

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
UNLIMITED ENVIRONMENTAL, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of April, 2014 by and between the City of Bell, a charter city ("City") and Unlimited Environmental, Inc., a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties". (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

- A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.
- B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.
- C. Pursuant to the City of Bell's Municipal Code, City has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials,

officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$3,287, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed THIRTY TWO THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$32,875) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty, and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>W. Scott Lange</u> (Name)	<u>President</u> (Title)
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<u>Jill Dupleich</u> (Name)	<u>Vice President</u> (Title)
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It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of

City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

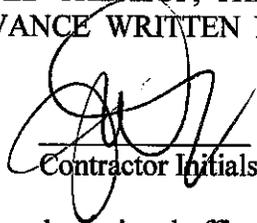
All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing ten (10) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]


Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement. (See Exhibit "B")

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more

than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of

uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of FIVE HUNDRED DOLLARS (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BELL, 6330 Pine Avenue, Bell, CA 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this

Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

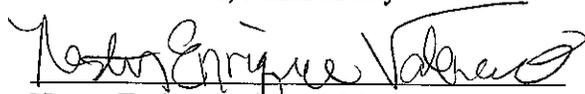
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

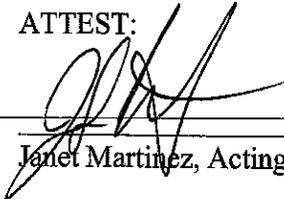
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

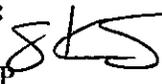
CITY OF BELL, a charter city

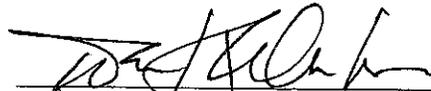

Nestor Enrique Valencia, Mayor
5/8/2014

ATTEST:


Janet Martinez, Acting City Clerk

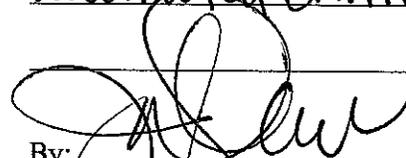
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP 


David J. Aleshire, City Attorney

CONTRACTOR:

Unlimited Environmental


By: _____
Name: Jill Dupleich
Title: Vice President


By: _____
Name: W. Scott Lange
Title: President

Address: 1390 32nd St
Signal Hill CA 90755

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services at the Bell Mobile Home Park and Florence Village Mobile Home Park:

- A. Inspect the units in the Bell Mobile Home Park and the Florence Village Mobile Home Park set forth in Section D below.
- B. Upon City approval, perform remediation of lead and asbestos products set forth in Section D below.
- C. Perform demolition, remove entire structure and foundations, including concrete and asphalt pads, backfill demolition area to match surrounding grades with clean uniform friable fill dirt with less than 10% aggregate (no rocks larger than 2 inch max dimension) compacted to 90%, cut-cap and provide 2"x2" redwood location stakes for utilities (after obtaining all necessary permits for demolition of structure); and haul away and disposal of all items outside of the City boundaries.
 1. The removal of the asbestos materials must be removed by a California licensed asbestos abatement contractor under specifications for abatement protocol from a California Certified Asbestos Consultant to comply with EPA, SCAQMD, and additional Cal/OSHA requirements.
 2. In compliance with Cal/OSHA requirements, all efforts shall be made to ensure that no lead paint material will come into contact with shrubs, grass, and dirt or walking surfaces in the area(s) that lead-containing paint is disturbed. Additionally, all workers that will be disturbing the reported Cal/OSHA regulated lead-containing paint(s) are required to have lead awareness training by an accredited instructor.
- D. Demolition services for units in the Bell Mobile Home Park and the Florence Village Mobile Home Park including remediation of all lead products, asbestos, and all other hazardous materials found in the structures will be serviced on the following units:
 1. Bell Mobile Home Park: Located at 4874 East Gage Avenue. Units 66, 79, 80, 82, 97, 134, 184, and the existing Public Restroom (masonry block structure); and
 2. Florence Village Mobile Home Park: Located at 5162 Florence Avenue, Unit 9.

The units are all mobile homes with exception of the Public Restroom at the Bell Mobile Home Park which is a concrete masonry block structure. An analysis of asbestos and Lead-Based Paint was completed by One Source Group. A full copy of the "Asbestos and Lead-Based Paint Sampling Report" is attached as Exhibit "A-1" and must be followed for all asbestos and Lead-Based Paint material removals.

Site maps of the Bell Mobile Home Park and Florence Village Home Park showing the units to be serviced are attached hereto as Exhibit "A-2".

- E. All services must be in compliance with all applicable laws including but not limited to the Mobilehome Parks Act and Mobilehome Residency Laws.

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

- A. Demolished, cleared and remediated site (i.e., area where mobile home units are located within Bell Mobile Home Park and Florence Village Mobile Home Park).
- B. Provide written plan for remediation of all lead or asbestos products in the area the demolition services are being performed.

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering monthly status reports.

IV. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor will utilize the following personnel to accomplish the Services:

- A.
- B.
- C.

EXHIBIT A-1

ASBESTOS AND LEAD-BASED PAINT SAMPLING REPORT

(On next page)

Asbestos and Lead-Based Paint Sampling Report

**Bell Mobile Home Park and Florence Village
4874 East Gage Avenue, Restroom Building, Units 66, 79, 80, 82, 97, 134, 184 and
5162 Florence Avenue, Units 9 and 128
Bell Gardens, California 90201**

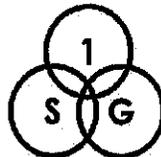
January 8, 2014

1-SG Project Number 010820144874

Submitted To:

**City of Bell
6330 Pine Ave.
Bell, California 90201**

Prepared By:



One Source Group
Environmental Consulting Services

**One Source Group, LLC.
P.O. Box 746
Lakewood, California 90714
Direct: 1.866.518.7658
Fax: 1.562.684.0717
Email: info@1-sg.com**



January 8, 2014

**City of Bell
6330 Pine Ave.
Bell, California 90201**

**RE: Asbestos and Lead-Based Paint Sampling Report
4874 East Gage Avenue, Restroom Building, Units 66, 79, 80, 82, 97, 134, 184 and
5162 Florence Avenue, Units 9 and 128
Bell Gardens, California 90201**

Introduction

One Source Group, LLC. (1-SG) conducted bulk sampling of suspect asbestos-containing materials and lead based paint at the properties referenced above. Sampling was conducted for demolition purposes and complies with the South Coast Air Quality District's (SCAQMD) requirements.

Mr. Todd Johnson, a State of California, Division of Occupational Safety and Health (DOSH) Certified Asbestos Consultant (CAC) #01-2976 and a California Department of Public Health (CDPH) Lead Based Paint Inspector/Assessor/Monitor (#12848), conducted the asbestos and lead-based paint chip sampling on January 3rd and 6th, 2014.

Methodologies

Samples collected for asbestos content were analyzed by EPA Method 600/R-93/116 per 40 CFR 763 using Polarized Light Microscopy (PLM). Analysis was conducted by LA Testing, Inc., a NVLAP/CA ELAP accredited laboratory located in Garden Grove, California.

Paint chip or other surface coating material samples collected for lead content were analyzed by EPA Method 3050B/7000B at LA Testing, Inc., a CA ELAP accredited laboratory.

Asbestos Sampling Protocol and Analytical Results

A minimum three (3) samples shall be collected for each homogeneous material. In accordance with EPA protocol, a material is considered to contain asbestos if results of any of the homogenous material samples indicate that asbestos is present. A material shall be considered non asbestos containing only if all samples collected of that material indicate no asbestos is detected.

Materials containing greater than one percent (>1%) asbestos as determined by Polarized Light Microscopy methodology are considered to be an asbestos-containing materials (ACM's) according to the Environmental Protection Agency (EPA). These materials are subject to regulatory provisions under 40 CFR 61.

Materials containing greater than one tenth of one percent (>0.1%) asbestos as determined by Polarized Light Microscopy methodology are considered to be an asbestos-containing construction materials (ACCM) according to California Occupational Safety and Health Administration (Cal-OSHA). These materials are subject to regulatory provisions under CCR Title 8, Section 1529.

1-SG collected a total of 87 bulk samples for asbestos content. The following table summarizes the building materials sampled that were found to contain asbestos based on the limitations of the methods:

SAMPLE #	MATERIAL	LOCATION/QUANTITY	RESULTS	CONDITION
A49-A51**	BROWN VINYL SHEETING W/MASTIC	4874, UNIT 80 / ~100S.F. ****	10% CH (TILE ONLY)	GOOD

Legend

CH – Chrysotile Asbestos

* - Drywall, joint compound and tape are considered one material due to the unknown areas that the joint compound/tape is on the drywall.

** - Sampling found first positive, therefore based on EPA protocol all homogenous material must be assumed as positive.

*** - Material contains asbestos and maybe regulated under Cal/OSHA guidelines as an ACCM. The material may be required to be removed by an asbestos licensed contractor however the material is not considered asbestos waste. The material should be TEM "Point Counted" to insure compliance with Cal/OSHA requirements or presumed as an ACCM.

**** = Quantities need to be verified by a contractor.

The following materials in the table below did not contain asbestos.

MATERIAL	LOCATION
ALL INTERIOR FLOOR TILE	4874, UNIT 66
ROOF TILE	4874, UNIT 66
PLASTER	4874, RESTROOM BUILDING
ALL INTERIOR FLOOR TILE/SHEETING	4874, UNIT 97
ALL INTERIOR FLOOR TILE/SHEETING	4874, UNIT 79
ALL INTERIOR FLOOR TILE/SHEETING	4874, UNIT 82
SPRAY-ON ACOUSTICAL CEILING	4874, UNIT 82, INTERIOR
DRYWALL	4874, UNIT 82, LIVING ROOM
12"X 12" VINYL FLOOR TILE AND MASTIC	4874, UNIT 80, KITCHEN, 1 ST AND 2 ND LAYERS ONLY
12"X 12" VINYL FLOOR TILE AND MASTIC	4874, UNIT 80, BATHROOM
ALL INTERIOR FLOOR TILE/SHEETING	4874, UNIT 134
ALL INTERIOR FLOOR TILE/SHEETING	4874, UNIT 184
ALL INTERIOR FLOOR TILE/SHEETING	5162, UNIT 9

MATERIAL	LOCATION
ALL INTERIOR FLOOR TILE/SHEETING	5162, UNIT 128
JOINT COMPOUND	5162, UNIT 128, KITCHEN

A copy of the asbestos PLM analytical results, Chain-of-Custody Form and Site Sampling Maps are included in Attachment A.

Lead Paint Chip Sampling Protocol and Analytical Results

Representative paint chip or other surface coating material samples shall be collected for lead content of each different building component type which have common substrates and paint, stain, varnish or shellac color.

The State of California, HUD, and the Environmental Protection Agency (EPA) define lead-based paint as a paint or other surface coating material containing greater than or equal to (≥) 5,000 parts per million (ppm). (*40 CFR Part 745*).

The State of California - Occupational Safety and Health Administration (Cal/OSHA) also requires that if LBP with a lead concentration at or above 600 ppm is to be disturbed, that the individuals performing the work have the proper lead training and wear personal protective equipment. All workers on the Site should have lead awareness training to ensure proper compliance with Cal/OSHA. Additionally, Cal/OSHA requires that initial employee exposure monitoring be conducted to evaluate work exposure during work that disturbs lead-containing material where lead is present in any detectable level. (*CCR Title 8, Section 1532.1*).

Paint Chip Samples: A total of 22 paint chip samples were collected from the referenced areas of the buildings. The samples were submitted under a Chain-of-Custody Form and submitted to Patriot Environmental Laboratories, a DOHS ELAP certified laboratory to be analyzed EPA Method SW846-3050B/7000B for total lead content.

According to the laboratory, the samples collected contained up to 3,700 ppm lead in paint and are greater than the 600 ppm lead in paint (0.06% by weight) regulated by Cal/OSHA per *CCR Title 8, Section 1532.1* and are not greater than the State of California and EPA/HUD action level of 5,000 ppm (0.5% by weight) lead in paint. The sample results are listed below:

Cal/OSHA Regulated

- 4874, Unit 66, Interior, Bedroom Door, Wood, White Beige Paint, 850 ppm.
- 4874, Unit 66, Interior, Bedroom Window Sill, Wood, White Beige Paint, 1,500 ppm.
- 4874, Restroom Building, Interior, Wall, Wood, White Beige Paint, 3,700 ppm.
- 4874, Unit 79, Interior, Door Casing, Wood, White Paint, 2,800 ppm.
- 4874, Unit 80, Exterior, Wall, Metal, Off-White Paint, 690 ppm.
- 4874, Unit 97, Interior, Walls, Wood, Blue Paint, 1,200 ppm.
- 4874, Unit 97, Interior, Doors, Wood, Blue Paint, 1,400 ppm.

The analytical results and Chain-of-Custody Form for the paint chip sampling and the Site Sampling Maps are included in Attachment A.

RECOMMENDATIONS

Asbestos

The above referenced building material identified as ACM in the referenced area is currently in good condition with a low potential for future damage. This material subsequently represents a low health risk. The removal of the ACM must be removed by a California licensed asbestos abatement contractor under specifications for abatement protocol from a California Certified Asbestos Consultant to comply with EPA, SCAQMD and additional Cal/OSHA requirements.

Lead-Based Paint

In compliance with Cal/OSHA requirements, 1-SG suggests that all efforts shall be made to ensure no lead paint material will come into contact with shrubs, grass and dirt or walking surfaces in the area(s) that lead-containing paint is disturbed. Additionally, all workers that will be disturbing the reported CAL/OSHA regulated lead-containing paint(s) are required to have lead awareness training by an accredited instructor.

This report should be maintained as a permanent maintenance record for this property.

Limitations

1-SG is committed to providing quality consulting services. However, asbestos survey and lead inspection work is not an exact science. The possibility of field and general conditions, beyond 1-SG's control, that affect our work or that present a concern for the safety of our employees, our consultants, tenant occupants and the public at the site, and insurance constraints, requires that we qualify the services we provide with the following limitations:

- Although reasonable effort was made to sample all accessible suspect materials which will be impacted during the demolition activities of the units, additional suspect materials could be located between walls, in voids, or in other concealed areas. Caution should be exercised regarding these areas. In the event that additional materials are found which have not been sampled, 1-SG recommends that work stops until those materials can be sampled for asbestos and/or lead content. The sampling of these additional materials for asbestos/lead is a regulatory requirement that must comply with all federal, State, regional and local regulations. 1-SG is not responsible for non-compliance with the final air clearances and or dust wipe sampling of the area(s) of concern for re-occupancy in the renovated/demolished area(s).
 - In addition, sampling and laboratory analysis constraints typically hinder the investigation. 1-SG does not warrant, guarantee or profess to have the ability to locate or identify all asbestos-containing materials in a structure.
 - Confined spaces, and areas determined by 1-SG's personnel as unsafe to access, are excluded from the scope of work.
 - 1-SG is not, and has no responsibility as, a generator, operator, treater, storer, transporter or disposer of hazardous materials or waste found or identified as a result of 1-SG's work.
 - 1-SG does not guarantee or warrant that the facility or workplace is safe; nor does 1-SG's involvement in this property relieve the Client, building owner/operator or tenant of any continuing responsibility of providing a safe facility or living space.
 - This report was based on those conditions observed on the day the field evaluation was accomplished. In the event that changes in the nature of the property have occurred, or additional relevant information about the property is subsequently discovered, the findings contained in this report may not be valid unless these changes and additional relevant information are reviewed and the conclusion of this report is modified and verified in writing.
-

If you have any questions concerning the information within this letter report, please contact the One Source Group at 866.518.7658. On behalf of 1-SG, I wish to thank you for choosing 1-SG and the opportunity to be of service.

Sincerely,

ONE SOURCE GROUP, LLC.

A handwritten signature in black ink, appearing to read "Todd A. Johnson", with a long horizontal flourish extending to the right.

Todd A. Johnson
Project Manager
California DOSH Certified Asbestos Consultant #01-2976
EPA/CDPH Lead Inspector/Assessor/Monitor #12848

Attachments:

Analytical Data
Chain of Custody's
Site Sampling Maps

Attachment A

Analytical Data / Chain of Custody's / Site Sampling Maps





LA Testing

11662 Knott Street Unit F5, Garden Grove, CA 92844
Phone/Fax (714) 828-4989 / (714) 828-4944
<http://www.LATesting.com> gardenorvlab@latesting.com

LA Testing Order: 331400200
CustomerID: 32ONES77
CustomerPO:
ProjectID:

Attn: Chuck Moore
One Source Group
P.O. Box 746
Lakewood, CA 90714

Phone: (866) 518-7658
Fax:
Received: 01/06/14 3:30 PM
Analysis Date: 1/7/2014
Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A1-Floor Tile 331400200-0001	12x12 VFTw Brown Mastic Unit 66 Kitchen	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A1-Mastic 331400200-0001A	12x12 VFTw Brown Mastic Unit 66 Kitchen	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A2-Floor Tile 331400200-0002	12x12 VFTw Brown Mastic Unit 66 Kitchen	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A2-Mastic 331400200-0002A	12x12 VFTw Brown Mastic Unit 66 Kitchen	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A3-Floor Tile 331400200-0003	12x12 VFTw Brown Mastic Unit 66 Kitchen	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A3-Mastic 331400200-0003A	12x12 VFTw Brown Mastic Unit 66 Kitchen	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A4-Flooring 331400200-0004	12x12 VFT Tan w Mastic Unit 66 Bathroom	Tan Fibrous Heterogeneous	10% Cellulose 5% Glass	85% Non-fibrous (other)	None Detected
A4-Mastic 331400200-0004A	12x12 VFT Tan w Mastic Unit 66 Bathroom	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)
Christopher Kim (42) Michael DeCavalas (57)
Christopher Miranda (39)

Michael DeCavalas
Michael DeCavalas, Laboratory Manager
or other approved signatory

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Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code: 101384-D, CA ELAP 1405

Initial report from 01/07/2014 11:19:44



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 11652 Knott Street Unit F6, Garden Grove, CA 92841
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LA Testing Order: 331400200
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Phone: (866) 518-7658
 Fax:
 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A5-Flooring 331400200-0005	12x12 VFT Tan w Mastic Unit 66 Bathroom	Tan Fibrous Heterogeneous	10% Cellulose 5% Glass	85% Non-fibrous (other)	None Detected
A5-Mastic 331400200-0005A	12x12 VFT Tan w Mastic Unit 66 Bathroom	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A6-Flooring 331400200-0006	12x12 VFT Tan w Mastic Unit 66 Bathroom	Tan Fibrous Heterogeneous	10% Cellulose 5% Glass	85% Non-fibrous (other)	None Detected
A6-Mastic 331400200-0006A	12x12 VFT Tan w Mastic Unit 66 Bathroom	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A7-Floor Tile 331400200-0007	12x12 VFT w Mastic (Brown) Unit 66 Front Bedrm	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A7-Mastic 331400200-0007A	12x12 VFT w Mastic (Brown) Unit 66 Front Bedrm	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A8-Floor Tile 331400200-0008	12x12 VFT w Mastic (Brown) Unit 66 Front Bedrm	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A8-Mastic 331400200-0008A	12x12 VFT w Mastic (Brown) Unit 66 Front Bedrm	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)
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 Christopher Miranda (39)

Michael I. DeCavalas
 Michael DeCavalas, Laboratory Manager
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 Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code 101384-D, CA ELAP 1408

Initial report from 01/07/2014 11:19:44



LA Testing

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LA Testing Order: 331400200
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ProjectID:

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Phone: (866) 518-7658
Fax:
Received: 01/06/14 3:30 PM
Analysis Date: 1/7/2014
Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A9-Floor Tile 331400200-0009	12x12 VFT w Mastic (Brown) Unit 66 Front Bedrm	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A9-Mastic 331400200-0009A	12x12 VFT w Mastic (Brown) Unit 66 Front Bedrm	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A10-Floor Tile 331400200-0010	12x12 VFT w Mastic (Tan) Unit 66 Living Room	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A10-Mastic 331400200-0010A	12x12 VFT w Mastic (Tan) Unit 66 Living Room	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A11-Floor Tile 331400200-0011	12x12 VFT w Mastic (Tan) Unit 66 Living Room	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A11-Mastic 331400200-0011A	12x12 VFT w Mastic (Tan) Unit 66 Living Room	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A12-Floor Tile 331400200-0012	12x12 VFT w Mastic (Tan) Unit 66 Living Room	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A12-Mastic 331400200-0012A	12x12 VFT w Mastic (Tan) Unit 66 Living Room	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analysis(s)

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Christopher Miranda (39)

Michael DeCavallas (57)

Michael DeCavallas, Laboratory Manager
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Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code: 101384-0, CA ELAP 1405

Initial report from 01/07/2014 11:19:44



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Phone: (866) 518-7658
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 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Cellulose	% Non-Fibrous	% Type
A13 331400200-0013	Roof Tile Unit 88 Roof	Gray Fibrous Homogeneous	15%	85% Non-fibrous (other)	None Detected
A14 331400200-0014	Roof Tile Unit 66 Roof	Gray Fibrous Homogeneous	15%	85% Non-fibrous (other)	None Detected
A15 331400200-0015	Roof Tile Unit 66 Roof	Gray Fibrous Homogeneous	15%	85% Non-fibrous (other)	None Detected
A16 331400200-0016	Plaster Restroom Bldg	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A17 331400200-0017	Plaster Restroom Bldg	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A18 331400200-0018	Plaster Restroom Bldg	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A19-Floor Tile 331400200-0019	12x12 VFT w Mastic Red Design Unit 97 Kitchen	Red Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A19-Mastic 331400200-0019A	12x12 VFT w Mastic Red Design Unit 97 Kitchen	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analysis(s)
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Michael DeCavallas
 Michael DeCavallas, Laboratory Manager
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Phone: (866) 519-7658
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 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A20-Floor Tile 331400200-0020	12x12 VFT w Mastic Red Design Unit 97 Hallway	Red Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A20-Mastic 331400200-0020A	12x12 VFT w Mastic Red Design Unit 97 Hallway	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A21-Floor Tile 331400200-0021	12x12 VFT w Mastic Red Design Unit 97 Liv Rm	Red Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A21-Mastic 331400200-0021A	12x12 VFT w Mastic Red Design Unit 97 Liv Rm	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A22-Floor Tile 331400200-0022	12x12 VFT w Mastic (Pink) 1st Unit 79 Kitchen	Pink Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A22-Mastic 331400200-0022A	12x12 VFT w Mastic (Pink) 1st Unit 79 Kitchen	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A23-Floor Tile 331400200-0023	12x12 VFT w Mastic (Pink) 1st Unit 79 Living Room	Pink Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A23-Mastic 331400200-0023A	12x12 VFT w Mastic (Pink) 1st Unit 79 Living Room	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analysis(s)
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 Christopher Miranda (39)

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 Michael DeCavallas, Laboratory Manager
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Initial report from 01/07/2014 11:19:44



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LA Testing Order: 331400200
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Attn: **Chuck Moore**
One Source Group
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Phone: (866) 518-7658
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 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A24-Floor Tile 331400200-0024	12x12 VFT w Mastic (Pink) 1st Unit 79 Hallway	Pink Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A24-Mastic 331400200-0024A	12x12 VFT w Mastic (Pink) 1st Unit 79 Hallway	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A25 331400200-0025	Brown VFS w Mastic 2nd Layer Unit 79 Kitchen	Brown/White Fibrous Heterogeneous	30% Synthetic	70% Non-fibrous (other)	None Detected
A26 331400200-0026	Brown VFS w Mastic 2nd Layer Unit 79 Hallway	Brown/White Fibrous Heterogeneous	30% Synthetic	70% Non-fibrous (other)	None Detected
A27 331400200-0027	Brown VFS w Mastic 2nd Layer Unit 79 Living Room	Brown/White Fibrous Heterogeneous	30% Synthetic	70% Non-fibrous (other)	None Detected
A28-Floor Tile 331400200-0028	12x12 VFT w Mastic (Tan) 1st Unit 79 Bathroom	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A28-Mastic/Backing 331400200-0028A	12x12 VFT w Mastic (Tan) 1st Unit 79 Bathroom	Cream Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected
A29-Floor Tile 331400200-0029	12x12 VFT w Mastic (Tan) 1st Unit 79 Bathroom	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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 Christopher Miranda (39)

Michael L. DeCavallas
 Michael DeCavallas, Laboratory Manager
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 Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code: 101384-0, CA ELAP 1406

Initial report from 01/07/2014 11:19:44



LA Testing
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 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4974 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Cellulose	% Non-Fibrous	% Type
A29-Mastic/Backing 331400200-0029A	12x12 VFT w Mastic (Tan) 1st Unit 79 Bathroom	Cream Fibrous Homogeneous	10%	90% Non-fibrous (other)	None Detected
A30-Floor Tie 331400200-0030	12x12 VFT w Mastic (Tan) 1st Unit 79 Bathroom	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A30-Mastic/Backing 331400200-0030A	12x12 VFT w Mastic (Tan) 1st Unit 79 Bathroom	Cream Non-Fibrous Homogeneous	10%	90% Non-fibrous (other)	None Detected
A31-Flooring 331400200-0031	12x12 VFT w Mastic 2nd Layer Unit 79 Bathroom	Brown/Gray Fibrous Heterogeneous	20%	80% Non-fibrous (other)	None Detected
A31-Mastic 331400200-0031A	12x12 VFT w Mastic 2nd Layer Unit 79 Bathroom	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A32-Flooring 331400200-0032	12x12 VFT w Mastic 2nd Layer Unit 79 Bathroom	Brown/Gray Fibrous Heterogeneous	20%	80% Non-fibrous (other)	None Detected
A32-Mastic 331400200-0032A	12x12 VFT w Mastic 2nd Layer Unit 79 Bathroom	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A33-Flooring 331400200-0033	12x12 VFT w Mastic 2nd Layer Unit 79 Bathroom	Brown Fibrous Heterogeneous	20%	80% Non-fibrous (other)	None Detected

Analyst(s)

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 Christopher Miranda (39)

Michael DeCavalas (57)

Michael DeCavalas
 Michael DeCavalas, Laboratory Manager
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 Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code 101384-0, CA ELAP 1406

Initial report from 01/07/2014 11:19:44



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Phone: (888) 518-7658
Fax:
Received: 01/06/14 3:30 PM
Analysis Date: 1/7/2014
Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A33-Mastic 331400200-0033A	12x12 VFT w Mastic 2nd Layer Unit 79 Bathroom	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A34-VFS 331400200-0034	Tan VFS w Mastic Unit 82 Kitchen	Gray/White Fibrous Heterogeneous	25% Cellulose 5% Glass	70% Non-fibrous (other)	None Detected
A34-Mastic 331400200-0034A	Tan VFS w Mastic Unit 82 Kitchen	Tan Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
A35-VFS 331400200-0035	Tan VFS w Mastic Unit 82 Kitchen	Gray/White Fibrous Heterogeneous	25% Cellulose 5% Glass	70% Non-fibrous (other)	None Detected
A35-Mastic 331400200-0035A	Tan VFS w Mastic Unit 82 Kitchen	Tan Fibrous Homogeneous	36% Cellulose	65% Non-fibrous (other)	None Detected
A36-VFS 331400200-0036	Tan VFS w Mastic Unit 82 Kitchen	Gray/White Fibrous Heterogeneous	25% Cellulose 5% Glass	70% Non-fibrous (other)	None Detected
A36-Mastic 331400200-0036A	Tan VFS w Mastic Unit 82 Kitchen	Tan Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
A37 331400200-0037	Acoustic Ceiling Unit 82 Living Room	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Christopher Kim (42) Michael DeCavalas (57)
Christopher Miranda (39)

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Michael DeCavalas, Laboratory Manager
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Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code 101324-0, CA ELAP 1405

Initial report from 01/07/2014 11:19:44



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Phone: (866) 518-7658
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 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Ball Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A38 331400200-0038	Acoustic Ceiling Unit 82 Kitchen	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A39 331400200-0039	Acoustic Ceiling Unit 82 Bedroom	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A40 331400200-0040	Drywall Unit 82 Living Room	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected
A41 331400200-0041	Drywall Unit 82 Living Room	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected
A42 331400200-0042	Drywall Unit 82 Living Room	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected
A43-Flooring 331400200-0043	12x12 VFT w Mastic (Top Layer) Unit 80 Kitchen	Gray/White Fibrous Heterogeneous	25% Cellulose 5% Glass	70% Non-fibrous (other)	None Detected
A43-Mastic 331400200-0043A	12x12 VFT w Mastic (Top Layer) Unit 80 Kitchen	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A44-Flooring 331400200-0044	12x12 VFT w Mastic (Top Layer) Unit 80 Kitchen	Gray/White Fibrous Heterogeneous	25% Cellulose 5% Glass	70% Non-fibrous (other)	None Detected

Analyst(s)
 Christopher Kim (42) Michael DeCavallas (57)
 Christopher Miranda (39)

Michael DeCavallas
 Michael DeCavallas, Laboratory Manager
 or other approved signatory

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 Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code 1D1364-0, CA ELAP 1406

Initial report from 01/07/2014 11:19:44

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LA Testing Order: 331400200

CustomerID: 32ONES77

CustomerPO:

ProjectID:

Attn: **Chuck Moore**
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Phone: (866) 518-7658
 Fax:
 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A44-Mastic 331400200-0044A	12x12 VFT w Mastic (Top Layer) Unit 80 Kitchen	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A45-Flooring 331400200-0045	12x12 VFT w Mastic (Top Layer) Unit 80 Kitchen	Gray/White Fibrous Heterogeneous	25% Cellulose 5% Glass	70% Non-fibrous (other)	None Detected
A45-Mastic 331400200-0045A	12x12 VFT w Mastic (Top Layer) Unit 80 Kitchen	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A46-VFS 331400200-0046	Tan VFS w Mastic (2nd Layer) Unit 80 Kitchen	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A46-Mastic 331400200-0046A	Tan VFS w Mastic (2nd Layer) Unit 80 Kitchen	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A47-VFS 331400200-0047	Tan VFS w Mastic (2nd Layer) Unit 80 Kitchen	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A47-Mastic 331400200-0047A	Tan VFS w Mastic (2nd Layer) Unit 80 Kitchen	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A48-VFS 331400200-0048	Tan VFS w Mastic (2nd Layer) Unit 80 Kitchen	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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Christopher Miranda (39)

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 Michael DeCavalas, Laboratory Manager
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 Samples analyzed by LA Testing Garden Grove, CA NYLAP Lab Code 101384-D, CA ELAP 1406

Initial report from 01/07/2014 11:19:44

Test Report PLM-7.28.9 Printed: 1/7/2014 11:19:44 AM

10



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 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A48-Mastic 331400200-0048A	Tan VFS w Mastic (2nd Layer) Unit 80 Kitchen	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A49-VFS 331400200-0049	Brown VFS w Mastic (Bottom Layer) Unit 80 Kitchen	Gray Fibrous Homogeneous	25% Cellulose	65% Non-fibrous (other)	10% Chrysotile
A49-Mastic 331400200-0049A	Brown VFS w Mastic (Bottom Layer) Unit 80 Kitchen	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A50-VFS 331400200-0050	Brown VFS w Mastic (Bottom Layer) Unit 80 Kitchen				Stop Positive (Not Analyzed)
A50-Mastic 331400200-0050A	Brown VFS w Mastic (Bottom Layer) Unit 80 Kitchen	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A51-VFS 331400200-0051	Brown VFS w Mastic (Bottom Layer) Unit 80 Kitchen				Stop Positive (Not Analyzed)
A51-Mastic 331400200-0051A	Brown VFS w Mastic (Bottom Layer) Unit 80 Kitchen	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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 Samples analyzed by LA Testing Garden Grove, CA NMLAP Lab Code 101384-0, CA ELAP 1406

Initial report from 01/07/2014 11:19:44



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Phone: (866) 518-7658
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 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A52-Flooring 331400200-0052	12x12 VFT w Mastic Unit 80 Bathroom	Gray Fibrous Heterogeneous	25% Cellulose 5% Glass	70% Non-fibrous (other)	None Detected
A52-Mastic 331400200-0052A	12x12 VFT w Mastic Unit 80 Bathroom	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A53-Flooring 331400200-0053	12x12 VFT w Mastic Unit 80 Bathroom	Gray Fibrous Heterogeneous	25% Cellulose 5% Glass	70% Non-fibrous (other)	None Detected
A53-Mastic 331400200-0053A	12x12 VFT w Mastic Unit 80 Bathroom	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A54-Flooring 331400200-0054	12x12 VFT w Mastic Unit 80 Bathroom	Gray Fibrous Heterogeneous	25% Cellulose 5% Glass	70% Non-fibrous (other)	None Detected
A54-Mastic 331400200-0054A	12x12 VFT w Mastic Unit 80 Bathroom	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A55-VFS 331400200-0055	Tan VFS w Mastic Unit 134 Kitchen	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A55-Mastic 331400200-0055A	Tan VFS w Mastic Unit 134 Kitchen	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analysis(s)

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 Michael DeCavalas, Laboratory Manager
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 Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code 101384-0, CA ELAP 1406

Initial report from 01/07/2014 11:19:44



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 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A56-VFS 331400200-0056	Tan VFS w Mastic Unit 134 Kitchen	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A56-Mastic 331400200-0056A	Tan VFS w Mastic Unit 134 Kitchen	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A57-VFS 331400200-0057	Tan VFS w Mastic Unit 134 Kitchen	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A57-Mastic 331400200-0057A	Tan VFS w Mastic Unit 134 Kitchen	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A58 331400200-0058	Beige VFS w Mastic Unit 134 Hallway	Gray Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
A59 331400200-0059	Beige VFS w Mastic Unit 134 Hallway	Gray Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
A60 331400200-0060	Beige VFS w Mastic Unit 134 Hallway	Gray/Beige Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
A61-Linoleum 331400200-0061	Tan VFS w Mastic Unit 134 Bathroom	Tan Fibrous Heterogeneous	15% Cellulose 3% Glass	82% Non-fibrous (other)	None Detected

Analyst(s)
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 Michael DeCavallas, Laboratory Manager
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 Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code 101364-0, CA ELAP 1408

Initial report from 01/07/2014 11:19:44

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 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A61-Mastic 331400200-0061A	Tan VFS w Mastic Unit 134 Bathroom	Yellow/Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A62-Linoleum 331400200-0062	Tan VFS w Mastic Unit 134 Bathroom	Tan Fibrous Heterogeneous	15% Cellulose 3% Glass	82% Non-fibrous (other)	None Detected
A62-Mastic 331400200-0062A	Tan VFS w Mastic Unit 134 Bathroom	Yellow/Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A63-Linoleum 331400200-0063	Tan VFS w Mastic Unit 134 Bathroom	Tan Fibrous Heterogeneous	15% Cellulose 2% Glass	83% Non-fibrous (other)	None Detected
A63-Mastic 331400200-0063A	Tan VFS w Mastic Unit 134 Bathroom	Yellow/Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A64-Linoleum 331400200-0064	Green VFS w Mastic Unit 184 Hallway	Green Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
A64-Mastic 331400200-0064A	Green VFS w Mastic Unit 184 Hallway	Yellow/Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A65-Linoleum 331400200-0065	Green VFS w Mastic Unit 184 Hallway	Green Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected

Analysis(s)

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Christopher Miranda (39)

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 Michael DeCavallas, Laboratory Manager
 or other approved signatory

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 Samples analyzed by LA Testing Garden Grove, CA NYLAP Lab Code ID1384-D, CA ELAP 1406

Initial report from 01/07/2014 11:19:44



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Fax:
Received: 01/08/14 3:30 PM
Analysis Date: 1/7/2014
Collected:

Project: 4874 East Gage Ave and 5182 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A65-Mastic 331400200-00634	Green VFS w Mastic Unit 184 Halfway	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A66-Linoleum 331400200-00668	Green VFS w Mastic Unit 184 Halfway	Green Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
A66-Mastic 331400200-00684	Green VFS w Mastic Unit 184 Halfway	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A67 331400200-00667	Drywall Unit 184 Bathroom	Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	None Detected
A68 331400200-00668	Drywall Unit 184 Bathroom	Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	None Detected
A69-Joint Compound 331400200-00669	Drywall Unit 184 Bathroom	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A69-Drywall 331400200-00634	Drywall Unit 184 Bathroom	Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	None Detected
A70 331400200-0070	Joint Compound Unit 184 Bathroom	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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Michael DeCavallas, Laboratory Manager
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Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code 101394-9, CA ELAP 1406

Initial report from 01/07/2014 11:19:44

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Phone: (866) 518-7658
 Fax:
 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A71 331400200-0071	Joint Compound Unit 184 Bathroom	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A72 331400200-0072	Joint Compound Unit 184 Bathroom	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A73 331400200-0073	Gold/Wht VFS w Mastic FI Unit 9 Kitchen	White/Green/Gold Fibrous Heterogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
A74 331400200-0074	Gold/Wht VFS w Mastic FI Unit 9 Kitchen	White/Green/Gold Fibrous Heterogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
A75 331400200-0075	Gold/Wht VFS w Mastic FI Unit 9 Kitchen	White Non-Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
A76-Linoleum 331400200-0076	Brown VFS w Mastic FI Unit 9 Bathroom	Brown/White Fibrous Heterogeneous	15% Cellulose 3% Glass	82% Non-fibrous (other)	None Detected
A76-Mastic 331400200-0076A	Brown VFS w Mastic FI Unit 9 Bathroom	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A77-Linoleum 331400200-0077	Brown VFS w Mastic FI Unit 9 Bathroom	Brown/White Fibrous Heterogeneous	15% Cellulose 2% Glass	83% Non-fibrous (other)	None Detected

Analyst(s)

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 Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code 101394-0, CA ELAP 1406

Initial report from 01/07/2014 11:19:44

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LA Testing Order: 331400200
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Phone: (866) 518-7658
 Fax:
 Received: 01/06/14 3:30 PM
 Analysis Date: 1/7/2014
 Collected:

Project: 4874 East Gage Ave and 5182 Florence Ave, Bell Gardens CA 90201

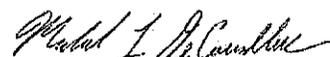
Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A77-Mastic 331400200-0077A	Brown VFS w Mastic FI Unit 9 Bathroom	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A78-Linoleum 331400200-0078	Brown VFS w Mastic FI Unit 9 Bathroom	Brown/White Fibrous Heterogeneous	15% Cellulose 2% Glass	83% Non-fibrous (other)	None Detected
A78-Mastic 331400200-0078A	Brown VFS w Mastic FI Unit 9 Bathroom	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A79 331400200-0079	Tan VFS w Mastic FI Unit 9 Bedroom	Tan/Green/Gold Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
Mastic not present in sample					
A80 331400200-0080	Tan VFS w Mastic FI Unit 9 Bedroom	Tan/Green/Gold Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
Mastic not present in sample					
A81-Linoleum 331400200-0081	Tan VFS w Mastic FI Unit 9 Bedroom	Tan/Green/Gold Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
A81-Mastic 331400200-0081A	Tan VFS w Mastic FI Unit 9 Bedroom	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A82 331400200-0082	Joint Compound FI Unit 128 Kitchen	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analysis(s)

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 Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code 101384-0, CA ELAP 1406

Initial report from 01/07/2014 11:19:44

Test Report PLM-7.28.9 Printed: 1/7/2014 11:19:44 AM

17



LA Testing

11652 Knott Street Unit F5, Garden Grove, CA 92841
Phone/Fac (714) 828-4999 / (714) 828-4944
http://www.LATesting.com gardengrovelab@latesting.com

LA Testing Order: 331400200
CustomerID: 32ONES77
CustomerPO:
ProjectID:

Attn: **Chuck Moore**
One Source Group
P.O. Box 746
Lakewood, CA 90714

Phone: (866) 518-7658
Fac:
Received: 01/06/14 3:30 PM
Analysis Date: 1/7/2014
Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A83 331400200-0083	Joint Compound FI Unit 128 Kitchen	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A84 331400200-0084	Joint Compound FI Unit 128 Kitchen	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
A85 331400200-0085	12x12 VFT w Mastic (Brown) FI Unit 128 Kitchen	Gray/Tan Non-Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
A86 331400200-0086	12x12 VFT w Mastic (Brown) FI Unit 128 Kitchen	Gray/Tan Non-Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
A87 331400200-0087	12x12 VFT w Mastic (Brown) FI Unit 128 Kitchen	Gray/Tan Non-Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected

Analyst(s)
Christopher Kim (42) Michael DeCavalas (57)
Christopher Miranda (39)

Michael DeCavalas
Michael DeCavalas, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, MST or any agency of the federal government. Non-fragile organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%.
Samples analyzed by LA Testing Garden Grove, CA NVLAP Lab Code: 101384-0, CA ELAP 1406

Initial report from 01/07/2014 11:19:44



Asbestos Chain of Custody
LA Testing Order Number (Lab Use Only)

#331400200

LA TESTING
 11652 KNOLL STREET
 UNIT F5
 GARDEN GROVE, CA 92641
 PHONE (714) 828-4999
 FAX (714) 828-4944

Company: One Source Group		LA Testing-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments**</small>	
Street: P. O. Box 746		<small>Third Party Billing requires written authorization from third party</small>	
City: Lakewood	State/Province: CA	Zip/Postal Code: 90714	Country: USA
Report To (Name): Chuck Moore		Fax #: 562.684.0717	
Telephone #: 866.518.7658		Email Address: info@1-sg.com	
Project Name/Number: 4874 East Gage Ave. and 5162 Florence Ave. Bell Gardens, CA 90201			
Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		Purchase Order: NA	U.S. State Samples Taken: CA
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input checked="" type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week
<small>*For TEM Air 3 hours through 6 hours, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with LA Testing's Terms and Conditions located in the Analytical Price Guide</small>			
PCM - Air <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)		TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers > 10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
		TEM - Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/A-93/167) Soil/Rock/Vermiculite <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> EPA Protocol (Semi-Quantitative) <input type="checkbox"/> EPA Protocol (Quantitative) Other: <input type="checkbox"/>	
<input checked="" type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group			
Samplers Name: Todd Johnson		Samplers Signature: <i>[Signature]</i>	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
A1-A87	See Asbestos Sample Work Sheet		7/30/14
Client Sample # (s): A1-A87		Total # of Samples: 87	
Relinquished (Client): Todd Johnson		Date: Monday 6/20/14	Time: 1530
Received (Lab): AC		Date: 7/6/14	Time: 1530
Comments/Special Instructions:			



ASBESTOS SURVEY WORKSHEET

Date: January 3, 2014 / January 6, 2014 1-SG Job #: 4874 East Gage Avenue
 Client: _____ Name of Inspector: Todd Johnson

Project Site: 4874 East Gage Avenue, Bell-Gardens, CA 90201 / ET62 FLORENCE, BELL SPAINES, CA 90201

Building Description: Square Footage of building(s); Structure/Building Envelope (slab, walls, roof - Type); Interior Construction (walls, floors, ceilings);

Mechanical; Hot Water: MOBILE HOMES w/ steel roofs. ONE Restroom building w/ block. ONE mobile home had tile roofing, all others ~1200 SF

Sample #	Hom. Material	Description (Type / Color)	Location	SF / LF	Condition (G, D, S.D.)	Friable
A1	↓	12" x 12" VFT	Unit C6, Kitchen	~200 SF	G	Low
A2	↓	Brown / w/ mastic	↓	↓	↓	↓
A3	↓	↓	↓	↓	↓	↓
A4	↓	12" x 12" VFT TAN w/ mastic	BATHROOM	~50 SF	↓	↓
A5	↓	↓	↓	↓	↓	↓
A6	↓	↓	↓	↓	↓	↓
A7	↓	12" x 12" VFT w/ mastic	FRONT BEDROOM	~100 SF	↓	↓
A8	↓	(BURNS)	↓	↓	↓	↓
A9	↓	↓	↓	↓	↓	↓
A10	↓	12" x 12" VFT w/ mastic	LIVING ROOM	~200 SF	↓	↓
A11	↓	(TAN)	↓	↓	↓	↓

140020

13140020

0

3 3 1 4 0 0 2 0 0

Sample #	Homomaterial	Description (Type / Color)	Location	SF / LF	Condition (G, D, S.D.)	Frivable
A12	4	12" x 12" VFT w/ Marble (Tan)	Unit 11, Living Room	~200 SF	G	Low
A13	5	Roof Tile	Roof	~1200 SF		
A14		↓				
A15		↓				
A16	6	Plaster	Rest Room Body	~800 SF	G	
A17		↓				
A18		↓				
A19	7	12" x 12" VFT w/ Marble	Unit 97, Kitchen	~200 SF	G	
A20		Red Regain	↓, Hallway			
A21		↓	Living Room			
A22	8	12" x 12" VFT w/ Marble (Pink Design) 1st Layer	Unit 19, Kitchen	~300 SF		
A23		↓	Living Room			
A24		↓	Hallway			
A25	9	Brown VFS w/ Marble	↓, Kitchen			
A26		2nd Layer	↓, Hallway			
A27		↓	Living Room			
A28	10	12" x 12" VFT w/ Marble (Tan Design) 1st Layer	BATHROOM	~60 SF		
A29		↓				
A30		↓				
A31	11	Brown VFS w/ Marble (2nd Layer)	↓			
A32		↓				

#333400200

Sample #	Homomaterial	Description (Type / Color)	Location	SF / LF	Condition (G, D, S.D.)	Friable
A33	11	BROWN UFS w/ MASTIC (2nd Layer)	Unit 79, Bath Room	~60 SF	G	low
A34	12	TAN UFS w/ MASTIC	Unit 82, Kitchen	~100 SF		
A35	↓	↓	↓	↓	↓	↓
A36	↓	↓	↓	↓	↓	↓
A37	13	Acoustic Ceiling	Living Room	~1200 SF		
A38	↓	↓	Kitchen	↓	↓	↓
A39	↓	↓	Bedroom	↓	↓	↓
A40	14	Drywall	Living Room	~200 SF		
A41	↓	↓	↓	↓	↓	↓
A42	↓	↓	↓	↓	↓	↓
A43	15	12" X 12" UFT w/ MASTIC	Unit 80, Kitchen	~100 SF		
A44	↓	Top Layer - TAN	↓	↓	↓	↓
A45	↓	↓	↓	↓	↓	↓
A46	16	TAN UFS w/ MASTIC (2nd Layer)	↓	↓	↓	↓
A47	↓	↓	↓	↓	↓	↓
A48	↓	↓	↓	↓	↓	↓
A49	17	BROWN UFS w/ MASTIC	↓	↓	↓	↓
A50	↓	(Bottom Layer)	↓	↓	↓	↓
A51	↓	↓	↓	↓	↓	↓
A52	18	1/2" X 12" UFT w/ MASTIC	↓, Bath Room	~50 SF		
A53	↓	↓	↓	↓	↓	↓

33400200

#33400200

Sample #	Homomaterial	Description (Type / Color)	Location	SF / LF	Condition (G, D, S.D.)	Friable
A54	18	17" x 12" VES w/ MASTIC (Tan)	Unit 80, Bath Room	~ 50 SF	G	LTU
A55	19	Tan VES w/ MASTIC	Unit 124, Kitchen	~ 20 SF		
A56	↓	↓	↓	↓	↓	↓
A57	↓	↓	↓	↓	↓	↓
A65	20	Beige VES w/ MASTIC	Hallway	~ 20 SF		
A69	↓	↓	↓	↓	↓	↓
A67	21	Tan VES w/ MASTIC	BATHROOM	~ 20 SF		
A62	↓	↓	↓	↓	↓	↓
A63	↓	↓	↓	↓	↓	↓
A64	22	Green VES w/ MASTIC	Unit 184, Hallway	~ 10 SF	S.D.	Yes
A65	↓	↓	↓	↓	↓	↓
A66	↓	↓	↓	↓	↓	↓
A67	23	Daywalk	BATHROOM	~ 20 SF	D	
A68	↓	↓	↓	↓	↓	↓
A69	↓	↓	↓	↓	↓	↓
A70	24	Joint Compound				
A71	↓	↓	↓	↓	↓	↓
A72	↓	↓	↓	↓	↓	↓
A73	25	Gray/White VES w/ MASTIC	PL. Unit 9, Kitchen	~ 150 SF	G	Yes
A74	↓	↓	↓	↓	↓	↓

31400200



LA Testing

11652 Knott Street Unit F6, Garden Grove, CA 92841
Phone/Fax (714) 828-4999 / (714) 828-4944
<http://www.LATesting.com> gardengrove@latesting.com

LA Testing Order: 331400199
CustomerID: 320NES77
CustomerPO:
ProjectID:

Attn: **Chuck Moore**
One Source Group
P.O. Box 746
Lakewood, CA 90714

Phone: (866) 518-7658
Fax:
Received: 01/06/14 3:30 PM
Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

Lab ID:	Analyzed	RDL	Lead Concentration	Notes
0001	1/7/2014	0.031 % wt	<0.031 % wt	Site: Unit 66 Living Room Wall Collected:
<i>Client Sample LC1</i>				
0002	1/7/2014	0.010 % wt	0.085 % wt	Site: Unit 66 Bedroom Door Collected:
<i>Client Sample LC2</i>				
0003	1/7/2014	0.027 % wt	0.15 % wt	Site: Unit 66 Bedroom Window Sill Collected:
<i>Client Sample LC3</i>				
0004	1/7/2014	0.014 % wt	<0.014 % wt	Site: Unit 66 Ext Wall Collected:
<i>Client Sample LC4</i>				
0005	1/7/2014	0.010 % wt	0.37 % wt	Site: Restroom Int Wall Collected:
<i>Client Sample LC5</i>				
0006	1/7/2014	0.010 % wt	0.019 % wt	Site: Restroom Ext Wall Collected:
<i>Client Sample LC6</i>				
0007	1/7/2014	0.010 % wt	0.018 % wt	Site: Restroom Ext Fascia Collected:
<i>Client Sample LC7</i>				
0008	1/7/2014	0.010 % wt	0.12 % wt	Site: Unit 97 Int Wall Collected:
<i>Client Sample LC8</i>				
0009	1/7/2014	0.012 % wt	0.14 % wt	Site: Unit 97 Int Wall Collected:
<i>Client Sample LC9</i>				
0010	1/7/2014	0.042 % wt	<0.042 % wt	Site: Unit 97 Ext Wall Collected:
<i>Client Sample LC10</i>				
0011	1/7/2014	0.010 % wt	<0.010 % wt	Site: Unit 79 Int Wall Living Room Collected:
<i>Client Sample LC11</i>				
0012	1/7/2014	0.010 % wt	0.28 % wt	Site: Unit 79 Door Casing Collected:
<i>Client Sample LC12</i>				
0013	1/7/2014	0.010 % wt	<0.010 % wt	Site: Unit 79 Ext Wall Collected:
<i>Client Sample LC13</i>				

Michael Chapman
Michael Chapman, Laboratory Manager
or other approved signatory

Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. The QC data associated with these results included in this report meet the method QC requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. * slight modifications to methods applied. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request.
Samples analyzed by LA Testing Garden Grove, CA ASHA-LAP, LLC-ELAP Accredited #101850, CA ELAP 1406



LA Testing

11662 Knott Street Unit F6, Garden Grove, CA 92841
Phone/Fax: (714) 828-4999 / (714) 828-4944
http://www.LATesting.com garden@vclab@latesting.com

LA Testing Order: 331400199
CustomerID: 320NES77
CustomerPO:
ProjectID:

Attn: **Chuck Moore** Phone: (866) 518-7658
One Source Group Fax:
P.O. Box 746 Received: 01/08/14 3:30 PM
Lakewood, CA 90714 Collected:

Project: 4874 East Gage Ave and 5162 Florence Ave, Bell Gardens CA 90201

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

Lab ID:	Analyzed	RDL	Lead Concentration	Notes
0014	1/7/2014	0.010 % wt	<0.010 % wt	Site: Unit 82 Ext Wall Collected:
<i>Client Sample LC14</i>				
0015	1/7/2014	0.010 % wt	<0.010 % wt	Site: Unit 80 Int LR Wall Collected:
<i>Client Sample LC15</i>				
0016	1/7/2014	0.010 % wt	0.069 % wt	Site: Unit 80 Ext Wall Collected:
<i>Client Sample LC16</i>				
0017	1/7/2014	0.010 % wt	<0.010 % wt	Site: Unit 134 Ext Wall Collected:
<i>Client Sample LC17</i>				
0018	1/7/2014	0.010 % wt	0.012 % wt	Site: Unit 184 Int Wall Collected:
<i>Client Sample LC18</i>				
0019	1/7/2014	0.010 % wt	0.011 % wt	Site: Unit 184 Ext Wall Collected:
<i>Client Sample LC19</i>				
0020	1/7/2014	0.083 % wt	<0.083 % wt	Site: FI Unit 9 Ext Wall Collected:
<i>Client Sample LC20</i>				
0021	1/7/2014	0.010 % wt	<0.010 % wt	Site: FI Unit 128 Int Wall Collected:
<i>Client Sample LC21</i>				
0022	1/7/2014	0.032 % wt	0.039 % wt	Site: FI Unit 128 Ext Wall Collected:
<i>Client Sample LC22</i>				

Michael Chapman
Michael Chapman, Laboratory Manager
or other approved signatory

Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. The QC data associated with these results included in this report meet the method QC requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. * slight modifications to methods applied. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request.

Samples analyzed by LA Testing Garden Grove, CA AHA-LAP, LLC-ELLAP Accredited #101650, CA ELAP 1408

Initial report from 01/07/2014 12:38:09

Test Report PB w/RDL-7.26.0 Printed: 1/7/2014 12:36:09 PM



Lead (Pb) Chain of Custody
LA Testing Order Number (Lab Use Only):

3 3 4 0 0 1 9 9

LA TESTING
 11652 KNOTT STREET
 UNIT F5
 GARDEN GROVE, CA 92841
 PHONE: (800) 755-1794
 FAX: (714) 828-4944

Company: One Source Group		LA Testing-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill is Different note instructions in Comments**</small>		
Street: P. O. Box 746		<small>Third Party Billing requires written authorization from third party</small>		
City: Lakewood	State/Province: CA	Zip/Postal Code: 90714	Country: USA	
Report To (Name): Chuck Moore		Fax #: 562.684.0717		
Telephone #: 866.518.7658		Email Address: info@1-sg.com		
Project Name/Number: 4874 East Gage Ave. and 5162 Florence Ave, Bell Gardens, CA 90201				
Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		Purchase Order: NA	U.S. State Samples Taken: CA	
Turnaround Time (TAT) Options* - Please Check				
<input type="checkbox"/> 3 Hours <input type="checkbox"/> 6 Hours <input checked="" type="checkbox"/> 24 Hours <input type="checkbox"/> 48 Hours <input type="checkbox"/> 3 Days <input type="checkbox"/> 4 Days <input type="checkbox"/> 5 Days <input type="checkbox"/> 10 Days				
<small>*Analysis completed in accordance with LA Testing's Terms and Conditions located in the Price Guide</small>				
Matrix	Method	Instrument	Reporting Limit	Check
Chips <input type="checkbox"/> mg/cm ² <input checked="" type="checkbox"/> % by wt.	SW846-7000B/7420 or AOAC 974.02	Flame Atomic Absorption	0.01%	<input checked="" type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300 modified	ICP-AES	0.5 µg/filter	<input type="checkbox"/>
Wipe* <input type="checkbox"/> ASTM <input type="checkbox"/> non ASTM <small>*If no box is checked, non-ASTM Wipe is assumed</small>	SW846-7000B/7420	Flame Atomic Absorption	10 µg/wipe	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	0.5 µg/wipe	<input type="checkbox"/>
TCLP	SW846-1311/7420/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW846-7420	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	SW846-7421	Graphite Furnace AA	0.3 mg/kg (ppm)	<input type="checkbox"/>
	SW86-6010B or C	ICP-AES	1 mg/kg (ppm)	<input type="checkbox"/>
Wastewater	SM3111B or SW846-7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	1 mg/kg (ppm)	<input type="checkbox"/>
Drinking Water	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
Other:		Preservation Method (Water):		
Name of Sampler: Todd Johnson		Signature of Sampler: <i>[Signature]</i>		
Sample #	Location	Volume/Area	Date/Time Sampled	
LC1-LC22	See Lead-Based Paint Chip Worksheet		1/3/2014 1/6/2014	
Client Sample #'s: LC1 - LC22		Total # of Samples: 22		
Relinquished (Client): <i>[Signature]</i>	Date: 1/6/2014	Time: 3:30		
Received (Lab): <i>[Signature]</i>	Date: 1-6-14	Time: 15:30		
Comments:				

3 3 1 4 0 0 1 9 9



LEAD-BASED PAINT CHIP WORKSHEET

Date: JAN 3, 2014 / January 6, 2014
 Client: 1-SG Job # 4874 EAST GAGE AVE
 Name of Inspector: Todd Johnson
 Project Site: 4874 EAST GAGE AVE, UNIT 79, 5102 FLORENCE AVE., BELL SPAIN, CA 90201
 Building Description: Square Footage of building(s); Structure/Building Envelope (slab, walls, roof - Type); Interior Construction (walls, floors, ceilings); Mechanical; Hot Water:

Sample #	Description (Color / Substrate)	Location	Condition (Intact (I), Flaking (F), Peeling (P), Other (O))
LC1	Green / White Paint, Wood	Unit 66, Living Room Wall	I
LC2	White Paint, Wood	↓ Bedroom Door	I
LC3	Blue Paint, Wood	↓ Window Sill	F
LC4	White Paint, Metal	↓ EXT. WALL	I
LC5	↓ Wood	Restroom Int. Wall	I
LC6	↓ Block	↓ EXT. WALL	I
LC7	↓ Wood	↓ FASCIA	T
LC8	Blue Paint, Wood	Unit 97, Int. Wall	I
LC9	↓	↓ Door	↓
LC10	White Paint, Metal	↓ EXT. WALL	↓
LC11	Blue Paint, Wood	Unit 79, Int. wall, Living Room	I

#331400199

Sample #	Description (Color / Substrate)	Location	Condition (Intact (I), Flaking (F), Peeling (P), Other (O))
LC12	White Paint, Wood	Unit 79, Door Crissy	I
LC13	Off-White Paint, Metal	↓, EXT. WALL	I
LC14	Off-White Paint, Wood	Unit 82, EXT. WALL	I
LC15	↓ Deywall	Unit 89, Int. L.R. WALL	I
LC16	↓ Metal	↓, EXT. WALL	I
LC17	↓	Unit 134, EXT. WALL	I
LC18	↓ Wood	Unit 189, Int. WALL	I
LC19	↓ Metal	↓, EXT. WALL	I
LC20	Green Metal	FLY UNIT 9, EXT. WALL	I
LC21	Beige Wood	↓, Unit 129, Int. WALL	I
LC22	White Metal	↓, ↓, EXT. WALL	I
LC23			
LC24			
LC25			
LC26			
LC27			
LC28			
LC29			
LC30			
LC31			
LC32			

EXHIBIT A-2

SITE MAPS

(On following pages)

Florence Village

"A Place to Call Home"

5162 E. Florence Ave, Red, CA 90201

Phone: 323-560-2895

- Temporary RV
- Long Term RV
- Single Wide
- Double Wide
- Water Shut Off
- Gas Shut Off
- Electrical
- Trash
- Lights

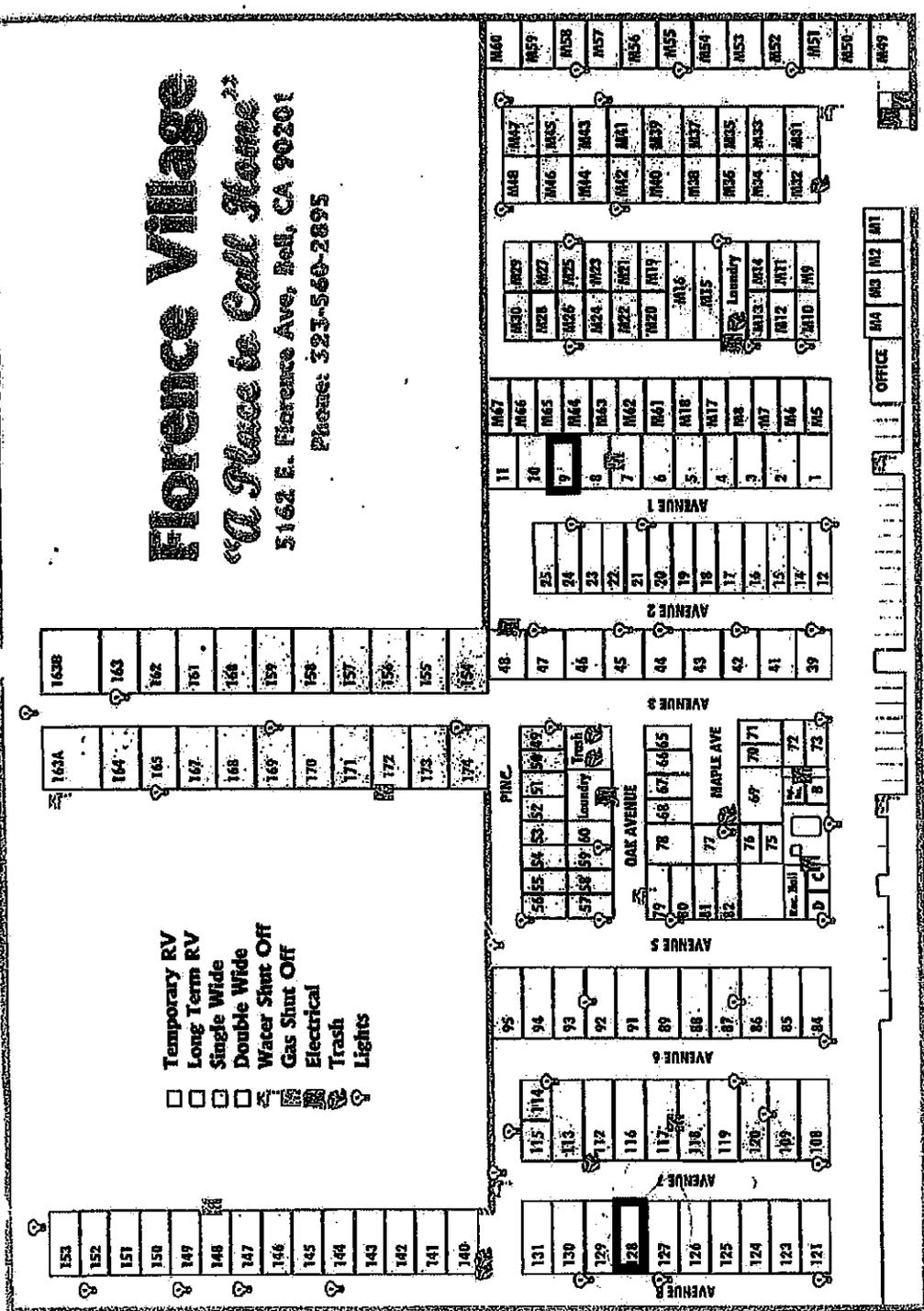


EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

1. PERFORMANCE BOND

Contractor shall deliver to the City a performance bond in the amount of the Contract Sum, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney.

The bond shall be unconditional and remain in force during the entire term of the Agreement. At the conclusion of the Agreement, the performance bond shall be extended for a period of not less than one year to cover as a maintenance bond for the work performed under this Agreement.

2. LABOR AND MATERIAL PAYMENT BOND

Contractor shall deliver to the City a labor and material payment bond in the amount of the Contract Sum, in the form provided by the City Clerk. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks at the following rates:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
1.	Bell Mobile Home Park Unit 66	EA	LS	\$3,575	\$3,575
2.	Bell Mobile Home Park Unit 79	EA	LS	\$3,575	\$3,575
3.	Bell Mobile Home Park Unit 80	EA	LS	\$3,650	\$3,650
4.	Bell Mobile Home Park Unit 82	EA	LS	\$3,575	\$3,575
5.	Bell Mobile Home Park Unit 97	EA	LS	\$3,575	\$3,575
6.	Bell Mobile Home Park Unit 134	EA	LS	\$3,575	\$3,575
7.	Bell Mobile Home Park Unit 184	EA	LS	\$3,575	\$3,575
8.	Bell Mobile Home Park Public Masonry Restroom	EA	LS	\$4,200	\$4,200
9.	Florence Village Mobile Home Park Unit 9	EA	LS	\$3,575	\$3,575
TOTAL BASE BID					\$32,875

Lump sum ("LS") prices and/or quantities shall be considered all inclusive. The work to be performed shall include, but not be limited to, the items described, labor, services, tools, equipment, materials, appurtenances and incidentals necessary to complete the Tasks.

- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid within 30 days after the Notice of Completion has been filed.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the**

Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

- IV. The City will compensate Contractor after the completion of each Task to the satisfaction of the City. Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- V. The total compensation for the Services shall not exceed \$32,875 as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all Services timely in accordance with the schedule to be developed by Contractor and subject to the written approval of the Contract Officer.**

- II. Following Notice to Proceed, the Contractor shall have FORTY-FIVE (45) calendar days to complete the work. The Contractor will not be allowed to start work prior to the date in the Notice to Proceed and not until Contractor has returned this executed Agreement and has submitted contract bonds and liability insurance acceptable to the City of Bell as required herein.**

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

INTERNATIONAL FIDELITY INSURANCE COMPANY

PERFORMANCE BOND – PUBLIC WORK

Bond No.: 0648663
Premium: \$822.00

KNOW ALL MEN BY THESE PRESENTS: That

Unlimited Environmental, Inc.,

as Principal, and International Fidelity Insurance Company, a corporation organized under the laws of the State of New Jersey, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound unto

City of Bell

as Oblige in the sum of

Thirty-Two Thousand, Eight Hundred Seventy-Five

Dollars (\$32,875.00) for the payment whereof, in the lawful money of the United States, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that: whereas, the above bounded Principal has entered into a contract dated April 23, 2014, with the obligee to do the following work, to wit:

Demolition and Asbestos Abatement at Bell Mobile Home Park and Florence Village Mobile Home Park

as is more specifically set forth in said contract, to which contract reference is hereby made;

Now therefore, if the said Principal shall well and truly perform the work contracted to be performed under said contract in accordance with the plans and specifications, then the above obligation to be void, otherwise to remain in full force and virtue.

No right of action shall accrue under this bond to or for the use of any person other than the Oblige named herein.

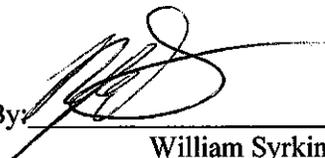
Signed and sealed this 12th day of May, 2014.

Unlimited Environmental, Inc.

Principal

International Fidelity Insurance Company

Surety

By: 

William Syrkin Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On May 12, 2014

Date

before me, Corinne L. Hernandez, Notary Public

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

International Fidelity

Insurance Company

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey; and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey; do hereby constitute and appoint:

R. HAAS-BATES, RICHARD ADAIR, OWEN M. BROWN, WILLIAM SYRKIN, NATHAN R. VARNOLD

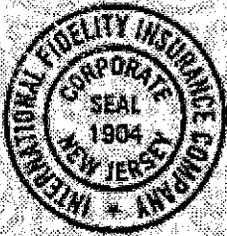
Irvine, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

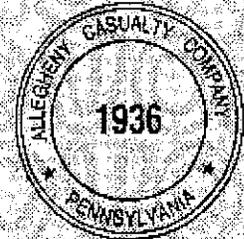
"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 12th day of May, 2014

MARIA BRANCO, Assistant Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY

PAYMENT BOND – PUBLIC WORK

Bond No. 0648663

Premium included in Performance bond

KNOW ALL MEN BY THESE PRESENTS: That

Unlimited Environmental, Inc.

as Principal, and International Fidelity Insurance Company, a corporation organized under the laws of the State of New Jersey, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound unto County of Fresno

as Obligee in the sum of

Thirty-Two Thousand, Eight Hundred Seventy-Five

Dollars (\$ 32,875.00) for the payment whereof, in the lawful money of the United States, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that: whereas, the above bounded Principal has entered into a contract dated April 23, 2014, with the obligee to do the following work, to wit:

Demolition and Asbestos Abatement at Bell Mobile Home Park and Florence Village Mobile Home Park

Now, therefore, if the above bounded Principal, contractor, person, company or corporation, or his or its sub-contractor, fails to pay any claimant named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the Surety on this bond will pay the same, in an amount not exceeding the aggregate sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, and attorney's fees to be taxed as costs in said suit.

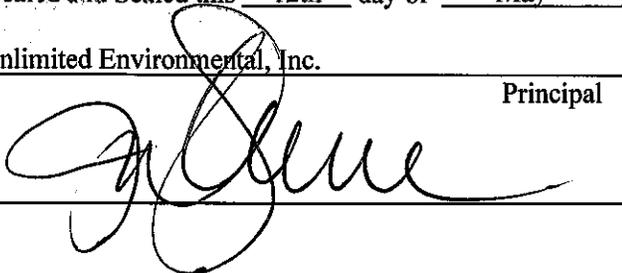
This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in the Civil Code, Sections 3247-3252 inclusive, and all amendments thereto.

Sealed and Sealed this 12th day of May, 20 14.

Unlimited Environmental, Inc.

Principal



International Fidelity Insurance Company

Surety

By:


William Syrkin, Attorney in Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On May 12, 2014 before me, Corinne L. Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Corinne L. Hernandez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:
International Fidelity
Insurance Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
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- Guardian or Conservator
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R. HAAS-BATES, RICHARD ADAIR, OWEN M. BROWN, WILLIAM SYRKIN, NATHAN R. VARNOLD

Irvine, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

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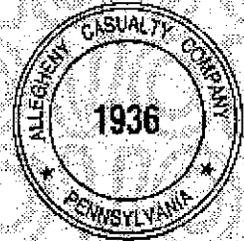
"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney; and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of, joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

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IN TESTIMONY WHEREOF, I have hereunto set my hand this 12th day of May, 2014

MARIA BRANCO, Assistant Secretary