122
Analysis ID: 1727122_PLM
Date Received: 12/20/2017
Date Reported: 12/26/2017

Project: 37:1306-V7 / Pier 3 Office Building

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
R24	Silver Flashing Sealant	None Detected	10% Cellulose	90% Other	Black, Silver Non Fibrous Heterogeneous
1727122PLM_71					Dissolved
R25	Black Vent Sealant	None Detected	15% Cellulose	85% Other	Black Non Fibrous Homogeneous
1727122PLM_72					Dissolved
R26	Black Vent Sealant	None Detected	15% Cellulose	85% Other	Black Non Fibrous Homogeneous
1727122PLM_73					Dissolved
R27	Silver Metal Roof Paint	None Detected		100% Other	Gray, Black Non Fibrous Heterogeneous
1727122PLM_74					Dissolved
R28	Silver Metal Roof Paint	None Detected		100% Other	Gray, Black Non Fibrous Heterogeneous
1727122PLM_75					Dissolved
E1	Black Carpet Mastic/Sealant	None Detected	15% Cellulose	85% Other	Black Non Fibrous Heterogeneous
1727122PLM_76					Dissolved
E2	Black Carpet Mastic/Sealant	None Detected	10% Cellulose	90% Other	Black Non Fibrous Heterogeneous
1727122PLM_77					Dissolved
E3	White Baseboard Caulk	None Detected		100% Other	Gray, White Non Fibrous Heterogeneous
1727122PLM_78					Ashed

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAL. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Sharon Donald (117)

Analyst

Approved Signatory



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Lab Sample ID	Lab Notes				Treatment
E4	White Baseboard Caulk	None Detected		100% Other	Gray, White Non Fibrous Heterogeneous
1727122PLM_79					Ashed
E5 - A	Multiple Layered Door Caulk	None Detected		100% Other	Tan Non Fibrous Homogeneous
1727122PLM_80	tan layer				Ashed
E5 - B	Multiple Layered Door Caulk	None Detected		100% Other	Gray Non Fibrous Homogeneous
1727122PLM_114	gray layer				Ashed
E6 - A	Multiple Layered Door Caulk	None Detected		100% Other	Tan Non Fibrous Homogeneous
1727122PLM_81	tan layer				Ashed
E6 - B	Multiple Layered Door Caulk	None Detected		100% Other	Gray Non Fibrous Homogeneous
1727122PLM_115	gray layer				Ashed
E7 - A	Multiple Layered Window Caulk	None Detected		100% Other	Tan Non Fibrous Homogeneous
1727122PLM_82	tan layer				Ashed
E7 - B	Multiple Layered Window Caulk	None Detected		100% Other	Gray Non Fibrous Homogeneous
1727122PLM_116	gray layer				Ashed
E8 - A	Multiple Layered Window Caulk	None Detected		100% Other	Tan Non Fibrous Homogeneous
1727122PLM_83	tan layer				Ashed

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Date Received: 12/20/2017
Date Reported: 12/26/2017

Project: 37:1306-V7 / Pier 3 Office Building

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
E8 - B	Multiple Layered Window Caulk	None Detected		100% Other	Gray Non Fibrous Homogeneous
1727122PLM_117	gray layer				Ashed
E9	Gray Soffit Caulk	None Detected		100% Other	Gray Non Fibrous Homogeneous
1727122PLM_84					Ashed
E10	Gray Soffit Caulk	None Detected		100% Other	Gray Non Fibrous Homogeneous
1727122PLM_85					Ashed
E11	Residual Black Floor Mastic	None Detected		100% Other	Black Non Fibrous Homogeneous
1727122PLM_86					Dissolved
E12	Residual Black Floor Mastic	None Detected		100% Other	Black Non Fibrous Homogeneous
1727122PLM_87					Dissolved

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Sharon Donald (117)

Analyst

Approved Signatory

Client:	ECS Capitol Services, PLLC	*Instructions: Use Column "B" for your contact info
Contact:	Michael Hamill	
Address:	655 15th Street, Lobby Level, NW,	To See an Example Click the bottom Example Tab.
Phone:	(202)-400-2188	
Fax:		
Email:	mhamill@ecslimited.com	
Project:	37:1306-V7 / Pier 3 Office Building	Enter samples between "<<" and ">>" Begin Samples with a "<<" above the first sample and end with a ">>" below the last sample. Only Enter your data on the first sheet "Sheet1"
Client Notes:	POSITIVE STOP (Except for Drywall/Joint Compound)	
P.O. #.	37:1306-V7 / Pier 3 Office Building	<i>Note: Data 1 and Data 2 are optional fields that do not show up on the official report, however they will be included in the electronic data returned to you to facilitate your reintegration of the report data.</i>
Date Submitted:	12/19/2017 16:00	
Analysis:	PLM EPA 600/R-93/116	
TurnAroundTime:	3 day TAT	

1727122

Scientific Analytical Institute



**4604 Dundas Drive
Greensboro, NC 27407
Phone: 336.292.3888
Fax: 336.292.3313
Email: lab@sailab.com**

Sample Number	Data 1	Sample Description	Data 2
<<			
1		Drywall Wallboard	1st Floor North Electrical Room
2		Drywall Wallboard	2nd Floor East Office
3		Drywall Wallboard	1st Floor Odyssey Office
4		Drywall Joint Compound	1st Floor North Electrical Room
5		Drywall Joint Compound	2nd Floor East Office
6		Drywall Joint Compound	1st Floor Odyssey Office
7		Silver HVAC Insulation Wrap with White Mastic	1st Floor North Electrical Room
8		Silver HVAC Insulation Wrap with White Mastic	2nd Floor Photogenic Office
9		Silver HVAC Insulation Wrap with White Mastic	1st Floor Odyssey Conference Room
10		Yellow Ceiling I-Beam Mastic	1st Floor North Electrical Room
11		Yellow Ceiling I-Beam Mastic	1st Floor North Electrical Room
12		4" Black Cove Base with Tan Mastic	2nd Floor Hallway
13		4" Black Cove Base with Tan Mastic	2nd Floor Hallway
14		4" Beige Cove Base with Tan Mastic	2nd Floor Hallway
15		4" Beige Cove Base with Tan Mastic	2nd Floor Hallway
16		2' x 4' White Pinhole with Fissures Ceiling Tile	2nd Floor Hallway
17		2' x 4' White Pinhole with Fissures Ceiling Tile	2nd Floor Photogenic Office
18		2' x 4' Off-White Pinhole with Fissures Ceiling Tile	2nd Floor Front Office
19		2' x 4' Off-White Pinhole with Fissures Ceiling Tile	2nd Floor Photogenic Office
20		4" Brown Cove Base with Tan Mastic	2nd Floor Hallway
21		4" Brown Cove Base with Tan Mastic	2nd Floor Hallway
22		12" x 12" White Mottled Floor Tile with Brown Mastic	2nd Floor East Break Room
23		12" x 12" White Mottled Floor Tile with Brown Mastic	2nd Floor East Break Room
24		4" White Cove Base with Yellow Mastic	2nd Floor East Break Room
25		4" White Cove Base with Yellow Mastic	2nd Floor East Break Room
26		White HVAC Pin Mastic	2nd Floor Photogenic Office
27		White HVAC Pin Mastic	2nd Floor Photogenic Office
28		Black and Yellow Carpet Mastic	2nd Floor Photogenic Office
29		Black and Yellow Carpet Mastic	2nd Floor Photogenic Office
30		16" x 16" Beige Peel and Stick Floor Tile	2nd Floor Kitchen
31		16" x 16" Beige Peel and Stick Floor Tile	2nd Floor Kitchen
32		Second Layer Floor Tile with Yellow Mastic	2nd Floor Kitchen
33		Second Layer Floor Tile with Yellow Mastic	2nd Floor Kitchen
34		Yellow Carpet Mastic	2nd Floor East Office
35		Yellow Carpet Mastic	1st Floor Entrance Lobby
36		2' x 2' White Textured Ceiling Tile	1st Floor Entrance Lobby
37		2' x 2' White Textured Ceiling Tile	1st Floor Conference Room
38	Accepted <input checked="" type="checkbox"/>	Gray Sink Undercoat	1st Floor Kitchen
39		Gray Sink Undercoat	1st Floor Kitchen
40		Interior White Door Caulk	1st Floor Entrance Lobby
41		Interior White Door Caulk	1st Floor Cubical Area
42	Rejected <input type="checkbox"/>	Interior White Window Caulk	1st Floor Entrance Lobby
43		Interior White Window Caulk	1st Floor South Office
44		Turquoise Vinyl Floor	1st Floor Kitchen
45		Turquoise Vinyl Floor	1st Floor Kitchen
46		4" Black Covebase with Tan Mastic	1st Floor Kitchen
47		4" Black Covebase with Tan Mastic	1st Floor Kitchen
R1		Roof Hatch Sealant	Roof
R2		Roof Hatch Sealant	Roof
R3		Gray Roof Patch Sealant	Roof
R4		Gray Roof Patch Sealant	Roof

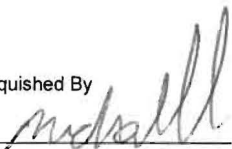
Relinquished By
Michael Hamill

Received By
Shelton 12/20 10A

1727122

R5	Black Parapet Coping Sealant	Roof
R6	Black Parapet Coping Sealant	Roof
R7	Multiple Layered Wall Sealant	Roof
R8	Multiple Layered Wall Sealant	Roof
R9	Gray/Black HVAC Sealant beneath Insulation	Roof
R10	Gray/Black HVAC Sealant beneath Insulation	Roof
R11	Roof Flashing	Roof
R12	Roof Flashing	Roof
R13	Top Roof Layer (Asphalt Sheeting)	Roof
R14	Top Roof Layer (Asphalt Sheeting)	Roof
R15	2nd Roof Layer (Fescoboard)	Roof
R16	2nd Roof Layer (Fescoboard)	Roof
R17	3rd Roof Layer (Perlite/Asphalt)	Roof
R18	3rd Roof Layer (Perlite/Asphalt)	Roof
R19	4th Roof Layer (Pitch)	Roof
R20	4th Roof Layer (Pitch)	Roof
R21	Bottom Roof Layer (Fescoboard)	Roof
R22	Bottom Roof Layer (Fescoboard)	Roof
R23	Silver Flashing Sealant	Roof
R24	Silver Flashing Sealant	Roof
R25	Black Vent Sealant	Roof
R26	Black Vent Sealant	Roof
R27	Silver Metal Roof Paint	Roof
R28	Silver Metal Roof Paint	Roof
E1	Black Carpet Mastic/Sealant	West Exterior
E2	Black Carpet Mastic/Sealant	West Exterior
E3	White Baseboard Caulk	North Exterior
E4	White Baseboard Caulk	West Exterior
E5	Multiple Layered Door Caulk	North Exterior
E6	Multiple Layered Door Caulk	North Exterior
E7	Multiple Layered Window Caulk	North Exterior
E8	Multiple Layered Window Caulk	North Exterior
E9	Gray Soffit Caulk	North Exterior
E10	Gray Soffit Caulk	North Exterior
E11	Residual Black Floor Mastic	East Exterior Stairwell
E12	Residual Black Floor Mastic	East Exterior Stairwell
>>		

Relinquished By



Received By


From: Sharon Donald
To: [Michael P. Hamill](#)
Subject: 1727122_PLM Results (37: 1306-V7/Pier 3 Office Building)
Date: Friday, December 29, 2017 9:22:27 AM

Good Morning Michael,

In response to your question, for sample 7 the chrysotile is contained in the mastic not the insulation wrap. Please let me know if you have additional questions.

Thanks,

Sharon



[Choose Quality.](#)

Sharon Donald
Optical Laboratory Director


Scientific Analytical Institute, Inc.
[4604 Dundas Drive](#)
[Greensboro NC 27407](#)

sdonald@sailab.com
www.sailab.com

tel: [877.292.3888](tel:877.292.3888)
fax: [336.292.3313](tel:336.292.3313)

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**Appendix V: EPA Generator ID
Form 8700-12**

<p>SEND COMPLETED FORM TO: The Appropriate State or Regional Office.</p>	<p>United States Environmental Protection Agency RCRA SUBTITLE C SITE IDENTIFICATION FORM</p>	
<p>1. Reason for Submittal</p> <p>MARK ALL BOX(ES) THAT APPLY</p>	<p>Reason for Submittal:</p> <p><input type="checkbox"/> To provide an Initial Notification (first time submitting site identification information / to obtain an EPA ID number for this location)</p> <p><input type="checkbox"/> To provide a Subsequent Notification (to update site identification information for this location)</p> <p><input type="checkbox"/> As a component of a First RCRA Hazardous Waste Part A Permit Application</p> <p><input type="checkbox"/> As a component of a Revised RCRA Hazardous Waste Part A Permit Application (Amendment # _____)</p> <p><input type="checkbox"/> As a component of the Hazardous Waste Report (If marked, see sub-bullet below)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Site was a TSD facility and/or generator of >1,000 kg of hazardous waste, >1 kg of acute hazardous waste, or >100 kg of acute hazardous waste spill cleanup in one or more months of the report year (or State equivalent LQG regulations)</p>	
<p>2. Site EPA ID Number</p>	<p>EPA ID Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>	
<p>3. Site Name</p>	<p>Name: <input type="text"/></p>	
<p>4. Site Location Information</p>	<p>Street Address: <input type="text"/></p>	
	<p>City, Town, or Village: <input type="text"/></p>	<p>County: <input type="text"/></p>
	<p>State: <input type="text"/></p>	<p>Country: <input type="text"/></p>
<p>5. Site Land Type</p>	<p><input type="checkbox"/> Private <input type="checkbox"/> County <input type="checkbox"/> District <input type="checkbox"/> Federal <input type="checkbox"/> Tribal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other</p>	
<p>6. NAICS Code(s) for the Site (at least 5-digit codes)</p>	<p>A. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>	<p>C. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>
	<p>B. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>	<p>D. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>
<p>7. Site Mailing Address</p>	<p>Street or P.O. Box: <input type="text"/></p>	
	<p>City, Town, or Village: <input type="text"/></p>	
	<p>State: <input type="text"/></p>	<p>Country: <input type="text"/></p>
<p>8. Site Contact Person</p>	<p>First Name: <input type="text"/></p>	<p>MI: <input type="text"/></p>
	<p>Last: <input type="text"/></p>	
	<p>Title: <input type="text"/></p>	
	<p>Street or P.O. Box: <input type="text"/></p>	
	<p>City, Town or Village: <input type="text"/></p>	
	<p>State: <input type="text"/></p>	<p>Country: <input type="text"/></p>
	<p>Zip Code: <input type="text"/></p>	
	<p>Email: <input type="text"/></p>	
<p>Phone: <input type="text"/></p>	<p>Ext.: <input type="text"/></p>	<p>Fax: <input type="text"/></p>
<p>9. Legal Owner and Operator of the Site</p>	<p>A. Name of Site's Legal Owner: <input type="text"/></p>	
	<p>Date Became Owner: <input type="text"/></p>	
	<p>Owner Type: <input type="checkbox"/> Private <input type="checkbox"/> County <input type="checkbox"/> District <input type="checkbox"/> Federal <input type="checkbox"/> Tribal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other</p>	
	<p>Street or P.O. Box: <input type="text"/></p>	
	<p>City, Town, or Village: <input type="text"/></p>	
	<p>State: <input type="text"/></p>	<p>Country: <input type="text"/></p>
	<p>Phone: <input type="text"/></p>	
<p>B. Name of Site's Operator: <input type="text"/></p>		
<p>Date Became Operator: <input type="text"/></p>		
<p>Operator Type: <input type="checkbox"/> Private <input type="checkbox"/> County <input type="checkbox"/> District <input type="checkbox"/> Federal <input type="checkbox"/> Tribal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other</p>		

10. Type of Regulated Waste Activity (at your site)
 Mark "Yes" or "No" for all current activities (as of the date submitting the form); complete any additional boxes as instructed.

A. Hazardous Waste Activities; Complete all parts 1-10.

- Y N **1. Generator of Hazardous Waste**
 If "Yes," mark only one of the following – a, b, or c.
- a. LQG: Generates, in any calendar month, 1,000 kg/mo (2,200 lbs/mo.) or more of hazardous waste; or Generates, in any calendar month, or accumulates at any time, more than 1 kg/mo (2.2 lbs/mo) of acute hazardous waste; or Generates, in any calendar month, or accumulates at any time, more than 100 kg/mo (220 lbs/mo) of acute hazardous spill cleanup material.
- b. SQG: 100 to 1,000 kg/mo (220 – 2,200 lbs/mo) of non-acute hazardous waste.
- c. CESQG: Less than 100 kg/mo (220 lbs/mo) of non-acute hazardous waste.
- If "Yes" above, indicate other generator activities in 2-10.

- Y N **2. Short-Term Generator** (generate from a short-term or one-time event and not from on-going processes). If "Yes," provide an explanation in the Comments section.
- Y N **3. United States Importer of Hazardous Waste**
- Y N **4. Mixed Waste (hazardous and radioactive) Generator**

- Y N **5. Transporter of Hazardous Waste**
 If "Yes," mark all that apply.
- a. Transporter
- b. Transfer Facility (at your site)

- Y N **6. Treater, Storer, or Disposer of Hazardous Waste** Note: A hazardous waste Part B permit is required for these activities.

- Y N **7. Recycler of Hazardous Waste**

- Y N **8. Exempt Boiler and/or Industrial Furnace**
 If "Yes," mark all that apply.
- a. Small Quantity On-site Burner Exemption
- b. Smelting, Melting, and Refining Furnace Exemption

- Y N **9. Underground Injection Control**

- Y N **10. Receives Hazardous Waste from Off-site**

B. Universal Waste Activities; Complete all parts 1-2.

- Y N **1. Large Quantity Handler of Universal Waste (you accumulate 5,000 kg or more) [refer to your State regulations to determine what is regulated]. Indicate types of universal waste managed at your site. If "Yes," mark all that apply.**
- a. Batteries
- b. Pesticides
- c. Mercury containing equipment
- d. Lamps
- e. Other (specify) _____
- f. Other (specify) _____
- g. Other (specify) _____

- Y N **2. Destination Facility for Universal Waste**
 Note: A hazardous waste permit may be required for this activity.

C. Used Oil Activities; Complete all parts 1-4.

- Y N **1. Used Oil Transporter**
 If "Yes," mark all that apply.
- a. Transporter
- b. Transfer Facility (at your site)

- Y N **2. Used Oil Processor and/or Re-refiner**
 If "Yes," mark all that apply.
- a. Processor
- b. Re-refiner

- Y N **3. Off-Specification Used Oil Burner**

- Y N **4. Used Oil Fuel Marketer**
 If "Yes," mark all that apply.
- a. Marketer Who Directs Shipment of Off-Specification Used Oil to Off-Specification Used Oil Burner
- b. Marketer Who First Claims the Used Oil Meets the Specifications

D. Eligible Academic Entities with Laboratories—Notification for opting into or withdrawing from managing laboratory hazardous wastes pursuant to 40 CFR Part 262 Subpart K

❖ You can ONLY Opt into Subpart K if:

- you are at least one of the following: a college or university; a teaching hospital that is owned by or has a formal affiliation agreement with a college or university; or a non-profit research institute that is owned by or has a formal affiliation agreement with a college or university; AND
- you have checked with your State to determine if 40 CFR Part 262 Subpart K is effective in your state

Y N 1. Opting into or currently operating under 40 CFR Part 262 Subpart K for the management of hazardous wastes in laboratories
See the item-by-item instructions for definitions of types of eligible academic entities. Mark all that apply:

- a. College or University
- b. Teaching Hospital that is owned by or has a formal written affiliation agreement with a college or university
- c. Non-profit Institute that is owned by or has a formal written affiliation agreement with a college or university

Y N 2. Withdrawing from 40 CFR Part 262 Subpart K for the management of hazardous wastes in laboratories

11. Description of Hazardous Waste

A. Waste Codes for Federally Regulated Hazardous Wastes. Please list the waste codes of the Federal hazardous wastes handled at your site. List them in the order they are presented in the regulations (e.g., D001, D003, F007, U112). Use an additional page if more spaces are needed.

B. Waste Codes for State-Regulated (i.e., non-Federal) Hazardous Wastes. Please list the waste codes of the State-Regulated hazardous wastes handled at your site. List them in the order they are presented in the regulations. Use an additional page if more spaces are needed.

ADDENDUM TO THE SITE IDENTIFICATION FORM: NOTIFICATION OF HAZARDOUS SECONDARY MATERIAL ACTIVITY



ONLY fill out this form if:

- ❖ You are located in a State that allows you to manage excluded hazardous secondary material (HSM) under 40 CFR 261.2(a)(2)(ii), 261.4(a)(23), (24), or (25) (or state equivalent). See <http://www.epa.gov/epawaste/hazard/dsw/statespf.htm> for a list of eligible states; **AND**
- ❖ You are or will be managing excluded HSM in compliance with 40 CFR 261.2(a)(2)(ii), 261.4(a)(23), (24), or (25) (or state equivalent) or you have stopped managing excluded HSM in compliance with the exclusion(s) and do not expect to manage any amount of excluded HSM under the exclusion(s) for at least one year. Do not include any information regarding your hazardous waste activities in this section.

1. Indicate reason for notification. Include dates where requested.

- Facility will begin managing excluded HSM as of _____ (mm/dd/yyyy).
- Facility is still managing excluded HSM/re-notifying as required by March 1 of each even-numbered year.
- Facility has stopped managing excluded HSM as of _____ (mm/dd/yyyy) and is notifying as required.

2. Description of excluded HSM activity. Please list the appropriate codes and quantities in **short tons** to describe your excluded HSM activity ONLY (do not include any information regarding your hazardous wastes). Use additional pages if more space is needed.

a. Facility code (answer using codes listed in the Code List section of the instructions)	b. Waste code(s) for HSM	c. Estimated short tons of excluded HSM to be managed annually	d. Actual short tons of excluded HSM that was managed during the most recent odd-numbered year	e. Land-based unit code (answer using codes listed in the Code List section of the instructions)

3. Facility has financial assurance pursuant to 40 CFR 261.4(a)(24)(vi). (Financial assurance is required for reclaimers and intermediate facilities managing excluded HSM under 40 CFR 261.4(a)(24) and (25))

Y N Does this facility have financial assurance pursuant to 40 CFR 261.4(a)(24)(vi)?

Appendix VI: Certifications/ Licenses

Certificate of Completion

Michael Hamill

4-Hour Asbestos Inspector Refresher EPA Approved Under TSCA Title II

April 4, 2017

April 4, 2017

ECS-17-1039

Class Date

Examination Date

Certificate Number

7670 Enon Drive, Suite 101
Roanoke, Virginia 24019

Training Location

April 4, 2018

Expiration Date



Chris Chapman

Christopher J. Chapman
Training Program Manager

Diana Krass

Diana Krass
Instructor
ECS Mid-Atlantic, LLC
14026 Thunderbolt Place, Chantilly, Virginia
(703) 471-8400



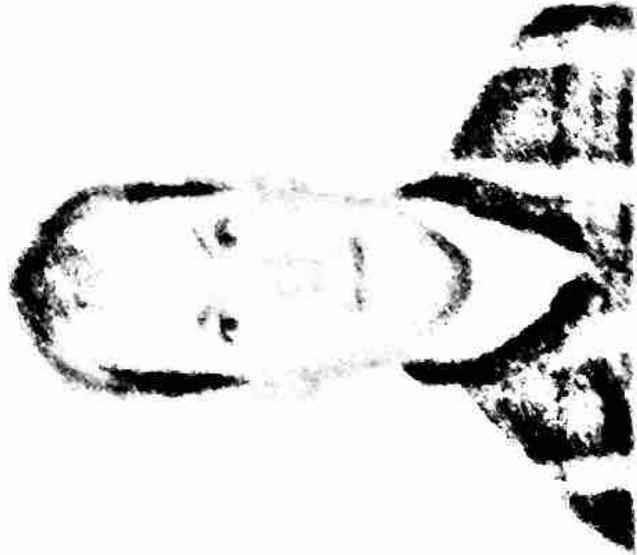
**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF ENERGY & ENVIRONMENT**

006999

★ ★ ★



LEAD AND HEALTHY HOUSING DIVISION
COMPLIANCE AND ENFORCEMENT BRANCH



NAME: Michael Hamill

CLASS CODE: Risk Assessor

EXPIRATION DATE: 9-15-2018

CARD NUMBER: DC16-8148

Tommy Wells

**Tommy Wells
Director**

HAZARDOUS MATERIALS SURVEY



THE WHARF PIER 3 SECURITY BUILDING

600 WATER STREET SW
WASHINGTON, D.C. 20024

ECS PROJECT NO. 37:1306-V7

FOR

WHARF PIER 3 & 4, LLC

FEBRUARY 8, 2018





February 8, 2018

Mr. Tony Albanese
Wharf Pier 3 & 4, LLC
690 Water Street, SW
Washington, DC 20024
c/o
Wharf District Master Developer, LLC

ECS Project No. 37:1306-V7

Reference: Hazardous Materials Survey, The Wharf Pier 3 Security Building, 600 Water Street SW, Washington, D.C.

Dear Mr. Albanese:

ECS Capitol Services, PLLC (ECS) is pleased to provide Wharf Pier 3 & 4, LLC with the results of the above referenced Hazardous Materials Survey performed at The Wharf Pier 3 Security Building located at 600 Water Street SW in Washington, D.C.. This report summarizes our observations, analytical results, findings, and recommendations related to the work performed. The work described in this report was performed by ECS in general accordance with the Scope of Services described in ECS Proposal Number 37:1465-EP and the terms and conditions of the agreement authorizing those services.

ECS appreciates this opportunity to provide Wharf Pier 3 & 4, LLC with our services. If we can be of further assistance to you, please do not hesitate to contact us.

Sincerely,

ECS Capitol Services, PLLC

A handwritten signature in black ink that reads "Michael Hamill".

Michael Hamill
Project Manager
mhamill@ecslimited.com
202-400-2188

A handwritten signature in black ink that reads "Steve Geraci".

Steve Geraci, E.I.T., CHMM
Consultant
sgeraci@ecslimited.com
703-471-8400

EXECUTIVE SUMMARY

The subject property is improved with a one-story mixed-used building. At the time of our survey, the building was occupied and is currently scheduled to be demolished.

The purpose of the survey was to determine if asbestos-containing materials (ACMs), lead-based paints (LBPs), and selected hazardous/universal waste materials are present within the building. The survey was performed within interior and exterior areas of the building as well as the roofs.

Based on the laboratory analysis of the bulk samples collected during the survey, the following materials were reported to contain asbestos:

- Exterior Window Glazing

The lead-based paint survey was performed by a District of Columbia licensed Risk Assessor. Painted and/or glazed surfaces were assessed for lead content using a Direct-Read X-Ray Fluorescence (XRF) Spectrometer. Lead exceeding 1.0 mg/cm² was identified on the following glazed ceramic tile materials:

- Ceramic Floors and Baseboards.

In addition to survey for ACMs and LBPs, ECS surveyed the building for selected materials classified as hazardous waste or universal waste which may require special handling or disposal if removed from the building. The following materials identified during the survey are listed below:

- Fluorescent Lamps and Light Ballasts;
- Mercury in Thermostats, Switches and Lamps;
- High Intensity Discharge Lamps (HIDS Lamps);
- Lead Acid Batteries;
- Fire Extinguishers;
- Miscellaneous Cleaning Supplies.

Recommendations for identified ACMs, lead, and universal waste and/or hazardous waste are provided in Section 5.0 of this report.

This executive summary is not intended to replace the overall findings/recommendations discussed within the full report, and that the findings discussed in this executive summary should only be reviewed within the full context of the report.

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1.0 SITE DESCRIPTION

The subject property is improved with a one-story mixed-use building (referred to as the Security building). At the time of our survey the building was occupied but is currently scheduled to be demolished.

The building consists a security office, two locker rooms, a laundry room, and two storage closets. The building materials observed consist of drywall and ceramic tile walls, various types of floor tiles and carpet on top of wood sub-floors, and a built-up roofing system. The exterior facades consist of wood siding.

2.0 PURPOSE

The purpose of the Hazardous Materials Survey was to identify asbestos-containing materials (ACMs), lead-based paint (LBP), selected universal waste, and suspect liquid poly-chlorinated biphenyl containing equipment which may require special handling and/or disposal if removed during construction activities. The identification of ACMs may require trained labor, regulated work practices, and special disposal. The identification of LBP or other lead hazards may require disclosure to contractors and monitoring of lead exposure. The identification of other regulated materials such as universal waste may require personal protective equipment, training, special handling, packaging, and disposal.

3.0 METHODOLOGY

ECS performed the authorized Scope of Services in general accordance with our proposal, standard industry practice(s) and methods specified by regulation(s) for the identification of Asbestos-Containing Materials (ACMs), Lead-Based Paints (LBPs), universal waste, and suspect liquid PCB-containing equipment and fixtures.

3.1 Asbestos-Containing Materials

The non-invasive asbestos survey was performed by asbestos inspectors who have received EPA accredited training. Samples of suspect ACMs were collected utilizing hand tools and placed into individual, labeled plastic bags. Unique bulk suspect ACM samples were submitted to Scientific Analytical Institute, Inc in Greensboro, North Carolina for analysis via Polarized Light Microscopy (PLM) in accordance with current EPA-600 methodology. Materials consisting of additional layers were analyzed separately. Scientific Analytical Institute, Inc is listed as an accredited laboratory by the National Voluntary Laboratory Accreditation Plan (NVLAP) managed by the National Institute of Standards and Technology (NIST) for bulk sample analysis by currently approved EPA methodology by PLM.

During the survey, ECS attempted to identify suspect ACMs in readily accessible areas. However, due to the destructive means required to identify some materials, certain areas were deemed inaccessible (i.e. behind walls or sub grade materials) and were not surveyed for suspect ACMs. At the time of the survey, access above the suspended ceiling grid on the 2nd floor of the office building was limited. The roof access hatch within the 2nd floor of Cantina Marina was sealed from the outside making



the roof inaccessible. Unidentified suspect ACMs may be located in these and/or other inaccessible areas.

Samples were collected in general accordance with EPA Standard 40 CFR 763 Subpart E, Asbestos Hazard Emergency Response Act (AHERA) and OSHA Standard 29 CFR 1926.1101 Inspection Protocol. Multiple samples of each unique material were submitted. Samples were analyzed using “Positive Stop” methodology. If one sample of a homogeneous material is reported to contain asbestos, the remaining samples of that material are not analyzed. EPA regulations stipulate that if one sample contains asbestos the entire quantity of that material contains asbestos, regardless of additional analysis.

3.2 Lead in Paint and Surface Coatings

The Lead-Based Paint (LBP) survey was performed by a District of Columbia licensed Risk Assessor using a X-Ray Fluorescence (XRF) Spectrometer to identify lead concentrations in painted and glazed surfaces.

The survey was conducted utilizing the U.S. EPA definition of LBP. Under this definition, painted surfaces which contain lead in concentrations equal to or greater than 1.0 milligrams per square centimeter ($\geq 1.0 \text{ mg/cm}^2$) are classified as coated with LBP. Paints with concentrations of lead detectable by the XRF are considered lead-containing paints. Additionally, fixtures or components that are manufactured with a factory applied glazing (i.e., sinks, toilets, ceramic tiles, etc.) are tested as these factory-applied finishes often contain lead. Activities which disturb lead-containing paints and glazing (while not lead-based paints by the U.S. EPA definition) are regulated by OSHA (29 CFR 1926.62).

Because the current or proposed use of the property is not residential or child-occupied, the scope of the LBP survey was not conducted in accordance with HUD Chapter 7 requirements. This representative screening survey included taking readings from selected walls, windows, doors, and miscellaneous components. Walls are listed by letter with wall “A” being the entrance of the subject building, proceeding clockwise to “B, C, D”, etc.

3.3 Universal Waste and Suspect Liquid PCB-Containing Equipment

ECS performed a visual survey of the interior and exterior of the buildings for the presence of selected universal waste materials and suspect liquid PCB-containing equipment. ECS surveyed the the structures for selected suspect materials, specifically storage batteries, stored pesticides, mercury-containing equipment and lamps. Additionally, lamp ballasts suspected of containing PCBs and lead-containing equipment were documented if observed.

No sampling or other characterization was performed as part of this scope of service. Additionally, ECS did not access any energized electrical equipment or other equipment/devices which were in use or that may pose a hazard to ECS personnel or building occupants.

4.0 RESULTS

The following is a summary of laboratory results, findings and observations.



4.1 Asbestos-Containing Materials

An Asbestos-Containing Material (ACM) is defined as any material containing more than one percent (>1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, PLM. Materials are categorized by the U.S. EPA in the following categories:

- Friable ACMs are defined as any ACM that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure.
- Non-friable ACMs are defined as any ACM that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- Category I non-friable ACM are listed as following: packings, gaskets, resilient floor coverings, and asphalt roofing products containing more than one percent (>1%) asbestos.
- Category II non-friable ACM are listed as any material, excluding Category I non-friable ACM, containing more than one percent (>1%) asbestos.

Regulated Asbestos Containing Materials (RACM) are friable ACM or non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading or has crumbled, been pulverized, or reduced to powder in the course of renovation and/or demolition operations.

Scientific Analytical Institute, Inc submitted a signed final laboratory report to ECS. In total, forty-four (44) bulk samples were submitted to the laboratory of which fifty-three (53) layers were analyzed. One (1) of the bulk samples submitted for analysis were reported to contain asbestos in detectable concentrations. These materials are summarized below. A complete list of the sampled materials submitted for analysis and sample locations are located in the Appendix of this report. Additional details regarding the overall locations of the materials identified as asbestos-containing are provided further in the report. Photographs of collected samples reported as asbestos-containing are also located in the Appendix of this report.

Summary of Asbestos-Containing Materials Identified

Location	Material Description	Analytical Result	Category
West Exterior	Exterior Gray Window Glazing	3% Chrysotile	Category II Non-Friable

Please note the location referenced above is the sampling location only. These materials may be found in other areas of the subject building.

Exterior

ECS observed asbestos-containing gray window glazing on the west exterior windows of the subject building and should be treated as an ACM where present throughout the building.

4.2 Suspect or Assumed Asbestos-Containing Materials

Due to the inaccessibility or the destructive means that asbestos sampling requires, additional suspect ACMs may remain within the building hidden behind inaccessible areas that include, but



are not limited to, sub-grade walls, structural members, topping slabs, sub-grade sealants, flooring located below underlayments, areas behind exterior walls, pipe trenches, and subsurface utilities, etc. These areas were deemed inaccessible and were not assessed.

If these materials are discovered during construction activities, they should be presumed to contain asbestos and be treated as ACMs or be sampled immediately upon discovery and prior to disturbance for asbestos content by a certified asbestos inspector in accordance with 29 CFR 1926.1101.

Based upon our past experience in the identification of ACMs in similarly constructed buildings, the following additional suspect ACMs may also be located in inaccessible areas of the structures:

- **Pipe Flange Gaskets** in heating and plumbing systems;
- **Ceramic and Marble Tile Mastic/Floor Felt** associated with ceramic/marble floor and/or wall tiles (if not previously sampled);
- **Fire Door Insulation** in doors and associated casing;
- **Electrical Panels Cement Components and Electrical Cloth** in electrical systems;
- **Waterproofing Membrane/Mastics** behind exterior walls, exterior veneer and/or subgrade walls;
- **Wood Flooring Felt Paper/Mastic** associated with wood sub-floors floors;
- **Interior Air Handler Components:**
- **Vibration Dampener Cloth** associated with HVAC systems.

4.3 Lead in Paint and Surface Coatings

Paint and surface coatings which contain detectable concentrations of lead considered "lead-containing paints". Since OSHA has no specific action level for lead in paint, all paint and glazes on the site found to have a measurable concentrations of lead should be assumed to be lead containing. Work performed which may disturb lead-containing paint or glazes is regulated under OSHA as referenced under 29 CFR 1926.62. A total of forty-six (46) readings were collected during the survey, including calibration readings. Paint and other surface coatings including glazes which are defined by applicable regulations as lead containing are summarized in the table below. Photographs of lead-based paint/glazing identified during this survey are also located in the Appendix.

Summary of XRF Lead-Based Paint Results

Location	Color	Substrate	Component
Bathroom	Ceramic	Tan	Floor Tile
Bathroom	Ceramic	Tan	Baseboard

4.4 Universal Waste and Liquid Suspect PCB-Containing Equipment

The disposal of fixtures and equipment in buildings which contain various substances such as mercury or lead are regulated by local, state, and federal regulation. Collectively most mercury-containing materials and batteries which may contain lead, along with stored pesticides



are classified as "Universal Waste". The disposal of lamp ballasts and electrical transformers which contain suspect PCB-containing oils is also regulated at the state and federal level.

4.4.1 Suspect Polychlorinated Biphenyl (PCB) Containing Ballasts and Equipment

Polychlorinated biphenyls (PCBs) are toxic coolants or lubricating oils used in some electrical transformers and capacitors, hydraulically-operated equipment, light ballasts, and other similar equipment.

As part of our survey, ECS attempted to identify potential liquid PCB containing materials and equipment. At the time of the survey, ECS visually observed several of the fluorescent light ballasts in accessible areas of the building in an attempt to identify labeling indicating the presence/absence of PCB containing fluids. Labeling was not observed or accessible on the ballasts surveyed and thus it is recommended that all ballasts be assumed to be PCB containing unless during demolition when the ballasts are removed evidence of "No PCBs" labeling is identified.

4.4.2 Mercury-Containing Components

The EPA classifies mercury as both hazardous and toxic. The survey included observations for equipment which could contain mercury, such as thermostats, transformers, fluorescent lamps, and switch-containing devices.

As previously discussed, fluorescent lamps were observed. The fluorescent lamps may contain small quantities of mercury. Additionally, exterior pole mounted spot lights should be assumed to contain mercury lamps /HIDS.

4.4.3 Batteries

Lead-acid batteries located in emergency lamps, exit signs, alarm panels and associated with electrical components, etc. were observed or are assumed to be present. No evidence of leaking or damage was observed.

4.4.4 Pesticides

Stored unused pesticides were not observed in the building.

4.4.5 Other Materials Observed

In addition to Universal Waste and PCB-containing ballasts, ECS observed the following materials which may require special handling or disposal when removed from the building:

- Fire Extinguishers in various locations:
- Miscellaneous Cleaning Supplies within the storage closets.

5.0 RECOMMENDATIONS AND REGULATORY REQUIREMENTS

Based on our understanding of the purpose of the Hazardous Materials Survey, the results of laboratory analysis, and our findings and observations, ECS presents the following recommendations.



5.1 Asbestos-Containing Materials

ECS recommends where a material type has been identified as asbestos containing that other materials with similar color, texture, age and size throughout the building's interior and exterior be assumed to contain asbestos. Exterior window glazing was reported positive for asbestos and Section 4.2 contains a list of other materials that, if present, may contain asbestos but were not accessible to be discovered or sampled.

Prior to demolition and once the buildings are vacant, ECS recommends a destructive asbestos-containing materials survey be performed to determine if suspect asbestos-containing materials are present in areas not readily accessible or otherwise excluded from the scope of this survey. Based on our experience, the District Department of Energy and Environment (DOEE) will require this follow-up destructive survey prior to releasing the Department of Consumer and Regulatory Affairs (DCRA) raze building permit.

Regulated asbestos-containing materials (RACMs) are defined as friable asbestos-containing materials, Category I non-friable ACM that has become friable, Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or Category II non-friable ACM that will become friable. Prior to removal of any regulated asbestos-containing materials (RACM), notification of an asbestos project must be made to the District of Columbia and the EPA. This notification must be filed by a District of Columbia certified asbestos abatement contractor 10 business days before starting asbestos abatement activities. If asbestos abatement is to be performed while the building is occupied, a 30-day notification to building occupants is required.

When ACMs are removed, it is recommended that an industrial hygienist monitor the project. This involves collecting air samples from within and outside abatement work areas to monitor the asbestos abatement contractor's work practices over the course of the project. The industrial hygienist should evaluate if the asbestos abatement work is in accordance with project specifications, U.S. EPA regulation 40 CFR Part 61-National Emission Standards for Hazardous Air Pollutants Subpart M: National Emission Standard for Asbestos, and U.S. Occupational Safety and Health Administration (OSHA) regulation 29 CFR 1926.1101 - Asbestos in Construction. The industrial hygienist should assess each work area to monitor the removal of ACMs. Only after the industrial hygienist has determined the identified ACMs have been removed should final clearance air samples be collected (if necessary).

Suspect ACMs not observed due to inaccessibility or not sampled due to the destructive means that sampling would require may also be encountered during construction activities. At the time of the survey, only limited destructive means were used to locate or sample suspect ACMs; therefore, additional suspect ACMs may remain within inaccessible areas that include, but are not limited to, sub-grade walls, structural members, topping slabs, exterior areas, sub-grade sealants, flooring located below underlayments, vapor barriers, pipe trenches and other subsurface utilities, etc. If additional suspect ACMs are uncovered which were not accessible during this survey, it is recommended that these materials either be assumed to contain asbestos or be sampled prior to disturbance upon discovery for asbestos content by an asbestos inspector in accordance with 29 CFR 1926.1101.

ECS is currently preparing a project specification to delineate and quantify known and suspect hazardous and regulated materials in the buildings and to outline proper procedures for the abatement. This will help protect the owner's liability in better defining the scope of work and contractors' roles and responsibilities in the abatement process and holding the contractor accountable for the performance of the project. The specification typically defines the Contractor's scope of work and outline requirements and procedures that must be followed for the project. The intent of the specification is to give performance requirements for the Contractor so that the project can be completed safely and in compliance with applicable federal and state regulations. Typically, the specification document serves as part of the site owner's contract with the contractor.

5.2 Lead in Paint and Surface Coatings

The presence of lead is a concern primarily when conditions exist where it may inhaled or ingested. Regardless of the analytical results of this survey, all painted and/or glazed surfaces may still contain concentrations of lead in the paint, which when disturbed, may generate lead dust greater than the Permissible Exposure Limit (PEL) of 50 micrograms per cubic millimeter ($\mu\text{g}/\text{m}^3$) as an 8-hour Time Weighted Average (TWA) established by the OSHA "Lead Exposure in Construction Rule (29 CFR 1926.62)."

The OSHA standard gives no guidance on acceptable levels of lead in paint at which no exposure to airborne lead (above the action level) would be expected. Rather, OSHA defines airborne concentrations, and references specific types of work practices and operations from which a lead hazard may be generated (reference 29 CFR 1926.62, section d). Environmental and personnel monitoring should be conducted during any removal/demolition process (as appropriate) to verify that actual personal exposures are below the Permissible Exposure Limit (PEL) of 50 micrograms per cubic millimeter ($\mu\text{g}/\text{m}^3$) as an 8-hour Time Weighted Average (TWA). Under OSHA requirements, the contractor performing demolition work will be required to conduct this monitoring and follow applicable requirements under 29 CFR 1926.62 when demolishing the structures.

ECS recommends that representative samples of the demolition/renovation waste stream be collected and analyzed using the EPA Toxicity Characteristic Leaching Procedure (TCLP) analysis prior to disposal of waste stream debris from the site. The purpose of the laboratory testing is to verify and document that the waste stream contains lead concentrations of less than five (5) parts per million (ppm) and therefore is not regulated hazardous waste.

5.3 Universal Waste and Liquid PCBs in Equipment

Fluorescent lamp ballasts manufactured prior to 1979 may contain small quantities of PCBs. Additionally, regardless of "PCB labeling," ballasts produced between 1980 and 1991 may contain di-ethyl hexyl phthalate (DEHP) which is classified as a potential carcinogen by the EPA. Additionally, DEHP contamination on Superfund sites is common and responsible parties are subject to liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) should cleanup of DEHP be necessary. ECS recommends that all ballasts removed be inspected and properly recycled. Newer ballasts (labeled as non-PCB containing) may be disposed of as normal construction waste.



ECS recommends that fluorescent lamps be recycled in accordance with EPA and District of Columbia regulations. Recycling is the most environmental friendly means of disposal for these materials. Fluorescent lamps may be disposed as universal waste if they remain unbroken during removal. If bulbs are crushed or broken prior to disposal, they are classified as hazardous waste by the EPA.

The disposal of universal waste and lamp ballasts must be performed in a manner by which the individual wastes are segregated and disposed of properly as required by federal regulations. If any of these materials are observed to be leaking or otherwise damaged prior to disposal they must be disposed of as hazardous waste in accordance with EPA regulations. Handling, packaging, labeling, and disposal of hazardous materials should be performed in accordance with EPA and Department of Transportation regulations.

Generators of universal and hazardous waste must obtain an EPA Generator ID number in order to dispose of these materials.

6.0 LIMITATIONS

During this study, samples were submitted for analysis at an accredited laboratory via polarized light microscopy. As with any similar survey of this nature, actual conditions exist only at the precise locations from which 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.

The conclusions and recommendations presented within this report are based upon a reasonable level of assessment within normal bounds and standards of professional practice for a site in this particular geographic setting. ECS is not responsible or liable for the discovery and elimination of hazards that may potentially cause damage, accidents, or injuries.

The observations, conclusions, and recommendations pertaining to environmental conditions at the subject site are necessarily limited to conditions observed, and/or materials reviewed at the time this study was undertaken. No warranty, expressed or implied, is made with regard to the conclusions and recommendations presented within this report. This report is provided for the exclusive use of the client. This report is not intended to be used or relied upon in connection with other projects or by other unidentified third parties without the written consent of ECS and the client.

Our recommendations are in part based on federal, state, and local regulations and guidelines. ECS 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. Under this scope of services, ECS assumes no responsibility regarding any response actions initiated as a result of these findings. General compliance with regulations and response actions are the sole responsibility of the Client and should be conducted in accordance with local, state, and/or federal requirements.



Appendix I: Site Photographs



1 - View of Pier 3 Security Building.



2 - View of the North Exterior of the Building.



3 - View of the Roof of the Building.



4 - View of the Roof of the Building.



5 - View of Asbestos-Containing Exterior Gray Window Glaze on the West Exterior of the Building. Sample No. 13.



6 - View of Lead-Based Glaze on Tan Ceramic Floor Tile and Baseboard in the Bathroom. XRF Reading 26 and 43.

Appendix II: Asbestos Bulk Sample Results



XRF LEAD-BASED PAINT RESULTS

Pier 3 Security Building
ECS Project No. 37:1306-V7
Site Visit: January 23, 2017

BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sample Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
1 - A	Security Office	Black Mat Flooring	NAD
1 - B	Security Office	Yellow Mastic associated with Black Mat Flooring	NAD
2 - A	Security Office	Black Mat Flooring	NAD
2 - B	Security Office	Yellow Mastic associated with Black Mat Flooring	NAD
3 - A	Laundry Room	6" x 6" Yellow Linoleum Flooring	NAD
3 - B	Laundry Room	Mastic associated with 6" x 6" Yellow Linoleum Flooring	NAD
3 - C	Laundry Room	Leveling Compound associated with 6" x 6" Linoleum Flooring	NAD
4 - A	Laundry Room	6" x 6" Yellow Linoleum Flooring	NAD
4 - B	Laundry Room	Mastic associated with 6" x 6" Yellow Linoleum Flooring	NAD
5	Security Office	2' x 4' White Pinhole with Fissures Ceiling Tile	NAD
6	Security Office	2' x 4' White Pinhole with Fissures Ceiling Tile	NAD
7	Security Office	2' x 4' White Pinhole Ceiling Tile	NAD
8	Security Office	2' x 4' White Pinhole Ceiling Tile	NAD
9	West Exterior	Exterior White Wall Caulk	NAD
10	South Exterior	Exterior White Wall Caulk	NAD
11	West Exterior	Exterior White Window Caulk	NAD
12	South Exterior	Exterior White Window Caulk	NAD
13	West Exterior	Exterior Gray Window Glaze	5% Chrysotile
14	South Exterior	Exterior Gray Window Glaze	N/A
15	Laundry Room	Drywall Ceiling Board	NAD
16	Laundry Room	Drywall Wall Board	NAD
17	Storage Room	Drywall Wall Board	NAD
18	Laundry Room	Drywall Joint Compound	NAD
19	Laundry Room	Drywall Joint Compound	NAD
20	Storage Room	Drywall Joint Compound	NAD

Notes:

Bold = Asbestos Containing Material

NAD = No Asbestos Detected

N/A = Sample Not Analyzed; Positive Stop



XRF LEAD-BASED PAINT RESULTS

Pier 3 Security Building
ECS Project No. 37:1306-V7
Site Visit: January 23, 2017

BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sample Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
21 - A	Laundry Room	White with Color Dots Sheet Flooring	NAD
21 - B	Laundry Room	Mastic associated with White with Color Dots Sheet Flooring	NAD
22 - A	Laundry Room	White with Color Dots Sheet Flooring	NAD
22 - B	Laundry Room	Mastic associated with White with Color Dots Sheet Flooring	NAD
23	Storage Room	Yellow Wall Mastic	NAD
24	Storage Room	Yellow Wall Mastic	NAD
25	Bathroom	Gray Ceramic Floor Tile Thin Set	NAD
26	Bathroom	Gray Ceramic Floor Tile Thin Set	NAD
27	South Exterior	Green Ceiling Soffit Panels	NAD
28	South Exterior	Green Ceiling Soffit Panels	NAD
29 - A	Roof	Top Roof Layer (Pitch Sheeting)	NAD
29 - B	Roof	Top Roof Layer (Silver Paint associated with Pitch Sheeting)	NAD
30 - A	Roof	Top Roof Layer (Pitch Sheeting)	NAD
30 - B	Roof	Top Roof Layer (Silver Paint associated with Pitch Sheeting)	NAD
31	Roof	Second Roof Layer (Densdeck)	NAD
32	Roof	Second Roof Layer (Densdeck)	NAD
33	Roof	Third Roof Layer (Pitch)	NAD
34	Roof	Third Roof Layer (Pitch)	NAD
35	Roof	Fourth Roof Layer (Asphalt Shingles)	NAD
36	Roof	Fourth Roof Layer (Asphalt Shingles)	NAD
37	Roof	Bottom Roof Layer (Pitch)	NAD
38	Roof	Bottom Roof Layer (Pitch)	NAD
39	Roof	Gray/Black Roof Coping Caulk	NAD
40	Roof	Gray/Black Roof Coping Caulk	NAD
41	Roof	Gray/Black Roof Vent Sealant	NAD

Notes:

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XRF LEAD-BASED PAINT RESULTS

Pier 3 Security Building
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BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sample Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
42	Roof	Gray/Black Roof Vent Sealant	NAD
43	Roof	Roof Pitch Pocket	NAD
44	Roof	Roof Pitch Pocket	NAD

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XRF LEAD-BASED PAINT RESULTS

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XRF LEAD-BASED PAINT RESULTS

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Appendix III: XRF Lead-Based Paint Readings



XRF LEAD-BASED PAINT RESULTS

The Wharf Pier 3
ECS Project No. 37:1306-V7
Site Visit: January 23, 2018

<u>Date</u>	<u>Reading</u>	<u>Room</u>	<u>Side</u>	<u>Color</u>	<u>Substrate</u>	<u>Component</u>	<u>Pb</u>	<u>Pb +/-</u>	
23-Jan-18	1	<i>Standardization</i>						N/A	N/A
23-Jan-18	2	<i>Calibration</i>						1.05	0.04
23-Jan-18	3	<i>Calibration</i>						1.02	0.04
23-Jan-18	4	<i>Calibration</i>						1.03	0.04
23-Jan-18	5	1st Floor	A	White	Wood	Window Casing	0.00	0.00	
23-Jan-18	6	1st Floor	A	White	Wood	Window Sill	0.00	0.00	
23-Jan-18	7	1st Floor	A	White	Wood	Door Casing	0.00	0.00	
23-Jan-18	8	1st Floor	A	White	Metal	Door	0.00	0.00	
23-Jan-18	9	1st Floor	D	White	Metal	Door	0.00	0.00	
23-Jan-18	10	1st Floor	D	White	Wood	Door Casing	0.00	0.00	
23-Jan-18	11	1st Floor	D	White	Wood	Window Casing	0.00	0.00	
23-Jan-18	12	1st Floor	D	Natural	Wood	Wall	0.00	0.00	
23-Jan-18	13	1st Floor	D	Natural	Wood	Wall	0.00	0.00	
23-Jan-18	14	1st Floor	D	Natural	Wood	Baseboard	0.00	0.00	
23-Jan-18	15	1st Floor	C	Natural	Wood	Baseboard	0.00	0.00	
23-Jan-18	16	1st Floor	C	Natural	Wood	Wall	0.00	0.00	
23-Jan-18	17	1st Floor	B	White	Wood	Wall	0.00	0.00	
23-Jan-18	18	1st Floor	B	Gray	Wood	Wall	0.00	0.00	
23-Jan-18	19	1st Floor	B	Gray	Drywall	Wall	0.00	0.00	
23-Jan-18	20	Laundry Room	B	White	Drywall	Wall	0.00	0.00	
23-Jan-18	21	Laundry Room	B	White	Drywall	Ceiling	0.00	0.00	
23-Jan-18	22	Laundry Room	C	White	Wood	Shelf	0.00	0.00	
23-Jan-18	23	Bathroom	C	White	Wood	Door	0.00	0.00	
23-Jan-18	24	Bathroom	C	White	Wood	Door Casing	0.00	0.00	
23-Jan-18	25	Bathroom	D	Tan	Ceramic	Floor Tile	0.01	0.03	
23-Jan-18	26	Bathroom	D	Tan	Ceramic	Floor Tile	1.00	0.03	
23-Jan-18	27	Bathroom	D	Tan	Ceramic	Floor Tile	0.00	0.01	
23-Jan-18	28	Bathroom	D	Tan	Ceramic	Floor Tile	0.02	0.03	

Notes: Bold - Lead Based Paint
Pb - Lead per mg/cm²



XRF LEAD-BASED PAINT RESULTS

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<u>Date</u>	<u>Reading</u>	<u>Room</u>	<u>Side</u>	<u>Color</u>	<u>Substrate</u>	<u>Component</u>	<u>Pb</u>	<u>Pb +/-</u>	
23-Jan-18	29	Bathroom	D	Tan	Ceramic	Floor	0.01	0.01	
23-Jan-18	30	Exterior	C	Gray	Wood	Wall	0.00	0.00	
23-Jan-18	31	Exterior	D	Gray	Wood	Wall	0.00	0.00	
23-Jan-18	32	Exterior	D	Blue	Wood	Window Casing	0.00	0.00	
23-Jan-18	33	Exterior	D	Blue	Wood	Window Sill	0.00	0.00	
23-Jan-18	34	Exterior	D	Blue	Wood	Door Casing	0.00	0.00	
23-Jan-18	35	Exterior	D	Blue	Metal	Door	0.00	0.00	
23-Jan-18	36	Exterior	D	Blue	Wood	Fascia	0.00	0.00	
23-Jan-18	37	Exterior	D	Blue	Wood	Fascia	0.00	0.00	
23-Jan-18	38	Exterior	A	Blue	Wood	Railing	0.00	0.00	
23-Jan-18	39	Exterior	A	Blue	Wood	Railing	0.00	0.00	
23-Jan-18	40	Exterior	A	Blue	Metal	Fence	0.00	0.00	
23-Jan-18	41	Exterior	A	Gray	Metal	Fence	0.00	0.00	
23-Jan-18	42	Bathroom	C	Tan	Ceramic	Floor	0.00	0.01	
23-Jan-18	43	Bathroom	C	Tan	Ceramic	Baseboard	1.00	0.04	
23-Jan-18	44	<i>Calibration</i>						1.05	0.04
23-Jan-18	45	<i>Calibration</i>						1.09	0.04
23-Jan-18	46	<i>Calibration</i>						1.04	0.04

Appendix IV: Laboratory Report(s)



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 11801861
Analysis ID: 11801861_PLM
Date Received: 1/24/2018
Date Reported: 1/29/2018

Project: 37 1306-V7 Security Building

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1 - A	Black Mat Flooring with Yellow Mastic	None Detected		100% Other	Black Non Fibrous Homogeneous
11801861PLM_1	flooring				Dissolved
1 - B	Black Mat Flooring with Yellow Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11801861PLM_45	mastic				Dissolved
2 - A	Black Mat Flooring with Yellow Mastic	None Detected		100% Other	Black Non Fibrous Homogeneous
11801861PLM_2	flooring				Dissolved
2 - B	Black Mat Flooring with Yellow Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11801861PLM_46	mastic				Dissolved
3 - A	6" x 6" Yellow Sheet Flooring with Leveling Compound	None Detected	20% Cellulose 10% Fiber Glass	70% Other	Cream Non Fibrous Heterogeneous
11801861PLM_3	linoleum				Teased, Dissolved
3 - B	6" x 6" Yellow Sheet Flooring with Leveling Compound	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11801861PLM_47	mastic				Dissolved
3 - C	6" x 6" Yellow Sheet Flooring with Leveling Compound	None Detected		100% Other	White Non Fibrous Heterogeneous
11801861PLM_48	leveling compound				Crushed
4 - A	6" x 6" Yellow Sheet Flooring with Leveling Compound	None Detected	20% Cellulose 10% Fiber Glass	70% Other	Cream Non Fibrous Heterogeneous
11801861PLM_4	linoleum				Teased, Dissolved

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Bart Huber (54)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 11801861
Analysis ID: 11801861_PLM
Date Received: 1/24/2018
Date Reported: 1/29/2018

Project: 37 1306-V7 Security Building

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
4 - B	6" x 6" Yellow Sheet Flooring with Leveling Compound	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11801861PLM_49	mastic				Dissolved
4 - C	6" x 6" Yellow Sheet Flooring with Leveling Compound	None Detected		100% Other	White Non Fibrous Heterogeneous
11801861PLM_50	leveling compound				Crushed
5	2' x 4' White Pinhole with Fissure Ceiling Tile	None Detected	45% Cellulose 45% Fiber Glass	10% Other	White Fibrous Homogeneous
11801861PLM_5					Teased
6	2' x 4' White Pinhole with Fissure Ceiling Tile	None Detected	45% Cellulose 45% Fiber Glass	10% Other	White Fibrous Homogeneous
11801861PLM_6					Teased
7	2' x 4' White Pinhole Ceiling Tile	None Detected	45% Cellulose 45% Fiber Glass	10% Other	White Fibrous Homogeneous
11801861PLM_7					Teased
8	2' x 4' White Pinhole Ceiling Tile	None Detected	45% Cellulose 45% Fiber Glass	10% Other	White Fibrous Homogeneous
11801861PLM_8					Teased
9	Exterior White Wall Caulk	None Detected		100% Other	White Non Fibrous Heterogeneous
11801861PLM_9					Dissolved
10	Exterior White Wall Caulk	None Detected		100% Other	White Non Fibrous Heterogeneous
11801861PLM_10					Dissolved

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Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 11801861
Analysis ID: 11801861_PLM
Date Received: 1/24/2018
Date Reported: 1/29/2018

Project: 37 1306-V7 Security Building

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
11	Exterior White Window Caulk	None Detected		100% Other	White Non Fibrous Heterogeneous
11801861PLM_11					Dissolved
12	Exterior White Window Caulk	None Detected		100% Other	White Non Fibrous Heterogeneous
11801861PLM_12					Dissolved
13	Exterior Gray Window Glaze	5% Chrysotile		95% Other	Gray Non Fibrous Heterogeneous
11801861PLM_13					Dissolved
14	Exterior Gray Window Glaze	Not Analyzed			
11801861PLM_14					
15	Drywall Ceiling Board	None Detected	12% Cellulose	88% Other	White, Brown Non Fibrous Heterogeneous
11801861PLM_15					Crushed
16	Drywall Wall Board	None Detected	12% Cellulose	88% Other	White, Brown Non Fibrous Heterogeneous
11801861PLM_16					Crushed
17	Drywall Wall Board	None Detected	12% Cellulose	88% Other	White, Brown Non Fibrous Heterogeneous
11801861PLM_17					Crushed
18	Drywall Joint Compound	None Detected		100% Other	White Non Fibrous Homogeneous
11801861PLM_18					Crushed

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Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 11801861
Analysis ID: 11801861_PLM
Date Received: 1/24/2018
Date Reported: 1/29/2018

Project: 37 1306-V7 Security Building

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
19	Drywall Joint Compound	None Detected		100% Other	White Non Fibrous Homogeneous
11801861PLM_19					Crushed
20	Drywall Joint Compound	None Detected		100% Other	White Non Fibrous Homogeneous
11801861PLM_20					Crushed
21 - A	White with Color Dots Sheet Flooring beneath Washing Machine	None Detected	20% Cellulose 10% Synthetic Fibers	70% Other	White Non Fibrous Heterogeneous
11801861PLM_21	linoleum				Teased, Dissolved
21 - B	White with Color Dots Sheet Flooring beneath Washing Machine	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11801861PLM_51	mastic				Dissolved
22 - A	White with Color Dots Sheet Flooring beneath Washing Machine	None Detected	20% Cellulose 10% Fiber Glass	70% Other	White Non Fibrous Heterogeneous
11801861PLM_22	linoleum				Teased, Dissolved
22 - B	White with Color Dots Sheet Flooring beneath Washing Machine	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11801861PLM_52	mastic				Dissolved
23	Yellow Wall Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11801861PLM_23					Dissolved
24	Yellow Wall Mastic	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11801861PLM_24					Dissolved

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Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 11801861
Analysis ID: 11801861_PLM
Date Received: 1/24/2018
Date Reported: 1/29/2018

Project: 37 1306-V7 Security Building

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
25	Gray Ceramic Thin Set	None Detected		100% Other	Gray Non Fibrous Heterogeneous
11801861PLM_25					Crushed
26	Gray Ceramic Thin Set	None Detected		100% Other	Gray Non Fibrous Heterogeneous
11801861PLM_26					Crushed
27	Green Ceiling Panels	None Detected	60% Fiber Glass	40% Other	Red Fibrous Heterogeneous
11801861PLM_27					Teased, Dissolved
28	Green Ceiling Panels	None Detected	60% Fiber Glass	40% Other	Red Fibrous Heterogeneous
11801861PLM_28					Teased, Dissolved
29 - A	Top Roof Layer (Pitch Sheeting with Silver Paint)	None Detected		100% Other	Silver Non Fibrous Heterogeneous
11801861PLM_29	silver paint				Dissolved
29 - B	Top Roof Layer (Pitch Sheeting with Silver Paint)	None Detected	10% Fiber Glass 10% Synthetic Fibers	80% Other	Black Non Fibrous Heterogeneous
11801861PLM_53	pitch sheeting				Dissolved
30 - A	Top Roof Layer (Pitch Sheeting with Silver Paint)	None Detected		100% Other	Silver Non Fibrous Heterogeneous
11801861PLM_30	silver paint				Dissolved
30 - B	Top Roof Layer (Pitch Sheeting with Silver Paint)	None Detected	10% Fiber Glass 10% Synthetic Fibers	80% Other	Black Non Fibrous Heterogeneous
11801861PLM_54	pitch sheeting				Dissolved

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Analyst

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Bulk Asbestos Analysis

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EPA Method: 600/R-93/116 and 600/M4-82-020



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655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 11801861
Analysis ID: 11801861_PLM
Date Received: 1/24/2018
Date Reported: 1/29/2018

Project: 37 1306-V7 Security Building

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
31	Second Roof Layer (Densdeck)	None Detected	95% Cellulose	5% Other	Black, Brown Fibrous Heterogeneous
11801861PLM_31					Teased
32	Second Roof Layer (Densdeck)	None Detected	95% Cellulose	5% Other	Black, Brown Fibrous Heterogeneous
11801861PLM_32					Teased
33	Third Roof Layer (Pitch)	None Detected	10% Synthetic Fibers	90% Other	Black Non Fibrous Heterogeneous
11801861PLM_33					Dissolved
34	Third Roof Layer (Pitch)	None Detected	10% Synthetic Fibers	90% Other	Black Non Fibrous Heterogeneous
11801861PLM_34					Dissolved
35	Fourth Roof Layer (Asphalt Shingles)	None Detected	15% Synthetic Fibers	85% Other	Black Non Fibrous Heterogeneous
11801861PLM_35					Dissolved
36	Fourth Roof Layer (Asphalt Shingles)	None Detected	15% Synthetic Fibers	85% Other	Black Non Fibrous Heterogeneous
11801861PLM_36					Dissolved
37	Bottom Roof Layer (Pitch)	None Detected	15% Synthetic Fibers	85% Other	Black Non Fibrous Heterogeneous
11801861PLM_37					Dissolved
38	Bottom Roof Layer (Pitch)	None Detected	15% Synthetic Fibers	85% Other	Black Non Fibrous Heterogeneous
11801861PLM_38					Dissolved

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Bulk Asbestos Analysis

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EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ECS Capitol Services, PLLC
655 15th Street NW
Washington, DC 20005

Attn: Michael Hamill

Lab Order ID: 11801861
Analysis ID: 11801861_PLM
Date Received: 1/24/2018
Date Reported: 1/29/2018

Project: 37 1306-V7 Security Building

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
39	Gray/Black Roof Coping Caulk	None Detected	5% Cellulose	95% Other	Black, Silver Non Fibrous Heterogeneous
11801861PLM_39					Dissolved
40	Gray/Black Roof Coping Caulk	None Detected	5% Cellulose	95% Other	Black, Silver Non Fibrous Heterogeneous
11801861PLM_40					Dissolved
41	Gray/Black Roof Vent Sealant	None Detected	5% Cellulose	95% Other	Black, Silver Non Fibrous Heterogeneous
11801861PLM_41					Dissolved
42	Gray/Black Roof Vent Sealant	None Detected	5% Cellulose	95% Other	Black, Silver Non Fibrous Heterogeneous
11801861PLM_42					Dissolved
43	Roof Pitch Pocket	None Detected	5% Cellulose	95% Other	Black, Silver Non Fibrous Heterogeneous
11801861PLM_43					Dissolved
44	Roof Pitch Pocket	None Detected	5% Cellulose	95% Other	Black, Silver Non Fibrous Heterogeneous
11801861PLM_44					Dissolved


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Bart Huber (54)

Analyst

Approved Signatory

11801861

Client:	ECS Capitol Services, PLLC	<p>*Instructions:</p> <p>Use Column "B" for your contact info</p> <p>To See an Example Click the bottom Example Tab.</p> <p>Enter samples between "<<" and ">>"</p> <p>Begin Samples with a "<<" above the first sample and end with a ">>" below the last sample.</p> <p>Only Enter your data on the first sheet "Sheet1"</p> <p>Note: Data 1 and Data 2 are optional fields that do not show up on the official report, however they will be included in the electronic data returned to you to facilitate your reintegration of the report data.</p>	<p>Scientific Analytical Institute</p>  <p>4604 Dundas Drive Greensboro, NC 27407 Phone: 336.292.3888 Fax: 336.292.3313 Email: lab@sailab.com</p>
Contact:	Michael Hamill		
Address:	655 15th Street, Lobby Level, NW,		
Phone:	(202)-400-2188		
Fax:			
Email:	mhamill@ecslimited.com		
Project:	37:1306-V7 Security Building		
Client Notes:	POSITIVE STOP (Except of Fireproofing, Drywall/Joint Compound and Plaster)		
P.O. #:	37:1306-V7 Security Building		
Date Submitted:	1/23/2018 0:00		
Analysis:	PLM EPA 600/R-93/116		
TurnAroundTime:	3 day TAT		

Sample Number	Data 1	Sample Description	Data 2
<<			
1		Black Mat Flooring with Yellow Mastic	Security Office
2		Black Mat Flooring with Yellow Mastic	Security Office
3		6" x 6" Yellow Sheet Flooring with Leveling Compound	Laundry Room
4		6" x 6" Yellow Sheet Flooring with Leveling Compound	Laundry Room
5		2' x 4' White Pinhole with Fissure Ceiling Tile	Security Office
6		2' x 4' White Pinhole with Fissure Ceiling Tile	Security Office
7		2' x 4' White Pinhole Ceiling Tile	Security Office
8		2' x 4' White Pinhole Ceiling Tile	Security Office
9		Exterior White Wall Caulk	West Exterior
10		Exterior White Wall Caulk	South Exterior
11		Exterior White Window Caulk	West Exterior
12		Exterior White Window Caulk	South Exterior
13		Exterior Gray Window Glaze	West Exterior
14		Exterior Gray Window Glaze	South Exterior
15		Drywall Ceiling Board	Laundry Room
16		Drywall Wall Board	Laundry Room
17		Drywall Wall Board	Storage Room
18		Drywall Joint Compound	Laundry Room
19		Drywall Joint Compound	Laundry Room
20		Drywall Joint Compound	Storage Room
21		White with Color Dots Sheet Flooring beneath Washing	Laundry Room
22		White with Color Dots Sheet Flooring beneath Washing	Laundry Room
23		Yellow Wall Mastic	Storage Room
24		Yellow Wall Mastic	Storage Room
25		Gray Ceramic Thin Set	Bathroom
26		Gray Ceramic Thin Set	Bathroom
27		Green Ceiling Panels	South Exterior
28		Green Ceiling Panels	South Exterior
29		Top Roof Layer (Pitch Sheeting with Silver Paint)	Roof
30		Top Roof Layer (Pitch Sheeting with Silver Paint)	Roof
31		Second Roof Layer (Densdeck)	Roof
32		Second Roof Layer (Densdeck)	Roof
33		Third Roof Layer (Pitch)	Roof
34		Third Roof Layer (Pitch)	Roof
35		Fourth Roof Layer (Asphalt Shingles)	Roof
36		Fourth Roof Layer (Asphalt Shingles)	Roof
37		Bottom Roof Layer (Pitch)	Roof
38		Bottom Roof Layer (Pitch)	Roof
39		Gray/Black Roof Coping Caulk	Roof
40		Gray/Black Roof Coping Caulk	Roof
41		Gray/Black Roof Vent Sealant	Roof
42		Gray/Black Roof Vent Sealant	Roof
43		Roof Pitch Pocket	Roof
44		Roof Pitch Pocket	Roof
>>			

Relinquished By Michael Hamill

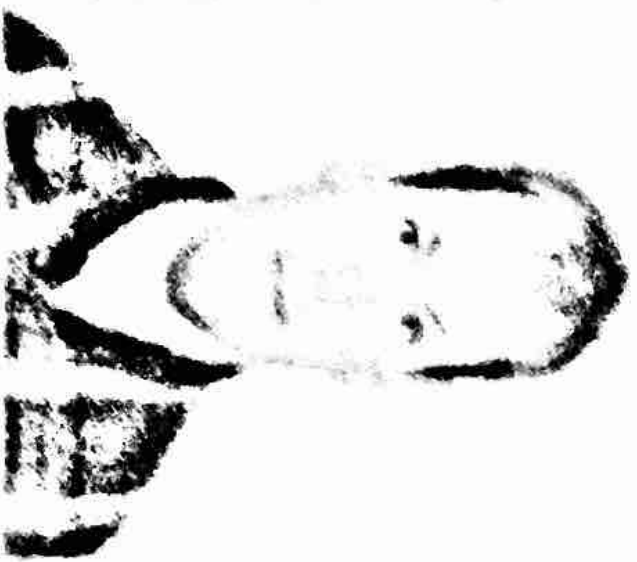
Accepted
 Rejected

Received By CEM Sheet 1-24-18

Appendix V: Certifications/ Licenses

GOVERNMENT OF THE DISTRICT OF COLUMBIA **00699**
DEPARTMENT OF ENERGY & ENVIRONMENT ★ ★ ★

LEAD AND HEALTHY HOUSING DIVISION
COMPLIANCE AND ENFORCEMENT BRANCH



NAME: Michael Hamill
CLASS CODE: Risk Assessor
EXPIRATION DATE: 9-15-2018
CARD NUMBER: DC16-8148

Tommy Wells

Tommy Wells
Director

Certificate of Completion

Michael Hamill

4-Hour Asbestos Inspector Refresher EPA Approved Under TSCA Title II

April 4, 2017

April 4, 2017

ECS-17-1039

Class Date

Examination Date

Certificate Number

7670 Enon Drive, Suite 101
Roanoke, Virginia 24019

April 4, 2018

Training Location

Expiration Date



Chris Chapman

Christopher J. Chapman
Training Program Manager

Diana Krass

Diana Krass
Instructor
ECS Mid-Atlantic, LLC
14026 Thunderbolt Place, Chantilly, Virginia
(703) 471-8400



REPORT OF HAZARDOUS MATERIALS SURVEY



**THE WHARF - SOUTHWEST WATERFRONT
CHANNEL INN
WATER STREET, SE
WASHINGTON, DC**

ECS PROJECT NO. 37:1138

**PREPARED FOR
PN HOFFMAN CONSTRUCTION DEVELOPMENT**

MARCH 22, 2013



March 22, 2013

Mr. Shawn Seaman
PN Hoffman Construction Development
4725 Wisconsin Avenue, NW
Suite 200
Washington, DC 20016

ECS Project No. 37:1138

Reference: Hazardous Materials Survey, The WHARF - Southwest Waterfront, Channel Inn,
Water Street, SE, Washington, DC.

Dear Mr. Seaman:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide PN Hoffman Construction Development with the results of the above referenced non-invasive assessment for the subject. This work was performed in general conformance with ECS Proposal No. 37:173-EP dated July 13, 2012. The following is a summary of results of the above-referenced work. The on-site assessment work was performed on January 8 and 10, 2013.

If we can be of further assistance to you, please do not hesitate to contact us at (703) 471-8400.

Respectfully,

ECS MID-ATLANTIC, LLC

Rachael Rossmeissl-Stone
Senior Consultant

Stephen R. Geraci
Senior Consultant

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SITE DESCRIPTION

The subject property consists of a three story with basement hotel including an underground parking garage. The building was occupied at the time of our assessment. Due to the occupied status of the hotel ECS limited our survey to one vacant room on each floor of the hotel: rooms 106, 237 and 320. ECS was also not provided access to the Captains Room or the Discovery Room within the basement. These rooms were locked at the time of our assessment. The conclusions and recommendations in this report extend to the rooms not inspected by ECS.

During the survey, ECS was provided access to employee and common areas, however, as stated above ECS was only provided access to hotel rooms 106, 237 and 320. ECS attempted to access suspect asbestos-containing building materials in readily accessible areas. However, due to the destructive means required to access some materials, certain areas (i.e., sub-grade sealants, pipe chases, etc.) were deemed inaccessible and were not evaluated. Unidentified suspect asbestos-containing materials may be located in these inaccessible areas of the building.

RESULTS

Asbestos

Samples of suspect asbestos-containing materials (ACMs) were collected utilizing hand tools and placed into individual, labeled plastic bags. A total of 113 unique suspect ACM samples were sent to Scientific Analytical Institute, Inc. (SAI) for analysis via Polarized Light Microscopy in accordance with current EPA-600 methodology. Materials consisting of additional layers were analyzed separately.

SAI is listed as an accredited laboratory by the National Voluntary Laboratory Accreditation Plan (NVLAP) managed by the National Institute of Standards and Technology (NIST) for bulk sample analysis. Multiple samples of each unique material were submitted. Samples were analyzed using “Positive Stop” methodology. If one sample of a homogeneous material is found to contain asbestos, the remaining samples of that material are not analyzed. EPA regulations stipulate that if one sample contains asbestos the entire quantity of that material contains asbestos, regardless of additional analysis. In total, 91 layers were analyzed.

A summary of materials found to contain asbestos or assumed to contain asbestos can be found in Table 1. A list of materials sampled and tested for asbestos content is located in Table 2 which can be found in the appendix.



TABLE 1
ASBESTOS-CONTAINING MATERIALS SUMMARY
CHANNEL INN

<u>Location</u>	<u>Material</u>	<u>Friability</u>	<u>Quantities</u>
2 nd Floor Vending Room	Drywall Joint Compound	Friable	N/A
1 st Floor Lobby	Textured Ceiling Plaster	Friable	~1,500 SF
Throughout Building	White Duct Seam Mastic	Category I Non-Friable	N/A
Lower Roof	Black Tar Over Roof Hood Flashing	Category I Non-Friable	~200 SF
Roof	Black Pitch Pocket	Category I Non-Friable	~50 each
Upper Roof	Black Tar Over Mechanical Hood	Category I Non-Friable	~1 Hood
Upper Roof	½" Black Caulk Around Air Vent	Category II Non-Friable	~20 LF
Upper Roof	Cream Caulk on Roof Mechanical Vent	Category II Non-Friable	~ 5 Vents
Lower Roof	First Layer Roof Flashing	Category I Non-Friable	~300 LF
Lower Roof	Second Layer Roof Flashing	Category I Non-Friable	~300 LF
Garage	Black Glue Dot Mastic on Columns and Concrete Supports	Category I Non-Friable	~25 Dots
<u>Materials Assumed to Contain Asbestos</u>			
Kitchen	Vent Hoods	Category II Non-Friable	N/A
Throughout Building	Fire Door Insulation	Friable	N/A
Engine Room	Parquet Flooring Mastic	Category I Non-Friable	N/A
Throughout Building	Packings and Gaskets	Category I Non-Friable	N/A

Quantities are estimates only and should be verified prior to prepare an abatement bid.

~ = Approximately; SF = square feet; LF = linear feet; N/A = not quantified



During the survey, ECS attempted to access suspect asbestos-containing building materials in readily accessible areas. ECS was provided access to employee and common areas; however, ECS was only provided access to hotel rooms 106, 237 and 320. ECS was also not provided access to the Captains Room or the Discovery Room within the basement. These rooms were locked at the time of our assessment.

Due to the destructive means required to access some materials, certain areas (i.e., sub-grade sealants, pipe chases, etc.) were deemed inaccessible and were not evaluated. Unidentified suspect asbestos-containing materials may be located in these inaccessible areas of the building.

Lead-Based Paint

The Lead-Based Paint (LBP) assessment was performed by a District of Columbia certified Lead Risk Assessor. Painted and/or glazed surfaces were assessed for lead content using a Direct-Read X-Ray Fluorescence (XRF) Spectrometer manufactured by Innov-X Systems.

The assessment was conducted utilizing the District of Columbia and U.S. EPA definition of lead-based paint. Under their definition, painted surfaces which contain lead in concentrations equal to or greater than 1.0 milligrams per square centimeter ($\geq 1.0 \text{ mg/cm}^2$) are classified as coated with LBP. Paints with concentrations of lead detectable by the XRF are considered lead-containing paints.

The representative survey included taking readings from walls, stairwell, windows, doors, and miscellaneous components. Walls are listed by letter with wall "A" being the entrance of the building, proceeding clockwise to "B, C, D", etc. Each painted surface is classified based on paint condition and given an Intact, Fair, or Poor condition. A total of 182 readings were collected during the survey, including calibration readings. A list of XRF readings collected from within and on the exteriors of the building is included in the appendix of this report.

Painted surfaces which contain lead in concentrations equal to or greater than 1.0 milligrams per square centimeter ($\geq 1.0 \text{ mg/cm}^2$) are listed below. Unpainted glazed surfaces are considered factory finishes and therefore are not considered LBP but were tested for the presence of lead and listed below.

Channel Inn

- Red brick wall within the kitchen;
- Orange ceramic wall within the first floor breakfast bar;
- Beige/white bathtubs throughout hotel bathrooms; and
- Brown vinyl trim on the roof.

Channel Inn Garage

- Gray concrete floor leading from the hotel into the garage.



Due to inconsistencies in the positive lead results (high lead +/- value) for the red brick wall within the kitchen, orange ceramic wall within the breakfast bar, and beige/white bathtubs in the hotel bathrooms ECS cannot rely on the XRF data. For the purpose of this report ECS recommends to assume these components contain lead in concentrations greater than 1.0 mg/cm². The metal roof, which was inaccessible to ECS, was coated in a similar brown paint at the vinyl trim around the roof. ECS assumes that the brown painted metal roof contains lead in concentrations greater than 1.0 mg/cm².

Painted surfaces which contain lead in concentrations less than 1.0 milligrams per square centimeter (< 1.0 mg/cm²) are considered “lead-containing paints”. For lead-containing components see the Lead-Based Paint Table provided in the attachments.

Miscellaneous Materials

In addition to surveys for asbestos-containing materials and lead-based paints, ECS surveyed the building and took an inventory of various materials which may require special handling or disposal if removed from the building. No sampling or characterization of these materials was included within our scope of services. Materials which may require sampling or characterization prior to disposal are summarized below.

Polychlorinated Biphenyl (PCB) Containing Lamp Ballasts

Polychlorinated biphenyls (PCBs) are toxic coolants or lubricating oils used in some electrical transformers and capacitors, hydraulically-operated equipment, light ballasts, and other similar equipment.

As part of our assessment, ECS surveyed the structures for potential liquid PCB containing materials and equipment. At the time of the Hazardous Material Survey, ECS visually observed several of the fluorescent light ballasts throughout the structures in an attempt to identify labeling indicating the presence/absence of PCB containing fluids. It should be noted that light ballasts manufactured prior to 1979 could contain small quantities of PCBs. However, regardless of “PCB labeling,” ballasts produced between 1980 and 1991 may contain di-ethyl hexyl phthalate (DEHP) which is classified as a potential carcinogen by the EPA. Prior to demolishing the buildings, ECS recommends ballasts be recycled regardless of “PCB” labeling.

Approximately 475 ballasts were observed within the Channel Inn structure.

Mercury Containing Components

The EPA classifies mercury as both hazardous and toxic. The survey included observations for building components, equipment or other apparatus, which could contain mercury, such as thermostats, fluorescent lamps, and switch-containing devices.

As previously discussed, fluorescent lamps were observed throughout the buildings. Approximately 4,700 linear feet of lamps (including spare bulbs) along with 120 compact fluorescence bulbs were observed within the Channel Inn structure. The fluorescent lamps and bulbs may contain small quantities of mercury.



Approximately, 25 mercury thermostats were noted within Channel Inn. ECS also observed approximately 35 emergency exit signs within the Channel Inn structure.

RECOMMENDATIONS

Asbestos

The materials listed in Table 1 consist of friable (i.e., able to be crumbled, pulverized, and/or reduced to powder by hand pressure when dry) and non-friable materials which contain greater than one percent (> 1%) asbestos. By definition, these materials are considered ACM. Friable materials will easily produce airborne asbestos fibers if disturbed. Non-Friable materials may also produce airborne asbestos fibers if disturbed.

ECS recommends where a material type has been identified as asbestos containing that all similar type materials throughout the building's interior and exterior be assumed to contain asbestos. Suspect asbestos containing materials not observed due to inaccessibility during the survey during the assessment may be encountered during demolition. If encountered these materials should be sampled prior to disturbance by an asbestos inspector.

Federal and local regulations require asbestos-containing materials be removed prior to disturbance by either renovations or demolishing the buildings. ECS recommends the identified asbestos-containing materials and any assumed asbestos-containing materials found to be present within the building during renovation or demolition be removed by a District of Columbia certified asbestos abatement contractor prior to disturbance. Prior to asbestos removal, notification of an asbestos project must be made to the District of Columbia and the EPA. This notification must be filed 10 business days before starting asbestos abatement activities.

If asbestos-containing materials are to be removed an industrial hygienist should monitor the project daily. This involves collecting air samples from within and outside abatement work areas to evaluate the abatement contractor's work practices to prevent asbestos fiber release from within the work area. The project monitor should inform the buildings owner if the asbestos abatement contractor is not performing his work in accordance with project specifications, District of Columbia and local regulations as well as EPA regulation 40 CFR Part 61-National Emission Standards for Hazardous Air Pollutants Subpart M: National Emission Standard for Asbestos, and U.S. Occupational Safety and Health Administration (OSHA) regulation 29 CFR 1926.1101 – Asbestos in Construction which, in part, requires the contractor to perform personal exposure monitoring for all workers abating and disposing of asbestos containing materials.

The project monitor should assess each work area to monitor the removal of asbestos-containing materials. Only after the monitor has determined the identified ACMs have been removed should final clearance air samples be collected. The District of Columbia allows final clearance air sampling to be performed via Phase Contrast Microscopy (PCM) only in demolitions and outdoor abatement projects.

If additional suspect asbestos-containing materials are uncovered during the demolition of the structure which was not accessible during this survey, it is recommended that these materials



be sampled immediately upon discovery for asbestos content in accordance with 29 CFR 1926.1101.

Initial testing of drywall joint compound found asbestos concentrations exceeding 1% in only one sample from the second floor. However, two samples (from the basement and second floor) were found to not contain asbestos. ECS recommends a follow-up investigation once the building is vacant to include additional sampling of this material to delineate and quantify them prior to starting demolition.

Lead-Based Paint

Lead-based paint and lead-containing paint is an environmental concern primarily when it becomes airborne or is ingested. Contractors performing work that could impact paint films or glazing (i.e. scrapped or flaked off, or made airborne in a dust media) that have detectable concentrations of lead should be informed of the testing results and should take appropriate actions to comply with OSHA Standard 29 CFR 1926.62. – Lead in Construction.

Additionally, the District of Columbia now requires notification of any work which may impact lead-based paint prior to disturbance. The District requires contractors performing the work to inform the District Department of the Environment seven days prior to the start of work information about the building and the project's scope of work in order for the District to determine if the project requires a lead abatement permit. Upon receipt and approval, the District will inform the contractor and owner if a permit is needed and what the applicable permit fee will be. Presently the permit fee is \$40 plus 3% of the lead-based paint related project fees. For example, if the project contract includes \$50,000 for lead-based paint activities the permit fee would be \$1,540.00. The District of Columbia published a Notification of Lead-Based Paint Activities and Abatement Permits form in January of 2011. A copy of this form has been included in the appendix of this report.

A list of paint readings collected from within and on the exterior of the building is included in the appendix of this report.

Miscellaneous Materials

Fluorescent lamps and lamp ballasts should be recycled in accordance with EPA and District of Columbia regulations. Recycling is the most environmental friendly means of disposal for these materials. Fluorescent lamps may be disposed at universal waste if they remain unbroken during removal. If bulbs are crushed or broken prior to disposal, they are classified as hazardous waste by the EPA.

Lamp ballasts, mercury containing switches, lead-acid batteries and other regulated waste materials must be segregated and disposed of as universal waste as required by the EPA and District of Columbia. If any of these materials are observed to be leaking or otherwise damaged prior to disposal they must be disposed of as hazardous waste in accordance with EPA and District of Columbia regulations. Handling, packaging, labeling, and disposal of hazardous materials should be performed in accordance with EPA and District of Columbia regulations. The District of Columbia will require the buildings' owner (referred to as the "generator") to obtain an EPA Generator ID number in order to dispose of hazardous waste materials. A copy



of the EPA Generator ID number application has been enclosed with this report. It should be completed and submitted to DDOE to obtain a number prior to the removal of any hazardous or universal waste materials from the site.

Refrigerants in chillers, refrigerators, and other equipment should be reclaimed and disposed of properly. The EPA requires that any equipment dismantled on-site prior to disposal must have its refrigerant recovered in accordance with EPA's Refrigerant Recycling Rules (Section 608). However, equipment that typically enters the waste stream during demolition with the charge intact (e.g. air conditioners, refrigerators, and water fountains) is subject to special safe disposal requirements. Under the EPA requirements, the final party in the disposal chain (e.g. scrap metal recycler or landfill owner) is responsible for ensuring that refrigerants are recovered from equipment prior to final disposition. However, refrigerants can also be evacuated prior to disposal provided proper documentation of the evacuation is provided to the disposal facility.

Ionizing smoke detectors should have their batteries removed and disposed of in accordance with EPA and District of Columbia regulations and only then should the smoke detectors be returned to the manufacturer for proper disposal of radioactive material within the detectors.

General

Prior to demolition of the building, ECS recommends that a project specification be developed to delineate and quantify known and suspect hazardous and regulated materials in the buildings and to outline proper procedures for the abatement. This will help protect the owner's liability in better defining the scope of work and contractor's roles and responsibilities in the abatement process and holding the contractor accountable for the performance of the project. The specification typically defines the Contractor's scope of work and outline requirements and procedures that must be followed for this project. The intent of the specification is to give performance requirements for the Contractor so that the project can be completed safely and in compliance with applicable federal and state regulations. Typically, the specification document serves as part of the site owner's contract with the contractor.

Limitations

The conclusions and recommendations presented within this report are based upon a reasonable level of assessment within normal bounds and standards of professional practice for a site in this particular geographic setting. ECS is not responsible or liable for the discovery and elimination of hazards that may potentially cause damage, accidents, or injuries.

The observations, conclusions, and recommendations pertaining to environmental conditions at the subject site are necessarily limited to conditions observed, and/or materials reviewed at the time this study was undertaken. No warranty, expressed or implied, is made with regard to the conclusions and recommendations presented within this report. This report is provided for the exclusive use of the client. This report is not intended to be used or relied upon in connection with other projects or by other unidentified third parties without the written consent of ECS and the client.



During this study, suspect asbestos samples were submitted for analysis at an NVLAP-accredited laboratory via polarized light microscopy. As with any similar survey of this nature, actual conditions exist only at the precise locations from which suspect asbestos 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.

Our recommendations are in part based on federal and local regulations and guidelines. ECS 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. Under this scope of services, ECS assumes no responsibility regarding any response actions initiated as a result of these findings. General compliance with regulations and response actions are the sole responsibility of the Client and should be conducted in accordance with local, state, and/or federal requirements.

The client agrees to notify the appropriate local, state, or federal public agencies as required by law, or otherwise to disclose, in a timely manner, information that may be necessary to prevent any danger to public health, safety, or the environment.



TABLE 2
 BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sampling Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
CI-01	Basement Storage Mechanical Room	Black Tar Dripping From Ceiling	NAD
CI-02	Basement Storage Mechanical Room	Black Tar Dripping From Ceiling	NAD
CI-03	Basement Storage Mechanical Room	Black Tar Dripping From Ceiling	NAD
CI-04	Basement Hallway	Drywall	NAD
CI-05	1 st Floor Maid Storage Room	Drywall	NAD
CI-06	2 nd Floor Vending Room	Drywall	NAD
CI-07	Basement Hallway	Drywall Joint Compound	NAD
CI-08	2 nd Floor Room 237	Drywall Joint Compound	NAD
CI-09	2 nd Floor Vending Room	Drywall Joint Compound	Asbestos: 3% Chrysotile
CI-10	Basement Hallway	Light Yellow Carpet Mastic	NAD
CI-11	Basement Hallway	Light Yellow Carpet Mastic	NAD
CI-12	Basement Hallway	Light Yellow Carpet Mastic	NAD
CI-13	Stairs Leading From the Basement to the Garage	Blue Stair Tread	NAD
CI-14	Stairs Leading From the Basement to the Garage	Blue Stair Tread	NAD
CI-15	Stairs Leading From the Basement to the Garage	Blue Stair Tread	NAD

NAD = No Asbestos Detected
 N/A = Not Analyzed Due to Positive Stop



TABLE 2
 BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sampling Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
CI-16	Kitchen	2' x 4' Drywall Ceiling Tile	NAD
CI-17	Kitchen	2' x 4' Drywall Ceiling Tile	NAD
CI-18	Kitchen	2' x 4' Drywall Ceiling Tile	NAD
CI-19	Kitchen Windows Surrounding the Kitchen Manager's Office	½" Gray Window Caulking Between the Wall and Windows	NAD
CI-20	Kitchen Windows Surrounding the Kitchen Manager's Office	½" Gray Window Caulking Between the Wall and Windows	NAD
CI-21	Kitchen Windows Surrounding the Kitchen Manager's Office	½" Gray Window Caulking Between the Wall and Windows	NAD
CI-22	Balcony Room 106	¼" Black Exterior Sliding Door Caulk	NAD
CI-23	Balcony Room 237	¼" Black Exterior Sliding Door Caulk	NAD
CI-24	Balcony Room 320	¼" Black Exterior Sliding Door Caulk	NAD
CI-25	Balcony Room 106	1" White Caulk Around Air Vent	NAD
CI-26	Balcony Room 237	1" White Caulk Around Air Vent	NAD
CI-27	Balcony Room 320	1" White Caulk Around Air Vent	NAD
CI-28	Balcony Room 106	1" Cream Caulk Around Balcony Deck and Concrete Wall	NAD
CI-29	Balcony Room 237	1" Cream Caulk Around Balcony Deck and Concrete Wall	NAD
CI-30	Balcony Room 320	1" Cream Caulk Around Balcony Deck and Concrete Wall	NAD

NAD = No Asbestos Detected
 N/A = Not Analyzed Due to Positive Stop



TABLE 2
 BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sampling Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
CI-31	1 st Floor Lobby	Textured Ceiling Plaster	Asbestos: 4% Chrysotile
CI-32	1 st Floor Lobby	Textured Ceiling Plaster	N/A
CI-33	1 st Floor Lobby	Textured Ceiling Plaster	N/A
CI-34	1 st Floor Lobby	Textured Ceiling Plaster	N/A
CI-35	1 st Floor Lobby	Textured Ceiling Plaster	N/A
CI-36	Lobby Hallway to Dining Room	2' x 2' Pinhole Ceiling Tile	NAD
CI-37	Lobby Hallway to Dining Room	2' x 2' Pinhole Ceiling Tile	NAD
CI-38	Lobby Hallway to Dining Room	2' x 2' Pinhole Ceiling Tile	NAD
CI-39	Lobby Hallway to Dining Room/ Bar Room	2' x 2' Textured Ceiling Tile	NAD
CI-40	Lobby Hallway to Dining Room/ Bar Room	2' x 2' Textured Ceiling Tile	NAD
CI-41	Lobby Hallway to Dining Room/ Bar Room	2' x 2' Textured Ceiling Tile	NAD
CI-42	Lobby Hallway	White Duct Seam Mastic	Asbestos: 4% Chrysotile
CI-43	Lobby Hallway	White Duct Seam Mastic	N/A
CI-44	Lobby Hallway	White Duct Seam Mastic	N/A
CI-45	Lobby Hallway to Dining Room	Spray Applied Fireproofing on Metal Beams	NAD
CI-46	Lobby Hallway to Dining Room	Spray Applied Fireproofing on Metal Beams	NAD

NAD = No Asbestos Detected
 N/A = Not Analyzed Due to Positive Stop



TABLE 2
 BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sampling Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
CI-47	Lobby Hallway to Dining Room	Spray-Applied Fireproofing on Metal Beams	NAD
CI-48	Lobby Hallway to Dining Room	Spray-Applied Fireproofing on Metal Beams	NAD
CI-49	Lobby Hallway to Dining Room	Spray-Applied Fireproofing on Metal Beams	NAD
CI-50	Lobby Hallway to Dining Room	Spray-Applied Fireproofing on Metal Beams	NAD
CI-51	Lobby Hallway to Dining Room	Spray-Applied Fireproofing on Metal Beams	NAD
CI-52	Lobby Hallway to Dining Room	Spray-Applied Fireproofing on Metal Beams	NAD
CI-53	Lower Roof	Black Tar Over Roof Hood Flashing	Asbestos: 10% Chrysotile
CI-54	Lower Roof	Black Tar Over Roof Hood Flashing	N/A
CI-55	Lower Roof	Black Tar Over Roof Hood Flashing	N/A
CI-56	Lower Roof	Black Pitch Pocket	Asbestos: 10% Chrysotile
CI-57	Lower Roof	Black Pitch Pocket	N/A
CI-58	Lower Roof	Black Pitch Pocket	N/A
CI-59	Lower Roof	Black Caulking on Lower Roof Mechanical Unit	NAD
CI-60	Lower Roof	Black Caulking on Lower Roof Mechanical Unit	NAD
CI-61	Lower Roof	Black Caulking on Lower Roof Mechanical Unit	NAD
CI-62	Lower Roof	Exterior Plaster Material	NAD

NAD = No Asbestos Detected
 N/A = Not Analyzed Due to Positive Stop



TABLE 2
BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sampling Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
CI-63	Lower Roof	Exterior Plaster Material	NAD
CI-64	Lower Roof	Exterior Plaster Material	NAD
CI-65	Lower Roof	Exterior Plaster Material	NAD
CI-66	Lower Roof	Exterior Plaster Material	NAD
CI-67	Lower Roof	Exterior Plaster Material	NAD
CI-68	Lower Roof	Exterior Plaster Material	NAD
CI-69	Upper Roof	Black Tar Over Mechanical Hood	Asbestos: 10% Chrysotile
CI-70	Upper Roof	Black Tar Over Mechanical Hood	N/A
CI-71	Upper Roof	Black Tar Over Mechanical Hood	N/A
CI-72	Upper Roof	Black Tar Material Around Metal Mechanical Equipment Supports	NAD
CI-73	Upper Roof	Black Tar Material Around Metal Mechanical Equipment Supports	NAD
CI-74	Upper Roof	Black Tar Material Around Metal Mechanical Equipment Supports	NAD
CI-75	Upper Roof	½" Black Caulk Around Air Vent	NAD
CI-76	Upper Roof	½" Black Caulk Around Air Vent	Asbestos: 5% Chrysotile
CI-77	Upper Roof	½" Black Caulk Around Air Vent	N/A
CI-78	Upper Roof	Cream Caulking on Roof Mechanical Vent	Asbestos: 3% Chrysotile
CI-79	Upper Roof	Cream Caulking on Roof Mechanical Vent	N/A
CI-80	Upper Roof	Cream Caulking on Roof Mechanical Vent	N/A
CI-81	Upper Roof	Light Brown Caulking Over Nails Along the Upper Roof Parapet	NAD

NAD = No Asbestos Detected
 N/A = Not Analyzed Due to Positive Stop



TABLE 2
 BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sampling Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
CI-82	Upper Roof	Light Brown Caulking Over Nails Along the Upper Roof Parapet	NAD
CI-83	Upper Roof	Light Brown Caulking Over Nails Along the Upper Roof Parapet	NAD
CI-84	Garage	Black Glue Dot Mastic on Columns and Concrete Supports	Asbestos: 5% Chrysotile
CI-85	Garage	Black Glue Dot Mastic on Columns and Concrete Supports	N/A
CI-86	Garage	Black Glue Dot Mastic on Columns and Concrete Supports	N/A
CI-87	Upper Roof	First Layer Roofing Material	NAD
CI-88	Upper Roof	First Layer Roofing Material	NAD
CI-89	Upper Roof	First Layer Roofing Material	NAD
CI-90	Lower Roof	First Layer Roofing Material	NAD
CI-91	Lower Roof	First Layer Roofing Material	NAD
CI-92	Lower Roof	First Layer Roofing Material	NAD
CI-93	Upper Roof	Second Layer Roofing Material	NAD
CI-94	Upper Roof	Second Layer Roofing Material	NAD
CI-95	Upper Roof	Second Layer Roofing Material	NAD
CI-96	Lower Roof	Second Layer Roofing Material	NAD
CI-97	Lower Roof	Second Layer Roofing Material	NAD
CI-98	Lower Roof	Second Layer Roofing Material	NAD
CI-99	Upper Rubber Roof	Second Layer Roofing Material	NAD
CI-100	Upper Rubber Roof	Second Layer Roofing Material	NAD
CI-101	Upper Rubber Roof	Second Layer Roofing Material	NAD

NAD = No Asbestos Detected
 N/A = Not Analyzed Due to Positive Stop



TABLE 2
 BULK SAMPLING OF SUSPECT ASBESTOS-CONTAINING MATERIALS

<u>Sample #</u>	<u>Sampling Location</u>	<u>Material/Description</u>	<u>Analytical Results</u>
CI-102	Lower Roof	First Layer Roof Flashing	Asbestos: 20% Chrysotile
CI-103	Lower Roof	First Layer Roof Flashing	N/A
CI-104	Lower Roof	First Layer Roof Flashing	N/A
CI-105	Lower Roof	Second Layer Roof Flashing	Asbestos: 10% Chrysotile
CI-106	Lower Roof	Second Layer Roof Flashing	N/A
CI-107	Lower Roof	Second Layer Roof Flashing	N/A
CI-108	Upper Roof	First Layer Roof Flashing	NAD
CI-109	Upper Roof	First Layer Roof Flashing	NAD
CI-110	Upper Roof	First Layer Roof Flashing	NAD
CI-111	Lower Roof Near Mechanical System	Roof Flashing	NAD
CI-112	Lower Roof Near Mechanical System	Roof Flashing	NAD
CI-113	Lower Roof Near Mechanical System	Roof Flashing	NAD





Date	Reading	Room	Side	Substrate	Color	Condition	Component	Notes	Location	Pb	Pb +/-
8-Jan-13	1							Calibration	Channel Inn	1.08	0.08
8-Jan-13	2							Calibration	Channel Inn	1.09	0.05
8-Jan-13	3							Calibration	Channel Inn	1.03	0.03
8-Jan-13	4	Mechanical Room	A	Wood	White	Intact	Wall		Basement	0.00	0.00
8-Jan-13	5	Mechanical Room	B	Wood	White	Intact	Wall		Basement	0.00	0.00
8-Jan-13	6	Mechanical Room	C	Concrete Block	White	Intact	Wall		Basement	0.00	0.00
8-Jan-13	7	Mechanical Room	D	Wood	Brown	Intact	Door		Basement	0.00	0.00
8-Jan-13	8	Mechanical Room	D	Metal	Brown	Intact	Door Casing		Basement	0.00	0.00
8-Jan-13	9	Mechanical Room	B	Metal	Brown	Intact	Door Casing		Basement	0.00	0.00
8-Jan-13	10	Mechanical Room	B	Wood	Brown	Intact	Door		Basement	0.00	0.00
8-Jan-13	11	<i>Mechanical Room</i>	<i>D</i>	<i>Concrete</i>	<i>Yellow</i>	<i>Intact</i>	<i>Column</i>		<i>Basement</i>	<i>0.31</i>	<i>0.14</i>
8-Jan-13	12	<i>Mechanical Room</i>	<i>D</i>	<i>Concrete</i>	<i>Yellow</i>	<i>Intact</i>	<i>Column</i>		<i>Basement</i>	<i>0.35</i>	<i>0.18</i>
8-Jan-13	13	Laundry	A	Concrete Block	White	Intact	Wall		Basement	0.00	0.00
8-Jan-13	14	Laundry	B	Concrete Block	White	Intact	Wall		Basement	0.00	0.00
8-Jan-13	15	Laundry	C	Concrete Block	White	Intact	Wall		Basement	0.00	0.00
8-Jan-13	16	Laundry		Concrete	White	Intact	Column		Basement	0.00	0.00
8-Jan-13	17	Laundry	D	Concrete Block	White	Intact	Wall		Basement	0.00	0.00
8-Jan-13	18	Laundry	D	Metal	Brown	Intact	Door		Basement	0.00	0.00
8-Jan-13	19	Laundry	D	Metal	Brown	Intact	Door Casing		Basement	0.00	0.00
8-Jan-13	20	Kitchen	A	Ceramic	Tan	Intact	Wall		Basement	0.04	0.01
8-Jan-13	21	Kitchen	B	Ceramic	Tan	Intact	Wall		Basement	0.04	0.01
8-Jan-13	22	Kitchen	A	Metal	Brown	Intact	Door Jamb		Basement	0.00	0.00
8-Jan-13	23	Kitchen	A	Metal	Brown	Intact	Door		Basement	0.00	0.00
8-Jan-13	24	Hallway	C	Concrete Block	White	Intact	Wall		Basement	0.00	0.00
8-Jan-13	25	Hallway		Drywall	White	Intact	Column		Basement	0.00	0.00
8-Jan-13	26	Woman's Dressing Room	A	Concrete Block	White	Intact	Wall	Locker Room	Basement	0.00	0.00
8-Jan-13	27	Woman's Dressing Room	B	Concrete Block	White	Intact	Wall	Locker Room	Basement	0.00	0.00
8-Jan-13	28	Woman's Dressing Room	C	Concrete Block	White	Intact	Wall	Locker Room	Basement	0.00	0.00
8-Jan-13	29	Woman's Dressing Room	C	Concrete	White	Intact	Pipe	Locker Room	Basement	0.00	0.00
8-Jan-13	30	Woman's Dressing Room	C	Concrete	White	Intact	Column	Locker Room	Basement	0.00	0.00
8-Jan-13	31	Woman's Dressing Room	A	Metal	Brown	Intact	Door	Locker Room	Basement	0.00	0.00
8-Jan-13	32	Men's Dressing Room	A	Concrete Block	White	Intact	Wall	Locker Room	Basement	0.00	0.00
8-Jan-13	33	Men's Dressing Room	B	Concrete Block	White	Intact	Wall	Locker Room	Basement	0.00	0.00
8-Jan-13	34	Men's Dressing Room	D	Concrete Block	White	Intact	Wall	Locker Room	Basement	0.00	0.00
8-Jan-13	35	Men's Dressing Room	C	Ceramic	White	Intact	Sink	Locker Room	Basement	0.01	0.01
8-Jan-13	36	Men's Dressing Room	C	Ceramic	White	Intact	Toilet	Locker Room	Basement	0.00	0.00
8-Jan-13	37	Men's Dressing Room		Drywall	White	Intact	Ceiling	Locker Room	Basement	0.00	0.00

Bold = Lead-Based Paint
Italic = Lead-Containing Paint



Date	Reading	Room	Side	Substrate	Color	Condition	Component	Notes	Location	Pb	Pb +/-
8-Jan-13	38	Men's Dressing Room	A	Metal	Brown	Intact	Door Jamb	Locker Room	Basement	0.00	0.00
8-Jan-13	39	Hallway	C	Wood	White	Intact	Chair Rail		Basement	0.00	0.00
8-Jan-13	40	Hallway		Drywall	White	Intact	Ceiling		Basement	0.00	0.00
8-Jan-13	41	Office	A	Drywall	White	Intact	Wall		Basement	0.00	0.00
8-Jan-13	42	Office	B	Drywall	White	Intact	Wall		Basement	0.00	0.00
8-Jan-13	43	Office	C	Drywall	White	Intact	Wall		Basement	0.00	0.00
8-Jan-13	44	Office	C	Wood	White	Intact	Window Casing		Basement	0.00	0.00
8-Jan-13	45	Office	A	Metal	White	Intact	Door		Basement	0.00	0.00
8-Jan-13	46	Office	C	Wood	White	Intact	Baseboard		Basement	0.00	0.00
8-Jan-13	47	Hallway	A	Wood	White	Intact	Baseboard		Basement	0.00	0.00
8-Jan-13	48	Hallway	A	<i>Drywall</i>	<i>Wallpaper</i>	<i>Intact</i>	<i>Wall</i>		<i>Basement</i>	<i>0.10</i>	<i>0.13</i>
8-Jan-13	49	Hallway	B	<i>Drywall</i>	<i>Wallpaper</i>	<i>Intact</i>	<i>Wall</i>		<i>Basement</i>	<i>0.07</i>	<i>0.09</i>
8-Jan-13	50	Hallway		Drywall	Beige	Intact	Ceiling		Basement	0.00	0.00
8-Jan-13	51	Bathroom		Wood	Pink	Intact	Door		Basement	0.00	0.00
8-Jan-13	52	Bathroom	A	Wood	Pink	Intact	Door Casing	Woman's	Basement	0.00	0.00
8-Jan-13	53	Bathroom	A	Wood	Beige	Intact	Chair Rail	Woman's	Basement	0.00	0.00
8-Jan-13	54	Bathroom	A	Drywall	Beige	Intact	Wall	Woman's	Basement	0.00	0.00
8-Jan-13	55	Bathroom	B	Drywall	Beige	Intact	Wall	Woman's	Basement	0.00	0.00
8-Jan-13	56	Bathroom	B	Wood	White	Intact	Cabinet Door	Woman's	Basement	0.00	0.00
8-Jan-13	57	Bathroom	D	Ceramic	White	Intact	Toilet	Woman's	Basement	0.00	0.00
8-Jan-13	58	Hallway	C	Drywall	Wallpaper	Intact	Wall		Basement	0.03	0.01
8-Jan-13	59	Hallway	D	Metal	Pink	Intact	Door	Elevator Door	Basement	0.00	0.00
8-Jan-13	60	Hallway		Metal	Black	Intact	Stair Stringer		Basement	0.00	0.00
8-Jan-13	61	Hallway		Metal	Black	Intact	Stair Newel Post		Basement	0.00	0.00
8-Jan-13	62	Kitchen	A	Metal	Red	Intact	Railing		First Floor	0.00	0.00
8-Jan-13	63	Kitchen	A	Metal	Red	Intact	Stair Stringer		First Floor	0.00	0.00
8-Jan-13	64	Kitchen	B	Brick	Red	Intact	Wall		First Floor	5.00	146795.47
8-Jan-13	65	Kitchen	B	Brick	Red	Intact	Wall		First Floor	5.00	360529.69
8-Jan-13	66	Kitchen	C	Wood	Brown	Intact	Door		First Floor	0.00	0.00
8-Jan-13	67	Kitchen	C	Metal	Brown	Intact	Door Jamb		First Floor	0.00	0.00
8-Jan-13	68	<i>Kitchen</i>	<i>D</i>	<i>Ceramic</i>	<i>Beige</i>	<i>Intact</i>	<i>Wall</i>		<i>First Floor</i>	<i>0.12</i>	<i>0.01</i>
8-Jan-13	69	<i>Kitchen</i>	<i>B</i>	<i>Ceramic</i>	<i>Beige</i>	<i>Intact</i>	<i>Wall</i>		<i>First Floor</i>	<i>0.13</i>	<i>0.01</i>
8-Jan-13	70	Kitchen	D	Metal	Tan	Intact	Gate		First Floor	0.00	0.00
8-Jan-13	71	Kitchen	D	Wood	Tan	Intact	Door		First Floor	0.00	0.00
8-Jan-13	72	Kitchen	D	Wood	Tan	Intact	Door Casing		First Floor	0.00	0.00
8-Jan-13	73	Kitchen	D	Wood	Tan	Intact	Door Casing		First Floor	0.08	0.01
8-Jan-13	74	Kitchen	A	Metal	Brown	Intact	Door Casing		First Floor	0.00	0.00

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Date	Reading	Room	Side	Substrate	Color	Condition	Component	Notes	Location	Pb	Pb +/-
8-Jan-13	75	Kitchen	C	Wood	Yellow	Intact	Shelf		First Floor	0.00	0.00
8-Jan-13	76	Dining Room	A	Wood	Brown	Intact	Wall		First Floor	0.00	0.00
8-Jan-13	77	Dining Room	B	Wood	Brown	Intact	Wall		First Floor	0.00	0.00
8-Jan-13	78	Dining Room	B	Metal	Brown	Intact	Radiator		First Floor	0.00	0.00
8-Jan-13	79	Dining Room	C	Wood	Black	Intact	Baseboard		First Floor	0.00	0.00
8-Jan-13	80	Dining Room	D	Wood	Brown	Intact	Wall		First Floor	0.01	0.00
8-Jan-13	81	Dining Room	D	Wood	Brown	Intact	Door		First Floor	0.00	0.00
8-Jan-13	82	Dining Room	D	Wood	Brown	Intact	Door Casing		First Floor	0.00	0.00
8-Jan-13	83	Dining Room	C	Wood	Brown	Intact	Door Casing		First Floor	0.00	0.00
8-Jan-13	84	Dining Room	C	Wood	Brown	Intact	Door		First Floor	0.00	0.00
8-Jan-13	85	Dining Room	B	Ceramic	Orange	Intact	Wall		First Floor	5.00	4297.18
8-Jan-13	86	Lobby	A	Wood	Black	Intact	Baseboard		First Floor	0.00	0.00
8-Jan-13	87	Lobby	A	Wood	Black	Intact	Wall		First Floor	0.00	0.00
8-Jan-13	88	Lobby	C	Wood	Brown	Intact	Wall		First Floor	0.00	0.00
8-Jan-13	89	State Room	B	Drywall	Wallpaper	Intact	Wall		First Floor	0.00	0.00
8-Jan-13	90	State Room	D	Drywall	Wallpaper	Intact	Wall		First Floor	0.00	0.00
8-Jan-13	91	Room 106	A	Drywall	Wallpaper	Intact	Wall		First Floor	0.00	0.00
8-Jan-13	92	Room 106	C	Drywall	Wallpaper	Intact	Wall		First Floor	0.00	0.00
8-Jan-13	93	<i>Room 106</i>	<i>D</i>	<i>Ceramic</i>	<i>Beige</i>	<i>Intact</i>	<i>Wall</i>		<i>First Floor</i>	<i>0.13</i>	<i>0.02</i>
8-Jan-13	94	Room 106	D	Ceramic	Beige	Intact	Tub		First Floor	5.00	21.95
8-Jan-13	95	Room 106	D	Ceramic	Beige	Intact	Toilet		First Floor	0.00	0.00
8-Jan-13	96	Room 106	B	Wood	Beige	Intact	Baseboard		First Floor	0.00	0.00
8-Jan-13	97	Room 106 Balcony	C	Concrete	Beige	Intact	Wall		First Floor	0.01	0.00
8-Jan-13	98	Room 106 Balcony	C	Metal	Gray	Intact	Railing		First Floor	0.00	0.00
8-Jan-13	99	Room 106	A	Wood	Pink	Intact	Baseboard		First Floor	0.00	0.00
8-Jan-13	100	Room 106	A	Metal	Pink	Intact	Door Casing		First Floor	0.00	0.00
8-Jan-13	101	Room 106		Drywall	White	Intact	Ceiling		First Floor	0.00	0.00
8-Jan-13	102	Room 106	A	Ceramic	White	Intact	Sink		First Floor	0.00	0.00
8-Jan-13	103	Hallway	A	Drywall	Wallpaper	Intact	Wall		First Floor	0.00	0.00
8-Jan-13	104	Hallway	B	Drywall	Wallpaper	Intact	Wall		First Floor	0.00	0.00
8-Jan-13	105	Hallway	D	Drywall	Wallpaper	Intact	Wall		First Floor	0.00	0.00
8-Jan-13	106	Hallway	D	Metal	Beige	Intact	Door Casing		First Floor	0.00	0.00
8-Jan-13	107	Hallway	D	Metal	Beige	Intact	Door Jamb		First Floor	0.00	0.00
8-Jan-13	108	Hallway	B	Metal	Beige	Intact	Door Casing		First Floor	0.00	0.00
8-Jan-13	109	Hallway	B	Metal	Beige	Intact	Door Casing		First Floor	0.00	0.00
8-Jan-13	110	Hallway	D	Wood	Brown	Intact	Chair Rail		First Floor	0.00	0.00
8-Jan-13	111	Hallway	D	Wood	Brown	Intact	Baseboard		First Floor	0.00	0.00



Date	Reading	Room	Side	Substrate	Color	Condition	Component	Notes	Location	Pb	Pb +/-	
8-Jan-13	112	Storage	B	Concrete Block	White	Intact	Wall		First Floor	0.00	0.00	
8-Jan-13	113	Storage	A	Metal	Red	Intact	Door Casing		First Floor	0.00	0.00	
8-Jan-13	114	Hallway	A	Drywall	Wallpaper	Intact	Wall		Second Floor	0.00	0.00	
8-Jan-13	115	Hallway	B	Drywall	Wallpaper	Intact	Wall		Second Floor	0.00	0.00	
8-Jan-13	116	Hallway	C	Drywall	Wallpaper	Intact	Wall		Second Floor	0.00	0.00	
8-Jan-13	117	Ice Room	D	Concrete Block	Green	Intact	Wall		Second Floor	0.00	0.00	
8-Jan-13	118	Ice Room	D	Concrete Block	Light Green	Intact	Wall		Second Floor	0.00	0.00	
8-Jan-13	119	Ice Room		Concrete Block	Green	Intact	Floor		Second Floor	0.00	0.00	
8-Jan-13	120	Hallway	B	Wood	Brown	Intact	Chair Rail		Second Floor	0.00	0.00	
8-Jan-13	121	Hallway	B	Wood	Brown	Intact	Baseboard		Second Floor	0.00	0.00	
8-Jan-13	122	Hallway	B	Metal	Beige	Intact	Door Casing		Second Floor	0.00	0.00	
8-Jan-13	123	Hallway	B	Metal	Beige	Intact	Door Casing		Second Floor	0.00	0.00	
8-Jan-13	124	Hallway	D	Metal	Beige	Intact	Door Casing		Second Floor	0.00	0.00	
8-Jan-13	125	Hallway	D	Metal	Beige	Intact	Door Casing		Second Floor	0.00	0.00	
8-Jan-13	126	Hallway		Drywall	Beige	Intact	Ceiling		Second Floor	0.00	0.00	
8-Jan-13	127	Room 237		Drywall	Beige	Intact	Ceiling		Second Floor	0.00	0.00	
8-Jan-13	128	Room 237	C	Ceramic	White	Intact	Tub		Second Floor	5.00	93.70	
<i>8-Jan-13</i>	<i>129</i>	<i>Room 237</i>	<i>C</i>	<i>Ceramic</i>	<i>Beige</i>	<i>Intact</i>	<i>Wall</i>		<i>Second Floor</i>	<i>0.14</i>	<i>0.03</i>	
8-Jan-13	130	Room 237	A	Ceramic	White	Intact	Toilet		Second Floor	0.00	0.00	
8-Jan-13	131	Room 237	B	Drywall	Wallpaper	Intact	Wall		Second Floor	0.00	0.00	
8-Jan-13	132	Room 237	C	Drywall	Wallpaper	Intact	Wall		Second Floor	0.00	0.00	
8-Jan-13	133	Room 237	D	Drywall	Wallpaper	Intact	Wall		Second Floor	0.00	0.00	
8-Jan-13	134	Room 237	A	Wood	Brown	Intact	Door		Second Floor	0.00	0.00	
8-Jan-13	135	Room 237	A	Metal	Pink	Intact	Door Casing		Second Floor	0.00	0.00	
8-Jan-13	136	Room 237 balcony	C	Metal	Gray	Intact	Railing		Second Floor	0.00	0.00	
8-Jan-13	137	Room 237 balcony	B	Concrete	Beige	Intact	Wall		Second Floor	0.01	0.00	
8-Jan-13	138	Room 237 balcony		Concrete	Beige	Intact	Floor		Second Floor	0.00	0.00	
8-Jan-13	139	Hallway	A	Drywall	Wallpaper	Intact	Wall		Third Floor	0.00	0.01	
8-Jan-13	140	Hallway	B	Drywall	Wallpaper	Intact	Wall		Third Floor	0.00	0.00	
8-Jan-13	141	Hallway	C	Drywall	Wallpaper	Intact	Wall		Third Floor	0.00	0.00	
8-Jan-13	142	Hallway	B	Wood	Brown	Intact	Chair Rail		Third Floor	0.00	0.00	
8-Jan-13	143	Hallway	B	Wood	Brown	Intact	Baseboard		Third Floor	0.00	0.00	
8-Jan-13	144	Hallway	C	Metal	Beige	Intact	Door Casing		Third Floor	0.00	0.00	
8-Jan-13	145			Calibration						Channel Inn	1.01	0.03
8-Jan-13	146			Calibration						Channel Inn	1.01	0.03
8-Jan-13	147			Calibration						Channel Inn	1.07	0.04
8-Jan-13	148	Room 320	A	Drywall	Wallpaper	Intact	Wall		Third Floor	0.01	0.01	

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Date	Reading	Room	Side	Substrate	Color	Condition	Component	Notes	Location	Pb	Pb +/-
8-Jan-13	149	Room 320	B	Drywall	Wallpaper	Intact	Wall		Third Floor	0.02	0.01
8-Jan-13	150	Room 320	C	Drywall	Wallpaper	Intact	Wall		Third Floor	0.02	0.00
8-Jan-13	151	Room 320	C	Drywall	Wallpaper	Intact	Wall		Third Floor	0.02	0.00
8-Jan-13	152	Room 320 Balcony	D	Concrete	Beige	Intact	Wall		Third Floor	0.00	0.00
8-Jan-13	153	Room 320 Balcony	D	Concrete	Beige	Intact	Wall		Third Floor	0.01	0.03
8-Jan-13	154	Room 320 Balcony		Concrete	Beige	Intact	Floor		Third Floor	0.00	0.00
8-Jan-13	155	Room 320	D	Ceramic	White	Intact	Tub		Third Floor	5.00	0.53
8-Jan-13	156	Room 320	B	Ceramic	White	Intact	Toilet		Third Floor	0.06	0.02
8-Jan-13	157	Roof	A	Metal	Beige	Intact	Ladder		Roof	0.07	0.03
8-Jan-13	158	Roof	A	Vinyl	Brown	Intact	Trim		Roof	5.00	3.17
8-Jan-13	159	Roof	A	Vinyl	Brown	Intact	Trim		Roof	5.00	2.35
8-Jan-13	160	Roof	C	Metal	Brown	Intact	Door		Roof	0.01	0.01
8-Jan-13	161	Garage	A	Concrete	White	Intact	Wall		Channel Inn	0.00	0.00
8-Jan-13	162	Garage	A	Concrete	Pink	Intact	Wall		Channel Inn	0.00	0.00
8-Jan-13	163	Garage		Metal	Pink	Intact	Railing		Channel Inn	0.00	0.00
8-Jan-13	164	Garage		Concrete	Gray	Intact	Floor		Channel Inn	1.45	0.18
8-Jan-13	165	Garage		Concrete	Gray	Intact	Floor		Channel Inn	0.00	0.00
<i>8-Jan-13</i>	<i>166</i>	<i>Garage</i>		<i>Concrete</i>	<i>Yellow</i>	<i>Intact</i>	<i>Floor</i>		<i>Channel Inn</i>	<i>0.18</i>	<i>0.17</i>
8-Jan-13	167	Garage		Metal	Yellow	Intact	Duct		Channel Inn	0.00	0.00
8-Jan-13	168	Garage		Metal	Yellow	Intact	Duct		Channel Inn	0.00	0.00
<i>8-Jan-13</i>	<i>169</i>	<i>Garage</i>	<i>C</i>	<i>Concrete</i>	<i>Yellow</i>	<i>Intact</i>	<i>Column</i>		<i>Channel Inn</i>	<i>0.68</i>	<i>0.13</i>
<i>8-Jan-13</i>	<i>170</i>	<i>Garage</i>	<i>C</i>	<i>Concrete</i>	<i>Yellow</i>	<i>Intact</i>	<i>Column</i>		<i>Channel Inn</i>	<i>0.72</i>	<i>0.13</i>
<i>8-Jan-13</i>	<i>171</i>	<i>Garage</i>	<i>C</i>	<i>Concrete</i>	<i>Yellow</i>	<i>Intact</i>	<i>Column</i>		<i>Channel Inn</i>	<i>0.74</i>	<i>0.11</i>
8-Jan-13	172	Garage	A	Concrete	Yellow	Intact	Pipe		Channel Inn	0.00	0.00
8-Jan-13	173	Garage	A	Concrete	Yellow	Intact	Pipe		Channel Inn	0.00	0.00
<i>8-Jan-13</i>	<i>174</i>	<i>Garage</i>	<i>C</i>	<i>Concrete</i>	<i>Yellow</i>	<i>Intact</i>	<i>Pipe</i>		<i>Channel Inn</i>	<i>0.50</i>	<i>0.09</i>
8-Jan-13	175	Garage		Metal	Yellow	Intact	Fence		Channel Inn	0.03	0.02
8-Jan-13	176	Garage		Metal	Yellow	Intact	Fence Post		Channel Inn	0.01	0.01
8-Jan-13	177	Garage		Concrete	Gray	Intact	Floor		Channel Inn	0.00	0.00
8-Jan-13	178	Garage	A	Metal	Pink	Intact	Door		Channel Inn	0.00	0.00
8-Jan-13	179	Garage	A	Metal	Pink	Intact	Door Jamb		Channel Inn	0.00	0.00
8-Jan-13	180			Calibration					Channel Inn	1.02	0.03
8-Jan-13	181			Calibration					Channel Inn	1.04	0.04
8-Jan-13	182			Calibration					Channel Inn	1.03	0.03

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1. View of the textured ceiling plaster within the lobby hallway. Samples CI31-CI35



2. View of the white duct seam mastic above drop ceilings throughout the building. Samples CI42-CI44



3. View of the black tar over the roof hood flashing on the lower roof. Samples CI53-CI55



4. View of the black pitch pocket material on the lower roof. Samples CI56-CI58



5. View of the black tar over mechanical hood. Samples CI69-CI71



6. View of the black caulk around roof air vent. Samples CI75-CI77

**CHANNEL INN
WASHINGTON, DC
ECS PROJECT No. 37:1138**



**PHOTOGRAPHS OF ASBESTOS CONTAINING
MATERIALS AND LEAD-BASED PAINTED
COMPONENTS**



7. View of cream caulk on roof mechanical vent. Samples CI78-CI80



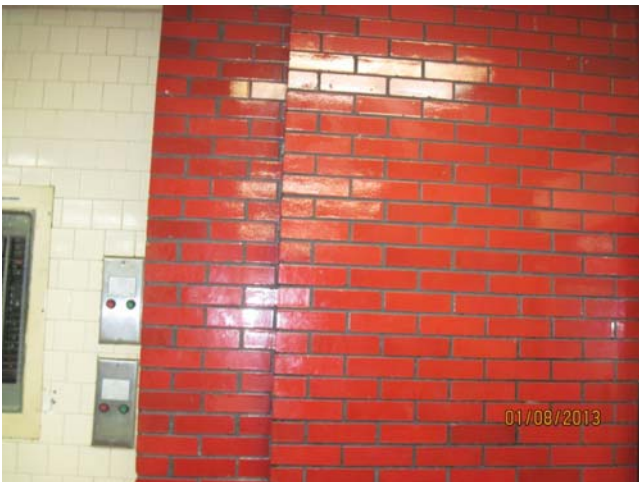
8. View of the lower roof flashing, the first and second layers are positive. Samples CI101-CI107



9. View of black glue dots on concrete columns within the garage. Samples CI84-CI86



10. View of black glue dots on concrete supports within the garage. Samples CI84-CI86



11. View of the lead coated red brick wall within the kitchen.

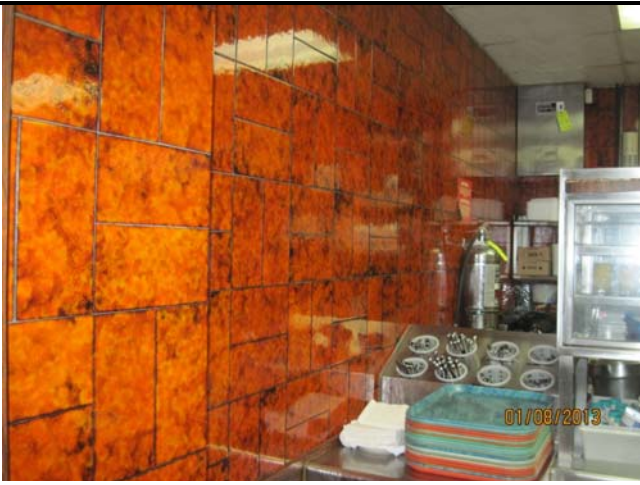


12. View looking across the kitchen at the lead coated red brick wall.

**CHANNEL INN
WASHINGTON, DC
ECS PROJECT No. 37:1138**



**PHOTOGRAPHS OF ASBESTOS CONTAINING
MATERIALS AND LEAD-BASED PAINTED
COMPONENTS**



13. View of the orange lead coated wall within the breakfast bar.



14. View of the beige/white lead coated ceramic tubs.



15. View of the lead coated vinyl trim.



16. View of the assumed brown lead-based paint on the Hotel's tin roof.



17. View of the garage with gray painted floors along the entry to the hotel.

**CHANNEL INN
WASHINGTON, DC
ECS PROJECT NO. 37:1138**



**PHOTOGRAPHS OF ASBESTOS CONTAINING
MATERIALS AND LEAD-BASED PAINTED
COMPONENTS**

DISTRICT OF COLUMBIA

LEAD AND HEALTHY HOUSING DIVISION

COMPLIANCE AND ENFORCEMENT BRANCH

APPLICATION INSTRUCTIONS & FORMS

FOR

NOTIFICATION OF LEAD-BASED PAINT ACTIVITIES

AND

ABATEMENT PERMITS

June 2011

Government of the District of Columbia
District Department of the Environment

Lead and Healthy Housing Division
Compliance & Enforcement Branch



June 2011

Dear Contractor:

Please be advised that as of April 12, 2005, unless exempt or excluded by law, all business entities and individuals, including government agencies, performing abatement of lead-based paint or lead-based paint hazards, or performing projects that permanently eliminate lead-based paint hazards in the District of Columbia, must provide the District Department of the Environment with at least seven (7) business days advance notice of the abatement or project. This requirement applies regardless of what type of property or structure (residential, public, commercial, and industrial) the abatement is taking place on or in.

These lead-based paint activities, whether they abate known lead-based paint or eliminate lead-based paint hazards, require business entities and individuals to obtain an abatement permit and pay the required permit fee before beginning work. If you have already obtained a permit but wish to change the scope of work under which the permit was obtained, you must notify the District Department of the Environment of the proposed change and pay any related fees before beginning work on the modified project. All fees must be paid by check or by money order, made payable to the D.C. Treasurer. Abatement fees are non-refundable.

All business entities and individuals to which this applies must complete both the Lead-Based Paint Activity Notification Form and the Lead Abatement Permit Application Form. Once completed, the Forms must be submitted to:

**DISTRICT DEPARTMENT OF THE ENVIRONMENT
LEAD AND HEALTHY HOUSING DIVISION
COMPLIANCE & ENFORCEMENT BRANCH
1200 FIRST STREET, N.E., 5th Floor
WASHINGTON, D.C. 20002
Attn: Permitting**

Or fax to: 202-481-3770

**Or email to: amber.sturdivant@dc.gov AND to williemae.miller@dc.gov
(All checks must be mailed or submitted in person to this office)**

Copies of the District's Lead-Based Paint Activity Notification and Permit Application Forms are enclosed for your use.

Enforcement action will be taken to the fullest extent of the law against contractors who fail to comply with the certification, notification, and permitting requirements of the District of Columbia's Lead-Hazard Prevention and Elimination Act of 2008, effective March 31, 2009, as amended by the Lead-Hazard Prevention and Elimination Amendment Act of 2010, D.C. Law 18-348, effective March 31, 2011 ("Act") D.C. Official Code § 8-231.01 *et seq.* Should you have any questions, please do not hesitate to contact the Compliance and Enforcement Branch at (202) 535-1934 between the hours of 8:30 AM and 4:30 PM, Monday through Friday (except holidays).

We look forward to working with you.

LEAD-BASED PAINT ACTIVITY NOTIFICATION FORM

This Notification Form must be completed and filed with the District Department of the Environment, at least seven (7) business days before the start of work, in accordance with The Lead-Hazard Prevention and Elimination Act of 2008, DC Law 17-381, effective March 31, 2009, as amended by the Lead-Hazard Prevention and Elimination Amendment Act of 2010, D.C. Law 18-348, effective March 31, 2011 (“Act”) D.C. Official Code § 8-231.01 *et seq.*

Please note: this Notification Form is not a substitute for an abatement permit. DDOE will review this Form to determine whether an abatement permit is necessary for the proposed project.

Location of Project:

Address: _____ Lot _____
_____ Square _____
_____ Ward _____

Approximate Year of Construction of Project Property or Structure: _____

Starting Date of Lead-Based Paint Activity: _____

Projected Completion Date of Lead-Based Paint Activity: _____

Property Owner Information:

Name: _____

Address: _____

Daytime telephone: _____
Fax: _____
E-mail: _____

General Contractor Information:

Name: _____

Address: _____

Daytime telephone: _____
Fax: _____
E-mail: _____

Certified Lead Abatement Contractor Information:

Name: _____

D.C. Lead-Based Paint Business Entity Certification Number: _____

Daytime telephone: _____
Fax: _____
E-mail: _____

Certified Abatement Supervisor Information:

Name: _____

D.C. Lead-Based Paint Supervisor Certification Number: _____

Daytime telephone: _____
Fax: _____
E-mail: _____

In order for DDOE to properly review this Notification Form, you must include a project description that describes all work methods to be used, as well as a description of the current paint conditions on the structural components involved in the proposed scope of work.

Project Description:

Summary of Work Methods to be used, including location(s) where each Work Method will be used:

Description of Paint Conditions on painted components at each location where work will be performed:

SIGNATURE PAGE

for

LEAD-BASED PAINT ACTIVITY NOTIFICATION FORM

I declare that the information provided on the Lead-Based Paint Activity Notification Form is true, correct and complete to the best of my knowledge, and certify that I have the authority to represent the owner of the property that is the subject of this notification and/or application and to sign on behalf of the person(s) listed as the owner. I understand that if the information provided in this Form is false, I may be subject to the penalties of perjury.

Print Name

Signature

Date

Contact the Compliance and Enforcement Branch at (202) 535-1934 for more information on lead hazard abatement measures. Information on lead hazard abatement may also be found on the following websites:

<http://www.ddoe.dc.gov/ddoe/cwp/view,a,1209,q,499488.asp>

<http://www.cdc.gov/lead/>

<http://www.epa.gov/opptintr/lead/>

<http://www.hud.gov/offices/lead/>

Please Note: This Notification Form is not a substitute for an abatement permit application.

Please submit ALL PERMIT APPLICATION MATERIALS to:

**DISTRICT DEPARTMENT OF THE ENVIRONMENT
LEAD AND HEALTHY HOUSING DIVISION
COMPLIANCE & ENFORCEMENT BRANCH
1200 FIRST STREET, N.E., 5th Floor
WASHINGTON, D.C. 20002
Attn: Permitting**

Or fax to: 202-481-3770

**Or email to: amber.sturdivant@dc.gov AND to williamae.miller@dc.gov
(All checks must be mailed or submitted in person to this office)**

INSTRUCTIONS FOR COMPLETING THE LEAD ABATEMENT PERMIT APPLICATION FORM

- **Permits are required for all lead abatement projects.**
- **Please read and follow these instructions when completing the application.**
- **TYPE OR PRINT all answers in ink.**

1. Check the type of application.
2. Provide the full address, including the street address, ward number, square and lot number, for property where the work will be performed.
3. Provide the name, address, and contact information for the property owner.
4. Describe the present use of the project property or structure -- for example, occupied residential housing, elementary school, childcare facility, vacant commercial building, or industrial structure.
5. Provide the approximate year the building or structure was built.
6. Provide the name, address and contact information for the project's general contractor.
7. Provide the name, address and contact information for the project's certified abatement contractor, as well as the contractor's D.C. business entity certification number and the expiration date. **ATTACH A COPY OF THE BUSINESS ENTITY'S CERTIFICATION CARD.**
8. Provide the name of the certified supervisor assigned to the project, the supervisor's D.C. lead certification number and expiration date, and the supervisor's contact information. **ATTACH A COPY OF THE SUPERVISOR'S CERTIFICATION CARD.**
9. Provide the project anticipated start, clearance and completion dates.
10. Provide the work schedule, including the days and times that work will be taking place at the project site.
11. Indicate the approximate square or linear footage of lead-based paint to be abated.
12. Describe the provisions for medical surveillance and worker protection.
13. Describe what is adjacent to the abatement project -- for example: single family residential housing, apartment building, commercial office space, playground, school; and describe the methods that will be used to prevent any dispersal of paint chips, dust, debris or residue onto these areas.
14. State the intended disposal site of the waste that will be generated. If hazardous waste will be generated, describe how you intend to comply with the D.C. Hazardous Waste Regulations. Call the Hazardous Materials Branch at (202) 535-2290 for information on D.C. hazardous waste management requirements.
15. State the amount of the contract to conduct the abatement. If the project involves work that is not considered an abatement activity, do not include that as part of the contract amount.
16. State the amount of abatement permit fee submitted. The permit fee equals \$40 plus three percent (3%) of the lead abatement project cost. If the contract is for \$5,000, of which \$2,000 is for lead abatement; then the total fee is $\$40.00 + \60.00 ($\$60.00 = 3\%$ of lead abatement project cost) = \$100.00.

NOTES: Provide a full description of the work to be performed, including the specific location of any known or presumed lead-based paint, and its condition (intact or non-intact). District of Columbia law defines “presumed lead-based paint” to include any “paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility” built prior to 1978. The presumption that such paint is lead-based paint can only be rebutted by production of appropriate documentation from a certified lead inspector or risk assessor. **ATTACH A COPY OF DOCUMENTATION YOU WANT TO PRODUCE TO CONFIRM THAT PAINT INVOLVED IN THIS PROJECT IS NOT LEAD-BASED PAINT.**

Don't forget to indicate the type of lead abatement method(s) to be used in this project: paint, dust, and/or soil removal, encapsulation or enclosure of paint, and/or the replacement of painted surfaces or fixtures.

Please be sure to sign and date the application, and include the required attachments. Upon review and approval of the application, a permit will be issued. The permit will be valid only for the duration of the project or for one year, whichever is less. Any change in start or completion dates, or scope of work, will require the submission of an amended Lead-Based Paint Activity Notification Form (see below: Lead-Based Paint Activity Notification Revision Form). The permit must be maintained at the project site at all times and available upon request from District Department of the Environment inspectors. **This application must be submitted at least seven (7) business days before the start of the abatement project.**

THE FOLLOWING ITEMS MUST BE ATTACHED WITH THE PERMIT APPLICATION

- _____ **COPY OF CURRENT DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS (DCRA) BUSINESS LICENSE**
- _____ **COPY OF ABATEMENT CONTRACTOR'S DISTRICT OF COLUMBIA LEAD-BASED PAINT BUSINESS ENTITY CERTIFICATION**
- _____ **COPY OF SUPERVISOR'S DISTRICT OF COLUMBIA LEAD-BASED PAINT SUPERVISOR CERTIFICATION**
- _____ **COPY OF CONTRACTOR'S CURRENT LIABILITY INSURANCE, INCLUDING PROOF OF PROFESSIONAL, ENVIRONMENTAL AND GENERAL LIABILITY COVERAGE**
- _____ **COPY OF SIGNED CONTRACT FOR THE LEAD-BASED PAINT ACTIVITY, INCLUDING THE SCOPE OF WORK**
- _____ **APPROPRIATE PERMIT FEE (make check or money order payable to the D.C. Treasurer; application fees are non-refundable)**
- _____ **COPY OF ANY PERTINENT LEAD INSPECTION OR RISK ASSESSMENT REPORT**
- _____ **COPY OF ANY PERTINENT NOTICE OF VIOLATION (if applicable)**
- _____ **COMPLETED CLEAN HANDS SELF-CERTIFICATION FORM**

Please submit ALL PERMIT APPLICATION MATERIALS to:

**DISTRICT DEPARTMENT OF THE ENVIRONMENT
LEAD AND HEALTHY HOUSING DIVISION
COMPLIANCE & ENFORCEMENT BRANCH
1200 FIRST STREET, N.E., 5th Floor
WASHINGTON, D.C. 20002
Attn: Permitting**

Or fax to: 202-481-3770

**Or email to: amber.sturdivant@dc.gov AND to williemaemiller@dc.gov
(All checks must be mailed or submitted in person to this office)**



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DISTRICT DEPARTMENT OF THE ENVIRONMENT
LEAD AND HEALTHY HOUSING DIVISION
COMPLIANCE & ENFORCEMENT BRANCH
1200 FIRST STREET, N.E., 5th Floor
WASHINGTON, D.C. 20002
(202) 535-1934

LEAD ABATEMENT PERMIT APPLICATION FORM

NOTE: Submit this form at least seven (7) business days before starting work.

-OFFICE USE ONLY-

DATE RECEIVED: _____

PERMIT NUMBER: _____

1. TYPE OF APPLICATION

INITIAL PERMIT

RENEWAL

2. PROPERTY LOCATION/ADDRESS: _____

SQUARE # _____ LOT # _____ WARD # _____

3. PROPERTY OWNER: _____

OWNER MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____ E-MAIL: _____

4. PRESENT USE OF PROPERTY/STRUCTURE: _____

5. APPROXIMATE DATE THE FACILITY/BUILDING/STRUCTURE WAS BUILT: _____

6. GENERAL CONTRACTOR: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT NAME: _____ TELEPHONE NUMBER: _____

FAX: _____ E-MAIL: _____

Abatement Permit Application Form -- PAGE 2

7. ABATEMENT CONTRACTOR: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT NAME: _____ TELEPHONE NUMBER: _____

FAX: _____ E-MAIL: _____

D.C. LEAD (BUSINESS ENTITY) CERTIFICATION NUMBER: _____ EXPIRATION DATE: _____

REMINDER: ATTACH A COPY OF THE BUSINESS ENTITY'S CERTIFICATION CARD

8. NAME OF SUPERVISOR ASSIGNED TO THE PROJECT: _____

SUPERVISOR'S D.C. LEAD CERTIFICATION NUMBER: _____ EXPIRATION DATE: _____

TELEPHONE NUMBER: _____ FAX: _____ E-MAIL: _____

REMINDER: ATTACH A COPY OF THE SUPERVISOR'S CERTIFICATION CARD

9. START/COMPLETION DATE(S) OF PROJECT (Reminder: You must provide this application to DDOE no less than seven (7) business days before the project starts.)

PROJECT START DATE: _____

PROJECTED PROJECT COMPLETION DATE: _____

PROJECTED CLEARANCE DATE: _____

REMINDER: ATTACH A COPY OF THE SCOPE OF WORK, AND ANY PERTINENT LEAD INSPECTION OR RISK ASSESSMENT REPORT, AND ANY PERTINENT NOTICE OF VIOLATION

10. DAYS (SPECIFY WHICH ONES) THAT WORK AT THE PROJECT SITE WILL OCCUR: _____

DURING THE FOLLOWING HOURS: FROM _____ A.M./P.M. TO _____ A.M./P.M.

11. APPROXIMATE AMOUNT OF LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS (INCLUDING PRESUMED LEAD-BASED PAINT) TO BE ABATED (in square or linear feet):

Square Feet: _____

Linear Feet: _____

12. PROVISIONS FOR MEDICAL SURVEILLANCE AND WORKER PROTECTION:

13. A DESCRIPTION OF AREAS IMMEDIATELY ADJACENT TO THE PROJECT SITE, INCLUDING NEIGHBORING PROPERTIES AND/OR PUBLIC SPACE, AND THE MEASURES THAT WILL BE TAKEN TO PREVENT ANY DISPERSAL OF PAINT CHIPS, DUST, DEBRIS, AND RESIDUE ONTO THESE AREAS:

14. MANNER IN WHICH THE WASTE CONTAINING LEAD WILL BE HANDLED AND DISPOSED OF, AND LOCATION OF THE DISPOSAL SITE (FOR INFO, CONTACT DDOE'S HAZARDOUS MATERIALS BRANCH, AT 202-535-2290):

15. ESTIMATED OR ACTUAL COST OF ABATEMENT CONTRACT (COSTS OF ABATEMENT MEASURES ONLY):

\$ _____

16. FEE SUBMITTED FOR LEAD ABATEMENT PERMIT (\$40 + 3% of costs of abatement measures):

\$ _____

AFFIDAVIT

I certify that the above information is accurate, true, and correct to the best of my knowledge, and that all lead-based paint abatement will be conducted in accordance with all applicable work practice standards of Federal and District of Columbia laws, including the Occupational Safety and Health Administration ("OSHA") standards for lead in construction work found in 29 CFR § 1926.62, the United States Department of Housing and Urban Development Standards for Lead-Based Paint Evaluation and Hazard Activities found in 24 CFR Part 35, Subpart R; and the United States Environmental Protection Agency certification and training and work practice standards found in 40 CFR §§ 745.226 and 745.227. I also certify that all municipal solid and hazardous waste will be handled and disposed of in accordance with all applicable local, state, and federal laws. Finally, I attest that only appropriately D.C. certified individuals will be used for all abatement work; and that all employees performing non-abatement work involving lead-based paint or lead-based paint hazards have completed a U.S. HUD-approved course on lead-safe work practices; and that no outstanding debts are owed to the District of Columbia Government.

Signature of Contractor/Title

Date



GOVERNMENT OF THE DISTRICT OF COLUMBIA
 DISTRICT DEPARTMENT OF THE ENVIRONMENT
 LEAD AND HEALTHY HOUSING
 COMPLIANCE & ENFORCEMENT BRANCH
 1200 FIRST STREET, N.E., 5th Floor
 WASHINGTON, D.C. 20002
 (202) 535-1934

LEAD-BASED PAINT ACTIVITY NOTIFICATION REVISION FORM

-OFFICE USE ONLY-

DATE RECEIVED: _____ PERMIT NUMBER (IF APPLICABLE): _____
 REVIEWED BY: _____ SIGNATURE: _____ DATE: _____

TYPE OR PRINT YOUR ANSWERS IN DARK INK

PERMIT OR NOTIFICATION NUMBER: _____

1. TYPE OF NOTIFICATION: Amendment/Project Change Cancellation

2. PROPERTY ADDRESS: _____

3. PROJECT START/COMPLETION DATES: **Reminder: You must notify this office no less than seven (7) business days before project starts.**
 START DATE: _____ END/COMPLETION DATE: _____

4. WORK HOURS: FROM _____ A.M./P.M. TO _____ A.M./P.M.

5. GENERAL CONTRACTOR: _____
 ADDRESS: _____

TELEPHONE: _____

ABATEMENT CONTRACTOR: _____
 ADDRESS: _____

TELEPHONE: _____

D.C. LEAD-BASED PAINT BUSINESS ENTITY CERTIFICATION NUMBER: _____

6. ABATEMENT SUPERVISOR: _____

D.C. LEAD-BASED PAINT SUPERVISOR CERTIFICATION NUMBER: _____

CONTACT NUMBERS: _____ TELEPHONE _____ CELL _____

7. CHANGES/EXPANSION TO THE SCOPE OF WORK, ASSOCIATED COST INCREASES AND EXPLAIN WHY THE EXTENSION IS REQUESTED:

ADDITIONAL PERMIT FEE (IF APPLICABLE): _____



**Government of the District of Columbia
District Department of the Environment
Lead and Healthy Housing
Compliance & Enforcement Branch**

CLEAN HANDS SELF-CERTIFICATION FORM

TO THE APPLICANT: Please read this form carefully and completely before signing. The District Government shall not issue or reissue any license or permit if the applicant owes it more than \$100 in outstanding debt. A false statement on this certification requires that the District Department of the Environment (DDOE), proceed immediately to revoke the certification, accreditation and/or permit or renewal for which you are now applying and fine you \$1,000. This certification form is required to be completed and submitted with any application for a certification, accreditation and/or permit or renewal by the Clean Hands Before Receiving a License or Permit Act of 1996, effective May 11, 1996 (DC Law 11-118, DC Official Code Sec. 47-2861 et seq.) as amended, effective October 21, 2000 (DC Law 13-183, sec. 2(b), DC Code sec. 47-2861 et. seq.).

I, _____, as _____ certify that _____
(Name) (Owner/Partner/Corporate Office) (Business Name)

trading as _____ at _____ using business tax number _____,
(Trade Name) (Business Address) (FEIN/SSN)

As of the date, does not owe more than more than one hundred dollars (\$100) in outstanding debt to the District of Columbia government as a result of:

1. Fines, penalties, or interest assessed pursuant to the Lead-Hazard Prevention and Elimination Act of 2008, DC Law 17-381, effective March 31, 2009, as amended by the Lead-Hazard Prevention and Elimination Amendment Act of 2010, D.C. Law 18-348, effective March 31, 2011 ("Act") D.C. Official Code § 8-231.01 *et seq.* (2011); or
2. Fines, penalties, or interest assessed pursuant to the Litter Control Administration Action of 1985, effective March 25, 1986, (DC Law 6-100; DC Code Sec. 8-801 (et seq.) (2001 ed.); or
3. Fines, penalties, or interest assessed pursuant to the Illegal Dumping Enforcement Act of 1994, effective May 20, 1994 (DC Law 10-117; DC Code Sec. 8-901 (et seq.) (2001 ed.); or
4. Fines, penalties, or interest assessed pursuant to the Department of Consumer and Regulatory Affairs (DCRA) Civil Infraction Act of 1985, effective October 5, 1985 (DC Law 6-42; DC Code Sec. 2-1801.01 (et. seq.) (2001 ed.); or
5. Past Due Taxes owed to the Office of Tax and Revenue pursuant to Title 47 of the DC Code; or
6. Past due District of Columbia Water and Sewer Authority service fees pursuant to Title 34 Chapter 22 and 24 of the DC Code (2001 ed.); or
7. Fines, penalties or interest assessed pursuant to Traffic Adjudication Act, Title 50, Chapter 23, of the DC Code (2001 ed.)

I understand that a signed and dated *Clean Hands Self-Certification Form* is required as documentation to accompany my application for a certification, accreditation and/or permit or renewal. I understand that by completing and submitting this form, I am not guaranteed that my certification, accreditation and/or permit or renewal will be approved.


I understand that the District Department of the Environment (DDOE) and/or the Department of Consumer and Regulatory Affairs (DCRA) may conduct an investigation to ascertain the veracity of the information contained in this *Clean Hands Self-Certification Form*.

I understand that if I knowingly provide false information on this Clean Hands Self-Certification Form, DDOE, will proceed immediately to revoke each certification, accreditation and/or permit or renewal for which I am applying, and to fine me one thousand dollars (\$1,000).

SIGNATURE OF APPLICANT and TITLE

FEN/SSN

DATE

<p>SEND COMPLETED FORM TO: The Appropriate State or Regional Office.</p>	<p>United States Environmental Protection Agency RCRA SUBTITLE C SITE IDENTIFICATION FORM</p>			
<p>1. Reason for Submittal</p> <p>MARK ALL BOX(ES) THAT APPLY</p>	<p>Reason for Submittal:</p> <p>To provide an Initial Notification (first time submitting site identification information / to obtain an EPA ID number for this location)</p> <p>To provide a Subsequent Notification (to update site identification information for this location)</p> <p>As a component of a First RCRA Hazardous Waste Part A Permit Application</p> <p>As a component of a Revised RCRA Hazardous Waste Part A Permit Application (Amendment # _____)</p> <p>As a component of the Hazardous Waste Report (If marked, see sub-bullet below)</p> <p>Site was a TSD facility and/or generator of $\geq 1,000$ kg of hazardous waste, >1 kg of acute hazardous waste, or >100 kg of acute hazardous waste spill cleanup <u>in one or more months</u> of the report year (or State equivalent LQG regulations)</p>			
<p>2. Site EPA ID Number</p>	<p>EPA ID Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>			
<p>3. Site Name</p>	<p>Name: <input type="text"/></p>			
<p>4. Site Location Information</p>	<p>Street Address: <input type="text"/></p>			
	<p>City, Town, or Village: <input type="text"/></p>	<p>County: <input type="text"/></p>		
	<p>State: <input type="text"/></p>	<p>Country: <input type="text"/></p>	<p>Zip Code: <input type="text"/></p>	
<p>5. Site Land Type</p>	<p>Private County District Federal Tribal Municipal State Other</p>			
<p>6. NAICS Code(s) for the Site (at least 5-digit codes)</p>	<p>A. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>	<p>C. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>		
	<p>B. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>	<p>D. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>		
<p>7. Site Mailing Address</p>	<p>Street or P.O. Box: <input type="text"/></p>			
	<p>City, Town, or Village: <input type="text"/></p>			
	<p>State: <input type="text"/></p>	<p>Country: <input type="text"/></p>	<p>Zip Code: <input type="text"/></p>	
<p>8. Site Contact Person</p>	<p>First Name: <input type="text"/></p>	<p>MI: <input type="text"/></p>	<p>Last: <input type="text"/></p>	
	<p>Title: <input type="text"/></p>			
	<p>Street or P.O. Box: <input type="text"/></p>			
	<p>City, Town or Village: <input type="text"/></p>			
	<p>State: <input type="text"/></p>	<p>Country: <input type="text"/></p>	<p>Zip Code: <input type="text"/></p>	
	<p>Email: <input type="text"/></p>			
	<p>Phone: <input type="text"/></p>	<p>Ext.: <input type="text"/></p>	<p>Fax: <input type="text"/></p>	
<p>9. Legal Owner and Operator of the Site</p>	<p>A. Name of Site's Legal Owner: <input type="text"/></p>		<p>Date Became Owner: <input type="text"/></p>	
	<p>Owner Type: Private County District Federal Tribal Municipal State Other</p>			
	<p>Street or P.O. Box: <input type="text"/></p>			
	<p>City, Town, or Village: <input type="text"/></p>		<p>Phone: <input type="text"/></p>	
	<p>State: <input type="text"/></p>	<p>Country: <input type="text"/></p>	<p>Zip Code: <input type="text"/></p>	
	<p>B. Name of Site's Operator: <input type="text"/></p>		<p>Date Became Operator: <input type="text"/></p>	
	<p>Operator Type: Private County District Federal Tribal Municipal State Other</p>			

10. Type of Regulated Waste Activity (at your site)
 Mark "Yes" or "No" for all current activities (as of the date submitting the form); complete any additional boxes as instructed.

A. Hazardous Waste Activities; Complete all parts 1-7.

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Y N 1. Generator of Hazardous Waste
 If "Yes", mark only one of the following – a, b, or c.</p> <p>a. LQG: Generates, in any calendar month, 1,000 kg/mo (2,200 lbs./mo.) or more of hazardous waste; or Generates, in any calendar month, or accumulates at any time, more than 1 kg/mo (2.2 lbs./mo) of acute hazardous waste; or Generates, in any calendar month, or accumulates at any time, more than 100 kg/mo (220 lbs./mo) of acute hazardous spill cleanup material.</p> <p>b. SQG: 100 to 1,000 kg/mo (220 – 2,200 lbs./mo) of non-acute hazardous waste.</p> <p>c. CESQG: Less than 100 kg/mo (220 lbs./mo) of non-acute hazardous waste.</p> <p>If "Yes" above, indicate other generator activities.</p> <p>d. Short-Term Generator (generate from a short-term or one-time event and not from on-going processes). If "Yes", provide an explanation in the Comments section.</p> <p>e. United States Importer of Hazardous Waste</p> <p>f. Mixed Waste (hazardous and radioactive) Generator</p> | <p>Y N 2. Transporter of Hazardous Waste
 If "Yes", mark all that apply.</p> <p>a. Transporter</p> <p>b. Transfer Facility (at your site)</p> <p>Y N 3. Treater, Storer, or Disposer of Hazardous Waste Note: A hazardous waste permit is required for these activities.</p> <p>Y N 4. Recycler of Hazardous Waste</p> <p>Y N 5. Exempt Boiler and/or Industrial Furnace
 If "Yes", mark all that apply.</p> <p>a. Small Quantity On-site Burner Exemption</p> <p>b. Smelting, Melting, and Refining Furnace Exemption</p> <p>Y N 6. Underground Injection Control</p> <p>Y N 7. Receives Hazardous Waste from Off-site</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

B. Universal Waste Activities; Complete all parts 1-2.

- Y N **1. Large Quantity Handler of Universal Waste (you accumulate 5,000 kg or more) [refer to your State regulations to determine what is regulated]. Indicate types of universal waste managed at your site. If "Yes", mark all that apply.**
- a. Batteries
- b. Pesticides
- c. Mercury containing equipment
- d. Lamps
- e. Other (specify) _____
- f. Other (specify) _____
- g. Other (specify) _____
- Y N **2. Destination Facility for Universal Waste**
 Note: A hazardous waste permit may be required for this activity.

C. Used Oil Activities; Complete all parts 1-4.

- Y N **1. Used Oil Transporter**
 If "Yes", mark all that apply.
- a. Transporter
- b. Transfer Facility (at your site)
- Y N **2. Used Oil Processor and/or Re-refiner**
 If "Yes", mark all that apply.
- a. Processor
- b. Re-refiner
- Y N **3. Off-Specification Used Oil Burner**
- Y N **4. Used Oil Fuel Marketer**
 If "Yes", mark all that apply.
- a. Marketer Who Directs Shipment of Off-Specification Used Oil to Off-Specification Used Oil Burner
- b. Marketer Who First Claims the Used Oil Meets the Specifications

D. Eligible Academic Entities with Laboratories—Notification for opting into or withdrawing from managing laboratory hazardous wastes pursuant to 40 CFR Part 262 Subpart K

❖ You must check with your State to determine if you are eligible to manage laboratory hazardous wastes pursuant to 40 CFR Part 262 Subpart K

1. Opting into or currently operating under 40 CFR Part 262 Subpart K for the management of hazardous wastes in laboratories
See the item-by-item instructions for definitions of types of eligible academic entities. Mark all that apply:
 - a. College or University
 - b. Teaching Hospital that is owned by or has a formal written affiliation agreement with a college or university
 - c. Non-profit Institute that is owned by or has a formal written affiliation agreement with a college or university
2. Withdrawing from 40 CFR Part 262 Subpart K for the management of hazardous wastes in laboratories

11. Description of Hazardous Waste

A. Waste Codes for Federally Regulated Hazardous Wastes. Please list the waste codes of the Federal hazardous wastes handled at your site. List them in the order they are presented in the regulations (e.g., D001, D003, F007, U112). Use an additional page if more spaces are needed.

B. Waste Codes for State-Regulated (i.e., non-Federal) Hazardous Wastes. Please list the waste codes of the State-Regulated hazardous wastes handled at your site. List them in the order they are presented in the regulations. Use an additional page if more spaces are needed.

12. Notification of Hazardous Secondary Material (HSM) Activity

Y N Are you notifying under 40 CFR 260.42 that you will begin managing, are managing, or will stop managing hazardous secondary material under 40 CFR 261.2(a)(2)(ii), 40 CFR 261.4(a)(23), (24), or (25)?

If "Yes", you must fill out the Addendum to the Site Identification Form: Notification for Managing Hazardous Secondary Material.

13. Comments

14. Certification. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations. For the RCRA Hazardous Waste Part A Permit Application, all owner(s) and operator(s) must sign (see 40 CFR 270.10(b) and 270.11).

Signature of legal owner, operator, or an authorized representative	Name and Official Title (type or print)	Date Signed (mm/dd/yyyy)

ADDENDUM TO THE SITE IDENTIFICATION FORM: NOTIFICATION OF HAZARDOUS SECONDARY MATERIAL ACTIVITY



Before filling out this section:

- ❖ You must check with your State to determine if you are eligible to manage hazardous secondary material under 40 CFR 261.2(a)(2)(ii), 261.4(a)(23), (24), or (25). (See also <http://www.epa.gov/epawaste/hazard/dsw/statespf.htm>.)
- ❖ You must be managing hazardous secondary material, which is secondary material (e.g., spent material, by-product, or sludge) that when discarded, would be identified as hazardous waste under 40 CFR Part 261. Do not include any information regarding your hazardous wastes in this section.
- ❖ You must submit a completed Site Identification Form, including this Addendum, prior to operating under the exclusion(s) and by March 1 of each even-numbered year thereafter to your regulatory authority using the Site Identification Form as pursuant to 40 CFR 260.42. Persons who must satisfy this notification requirement can submit information at the same time as their Biennial Report (which is also due by March 1 of each even-numbered year).
- ❖ If you stop managing hazardous secondary material in accordance with the exclusions(s) and do not expect to manage any amount of hazardous secondary material under the exclusions(s) for at least one year, you must also submit a completed Site Identification Form, including this Addendum, within thirty (30) days pursuant to 40 CFR 260.42.

1. Indicate reason for notification. Include dates where requested.

Notifying that the facility will begin managing hazardous secondary material as of _____ (mm/dd/yyyy).

Re-notifying that the facility is still managing hazardous secondary material.

Notifying that the facility has stopped managing hazardous secondary material as of _____ (mm/dd/yyyy).

2. Description of hazardous secondary material (HSM) activity. Please list the appropriate codes and quantities in **short tons** to describe your hazardous secondary material activity ONLY (do not include any information regarding your hazardous wastes in this section). Use additional pages if more space is needed.

a. Facility code (answer using codes listed in the Code List section of the instructions)	b. Waste code(s) for hazardous secondary material (HSM)	c. Estimated short tons of HSM to be managed annually	d. Actual short tons of HSM that was managed during the most recent odd-numbered year	e. Land-based unit code (answer using codes listed in the Code List section of the instructions)

3. Facility has financial assurance pursuant to 40 CFR 261 Subpart H. (Financial assurance is required for reclaimers and intermediate facilities managing hazardous secondary material under 40 CFR 261.4(a)(24) and (25))

Y N Does this facility have financial assurance pursuant to 40 CFR 261 Subpart H?