GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES

Amendment 004 Request for Proposal (RFP)

DESIGN-BUILD SERVICES RANDALL/LANGDON PARK POOL AND POOL HOUSES (DCAM-16-CS-0133)

Issued: September 22, 2016

This Amendment Number 004 is being issued and hereby published in DGS website on September 22, 2016. Except as modified hereby, the Request for Proposal (RFP) DCAM-16-CS-0133 remains unmodified.

Item# 1: Exhibit A (RFP) of Amendment No. 001. Delete in their entirety: Section B.2.1.1 (3) Section B.2.3.1 (2) Section B.2.4.1 (3) Section D.4.2.1 (v) Section D.4.1.1 (ii) Section D.4.1.2 (ii)

Item# 2: Attachment G (Design Build Agreement):

Delete in their entirety:

Section 2.3.1 (5) Section 2.4.1 (10) Section 2.5.1 (10)

Replace with:

Prepare a presentation and provide a minimum of three (3) presentation boards for each community meeting and present/display onsite.

Item# 3: Attachment M: Letter Contract/NTP

Delete in its entirety: Attachment M

Replace with: Revised Attachment M (**Exhibit B**)

Item# 4: Attachment C: Form of Offer Letter

Delete in its entirety: Attachment C

Replace with: Revised Attachment C (**Exhibit C**)

Item# 5: Section A.9 Attachments

Delete in its entirety:

Replace with:

A.9 Attachments

Attachment A.1	- Scope of Work Specification (Randall Pool)
Attachment A.2	- Scope of Work Specification (Langdon Pool)
Attachment A.3	- Langdon Pool House HazMat Survey
Attachment A.4	- Randall Pool House HazMat Survey
Attachment B	- Form of Offer Letter
Attachment C	- Past Performance Evaluation Form
Attachment D	- Tax Affidavit
Attachment E	- Davis-Bacon Wage Rates
Attachment F	- Bid Bond Form
Attachment G	- Agreement for Design-Build Services
Attachment G1	- Standard Contract Provision
Attachment H	- Bidder-Offeror Certification Form
Attachment I	- Subcontracting Plan Form
Attachment J	- 2016 Living Wage Act Notice and Fact Sheet
Attachment K	- First Source Employment Agreement
Attachment L	- Bid Guarantee Certification
Attachment M	- Letter Contract/NTP

Item# 6: Amendment No. 003 Item# 1:

Delete in its entirety:

Replace with:

- Issue RFP
- Pre-proposal Conference
- Site Visit
- Last Day for Questions/Clarifications
- Proposals Submission Due
- Estimated Notice of Award

August 5, 2016 August 9, 2016 At 02:00 p.m. August 10, 2016 at 08:00 a.m. September 9, 2016 September 28, 2016 at 02:00 p.m. Fourth week of October 2016. Item# 7: Questions about the solicitation and Responses:

Please see Exhibit A:

James H. Marshall Jon

Supervisor, Construction

9/22/16

Date

- End of Amendment No. 004 -

Attachment A.3 Langdon Pool House - HazMat Survey

LIMITED HAZARDOUS MATERIALS SURVEY Asbestos, Lead-Based Paint, PCBs, & Mercury

Langdon Pool House Mills Ave & Hamlin St NE Washington, DC 20018



Prepared For:

Keystone Plus Construction 1925 Minnesota Avenue, SE Suite A Washington, DC 20020

Prepared By:

Soil and Land Use Technology, Inc. 1818 New York Avenue NE Suite 107 Washington, DC 20002 Job No.: 16-025

Report Issued: March 25, 2016

EXECUTIVE SUMMARY

Soil and Land Use Technology, Inc. (Salut) prepared a Limited Hazardous Materials Survey for asbestos, lead-based paint, mercury, and Polychlorinated Biphenyls (PCBs) at Langdon Pool House, located at the intersection of Mills Avenue and Hamlin Street, NE, in Washington, DC 20018. This survey was prepared prior to proposed building renovation or demolition. The Department of General Services (DGS) Asbestos Hazard Emergency Response Act Management Plan, consisting of floor plans, tested components, and National Voluntary Laboratory Accreditation Program (NVLAP) approved testing results, was referenced in this survey.

All accessible areas of the building were inspected to confirm suspect asbestoscontaining materials (ACMs), identify lead-based paint (LBP), PCBs, and mercurycontaining equipment. A portable Niton X-Ray Fluorescence detector (XRF) was used to perform the LBP survey. Manual visual identification was utilized to identify fluorescent light fixtures with PCB-containing light ballasts.

Asbestos Containing Materials

No asbestos containing materials were identified during the inspection.

Lead-Based Paint and Surfaces

Lead-based paint was present on the red railing within the chemical room. The surface was observed intact.

Polychlorinated Biphenyls (PCBs)

No PCB containing materials were identified during the site visit.

Mercury Switches and Fluorescent Tubes

No mercury switches were observed during the site visit. No labeling was present on the fluorescent tubes therefore the tubes are assumed to contain mercury and should be handled as such.

Chemical Storage

Plastic drums containing Amchlor (sodium hypochlorite solution) were observed during the site visit associated with the swimming pool water system. The drums were contained within secondary and were observed in good condition with no apparent leaks or staining.

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APPENDIX E: Lab Results
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1. INTRODUCTION

1.1 Building Description

The building consists of a single story brick structure associated with the Langdon Park Recreation center.

1.2 Inaccessible Areas

Every reasonable attempt was made to locate ACMs present as TSI, surfacing material, or other miscellaneous materials in all surveyed areas. Typical areas which were found to be inaccessible or where the survey is limited to visual observation only included: within walls and beneath floors of the building.

2. ASBESTOS

Based on the United States Environmental Protection Agency's (USEPA) definition, a material which contains greater than one percent (1%) asbestos as determined using the methods specified in Subpart E, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), is considered ACM, and must be handled according to OSHA and USEPA regulations if disturbed.

No asbestos containing materials were identified during the inspection.

ACM is categorized as either friable (capable of being crumbled, pulverized, or reduced to powder by hand pressure) or non-friable (incapable of reducing to powder by hand pressure). Friable ACM has a greater potential for the release of fibers to the atmosphere. If any additional friable material (that is tested and found to contain asbestos at that time) is uncovered in inaccessible areas above hard ceilings and behind walls and is to be disturbed, dislodged, or preclude access to the subsequent removal during renovation activities, it must be abated prior to the renovations.

Category I Non-Friable ACM

The various types of floor tiles and mastics are Category I Non-Friable ACM. Unless made regulated asbestos-containing material (RACM), these materials can be disposed of as non-hazardous materials. According to 40 CFR Part 61, these materials shall be removed if it has become friable or has a high possibility of becoming friable during renovation activities. These materials may become friable if crumbed, pulverized, or reduced to powder during renovation.

According to 40 CFR Part 61.141 Category I Non-Friable ACM may become regulated asbestos-containing material (RACM) if:

- The ACM becomes friable
- The ACM will be or has been subjected to sanding, grinding, cutting, or abrading
- The ACM has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation

Extra precautions should be taken to ensure that the ACM is not made RACM, during building renovation activities. During any renovation or demolition activities if ACM becomes RACM and the removal quantities are more than 160 square feet or 260 linear feet of material the building owner or the operator shall adhere to the regulations listed in 40 CFR 61.145 paragraphs (b) and (c).

Category II Non-Friable ACM

If the probability is low that these materials will not be crumbled, pulverized, reduced to powder, or become regulated asbestos containing materials (RACMs) during demolition, the materials do not need to be removed.

According to 40 CFR Part 61.141 Category II Non-Friable ACM may become RACM if:

- The ACM becomes friable
- The ACM has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations

Extra precautions shall be taken to ensure that the ACM is not made RACM, during building renovation activities. The insulation within the fire door is friable; therefore, the door should remain intact during all activities. Should the door become altered or damaged, the insulation should be treated as a friable ACM.

During any renovation or demolition activities if ACM becomes RACM and the removal quantities are more than 160 square feet or 260 linear feet of material the building owner or the operator shall adhere to the regulations listed in 40 CFR 61.145 paragraphs (b) and (c).

3. LEAD-BASED PAINT

Component types including door, door frames, windows, window frames, window sills, walls, ceilings, stairs, pipes, and other miscellaneous painted surfaces were screened for LBP. The testing for lead content in paints was performed using an X-Ray Fluorescence (XRF) Spectrum Analyzer. The XRF detects lead in the field by reading fluorescence emanating from a painted surface when exposed to small amounts of radiation. XRF readings are in milligrams per square centimeter (mg/cm²), a mass per area unit. LBP is defined as a pint containing more than 1.0 mg/cm² lead by U.S. Department of Housing and Urban Development (HUD).

The XRF sample results are provided in Appendix B.

During the XRF survey, the four sides of the building were denoted by the letters A, B, C, and D. Side A is the building entry door side. Sides B, C, and D are identified clockwise from Side A as one faces the building.

Side A = Front of the building, and the side of each interior room that is on the front side of the building. Side B = All walls located to the left of Side A of the building. Side C = Rear side of the building and the side of each interior room that is on the rear side of the building across from Side A. Side D = All walls located to the right of Side A.

Surfaces that are intact or in fair condition (as defined by HUD Guidelines) do not pose an immediate health risk, regardless of the lead content. However, these surfaces should be monitored and repaired as necessary. Lead-based paint in poor condition is a priority lead-hazard and should be promptly addressed using approved Lead Safe Work Practices.

Lead-based paint was present on the red railing within the chemical room (Photographs in Appendix F). The surface was observed intact.

Building renovation and/or demolition activities have the potential to produce hazardous wastes if lead-based paint is dry scraped, dry sanded, or heated. The hazardous waste criteria for lead wastes is established under the Federal Resource Conservation and Recovery Act (RCRA), Subtitle C, as 5.0 mg/L measured with the Toxicity Characteristic Leaching Procedure (TCLP) as listed in CFR 40 Part 261. A representative sample of demolition debris should be collected for purposes of TCLP testing to determine disposal options. The lead-based paint debris generated during demolition should be handled in accordance with all applicable federal, state and local regulations.

4. POLYCHLORINATED BIPHENYLS (PCBs)

Only visual confirmation was used to examine accessible light ballasts to determine if they were labeled regarding PCB content. All ballasts examined at the time of the inspection were labeled as "No PCBs." It is mandatory that all small capacitors and fluorescent light ballasts manufactured after July 1978 be labeled "No PCBs" by manufacturers. Any unlabeled capacitors and fluorescent light ballasts are assumed to contain PCBs. In accordance with 40 CFR Part 761.60, intact and non-leaking PCB-containing fluorescent light ballasts and capacitors may be disposed as municipal solid waste. However, the superfund law CERCLA prohibits the disposal of more than one pound of PCBs (12-16 or more ballasts) in a 24-hour period in a permitted sanitary landfill. Larger quantities or damaged, leaking unmarked light ballasts should be disposed of in accordance with 40 CFR Part 761.60.

A copy of DGS Protocol for handling and disposal of PCBs and Non-PCBs ballasts can be found in Appendix C.

5. MERCURY SWITCHES AND FLUORESCENT TUBES

Fluorescent tubes were not labeled; therefore, all are considered to contain mercury at a level exceeding the RCRA mercury threshold (0.2 mg/l or 0.2 ppm per 40 CFR 261.24, 264) for disposal as a hazardous waste. CERCLA prohibits the disposal of one pound or more of mercury in a 24-hour period.

The mercury-containing wastes are considered universal wastes and have to be stored, transported and disposed of in accordance with EPA regulations listed in 40 CFR Part 273.

A copy of DGS Protocol for handling and disposal of fluorescent lamps can be found in Appendix D.

6. LIMITATIONS

Information in the project documents relating to environmental/hazardous materials conditions although believed to be inclusive and accurate, was based on limited assessments and field sampling. Limiting conditions included limited destructive sampling and inaccessible areas such as between walls and floors of the structures, limited subsurface assessment of the property, and no assessment of air and water conditions either inside or outside of all structures. Reasonable efforts are made to extrapolate where possible such as where insulated pipe runs into and through a wall. Soil and Land Use Technology, Inc. reserves the right to revise any recommendations and conclusions, and does not guarantee or accept any liability that this survey encompasses all hazardous or regulated materials located within this building.

APPENDIX A SAMPLE LOCATION PLAN



APPENDIX B XRF READINGS

Positive readings are bolded and highlighted in red in the table below.

Component	Substrate	Side	Condition	Color	Room	Results	PbC
Calibration						Positive	
Calibration						Positive	
Calibration						Positive	
DOOR	METAL	В	FAIR	GREEN	EXTER IOR	Negative	DOOR
DOOR FRAME	METAL	В	FAIR	GREEN	EXTER IOR	Negative	DOOR FRAME
VENTS	METAL	В	FAIR	GREEN	EXTER IOR	Negative	VENTS
WINDOW FRAME	METAL	В	FAIR	BEIGE	EXTER IOR	Negative	WINDOW FRAME
ROOF TRIM	WOOD	В	FAIR	BEIGE	EXTER IOR	Negative	ROOF TRIM
FENCE	METAL	В	FAIR	BLACK	EXTER IOR	Negative	FENCE
					MANA GER OFFIC		
WALL	CONCRETE	A	FAIR	BEIGE	E MANA GER OFFIC	Negative	WALL
WALL	CONCRETE	C	FAIR	BEIGE	MANA GER OFFIC E	Negative	WALL
WALL	CONCRETE	D	FAIR	BEIGE	MANA GER OFFIC E	Negative	WALL
DOOR	METAI		FAIR	RED	MANA GER OFFIC F	Negative	DOOR
DOOR FRAME	METAL	D	FAIR	RED	MANA GER	Negative	DOOR FRAME

					OFFIC		
					E		
					MANA		
					GER		
					OFFIC		
DOOR	METAL	D	FAIR	GREEN	E	Negative	DOOR
					MANA		
					GER		
					OFFIC		DOOR
DOOR FRAME	METAL	D	FAIR	GREEN	E	Negative	FRAME
					WOM		
WALL	CONCRETE	А	FAIR	RED	ENS	Negative	WALL
					WOM		
WALL	CONCRETE	В	FAIR	BEIGE	ENS	Negative	WALL
					WOM	-	
WALL	CONCRETE	С	FAIR	BEIGE	ENS	Negative	WALL
					WOM	Ŭ	
WALL	CONCRETE	D	FAIR	BEIGE	ENS	Negative	WALL
					WOM		
STALLS	WOOD	D	FAIR	RED	ENS	Negative	STALLS
					WOM		
BEAMS	WOOD	А	FAIR	BEIGE	ENS	Negative	BEAMS
					WOM	U	
CEILING	WOOD	А	FAIR	BEIGE	ENS	Negative	CEILING
CEILING	WOOD	Α	FAIR	BEIGE	MENS	Negative	CEILING
BEAMS	WOOD	А	FAIR	BEIGE	MENS	Negative	BEAMS
WALL	CONCRETE	А	FAIR	BEIGE	MENS	Negative	WALL
WALL	CONCRETE	В	FAIR	BEIGE	MENS	Negative	WALL
WALL	CONCRETE	С	FAIR	BEIGE	MENS	Negative	WALL
WALL	CONCRETE	D	FAIR	BEIGE	MENS	Negative	WALL
DOOR	METAL	D	FAIR	RED	MENS	Negative	DOOR
					_	-0	DOOR
DOOR FRAME	METAL	D	FAIR	RED	MENS	Negative	FRAME
LOCKERS	METAL	D	FAIR	RED	MENS	Negative	LOCKERS
TOILET	PORCELIN	D	FAIR	WHITE	MENS	Negative	TOILET
URINAL	PORCELIN	D	FAIR	WHITE	MENS	Negative	URINAL
	1 OnoLLint				CHEM	Hegative	
FLOOR	CONCRETE	Α	FAIR	RED	ICAI	Negative	FLOOR
12001	CONTONELLE			1120		Hegative	12001
RAILING	ΜΕΤΑΙ	Δ	FAIR	RED		Positive	RAILING
					CHEM		
DOOR	ΜΕΤΑΙ	C	FAIR	GREEN	ICAI	Negative	DOOR
				GREEN	CHEM		DOOR
DOOR FRAME	METAI	C	FAIR	GRFFN		Negative	FRAME
Calibration				GREEN		Positivo	
Calibration						POSITIVE	

Soil and Land Use Technology, Inc. Langdon Pool House Washington, DC

Calibration			Positive	
Calibration			Positive	

APPENDIX C HANDLING AND DISPOSAL OF PCBs AND NON-PCBs BALLASTS

HANDLING AND DISPOSAL of PCB & NON PCB BALLAST

BACKGROUND:

In 1978 however, the United States Environmental Protection Agency (EPA) banned the use of PCBs or Polychlorinated bi-phenyls, as they were found to pose a health risk to humans. Mineral oils and powdered materials replaced PCBs in lamp and ballast and capacitors manufactured after 1978 and these items generally bear a label reading "No PCBs".

For handling these ballasts and capacitors, follow the handling and disposal procedures outlined below.

HANDLING PROCEDURES:

For removal of 'non leaking' PCB capacitors from fluorescent lamp ballasts. Contractor/contractor's employee(s) will wear the following safety equipment:

- 1. Gloves made of chemical resistant neoprene coated, butyl rubber, or leather.
- 2. Safety glasses with side shields or full face shield.
- 3. Safety toed shoes or boots.

STEP 1:

Once removed from the fixture, the Toxic Substance Control Act (TSCA) requires that PCB ballasts be stored in approved DOT drums. The drums should be stored inside the building. Outside storage is permitted if they are on an impervious surface, the drum lids are secured, and they are protected against weather and vandalism.

<u>STEP 2</u>:

Separate ballast by type (PCB, non PCB) and visually check for leaks, and place into drums.

NOTE: Leaking PCB ballasts must be double bagged and placed in a drum containing at least 3 inches of vermiculite.

<u>STEP 3</u>:

Properly label drums PCB or Non PCB. Secure drum lid.

All protective equipment that comes into contact with any material leaking from a capacitor will be placed in proper containers for disposal. The contractor/contractor's employee shall wash his/her hands with soap and water when beginning a work shift, before a break, and upon completion of the work shift. No tobacco materials, food, or beverages will be permitted while working with lamp ballasts.

It is the employee's responsibility to ensure that these handling and disposal procedures are fully carried out. The proper use of the prescribed safety equipment will protect the employee from the potential dangers of contamination from PCBs.

* Schedule for pick-up, manifest, transport, and disposal according to:

EPA/Federal Register: 40 CFR Parts 9 and 761 March 18, 1996 (Volume 61, Number 53) Rules and Regulations [Page 11095-11109] [OPPTS-66009B; FRL-5354-8] RIN 2070-AC01

APPENDIX D HANDLING AND DISPOSAL OF FLUORESCENT LAMPS

HANDLING AND DISPOSAL of FLUORESCENT LAMPS

Background:

All fluorescent lamps contain elemental mercury. Mercury and mercury contaminated materials vaporize at room temperature. Mercury vapor is extremely toxic. At room temperature mercury vaporizes readily into an invisible, odorless, and tasteless poison.

HANDLING PROCEDURES:

For handling unbroken fluorescent lamps for packaging, the contractor will wear the following safety equipment.

- 1. Gloves made of leather, or equivalent.
- 2. Safety glasses with side shields or full face shield.
- 3. Safety toed shoes or boots.

<u>STEP 1</u>:

Place lamps into new or used lamp boxes (the original egg crate material does not have to be placed back into the boxes) and tape the ends shut.

*Broken or crushed lamps should be packaged in an approved container, (55 gallon drum). Label Hazardous Waste & Mark w/date.

*Badly damaged boxes, wet boxes, etc. will not be accepted for transport.

*Boxes must be kept in a secure, dry area.

*Palletize lamp boxes to a maximum height of 6 feet.

*Secure boxes to pallet with shrink wrap or stretch film.

All pallets need to be labeled as **Used Mercury Lamps** or **Universal Waste Mercury Lamps**.

* Schedule for pick-up, manifest, transport, and disposal according to:

EPA/Federal Regulations, Title 40 of the Code of Federal Regulations (CFR) Parts 238-282. Contractor will also adhere to all local and state jurisdiction rule, regulations, policies, and guidelines that could be more stringent.

<u>STEP 2</u>:

All contractor/contractor employees shall wash his/her hands with soap and water when beginning a work shift, before a break, and upon completion of the work shift. No tobacco materials, food, or beverages will be permitted while working with mercury lamps.

STEP 3:

It is the contractor/contractor's employees responsibility to ensure that these handling and disposal procedures are fully carried out. The proper use of the prescribed safety equipment will protect the employee from the potential dangers of contamination from mercury.

APPENDIX E LAB RESULTS

AMA Analytical Services, Inc.



A Specialized Environmental Laboratory

CERTIFICATE OF ANALYSIS



Page 1 of 2

Client:	SaLUT, Inc.	Job Name:	DGS ·	Chain Of Custody:	268612
Address:	1818 New York Avenue, NE, Suite 111	Job Location:	Langdon Pool/Mills Avenue NE	Date Analyzed:	3/23/2016
	Washington, DC 20002	Job Number:	14-011	Person Submitting:	Kenny Long
		P.O. Number:	Not Provided		

Attention: Andy Mcallister

Summary of Polarized Light Microscopy

AMA Sample Number	Client Sample #	Total Asbestos	Chrysotile Percent	Amosite Percent	Crocidolite Percent	Other Asbestos Percent	Mineral Wool Percent	Fiberglass Percent	Organic Percent	Synthetic Percent	Other Percent	Particulate Percent	Sample Type	Sample Color	Homogeneity	Analyst ID	Comments
16076112	14-011-KL-01	NAD										100	Floor Cov.	Multi	Homogeneous	SW	
16076113	14-011-KL-02	NAD										100	Floor Cov.	Multi	Homogeneous	SW	
16076114	14-011-KL-03	NAD			0.0.00							100	Floor Cov.	Multi	Homogeneous	sw	
16076115	14-011-KL-04	NAD		1)								100	CK	White	Homogeneous	SW	
16076116	14-011-KL-05	NAD				33 1			2 4 40			100	СК	White	Homogeneous	SW	
16076117	14-011-KL-06	NAD		-		-						100	СК	White	Homogeneous	SW	
16076118	14-011-KL-07	NAD										100	SSL	Black	Homogeneous	sw	
16076119	14-011-KL-08	NAD										100	SSL	Black	Homogeneous	SW	
16076120	14-011-KL-09	NAD										100	SSL	Black	Homogeneous	SW	
16076121	14-011-KL-10	NAD		1)				10				90	Tar	Black	Homogeneous	SW	
16076122	14-011-KL-11	NAD						10				90	Tar	Black	Homogeneous	SW	
16076123	14-011-KL-12	NAD			100			10				90	Tar	Black	Homogeneous	SW	
16076124	14-011-KL-13	NAD						20				80	RS	Multi	Homogeneous	SW	
16076125	14-011-KL-14	NAD						20			-	80	RS	Multi	Homogeneous	SW	
16076126	14-011-KL-15	NAD						20				80	RS	Multi	Homogeneous	SW	

This report applies only to the sample, or samples, investigated and is not necessarily indicative of the quality or condition of apparently identical or similar products. As a mutual protection to clients, the public, and these Laboratories, this report is submitted and accepted for the exclusive use of the client to whom it is addressed and upon the condition that it is not to be used, in whole or in part, in any advertising or publicity matter without prior written authorization from us. Sample types, locations, and collection protocols are based upon the information provided by the persons submitting them and, unless collected by personnel of these Laboratories, we expressly disclaim any knowledge and liability for the accuracy and completeness of this information. Residual sample material will be discarded in accordance with the appropriate regulatory guidelines, unless otherwise requested by the client. NVLAP accreditation applies only to polarized light microscopy of bulk samples and transmission electron microscopy of AHERA air samples. This report must not be used to claim, and does not imply product certification, approval, or endorsement by NY ELAP,AIHA, NVLAP, NIST, or any agency of the US Federal Government. All rights reserved. AMA Analytical Services, Inc.

NVLAP (101143-0) Accredited Laboratory

AMA Analytical Services, Inc.



A Specialized Environmental Laboratory

CERTIFICATE OF ANALYSIS



Page 2 of 2

Client:	SaLUT, Inc.	Job Name:	DGS	Chain Of Custody:	268612
Address:	1818 New York Avenue, NE, Suite 111	Job Location:	Langdon Pool/Mills Avenue NE	Date Analyzed:	3/23/2016
	Washington, DC 20002	Job Number:	14-011	Person Submitting:	Kenny Long
		P.O. Number:	Not Provided		
Attention:	Andy Mcallister				
		Summary	of Polarized Light Microscopy		

AMA Sample Client Total Chrysotile Amosite Crocidolite Other Mineral Fiberglass Organic Synthetic Other Particulate Sample Sample Homogeneity Analyst Comments Number Sample # Asbestos Percent Percent Percent Percent Percent Percent Percent Asbestos Wool Percent Type Color ID Percent Percent

The following footnotes only apply to those samples which the total asbestos result is flagged with a note number.

- 1 TEM RECOMMENDATION Please note, due to resolution limitations with optical microscopy and/or interference from matrix components of this sample, results which are reported via PLM as negative or trace (<1%) for asbestos may contain a significant quantity of asbestos. It is recommended that the additional analytical technique of TEM be used to check for asbestos fibers below the resolution limits of optical microscopy.
- 2 MATRIX REDUCTION RECOMMENDATION Please note, due to interference from the matrix components of this sample, results which are reported via PLM as negative or trace (<1%) for asbestos may contain a significant quantity of asbestos which is obscured from view. It is recommended that the additional preparation technique of gravimetric reduction be performed on this sample to minimize the obscuring effects of matrix components, followed by reanalysis by PLM and/or TEM.</p>

Analysis Method - EPA/600/R-93/116 dated July 1993

NAD = "No Asbestos Detected" TR = "Trace equals less than 1% of this component"

Uncertainty: For samples containing asbestos in range of 1-10% the CV is 0.43, 11-35% CV=0.55, >35 CV=0.23

All results are to be considered preliminary and subject to change unless signed by the Technical Director or Deputy.

Technical Director

Peerawut Chaikeenee

Analyst(s) Surat Watson

This report applies only to the sample, or samples, investigated and is not necessarily indicative of the quality or condition of apparently identical or similar products. As a mutual protection to clients, the public, and these Laboratories, this report is submitted and accepted for the exclusive use of the client to whom it is addressed and upon the condition that it is not to be used, in whole or in part, in any advertising or publicity matter without prior written authorization from us. Sample types, locations, and collection protocols are based upon the information provided by the persons submitting them and, unless collected by personnel of these Laboratories, we expressly disclaim any knowledge and liability for the accuracy and completeness of this information. Residual sample material will be discarded in accordance with the appropriate regulatory guidelines, unless otherwise requested by the client. NVLAP accreditation applies only to polarized light microscopy of bulk samples and transmission electron microscopy of AHERA air samples. This report must not be used to claim, and does not imply product certification, approval, or endorsement by NY ELAP,AIHA, NVLAP, NIST, or any agency of the US Federal Government. All rights reserved. AMA Analytical Services, Inc.

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AMA Analytical Services, Inc. Focused on Results www.amalab.com AIHA-LAP (#100470) NVLAP (#101143-0) 4475 Forbes Blvd. • Lanham, MD 20706 (301) 459-2640 • (800) 346-0961 • Fax (301)	NY ELAP (10920)) 459-2643	CHAIN OF CU	J STODY	(Please Refer To This Number For Inquires)	268612
Mailing/Billing Information;		Submittal Infor	mation: C		
1. Client Name: Dastar Price		1. Job Name:	DOS	Partolla	1
2. Address 1:		2. Job Location	: Langdon	100 Mills Ave	nue NE
3. Address 2:		3. Job #: <u>/ 6</u>	7-011 Ma	P.O. #:	
4. Address 5:	#	4. Contact Perso	on: Hade IT Ce	Cell:	
3. Phone #: Pa	ax #:		: Reacy Loc	Cell:	71/0. 4 / 4 / 693
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AEROSOL MONITORING & ANALYSIS, INC.

This is to certify that **KENNETH LONG**

6322 WALTON AVE SUITLAND, MD 20746

has met the attendance requirements and successfully completed

the course entitled

1-DAY LEAD INSPECTOR REFRESHER

This Training Meets the Certification Requirements for DC, MD & VA



APPENDIX F PHOTOS



Lead-based paint railing and chemical storage within secondary containments



Non-PCB Containing ballast
Attachment A.4 Randall Pool House - HazMat Survey

LIMITED HAZARDOUS MATERIALS SURVEY Asbestos, Lead-Based Paint, PCBs, & Mercury

Randall Pool House 25 I Street SW Washington, DC 20024



Prepared For:

Keystone Plus Construction 1925 Minnesota Avenue, SE Suite A Washington, DC 20020

Prepared By:

Soil and Land Use Technology, Inc. 1818 New York Avenue NE Suite 107 Washington, DC 20002 Job No.: 16-025

Report Issued: March 25, 2016

EXECUTIVE SUMMARY

Soil and Land Use Technology, Inc. (Salut) prepared a Limited Hazardous Materials Survey for asbestos, lead-based paint, mercury, and Polychlorinated Biphenyls (PCBs) at Randall Pool House, 25 I Street, SW, Washington, DC 20024. This survey was prepared prior to proposed building renovation or demolition. The Department of General Services (DGS) Asbestos Hazard Emergency Response Act Management Plan, consisting of floor plans, tested components, and National Voluntary Laboratory Accreditation Program (NVLAP) approved testing results, was referenced in this survey.

All accessible areas of the building were inspected to confirm suspect asbestoscontaining materials (ACMs), identify lead-based paint (LBP), PCBs, and mercurycontaining equipment. A portable Niton X-Ray Fluorescence detector (XRF) was used to perform the LBP survey. Manual visual identification was utilized to identify fluorescent light fixtures with PCB-containing light ballasts.

Asbestos Containing Materials

Lab results confirmed that asbestos was present as gray caulking present throughout the facility bordering the floor at the wall conjunction and is considered non-friable. No additional material was found to contain asbestos.

Lead-Based Paint and Surfaces

Lead-based paint was present on the beige wood beams supporting the roof structure, white wall tile present in the boy's restroom, and the white porcelain toilets found in the boy's restroom. All surfaces were observed intact.

Polychlorinated Biphenyls (PCBs)

No PCB containing materials were identified during the site visit.

Mercury Switches and Fluorescent Tubes

No mercury switches were observed during the site visit. No labeling was present on the fluorescent tubes therefore the tubes are assumed to contain mercury and should be handled as such.

Chemical Storage

Plastic drums containing Amchlor (sodium hypochlorite solution were observed during the site visit associated with the swimming pool water system. The drums were contained within secondary and were observed in good condition with no apparent leaks or staining.

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APPENDICES

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APPENDIX B: XRF Readings
APPENDIX C: Handling and Disposal of PCBs and Non-PCBs Ballasts
APPENDIX D: Handling and Disposal of Fluorescent Lamps
APPENDIX E: Lab Results
APPENDIX F: Photographs

1. INTRODUCTION

1.1 Building Description

The building consists of a single story brick structure associated with the Randall Recreation center.

1.2 Inaccessible Areas

Every reasonable attempt was made to locate ACMs present as TSI, surfacing material, or other miscellaneous materials in all surveyed areas. Typical areas which were found to be inaccessible or where the survey is limited to visual observation only included: within walls and beneath floors of the building.

2. ASBESTOS

Based on the United States Environmental Protection Agency's (USEPA) definition, a material which contains greater than one percent (1%) asbestos as determined using the methods specified in Subpart E, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), is considered ACM, and must be handled according to OSHA and USEPA regulations if disturbed.

Lab results confirmed that asbestos was present as gray caulking present throughout the facility bordering the floor at the wall conjunction and is considered non-friable. No additional material was found to contain asbestos.

ACM is categorized as either friable (capable of being crumbled, pulverized, or reduced to powder by hand pressure) or non-friable (incapable of reducing to powder by hand pressure). Friable ACM has a greater potential for the release of fibers to the atmosphere. If any additional friable material (that is tested and found to contain asbestos at that time) is uncovered in inaccessible areas above hard ceilings and behind walls and is to be disturbed, dislodged, or preclude access to the subsequent removal during renovation activities, it must be abated prior to the renovations.

All homogenous materials identified as containing asbestos are summarized in Table 4-1 located in Appendix A.

Category I Non-Friable ACM

The various types of floor tiles and mastics are Category I Non-Friable ACM. Unless made regulated asbestos-containing material (RACM), these materials can be disposed of as non-hazardous materials. According to 40 CFR Part 61, these materials shall be removed if it has become friable or has a high possibility of becoming friable during renovation activities. These materials may become friable if crumbed, pulverized, or reduced to powder during renovation.

According to 40 CFR Part 61.141 Category I Non-Friable ACM may become regulated asbestos-containing material (RACM) if:

- ✤ The ACM becomes friable
- The ACM will be or has been subjected to sanding, grinding, cutting, or abrading
- The ACM has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation

Extra precautions should be taken to ensure that the ACM is not made RACM, during building renovation activities. During any renovation or demolition activities if ACM becomes RACM and the removal quantities are more than 160 square feet or 260 linear

feet of material the building owner or the operator shall adhere to the regulations listed in 40 CFR 61.145 paragraphs (b) and (c).

Category II Non-Friable ACM

If the probability is low that these materials will not be crumbled, pulverized, reduced to powder, or become regulated asbestos containing materials (RACMs) during demolition, the materials do not need to be removed.

According to 40 CFR Part 61.141 Category II Non-Friable ACM may become RACM if:

- The ACM becomes friable
- The ACM has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations

Extra precautions shall be taken to ensure that the ACM is not made RACM, during building renovation activities. The insulation within the fire door is friable; therefore, the door should remain intact during all activities. Should the door become altered or damaged, the insulation should be treated as a friable ACM.

During any renovation or demolition activities if ACM becomes RACM and the removal quantities are more than 160 square feet or 260 linear feet of material the building owner or the operator shall adhere to the regulations listed in 40 CFR 61.145 paragraphs (b) and (c).

3. LEAD-BASED PAINT

Component types including door, door frames, windows, window frames, window sills, walls, ceilings, stairs, pipes, and other miscellaneous painted surfaces were screened for LBP. The testing for lead content in paints was performed using an X-Ray Fluorescence (XRF) Spectrum Analyzer. The XRF detects lead in the field by reading fluorescence emanating from a painted surface when exposed to small amounts of radiation. XRF readings are in milligrams per square centimeter (mg/cm²), a mass per area unit. LBP is defined as a pint containing more than 1.0 mg/cm² lead by U.S. Department of Housing and Urban Development (HUD).

The XRF sample results are provided in Appendix B.

During the XRF survey, the four sides of the building were denoted by the letters A, B, C, and D. Side A is the building entry door side. Sides B, C, and D are identified clockwise from Side A as one faces the building.

Side A = Front of the building, and the side of each interior room that is on the front side of the building. Side B = All walls located to the left of Side A of the building. Side C = Rear side of the building and the side of each interior room that is on the rear side of the building across from Side A. Side D = All walls located to the right of Side A.

Surfaces that are intact or in fair condition (as defined by HUD Guidelines) do not pose an immediate health risk, regardless of the lead content. However, these surfaces should be monitored and repaired as necessary. Lead-based paint in poor condition is a priority lead-hazard and should be promptly addressed using approved Lead Safe Work Practices.

Lead-based paint was present on the beige wood beams supporting the roof structure, white wall tile present in the boy's restroom, and the white porcelain toilets found in the boy's restroom (photos in Appendix F). All surfaces were observed intact.

Building renovation and/or demolition activities have the potential to produce hazardous wastes if lead-based paint is dry scraped, dry sanded, or heated. The hazardous waste criteria for lead wastes is established under the Federal Resource Conservation and Recovery Act (RCRA), Subtitle C, as 5.0 mg/L measured with the Toxicity Characteristic Leaching Procedure (TCLP) as listed in CFR 40 Part 261. A representative sample of demolition debris should be collected for purposes of TCLP testing to determine disposal options. The lead-based paint debris generated during demolition should be handled in accordance with all applicable federal, state and local regulations.

4. POLYCHLORINATED BIPHENYLS (PCBs)

Only visual confirmation was used to examine accessible light ballasts to determine if they were labeled regarding PCB content. All ballasts examined at the time of the inspection were labeled as "No PCBs." It is mandatory that all small capacitors and fluorescent light ballasts manufactured after July 1978 be labeled "No PCBs" by manufacturers. Any unlabeled capacitors and fluorescent light ballasts are assumed to contain PCBs. In accordance with 40 CFR Part 761.60, intact and non-leaking PCB-containing fluorescent light ballasts and capacitors may be disposed as municipal solid waste. However, the superfund law CERCLA prohibits the disposal of more than one pound of PCBs (12-16 or more ballasts) in a 24-hour period in a permitted sanitary landfill. Larger quantities or damaged, leaking unmarked light ballasts should be disposed of in accordance with 40 CFR Part 761.60.

A copy of DGS Protocol for handling and disposal of PCBs and Non-PCBs ballasts can be found in Appendix C.

5. MERCURY SWITCHES AND FLUORESCENT TUBES

Fluorescent tubes were not labeled; therefore, all are considered to contain mercury at a level exceeding the RCRA mercury threshold (0.2 mg/l or 0.2 ppm per 40 CFR 261.24, 264) for disposal as a hazardous waste. CERCLA prohibits the disposal of one pound or more of mercury in a 24-hour period.

The mercury-containing wastes are considered universal wastes and have to be stored, transported and disposed of in accordance with EPA regulations listed in 40 CFR Part 273.

A copy of DGS Protocol for handling and disposal of fluorescent lamps can be found in Appendix D.

6. LIMITATIONS

Information in the project documents relating to environmental/hazardous materials conditions although believed to be inclusive and accurate, was based on limited assessments and field sampling. Limiting conditions included limited destructive sampling and inaccessible areas such as between walls and floors of the structures, limited subsurface assessment of the property, and no assessment of air and water conditions either inside or outside of all structures. Reasonable efforts are made to extrapolate where possible such as where insulated pipe runs into and through a wall. Soil and Land Use Technology reserves the right to revise any recommendations and conclusions, and does not guarantee or accept any liability that this survey encompasses all hazardous or regulated materials located within this building.

APPENDIX A SAMPLE LOCATION PLAN AND ACM TABLE



MATERIAL DESCRIPTION	SAMPLE LOCATION	% ASBESTOS AND TYPE	Friable?	ESTIMATED QUANTITY
Floor Caulk	Throughout building	2% Chrysotile	No	600LF

APPENDIX B XRF READINGS

Positive readings are bolded and highlighted in red in the table below.

Component	Substrate	Side	Condition	Color	Floor	Room	Results	PbC
CALIBRATION							Positive	1.1
CALIBRATION							Positive	1.1
CALIBRATION							Positive	1.3
WALL	CONCRETE	А	FAIR	BEIGE	FIRST	INTERIOR	Negative	0
								-
WALL	CONCRETE	В	FAIR	BEIGE	FIRST	INTERIOR	Negative	0.27
WALL	CONCRETE	С	FAIR	BEIGE	FIRST	INTERIOR	Negative	0.01
WALL	CONCRETE	D	FAIR	BEIGE	FIRST	INTERIOR	Negative	0
FLOOR	CONCRETE	А	CRACKED	RED	FIRST	INTERIOR	Negative	0
BEAMS	WOOD	Α	FAIR	BEIGE	FIRST	INTERIOR	Positive	1.7
BEAMS	WOOD	Α	FAIR	BEIGE	FIRST	INTERIOR	Positive	1.8
DOOR	WOOD	В	FAIR	PINK	FIRST	INTERIOR	Negative	0
DOOR								
FRAME	METAL	В	FAIR	PINK	FIRST	INTERIOR	Negative	0
DOOR								
FRAME	METAL	D	FAIR	PINK	FIRST	GIRLS	Negative	0.06
DOOR	WOOD	D	FAIR	PINK	FIRST	GIRLS	Negative	0.01
WALL	CONCRETE	А	FAIR	BEIGE	FIRST	GIRLS	Negative	0
WALL	CONCRETE	В	FAIR	BEIGE	FIRST	GIRLS	Negative	0
WALL	CONCRETE	С	FAIR	BEIGE	FIRST	GIRLS	Negative	0
WALL	CONCRETE	D	FAIR	BEIGE	FIRST	GIRLS	Negative	0
BEAM	METAL	А	FAIR	BROWN	FIRST	GIRLS	Negative	0
BEAM	METAL	А	FAIR	BROWN	FIRST	GIRLS	Negative	0
STALLS	WOOD	А	FAIR	RED	FIRST	GIRLS	Negative	0
STALLS	WOOD	А	FAIR	RED	FIRST	GIRLS	Negative	0
SINK	PORCELIN	А	FAIR	WHITE	FIRST	GIRLS	Negative	0.01
TOILET	PORCELIN	А	FAIR	WHITE	FIRST	GIRLS	Negative	0.4
FLOOR	CERAMIC	А	FAIR	BEIGE	FIRST	GIRLS	Negative	0.03
BEAMS	WOOD	Α	FAIR	BEIGE	FIRST	GIRLS	Positive	1.9
BEAMS	WOOD	В	FAIR	BEIGE	FIRST	BOYS	Negative	0.7
BEAMS	WOOD	В	FAIR	BEIGE	FIRST	BOYS	Positive	1.4
DOOR	WOOD	В	FAIR	PINK	FIRST	BOYS	Negative	0
DOOR								
FRAME	METAL	В	FAIR	PINK	FIRST	BOYS	Negative	0.18
DOOR	METAL	В	FAIR	PINK	FIRST	BOYS	Negative	0
WALL	CONCRETE	Α	FAIR	BEIGE	FIRST	BOYS	Negative	0
WALL	CONCRETE	В	FAIR	BEIGE	FIRST	BOYS	Negative	0
WALL	CONCRETE	С	FAIR	BEIGE	FIRST	BOYS	Negative	0
WALL	CONCRETE	D	FAIR	BEIGE	FIRST	BOYS	Negative	0

Soil and Land Use Technology, Inc. Randall Pool House Washington, DC

BEAMS	METAL	D	FAIR	BROWN	FIRST	BOYS	Negative	0
BEAMS	METAL	D	FAIR	BROWN	FIRST	BOYS	Negative	0
STALLS	WOOD	В	FAIR	BLACK	FIRST	BOYS	Negative	0
TOILET	PORCELIN	В	FAIR	WHITE	FIRST	BOYS	Positive	9.2
URINAL	PORCELIN	В	FAIR	WHITE	FIRST	BOYS	Negative	0.01
FLOOR	CERAMIC	В	FAIR	BEIGE	FIRST	BOYS	Negative	0.01
WALL	CERAMIC	В	FAIR	WHITE	FIRST	BOYS	Positive	3.6
DOOR	METAL	С	FAIR	GREEN	FIRST	EXTERIOR	Negative	0
GATE	METAL	С	FAIR	GREEN	FIRST	EXTERIOR	Negative	0
POOL	CONCRETE	С	FAIR	WHITE	FIRST	EXTERIOR	Negative	0
POOL OUTER								
PERAMETER	CONCRETE	D	FAIR	BLACK	FIRST	EXTERIOR	Negative	0.01
ROOF COVER	METAL	А	FAIR	BROWN	FIRST	EXTERIOR	Negative	0
CALIBRATION							Positive	1.1
CALIBRATION							Positive	1.1
CALIBRATION							Positive	1.1

APPENDIX C HANDLING AND DISPOSAL OF PCBs AND NON-PCBs BALLASTS

HANDLING AND DISPOSAL of PCB & NON PCB BALLAST

BACKGROUND:

In 1978 however, the United States Environmental Protection Agency (EPA) banned the use of PCBs or Polychlorinated bi-phenyls, as they were found to pose a health risk to humans. Mineral oils and powdered materials replaced PCBs in lamp and ballast and capacitors manufactured after 1978 and these items generally bear a label reading "No PCBs".

For handling these ballasts and capacitors, follow the handling and disposal procedures outlined below.

HANDLING PROCEDURES:

For removal of 'non leaking' PCB capacitors from fluorescent lamp ballasts. Contractor/contractor's employee(s) will wear the following safety equipment:

- 1. Gloves made of chemical resistant neoprene coated, butyl rubber, or leather.
- 2. Safety glasses with side shields or full face shield.
- 3. Safety toed shoes or boots.

STEP 1:

Once removed from the fixture, the Toxic Substance Control Act (TSCA) requires that PCB ballasts be stored in approved DOT drums. The drums should be stored inside the building. Outside storage is permitted if they are on an impervious surface, the drum lids are secured, and they are protected against weather and vandalism.

<u>STEP 2</u>:

Separate ballast by type (PCB, non PCB) and visually check for leaks, and place into drums.

NOTE: Leaking PCB ballasts must be double bagged and placed in a drum containing at least 3 inches of vermiculite.

<u>STEP 3</u>:

Properly label drums PCB or Non PCB. Secure drum lid.

All protective equipment that comes into contact with any material leaking from a capacitor will be placed in proper containers for disposal. The contractor/contractor's employee shall wash his/her hands with soap and water when beginning a work shift, before a break, and upon completion of the work shift. No tobacco materials, food, or beverages will be permitted while working with lamp ballasts.

It is the employee's responsibility to ensure that these handling and disposal procedures are fully carried out. The proper use of the prescribed safety equipment will protect the employee from the potential dangers of contamination from PCBs.

* Schedule for pick-up, manifest, transport, and disposal according to:

EPA/Federal Register: 40 CFR Parts 9 and 761 March 18, 1996 (Volume 61, Number 53) Rules and Regulations [Page 11095-11109] [OPPTS-66009B; FRL-5354-8] RIN 2070-AC01

APPENDIX D HANDLING AND DISPOSAL OF FLUORESCENT LAMPS

HANDLING AND DISPOSAL of FLUORESCENT LAMPS

Background:

All fluorescent lamps contain elemental mercury. Mercury and mercury contaminated materials vaporize at room temperature. Mercury vapor is extremely toxic. At room temperature mercury vaporizes readily into an invisible, odorless, and tasteless poison.

HANDLING PROCEDURES:

For handling unbroken fluorescent lamps for packaging, the contractor will wear the following safety equipment.

- 1. Gloves made of leather, or equivalent.
- 2. Safety glasses with side shields or full face shield.
- 3. Safety toed shoes or boots.

<u>STEP 1</u>:

Place lamps into new or used lamp boxes (the original egg crate material does not have to be placed back into the boxes) and tape the ends shut.

*Broken or crushed lamps should be packaged in an approved container, (55 gallon drum). Label Hazardous Waste & Mark w/date.

*Badly damaged boxes, wet boxes, etc. will not be accepted for transport.

*Boxes must be kept in a secure, dry area.

*Palletize lamp boxes to a maximum height of 6 feet.

*Secure boxes to pallet with shrink wrap or stretch film.

All pallets need to be labeled as **Used Mercury Lamps** or **Universal Waste Mercury Lamps**.

* Schedule for pick-up, manifest, transport, and disposal according to:

EPA/Federal Regulations, Title 40 of the Code of Federal Regulations (CFR) Parts 238-282. Contractor will also adhere to all local and state jurisdiction rule, regulations, policies, and guidelines that could be more stringent.

<u>STEP 2</u>:

All contractor/contractor employees shall wash his/her hands with soap and water when beginning a work shift, before a break, and upon completion of the work shift. No tobacco materials, food, or beverages will be permitted while working with mercury lamps.

STEP 3:

It is the contractor/contractor's employees responsibility to ensure that these handling and disposal procedures are fully carried out. The proper use of the prescribed safety equipment will protect the employee from the potential dangers of contamination from mercury.

APPENDIX E LAB RESULTS

AMA Analytical Services, Inc.



A Specialized Environmental Laboratory

CERTIFICATE OF ANALYSIS



Client:	SaLUT, Inc.	Job Name:	DGS	Chain Of Custody:	268610
Address:	1818 New York Avenue, NE, Suite 111	Job Location:	Randall Pool/25 I Street SW	Date Analyzed:	3/23/2016
	Washington, DC 20002	Job Number:	14-011	Person Submitting:	Kenny Long
		P.O. Number:	Not Provided		

Page 1 of 3

Attention: Andy Mcallister

Summary of Polarized Light Microscopy

AMA Sample Number	Client Sample #	Total Asbestos	Chrysotile Percent	Amosite Percent	Crocidolite Percent	Other Asbestos Percent	Mineral Wool Percent	Fiberglass Percent	Organic Percent	Synthetic Percent	Other Percent	Particulate Percent	Sample Type	Sample Color	Homogeneity	Analyst ID	Comments
													-				
16076091	14-011-KL-01	2	2								3	95	CK	Gray	Homogeneous	PC	
16076092	14-011-KL-02	2	2				-				3	95	СК	Gray	Homogeneous	PC	
16076093	14-011-KL-03	2	2		-						3	95	СК	Gray	Homogeneous	PC	
16076094	14-011-KL-04	NAD	1.777			1 777 33	1.000.00	200		1		100	FT	Red	Homogeneous	PC	
16076095	14-011-KL-05	NAD								()		100	FT	Red	Homogeneous	PC	
16076096	14-011-KL-06	NAD						2. 				100	FT	Red	Homogeneous	PC	
16076097	14-011-KL-07	NAD						-				100	MS	Black	Homogeneous	PC	
16076098	14-011-KL-08	NAD										100	MS	Black	Homogeneous	PC	
16076099	14-011-KL-09	NAD					0	0	TR	1		100	MS	Black	Homogeneous	PC	
16076100	14-011-KL-10	NAD	3 -3						TR			100	Grout	Gray	Homogeneous	PC	
16076101	14-011-KL-11	NAD					2 1		TR			100	Grout	Gray	Homogeneous	PC	
16076102	14-011-KL-12	NAD	3 44 8						TR			100	Grout	Gray	Homogeneous	PC	
16076103	14-011-KL-13	NAD							-		5	95	SLT	Black	Homogeneous	PC	
16076104	14-011-KL-14	NAD								1270	5	95	SLT	Black	Homogeneous	PC	
16076105	14-011-KL-15	NAD	·								5	95	SLT	Black	Homogeneous	PC	

This report applies only to the sample, or samples, investigated and is not necessarily indicative of the quality or condition of apparently identical or similar products. As a mutual protection to clients, the public, and these Laboratories, this report is submitted and accepted for the exclusive use of the client to whom it is addressed and upon the condition that it is not to be used, in whole or in part, in any advertising or publicity matter without prior written authorization from us. Sample types, locations, and collection protocols are based upon the information provided by the persons submitting them and, unless collected by personnel of these Laboratories, we expressly disclaim any knowledge and liability for the accuracy and completeness of this information. Residual sample material will be discarded in accordance with the appropriate regulatory guidelines, unless otherwise requested by the client. NVLAP accreditation applies only to polarized light microscopy of bulk samples and transmission electron microscopy of AHERA air samples. This report must not be used to claim, and does not imply product certification, approval, or endorsement by NY ELAP,AIHA, NVLAP, NIST, or any agency of the US Federal Government. All rights reserved. AMA Analytical Services, Inc.

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A Specialized Environmental Laboratory

CERTIFICATE OF ANALYSIS



Page 2 of 3

Client:	SaLUT, Inc.	Job Name:	DGS	Chain Of Custody:	268610
Address:	1818 New York Avenue, NE, Suite 111	Job Location:	Randall Pool/25 I Street SW	Date Analyzed:	3/23/2016
	Washington, DC 20002	Job Number:	14-011	Person Submitting:	Kenny Long
		P.O. Number:	Not Provided		

Attention: Andy Mcallister

Summary of Polarized Light Microscopy

AMA Sample Number	e Client Sample #	Total Asbestos	Chrysotile Percent	Amosite Percent	Crocidolite Percent	Other Asbestos Percent	Mineral Wool Percent	Fiberglass Percent	Organic Percent	Synthetic Percent	Other Percent	Particulate Percent	Sample Type	Sample Color	Homogeneity	Analyst ID	Comments
16076106	14-011-KL-16	NAD					2 -				2	98	FLS	White	Homogeneous	LB	
16076107	14-011-KL-17	NAD						(-)			2	98	FLS	White	Homogeneous	LB	
16076108	14-011-KL-18	NAD									2	98	FLS	White	Homogeneous	LB	
16076109	14-011-KL-19	NAD	22	122					152	TR	27	100	Tar	Black	Homogeneous	LB	
16076110	14-011-KL-20	NAD										100	Tar	Black	Homogeneous	LB	
16076111	14-011-KL-21	NAD										100	Tar	Black	Homogeneous	LB	

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Comments

Client:	SaLUT, Inc.	Job Name:	DGS	Chain Of Custody:	268610	
Address:	1818 New York Avenue, NE, Suite 111	Job Location:	Randall Pool/25 I Street SW	Date Analyzed:	3/23/2016	
	Washington, DC 20002	Job Number:	14-011	Person Submitting:	Kenny Long	
		P.O. Number:	Not Provided			
Attention:	Andy Mcallister					Page 3 of 3
		Summary	of Polarized Light Microscop	У		
AMA Sample Number	Client Total Chrysotile Amosite Cu Sample# Asbestos Percent Percent	rocidolite Other Mine Percent Asbestos Woo Percent Perc	ral Fiberglass Organic Synthetic Other Parti D Percent Percent Percent Percent Per ent	culate Sample Sample Hon cent Type Color	10geneity Analyst ID	Comme

The following footnotes only apply to those samples which the total asbestos result is flagged with a note number.

- 1 TEM RECOMMENDATION - Please note, due to resolution limitations with optical microscopy and/or interference from matrix components of this sample, results which are reported via PLM as negative or trace (<1%) for asbestos may contain a significant quantity of asbestos. It is recommended that the additional analytical technique of TEM be used to check for asbestos fibers below the resolution limits of optical microscopy.
- 2 MATRIX REDUCTION RECOMMENDATION - Please note, due to interference from the matrix components of this sample, results which are reported via PLM as negative or trace (<1%) for asbestos may contain a significant quantity of asbestos which is obscured from view. It is recommended that the additional preparation technique of gravimetric reduction be performed on this sample to minimize the obscuring effects of matrix components, followed by reanalysis by PLM and/or TEM.

Analysis Method - EPA/600/R-93/116 dated July 1993

NAD = "No Asbestos Detected" TR = "Trace equals less than 1% of this component"

Uncertainty: For samples containing asbestos in range of 1-10% the CV is 0.43, 11-35% CV=0.55, >35 CV=0.23

All results are to be considered preliminary and subject to change unless signed by the Technical Director or Deputy.

Technical Director

Peerawut Chaikeenee

Analyst(s)

L. Butruk / P. Chaikeenee

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AMA Analytical Services, Inc. Focused on Results www.amalab.com AIHA-LAP (#100470) NVLAP (#101143-0) I 4475 Forbes Blvd. • Lanham, MD 20706 (301) 459-2640 • (800) 346-0961 • Fax (301)	NY ELAP (109 459-2643	²⁰⁾ CF	IAI	NO)F	CI	US	TC)I	DY			(Pl Nu	ease Refe mber For	r To This Inquires)	268610
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TOR A 15-0595 CERTIFICATE # October 13, 2015	PRESENTED BY Cardno ATC October 13, 2015	COURSE DIRECTOR CLAYTON E. MILLER October 13, 2016		

AEROSOL MONITORING & ANALYSIS, INC.

This is to certify that **KENNETH LONG**

6322 WALTON AVE SUITLAND, MD 20746

has met the attendance requirements and successfully completed

the course entitled

1-DAY LEAD INSPECTOR REFRESHER

This Training Meets the Certification Requirements for DC, MD & VA



APPENDIX F PHOTOS



Lead-based paint and surfaces



Non-PCB containing ballasts



Chemical Storage within secondary containments

Exhibit A

Amendment No. 004 Exhibit A DCAM-16-CS-0133

#	Question	Respond
1	Is there and existing Haz Mat Survey for Randall Pool and/or Langdon Pools? (B.11.2/B.11.3).	Yes– Please see amendment No. 004 Item# 5.
2	Will there be IT/Telecom scope on this project? (B2.2.1.2)	To be determined during the preconstruction / design phase.
3	The limited scope of work might make achieving LEED Certification impossible, can you confirm the LEED ertification requirement? (B.2.2.1.4/B.2.2.1.5k/B.2.2.1.5/B.2.4.1.2)	To be determined during the preconstruction / design phase.
4	According to the DC Historic Districts 11 2014 map both of these pools do not appear to be in Historic Districts. Please confirm the HPO/HPRB requirements. (B2.1.1/B.2.3.1)	Please see amendment No. 004 Item# 1.
5	Regarding the referenced solicitation, Section D.4.2.1 of the RFP (page 28) states: "At a minimum, the proposal should identify (iv) the landscape architect; and (v) the parking & transportation consultant." There does not appear to be any scope of work identified in Attachments A1 and A2 which would require the services of either a landscape architect or a parking & transportation consultant. Could you please clarify?	Please see amendment No. 004 Item# 1.
6	answer 37 on Amendment 2 is confusing, can you please clarify	Please see Amendment No. 001, Exhibit A, Section B.1 (Scope of Work).
7	Are we supposed to bid a combined price for both of these? I thought they would be awarded separately and not necessarily to the same party? Each scope is different and the pricing we have received is separate for each facility. Can you please clarify?	Please see amendment No. 004 Item# 4.
8	The budget provided of \$1,050,000 is not sufficient to cover the scope of the project. Should bidders price their costs based on a \$1,050,000 budget, or should bidders assume that the project scope will be fully funded and base their design costs on a full scope? If bidders price based on an all-in budget of \$1,050,000 and the actual cost of the scope is much higher, will bidders be given a fee increase?	Please see Amendment No. 001 , Exhibit A , Section B.1 (Scope of Work) and Attachment A1 and A1.
9	A.2 – Compensation says "design costs shall be reimbursable subject to a cap equal to the Design-Build Fee bid by the Offeror." Please confirm that we are not to submit a Design Fee.	Please see Amendment No. 004 Item#4.
Amendment No. 004 Exhibit A

DCAM-16-CS-0133

10	Section B.2.2.1 – mentions LEED Certification and DC	Please see amendment No. 004
	Historic Preservation – please notify us if these will be	Item# 1.
	required	
11	Section D 4.1 Past Performance – asks us to discuss	Please see amendment No. 004
	adaptive reuse and renovations of historic buildings as part	ltem# 1
	of our past experience.	
12	Page 7 of the proposed subcontract agreement mentions	Please see amendment No. 004
	the need for the Designer to provide 3-D renderings and	Item# 2.
	presentation boards – is this a requirement for this	
	contract?	
13	Is the bid date for the Randall Langdon Design Build still to	Please see Amendment No. 3.
10	be the 16th?	Item#1
14	Section B 3 3.2 of the contract discusses a comprehensive	Please see Section B.3.3.2 of
±.	OC and CA plan that will be required. This has not been a	Amendment No. 001 Exhibit A
	previous requirement on this size D-B projects. Can you	
	please provide an example of this or remove this	
	requirement?	
15	The contract states that temporary power must be brought	Please see Amendment No. 001
10	in by the D-Builder please clarify if we can use power	Exhibit A Section B 1 (Scope of
	onsite?	Work).
16	The Offer Letter asks for the cost of a site trailer and site	Please see Amendment No. 001
10	office for the Program Manager, etc. Can you please	Exhibit A. Section B.1 (Scope of
	clarify what the requirement is for a site office during	Work)
	construction (i.e. $-$ do we need to provide a trailer	worky.
	computers etc for use by the PM)?	
17	Contract section 2.5 mentions the requirement of	Please see amendment No. 004
	presentation boards and 3-D renderings for the Design –	Item# 2.
	can you please clarify if this is a requirement because it	
	impacts the Design Fee requested?	
18	Page 2 of the letter contract has a list of deliverables, can	Please see amendment No. 004
	you please clarify if these deliverables will actually be	Item# 3.
	required. If so, they will greatly impact the design	
	fee. Specifically: Phase 1 Archeology Survey. Historical	
	Resources Survey, Hazmat Survey, Record of Accepted	
	LEED strategies, and EISF survey.	
19	Please clarify the answer to question 37 of Amendment 2 –	Please see Amendment No. 001,
	is the answer 'no' – Superintendent Costs will be	Exhibit A, Section B.1 (Scope of
	reimbursable based on the GC schedule submitted? Or	Work).
	should Superintendent costs by included in the GMP with	
	Construction Costs?	
20	Can you please reissue the bid form to allow Offerors to	Please see amendment No. 004
	price each pool separately instead of having combined	Item# 4.
	costs for both projects together?	

Exhibit B

GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES







Contracts & Procurement Division

[], 2016

By Electronic Mail

[______ ______ ______

Reference: RFP for Design-Build Services – Randall/Langdon Park Pool and Pool Houses [(CONTRACT NO.)]

Subject: Notice to Proceed & Letter Contract

Dear [_____]:

We refer to the proposal submitted by [CONTRACTOR] (the "Design-Builder") in response to the above referenced solicitation for the work at Randall/Langdon Park Pool and Pool Houses (the "Project"). This Letter Contract will serve as a notice to proceed for the work described herein (the "Work") upon acknowledgement and execution by [CONTRACTOR]. This notice to proceed is subject to the following terms:

1. Letter Contract. This Letter Contract between the Design-Builder and the District of Columbia government, acting by and through its Department of General Services ("DGS" or the "Department", and collectively with the Design-Builder, the "Parties") along with the Standard Contract Provisions attached hereto as Exhibit A (the "Standard Provisions") and the Agreement for Design-Build Services issued with the Request for Proposals (the "Design-Build Agreement", and collectively with the Letter Contract and the Standard Provisions, the "Governing Documents") shall govern our relationship until such time as a final contract is entered into for described in referenced the work the above solicitation (the "Definitized Contract"); provided, however, that to the extent there is ambiguity or inconsistency among the terms of the Governing Documents, then the prevailing terms shall be in the following order of precedence: the Standard Provisions, the Design-Build Agreement, then the Letter Contract.

Once the Design-Build Agreement is executed by the Design-Builder and the Department, this Letter Contract shall automatically merge into the Design-Build Agreement.

2. <u>Scope of Work.</u> The Design-Builder is hereby authorized to proceed with the design and preconstruction services for the Project as contemplated in the Request for Proposals and the Design-Builder Agreement. The Design-Builder shall provide such design and preconstruction services as are required to properly advance the Project. In addition to other design and preconstruction services required to advance the Project, the Design-Builder shall conduct cost estimates and constructability reviews as the design progresses to identify any potential issues that may cause cost or schedule issues that conflict with the Department's requirements for the Project.

The Design-Builder shall also solicit bids based on the approved design development documents as is further described in paragraph 5 of this Letter Contract. The Design-Builder shall engage in any value engineering and scoping exercises in an effort to allow the Project to be completed within the most recent budget reported by the Department for the Project. The Design-Builder is not authorized to proceed with the ordering of any long-lead items or early site activities unless and until the Department issues an amendment to this Letter Contract authorizing the Design-Builder to do so.

3. <u>Deliverables.</u> In connection with the services provided pursuant to this Letter Contract, the Design-Builder shall provide, at a minimum, the following deliverables to the Department's Program Manager and in the referenced instances to the Contracting Officer as well:

- a. Concept design submission no later than [_____] business days from date of execution of this Letter Contract. Such submission shall include, at a minimum, the following:
 - i. Submission of progress plans for building and site at each phase of development
 - ii. Updated property survey (topography and boundary survey), including notations of utilities and all other easements
 - iii. Results of Hazardous Materials Survey and analysis update
 - iv. Flow Test Results
 - v. Record of Accepted Value Engineering Strategies
 - vi. Traffic and parking survey and zoning analysis
 - vii. Results of Geotechnical Investigations
 - viii. Summary of Required Agency Review, Timetables, including but not limited to: Office of Planning ("OP") and Commission of Fine Arts ("CFA")
 - ix. Architectural Concept Development for New Construction Design
 - a. Development of a site plan
 - b. Building floor plan
 - c. Preliminary cost estimates
 - d. Project schedule
- b. Schematic design submission no later than [_____] business days from date of the Department's approval of the concept design submission. The schematic

design submission shall include three (3) hard-copy sets, and one (1) electronic copy in PDF, of Schematic Design Documents, Preliminary Specifications, Schematic cost estimate to the Project Manager for review and approval (30% plan review). Such submission shall include, at a minimum, the following:

- i. Digital site and floor plans (including adjacencies and room locations);
- ii. Preliminary building elevations and sections;
- iii. Plan-to-Program Comparison;
- iv. Preliminary LEED Scorecard;
- v. Design Narrative;
- vi. Updated Cost Estimate; and
- vii. Updated Project schedule.
- c. Design development submission no later than [_____] business days from date of the Department's approval of the schematic design submission. The design development submission shall include three (3) hard-copy sets, and one (1) electronic copy in PDF of Design Development Documents including Detailed Specifications, Cost Estimate and schedule to the District staff for review and approval (60% plan review). Such submission shall include, at a minimum, the following:
 - i. 35% (minimum progress) documents for all technical disciplines, drawings and specs.
 - ii. 50% design development progress printing.
 - iii. A reconciliation report that addresses issues raised by the Construction Manager as a result of the 50% progress printing.
 - iv. CFA submission materials; meetings and presentations to CFA as required.
 - v. Updated Cost Estimate and Schedule
 - vi. Updated LEED Scorecard
 - vii. Early release packages: (i) hazardous materials abatement package; and (ii) balance of Work package.
 - viii. Within ten (10) days of the conclusion of the Design Development Phase, the Architect shall cooperate with the Construction Manager to develop and execute a Statement of Constructability to be delivered to the Contracting Officer.
- d. A preliminary cost estimate based on the design development documents. The preliminary cost estimate shall be broken down in standard 16 division CSI format. The preliminary cost estimate shall be submitted no later than [_____].
- e. A preliminary schedule for the Project, including the preconstruction phase activities and the construction phase activities. This schedule shall be prepared in a CPM method and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the architect/engineer, DPR and the Design-Builder) to properly plan the Project, and shall show: (w) key design milestones and bid packages; (x) release dates for long lead items; (y) release dates for key subcontractors; and (z) substantial and final completion dates. The preliminary schedule must also be submitted in Primavera 6 native format or the latest version of

the software. The preliminary schedule shall be submitted no later than [_____] and updated by the Design-Builder, at a minimum, on a bi-weekly basis.

- f. The Design-Builder shall perform design reviews of the schematic design package, design development package and at various other intervals as set forth in the RFP and shall prepare and submit a memorandum that addresses the Project's budget, schedule and key constructability concerns based on the design development documents. Such memorandum shall also identify any long-lead items that could adversely affect the project schedule. Such memorandum shall be submitted to the Department no later than [______].
- g. The Design-Builder shall meet with the Program Manager on a periodic and ongoing basis, which shall be, at a minimum, on a weekly basis, and the Program Manager shall conduct "over-the-shoulder" design reviews prior to the completion of the permit documents. With regard to each of the "over-the-shoulder" design reviews, the Design-Builder shall be required to submit to the Department and its Program Manager a written memorandum that summarizes the Design-Builder's findings and recommendations with regard to the drawings for each discipline. Such memoranda shall be submitted to the Department no later than two (2) weeks after the permit documents are approximately 50% complete and progress print of such documents are issued by the Design-Builder.
- h. The Design-Builder shall provide to the Department for its review and approval a written submission on the proposed subcontractor bidding procedures for the Department's review and approval. Such procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. At least three (3) potential subcontractors shall be identified for each trade package. Such bid procedures shall be submitted no later than [_____]. This deliverable must be submitted by this date to the Contracting Officer as well.
- i. A bid tabulation of the trade bids solicited and copies of all trade bids. The bid tabulation shall include scope assessments and identify required leveling of the trade submitted. In addition, the bid tabulations shall include Local, Small, and Disadvantaged Business Enterprise ("LSDBE") and Workforce utilization information. Such bid tabulations shall be submitted to the Department's Program Manager no later than [_____].
- j. Based on the trade bids received, the Design-Builder shall prepare a written report of suggested value engineering strategies necessary to reconcile the costs of constructing the Project within the Project budget. Such report shall be submitted no later than one week after the submission of the bid tabulations. The Design-Builder shall meet with the Department's representatives to discuss any value engineering and changes in scope necessary to ensure that the Department's schedule and programmatic requirements are met and that the budget is not exceeded. The Design-Builder shall

work with the Department and the Project architect/engineer to implement and to price any approved value engineering strategies.

- k. A GMP Proposal for the Project, including all supporting documentation, no later than [_____]. This deliverable must be submitted by the date provided to the Contracting Officer as well.
- 1. Statement of constructability within ten (10) days of the conclusion of the Preconstruction or Design Phases, executed by both the Design-Builder and the Project architect/engineer.

In the event that the Design-Builder fails to timely submit any such deliverable, the Design-Builder shall pay to the Department as liquidated damages Five Thousand Dollars (\$5,000) plus Five Hundred Dollars (\$500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit each such deliverable. This remedy is cumulative and does not limit any other right or remedy of the Department under the contract or applicable District law.

4. <u>Basis of GMP; Failure to Agree on GMP.</u> The Department expects that the Design-Builder's proposed GMP will be based on competitive bids from trade subcontractors. Unless otherwise agreed to by the Program Manager in writing, the Design-Builder shall obtain at least three (3) trade bids for each trade package in excess of One Hundred Thousand Dollars (\$100,000). In the event the Design-Builder and the Department fail to agree on a GMP by the date set forth in the RFP, the Department may terminate this contract without further liability for unperformed work or services and the Design-Builder must turn over all designs and supporting documents.

5. <u>Not-to-Exceed Amount.</u> The limit of this authorization is [_____] Dollars (\$[____]) (the "Not-To-Exceed Amount"). The Not-To-Exceed Amount includes the Design-Builder's Preconstruction Fee in the amount of [_____] Dollars (\$[____]). The Parties acknowledge that the Preconstruction Fee is to be the Design-Builder's sole compensation for all preconstruction services performed under this Letter Contract and the Definitized Contract. It is understood that the Design-Builder shall not be due any additional compensation from the Department for such preconstruction services. In no event shall the Design-Builder be entitled to receive more than the Not-To-Exceed Amount under this Letter Contract unless authorized in advance and in writing by a duly authorized Contracting Officer.

6. <u>Insurance.</u> At all times while working under this Letter Contract, the Design-Builder shall maintain the following insurance: (i) comprehensive general liability policy having a policy limit of at least Five Million Dollars (\$5,000,000) and including completed operations coverage; (ii) workers compensation coverage at the statutory limit; (iii) automobile liability, including a hired and non-owned automobile liability policy, of at least One Million Dollars (\$1,000,000); and (iv) pollution liability insurance policy of at least Two Million Dollars (\$2,000,000). All such policies shall be endorsed to add the District of Columbia, including, but not limited to, its Department of General Services, and the respective agents, employees and

officers of each as additional insureds. The Design-Builder shall provide certificates evidencing such insurance prior to commencing any work pursuant to this Letter Contract.

7. <u>Construction Phase Compensation.</u> The Design-Builder understands and agrees that the Department makes no representation or warranty that the Design-Builder shall be entitled to serve as the builder for the Project. If, however, the Department and the Design-Builder agree upon a GMP and schedule for the Project, the Design-Builder agrees that it shall be paid a Design-Build Fee of [_____] Dollars (§[____]), and that the Maximum Cost of General Conditions shall be [____]Dollars (§[____]) based on the schedule and budget set forth in the RFP. The Design-Builder further agrees to enter into a design-build agreement that is substantially similar to the Form of Contract issued with the RFP, subject only to such adjustments as were requested by the Design-Builder in its bid and which are agreed to by the Department.

8. <u>Duration.</u> This Letter Contract shall become effective on the date it is accepted and countersigned by the Design-Builder and expire on the earlier to occur of the following: (i) the date the Definitized Contract becomes effective; or (ii) [_____]. DGS reserves the right to terminate this Letter Contract, in whole or specified part, for convenience in accordance with the Standard Provisions.

9. <u>Billing.</u> All invoices shall be submitted directly to the Department's Program Manager. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act.

10. <u>Purchase Order Number.</u> The Department will issue a purchase order number within five (5) business days of issuance of this Letter Contract and forward a copy of that number for your records. That number should be included in all future invoices and accounting records. In the event that you do not obtain a purchase order number within five (5) business days, please contact the Contract Specialist identified in the RFP to obtain this number.

11. <u>Ownership and Use of Documents.</u> All documents and work product prepared by the Design-Builder and its subcontractors or subconsultants related to the Project shall become the property of the Department. Without limiting the generality of the foregoing, the Design-Builder agrees that the Department shall be entitled to all such information and that the Department may use such documents as it sees fit (including, but not limited to, reprocuring a builder for this project) in the event the Department and the Design-Builder are unable to agree upon a GMP and schedule.

12. <u>Trade Work/Site Control.</u> Unless otherwise directed by the Department, the Design-Builder shall not perform any trade work or take control of the site. Any authorization to proceed with trade work will include appropriate provisions relating to bonds, insurance, and safety procedures. At a minimum, however, the Department's Standard Contract Provisions for Construction shall apply and in addition to the requirements set forth in any such subsequent authorization, prior to commencing any construction activity, the Design-Builder shall provide the Department's Contracting Officer with certificates evidencing insurance, a payment and

performance bond having a penal value equal to the then value of the Letter Contract and the Contractor's agreement of indemnity. In the event the Design-Builder fails to provide the Department with such certificates of insurance, the agreement for indemnity or bond, the Department may withhold any subsequent payment until such documents are provided.

13. <u>Indemnification</u>. To the fullest extent permitted by law, the Design-Builder shall defend, indemnify and hold harmless the Department and the Department's consultants and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from its performance of the Work.

14. <u>Entire Agreement; Modification.</u> This Letter Contract, along with the Standard Provisions and the Form Contract supersede all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to this Letter Contract shall be effective against the Department and unless made in writing signed by the Department. Notwithstanding the provisions of this Section 14, nothing herein shall limit the Department's ability to unilaterally modify this Letter Contract.

Assuming the foregoing terms are acceptable, please countersign below to indicate your acceptance. Should you have any questions, please feel free to contact me directly at (202) 727-2800.

Sincerely,

ACCEPT	FED & AGREED TO	
this	day of [] by
[CONTR	ACTOR]	

[____] Contracting Officer

Copy:

By:	
Name:	
Title:	

Exhibit A

Standard Contract Provisions

Exhibit C

Attachment B

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services 2000 14th Street, NW Washington, D.C. 20009

Att'n:	Greer Johnson Gillis, PE	
	Acting Director, Chief Contracting Officer	

Reference:Request for Proposals (RFP) – DCAM-16-CS-0133Design-Build Service for Randall/Langdon Park Pool and Pool Houses

Dear Ms. Grillis:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide design-build services for Design-Build Service for Randall/Langdon Park Pool and Pool Houses. The Offeror has reviewed the RFP and the attachments thereto, any amendments thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit the Offeror's Bid in response to the RFP. The Offeror's proposal, the Pre-construction Fee, Design Fee/Budget, Design-Build Fee (as defined respectively in paragraph A, B and C), and the Maximum Cost of General Conditions (as defined in paragraph E) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Pre-construction Fee, Design Budget/Fee, Design-Build Fee, and the Maximum Cost of General Conditions are referred to as the "Offeror's Bid.").

The Offeror's Bid is as follows:

Randall Pool House:

- A. Pre-Construction Fee
- B. Design Fee
- C. Design-Build Fee is:
- D. Cost of General Conditions **Sub-Total:**
- E. Contingency Percentage % **Total:**



Ms. Grillis [DATE] Page 2

Langdon Pool House:

A	A. Pre-Construction Fee	\$
E	3. Design Fee	۵
С г	. Design-Bulla Fee is:	Ф
L	Cost of General Conditions	۵
E	Sub-Total: 2. Contingency Percentage % Total:	\$ \$

The Offeror acknowledges and understands that the Preconstruction Fee and the Design-Build Fee will be fixed fees; design costs shall be reimbursable subject to a cap equal to the Design Fee bid by the Offeror, and the Cost of General Conditions, as defined in the Agreement for Design-Build Services, shall be reimbursable subject to a cap equal to the General Conditions Budget bid by the Offeror and other than as permitted in the Agreement for Design-Build Service (**Attachment G of RFP**) will not be subject to further adjustment.

The Offeror acknowledges and understands that the Maximum Cost of General Conditions will be incorporated into the contract and that the Offeror will not be permitted to exceed the Maximum Cost of General Conditions unless it first obtains the written approval of the Department.

F. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred and twenty (120) days after the date of the bid.

2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award. In the event the Offeror fails to do so, the Department shall have the right to levy upon the Offeror's bid bond.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid. In addition to any other remedies that the Department may have at law or in equity, the Department shall have the right to levy upon Bidder's Bid Bond in the event of a breach of this paragraph 3.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE <u>NOT</u> ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By:	
Name:	
Title:	