



T&M ASSOCIATES

on behalf of

BUCKEYE HILLS REGIONAL COUNCIL

**REQUEST FOR PROPOSAL
for
ASBESTOS ABATEMENT
ACTIVITIES**

**at
ST. MICHAEL CHURCH'S OLD
HOUSE
NOBLE COUNTY, OH**

Signature: _____

Date: 9/18/2026

Request for Proposals (RFP) for Asbestos Abatement
At
St. Michael Church's Old House
44924 Carlise Road, Caldwell, Ohio 43724

I. PROJECT INTRODUCTION

Buckeye Hills Regional Council was awarded an Ohio Department of Development (ODOD) Building Demolition and Site Revitalization Program (BDSRP) Grant to abate Asbestos-Containing Materials (ACM) at St. Michael Church's Old House in Noble County, Ohio. T&M Associates (T&M), an environmental consulting/engineering company, was selected by Buckeye Hills Regional Council to implement the ODOD BDSRP grant.

T&M is issuing this Request for Proposal (RFP) to select a Contractor to perform the necessary asbestos abatement under the ODOD grant as described in Section III of this RFP.

II. PROPERTY STRUCTURES DESCRIPTION

The Noble County Auditor's website has the following information for the Property:

Property Address	Parcel #	Property Size (acres)
44924 Carlise Road, Caldwell, Ohio 43724	34-0021098.00	1.34

A Property map is provided in **Attachment A**.

III. SCOPE OF SERVICES

- T&M Associates (T&M) surveyed the property and identified ACM in their report dated September 17, 2026 (**Attachment B**).
- Abatement of the ACM identified in T&M's report shall be in accordance with industry standards as well as all Federal, State, and local regulations.
- Contractor will be responsible for securing all permits required to execute the scope of services detailed in this RFP.
- Upon completion, Contractor will provide a Closure Report to T&M documenting the abatement activities completed, the disposition of the waste materials removed (including waste haul receipts and manifests) and a Letter of Completion stating that all ACM identified in the T&M survey have been removed and properly disposed.

IV. PREVAILING WAGE

Prevailing wage **is** a requirement of this project. Prevailing wage rates for Noble County are provided in **Attachment C**.

V. CONTRACT AND INSURANCE REQUIREMENTS

The selected Contractor will be required to execute T&M's *Subcontractor Agreement for Professional Services*; a copy of this is provided as **Attachment D**.

The minimum Insurance Requirements are specified in Section 4.0 and Exhibit III of the T&M Subcontractor Agreement provided in Attachment D.

VI. SCHEDULE

The scope of services detailed in this RFP are required to be completed by the selected Contractor within sixty (60) days of execution of the *Agreement for Professional Services* with T&M.

VII. CONTENT AND FORMAT OF PROPOSALS

Contractors interested in this project shall submit a bid proposal package in the form of one (1) PDF. The proposal package shall include, but is not limited to, the following:

1. Provide a bid for the requested services on the attached Bid Sheet in **Attachment E**. Any suggested additional services may be listed separately with reasons for suggestion clearly stated.
2. Provide a written statement outlining the proposed schedule, including an estimated completion date.
3. Please list at least three (3) clients, including name and addresses, for which your company has completed similar work in the last two years.
4. Include a brief background information on your company, including the closest office location to this project site.
5. Provide license numbers or copies of registration certificates, as appropriate, for the services requested in this RFP.

VIII. MANDATORY PRE-BID MEETING AND PROPOSAL DUE DATE

A mandatory pre-bid meeting will be held at the site on **Thursday, September 24, 2026, at 11:00 a.m.** The meeting will be followed by a site walkthrough of the Property to allow for questions by the Contractors.

Proposals are due Friday, October 2, 2026, at 3:00 p.m. Proposals should be emailed to Donald Pinto, PE at dpinto@tandmassociates.com.

Questions may be directed by email to Donald Pinto at dpinto@tandmassociates.com.

Attachment A

Site Maps and Photographs



Image source: Google Earth



Property Location Map
St. Michael Church's Old House
44924 Carlise Road, Caldwell, Ohio 43724

Figure 1



PHOTOGRAPHIC LOG

Project: St. Michael Church's Old House		Location: 44924 Carlise Road, Caldwell, Ohio 43724	Project No. BHRC-00004
Photo No. 1	Date: 7-24-26		
Direction Photo Taken: Southwest			
Description: Front view of the Former St. Michael Church Old House to be abated.			



PHOTOGRAPHIC LOG

Project: St. Michael Church's Old House		Location: 44924 Carlise Road, Caldwell, Ohio 43724	Project No. BHRC-00004
Photo No. 2	Date: 7-24-26		
Direction Photo Taken: Northwest			
Description: Rear view of the Former St. Michael Church Old House to be abated.			



PHOTOGRAPHIC LOG

Project: St. Michael Church's Old House		Location: 44924 Carlise Road, Caldwell, Ohio 43724	Project No. BHRC-00004
Photo No. 3	Date: 7-24-26		
Direction Photo Taken: Southeast			
Description: First floor front room. Drywall throughout the house has been identified as asbestos containing material.			



PHOTOGRAPHIC LOG

Project: St. Michael Church's Old House		Location: 44924 Carlise Road, Caldwell, Ohio 43724	Project No. BHRC-00004
Photo No. 4	Date: 7-24-26		
Direction Photo Taken: N/A			
Description: Second floor bedroom. Plaster throughout the second level has been identified as asbestos containing material.			



PHOTOGRAPHIC LOG

Project: St. Michael Church's Old House		Location: 44924 Carlise Road, Caldwell, Ohio 43724	Project No. BHRC-00004
Photo No. 5	Date: 7-24-26		
Direction Photo Taken: N/A			
Description: Second floor restroom. Floor tiles have been identified as asbestos containing material.			



PHOTOGRAPHIC LOG

Project: St. Michael Church's Old House		Location: 44924 Carlise Road, Caldwell, Ohio 43724	Project No. BHRC-00004
Photo No. 6	Date: 7-24-26		
Direction Photo Taken: North			
Description: Basement, no asbestos containing material was identified.			

Attachment B

Asbestos Containing Materials Survey



YOUR GOALS. OUR MISSION.



ASBESTOS SURVEY

RELATED TO THE DEMOLITION OF THE
ST. MICHAEL CHURCH OLD HOUSE
Caldwell, Ohio

T&M Project No. BHRC00004

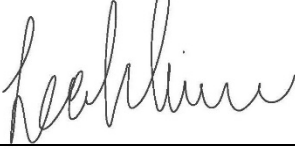
AUGUST 21, 2026

PREPARED FOR:

Buckeye Hills Regional Council
2585 Glendale Road
Marietta, OH

PREPARED BY:

Leah Simon
Safety Specialist 2
T&M Associates



Signature

REVIEWED BY:

Jeremy Malcom
Client Manager
T&M Associates



Signature



REPORT OF ASBESTOS SURVEY
RELATED TO THE DEMOLITION OF THE
ST. MICHAEL CHURCH OLD HOUSE
CALDWELL, OHIO
T&M PROJECT NO. BHRC00004

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APPENDIX:

Appendix A – Inspector’s Ohio Asbestos Hazard Evaluation Specialist License

Appendix B – Results of Asbestos Analyses including Laboratory Certificates of Analyses

Appendix C – Project Photo Log

Appendix D – Limitations and Service Constraints



1.0 INTRODUCTION

T&M Associates (T&M) was retained by Buckeye Hills Regional Council (the Client) to perform a NESHAP asbestos inspection at the St Michael Church Old House in Caldwell, Ohio. T&M understands the St Michael Church Old House is scheduled for demolition.

The goal of the assessment was for the handling of suspect asbestos-containing materials (ACMs) at the subject building surveyed. A further goal of the survey was the recommendation of appropriate response actions, especially relative to the demolition planned for the subject building structure.

2.0 METHODS

2.1 Walk through Inspection

Visual observation of the subject building structure and bulk material sampling was conducted concurrently during the walkthrough inspection. During the walkthrough inspection, physical observations were recorded by the inspector, including, (i) the presence of suspect asbestos, as well as salient information relative to assessment of suspect materials; (ii) information relative to limitations on the survey.

Accessible building spaces and interior and exterior building elements were accessed by the inspector. These spaces included the space above and behind interior architectural finishes. The scope of the survey included selective encroachment through interior architectural enclosures, but not dismantlement of mechanical equipment.

2.2 Bulk Material Sampling

Asbestos

Each suspect asbestos material was assigned a homogeneous material number used to identify it throughout this report.

Bulk sampling of suspected materials was accomplished by removing a representative piece of the material in question and transferring it into an airtight plastic sample container. Consideration of a material as suspect, and the frequency with which each suspect material was sampled was in general accordance with the federal USEPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) Asbestos Standard (40 CFR 61, Subpart M) with EPA NESHAP asbestos inspection regulations.

Laboratory analysis for asbestos content was performed in accordance with the USEPA approved petrographic method utilizing polarized light microscopy (PLM) with dispersion staining (EPA Method for the Determination of Asbestos in Bulk Samples EPA/600/R-93/116).

Physical inspection of the subject structure, and the associated collection of bulk material samples for asbestos content analysis, was performed by Ms. Leah Simon of T&M on July 24, 2026. Ms. Simon is a State of Ohio Asbestos Hazard Evaluation Specialist (AHES): License #ES549543, expiration 01/28/2027.

Sample Analysis

All samples collected were analyzed in the laboratory of ALS Environmental, Cincinnati. ALS Environmental laboratory is accredited for Bulk Asbestos Fiber Analysis through the National Institute of Standards and Technology and National Voluntary Laboratory Accreditation Program (NIST/NVLAP), NVLAP Lab Code 101917-0, and the AIHA-accreditation to the ISO/IEC 17025-2017 LAP-10092 laboratory certificate.



3.0 ASBESTOS SUSPECT MATERIAL SAMPLING

The St. Michael Church Old House was a two-story single-family residence with a basement. The exterior was cement board siding and a sloped, asphalt shingle roof. Interior finishes include sheet floor and carpet on wood floor, plaster and drywall walls, and nailed in ceiling tiles. The subject building encompasses approximately 2,300 square feet.

Appropriate samples of suspect asbestos-containing materials observed at the subject building structure were gathered for asbestos content analysis.

4.0 ASBESTOS ANALYTICAL RESULTS – BULK MATERIAL SAMPLING

The criterion used for determining the status of a suspect material as ACM is the USEPA definition of "asbestos-containing", which is that the material is determined to contain greater than 1.0% of actinolite, amosite, anthophyllite, chrysotile, crocidolite, tremolite asbestiform fibers (40 CFR 61, Subpart M).

33 samples of suspect asbestos-containing materials were collected and subjected to laboratory analysis by PLM procedure EPA method 600/R-93/116, and eight (8) were subjected to additional laboratory analysis by PLM 400-point count procedure EPA method 600/R-93/116 with microscopic gravimetric reduction.

Analysis of the bulk material samples obtained indicated that the following materials analyzed from the subject demolition areas **are not asbestos-containing**:

- Sheet floor and associated mastic in the front entrance, northwest bedroom closet, and upstairs storage closet
- Ceiling tile
- Texture on plaster ceiling

The materials known or assumed to be asbestos-containing are listed in the following table.

HA / Material Description	Material Location(s)	Results	Category	Approximate Quantity
1 / Cement board siding	Exterior siding	10-20% Chrysotile	Cat. II NF*	3,600 SF
7 / Black sink undercoating	Kitchen sink	1-5% Chrysotile	Cat. II NF	5 SF
8 / Plaster	2 nd level	0.5 – 2%^ Chrysotile	Cat. I F	2,700 SF
9 / Stone pattern sheet floor and mastic	2 nd level restroom and 2 nd level northwest bedroom closet	Sheet floor: 40-50% Chrysotile Mastic: 1-3% Chrysotile	Sheet floor: Cat. I F Mastic: Cat. II NF	80 SF
11 / Joint compound / drywall	2 nd level storage room and restroom	Joint compound: 0.75-1.3%^ Drywall = ND	Cat. I F	800 SF



HA / Material Description	Material Location(s)	Results	Category	Approximate Quantity
14 / Asphalt shingles and felt paper	Roof	Assumed	Cat. I NF	1,500 SF
15 / 12"x12" Tan square pattern floor tile and mastic on wood	Kitchen	Assumed	Cat. I NF	300 SF

* = Cat. II Non-friable material that has the potential to become friable during demolition activities

^ = Analysis by 400-point count procedure EPA method 600/R-93/116

ND = non-detect for asbestos

Although not an asbestos-containing material, the following material was determined to contain less than 1% asbestos:

- HA 5: Plaster throughout the 1st level

Analytical results for asbestos bulk samples and photographic documentation of the friable ACMs can be found in the appendix.

5.0 CONCLUSIONS

Friable asbestos containing materials must be removed prior to demolition activities that would disturb the materials. Materials present at the building include:

- Cement board siding
- Plaster throughout the 2nd level
- Stone pattern sheet flooring in the 2nd level restroom and 2nd level northwest bedroom closet
- Drywall/joint compound

Non-friable asbestos containing materials may remain in place during demolition as long as the forces acting upon them, such as grinding, sanding, cutting, abrading or crushing with heaving machinery will not render them friable. If a controlled burn is scheduled for this structure, the following materials must be sampled by an Ohio AHES to refute their asbestos designation, or be abated by a qualified contractor:

- Black sink undercoating
- Asphalt shingles and felt paper
- Floor tile and associated mastic on wood
- Mastic associated with the stone pattern sheet flooring

6.0 RECOMMENDATIONS

If suspect asbestos containing materials that are not identified in this report are found, stop work, and notify T&M Associates to inspect the materials in question. Additionally, it is recommended that engineering controls be in place during demolition activities to prevent general dust inhalation hazards.



APPENDIX A

INSPECTOR'S OHIO ASBESTOS HAZARD EVALUATION SPECIALIST LICENSE

State of Ohio
Environmental Protection Agency
Asbestos Program

Asbestos Hazard Evaluation Specialist

**Leah
Simon**



Ohio Environmental
Protection Agency
39 S Audubon Rd, Apt B3
Indianapolis IN 46219



Certification Number Expiration Date

ES549543

1/28/27

DOB: 11/5/96

**Card not Valid
if Altered**



APPENDIX B

LABORATORY RESULTS OF ASBESTOS CONTENT ANALYSES



Contact: Leah Simon
Company: T&M Associates
Address: 4675 Lakehurst Ct. Suite 250
Columbus, OH 43106

ALS Work Order: **CC2607648**

NARRATIVE: It is the responsibility of the client to notify the laboratory of any accreditation or certification requirements in writing via the chain of custody (COC) as this may determine the preparation and analytical procedures employed.

ALS Cincinnati is accredited by NVLAP for PLM by EPA 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials" and by EPA 600/M4/82/020, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (also known as the AHERA method EPA 40 CFR Part 763, Sub. E, App. E). *NVLAP Lab Code 101917-0*.

Laboratory accreditation and/or certification does not in any way constitute approval or endorsement by any accrediting/certifying body or agency of the federal government.

ALS Cincinnati also performs uncertified PLM analyses by a variety of methods including; ELAP 198.1, "Polarized Light Microscope Methods for Identifying and Quantitating Asbestos in Bulk Samples," ELAP 198.6, "Polarized Light Microscope Method for Identifying and Quantitating Asbestos in Non-Friable Organically Bound Bulk Samples", ASTM D7521, "Standard Test Method for the Determination of Asbestos in Soil," and a modified qualitative version of EPA 600/R-04/004, "Research Method for Sampling and Analysis of Fibrous Amphibole in Vermiculite Attic Insulation" which reports asbestos as present or absent only. All sample collection is performed outside of ALS Cincinnati and is the sole responsibility of the client. Sample condition is considered acceptable upon receipt except where noted. Visual area estimates (VAE) of asbestos concentration are semi-quantitative. Results apply only to portions of samples analyzed and all samples are disposed after 60-day archive. All analytical data and technical content related to the preparation and analysis of the samples stated herein is the responsibility of the analyst. Raw data is reviewed and validated by a qualified peer analyst.

The reporting limit (RL) for asbestos by PLM is 1%. Analytical sensitivity (AS) is a function of the quantity of sample analyzed, the nature of any matrix interferences, sample preparation techniques, fiber size, and distribution.

Results reported as "ND" indicate no asbestos was detected. Results reported as "Trace" indicate asbestos was detected at some level confidently determined to be <0.5%. Results reported as "Near 1%" indicate asbestos was detected at some level confidently determined to be >0.5<1%.

Samples are examined according to all mandatory method protocol. Optional protocols are eliminated from the initial analysis but may be performed upon client request for an additional fee. These may include insufficient sample volume rejection*, phase separation of layered or heterogeneous samples, ashing to remove organic interferences, acid dissolution to remove mineral carbonate interferences, point count procedures**, and analysis by TEM which ALS recommends for verifying all ND PLM results.

Samples are examined by stereomicroscope for the determination of homogeneity, texture, friability, color, and extent of fibrous components. Non-asbestos materials such as foil, metal, plastic, pebbles, or organic debris are not considered potentially asbestos containing materials and are therefore not included in the analysis. Information obtained via both stereoscope and PLM are used in the final estimation of fibrous components.

*Sufficient sample volume is material dependent. For samples such as floor tiles, roofing felts, sheet insulation, etc., three to four square inches of the layered material is sufficient. For materials such as ceiling tiles, loose fill insulation, pipe insulation, etc., one cubic inch (~15cc) is sufficient. For samples of thin coating materials such as skim coats and mastics a smaller sample size may be suitable. For vermiculite, one gallon of dry, homogeneous material is required. And ASTM D7521 requires a minimum of 8oz of soil.

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**PLM samples reported to be near the 1% RL may be analyzed for an additional fee by the point count procedure of method EPA 600/M4/82/020 (also known as the AHERA method EPA 40 CFR Part 763, Sub. E, App. E). A 400 point count results in an AS of 0.25% and a 1,000 point count results in an AS of 0.1%.

METHOD CODES: "PLM_R93" refers to samples directly prepared by grinding with mortar and pestle prior to analysis by PLM according to either EPA 600/R-93/116 or EPA 600/M4/82/020 (AHERA EPA 40 CFR Part 763, Sub. E, App. E) and results are reported in percentage ranges. Materials analyzed by these methods that cannot be prepared directly may require ashing, acid digestion, or both prior to analysis. "PLM_R93_ASH" refers to resinous or flexible samples ashed in a muffle furnace to remove interfering organics. "PLM_R93_ACID" refers to cementitious samples treated with acid to dissolve any interfering mineral carbonates. And "PLM_R93_ASHACID" refers to complex samples prepared via ashing and acid digestion prior to analysis. All gravimetrically prepared samples are reported as weight % asbestos. "PLM_400_POINT" and "PLM_400_POINT_ASH" refer to directly prepared or ashed samples analyzed by 400 point count procedure. "PLM_1000_POINT" and "PLM_1000_POINT_ASH" refer to directly prepared or ashed samples analyzed by an amplified version of the point count procedure. "PLM_ELAP_198.1" refers to samples prepared and analyzed according to NY ELAP Method 198.1, "PLM_ELAP_198.6" refers to samples prepared and analyzed according to NY ELAP Method 198.6. "PLM_SOIL_ASTM7521" refers to analysis of soil samples by PLM according to ASTM D7521 which includes an automatic 400 point count analysis of soil samples determined by PLM to contain <1% asbestos. "PLM_VERM_R004" refers to vermiculite insulation samples analyzed by PLM according to a modified qualitative version of the EPA Method 600/R-04/004 which reports asbestos as present or absent only. Finally, "+STOP" indicates positive stop analysis was requested by the client and denotes samples not analyzed because a previous sample in a designated series was determined to be ACM.

Pamela M. Hizar

Pamela M. Hizar

ALS Asbestos & Microscopy Technical Lead & Department Manager

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IDENTIFICATION

Client ID:	1A	1B	2A	2A	2B
ALS ID:	CC2607648-001	CC2607648-002	CC2607648-003A	CC2607648-003B	CC2607648-004A
Method Code:	PLM_R93	PLM_R93	PLM_R93	PLM_R93	PLM_R93
Analyst:	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith
Date:	8/4/2026	8/4/2026	8/4/2026	8/4/2026	8/4/2026

MACRO DESCRIPTION

Homogeneity:	Homogeneous	Homogeneous	Layered	Layered	Layered
Color:	Grey	Grey	Beige	Brown	Beige
Texture:	Compact	Compact	Compact	Fibrous	Compact
Description:	Transite	Transite	Tile	Material	Tile

% NON-ASBESTOS

Cellulose:	ND	ND	>20<=30	>50<=60	>10<=20
Fiberglass:	ND	ND	ND	ND	ND
Other Fibers:	ND	ND	ND	>5<=10	ND
Non-fibrous:	>50<=60	>50<=60	>40<=50	>20<=30	>50<=60
Resins/Binders:	>10<=20	>10<=20	>10<=20	ND	>10<=20

% ASBESTOS

Chrysotile:	>10<=20	>10<=20	ND	ND	ND
Amosite:	ND	ND	ND	ND	ND
Crocidolite:	ND	ND	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND	ND	ND
Anthophyllite:	ND	ND	ND	ND	ND
TOTAL:	>10<=20	>10<=20	ND	ND	ND

IDENTIFICATION

Client ID:	2B	3A	3A	3B	3B
ALS ID:	CC2607648-004B	CC2607648-005A	CC2607648-005B	CC2607648-006A	CC2607648-006B
Method Code:	PLM_R93	PLM_R93	PLM_R93	PLM_R93	PLM_R93
Analyst:	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith
Date:	8/4/2026	8/4/2026	8/4/2026	8/4/2026	8/4/2026

MACRO DESCRIPTION

Homogeneity:	Layered	Layered	Layered	Layered	Layered
Color:	Brown	Brown	White	Brown	White
Texture:	Fibrous	Fibrous	Crumbly	Fibrous	Crumbly
Description:	Material	Material	Material	Material	Material

% NON-ASBESTOS

Cellulose:	>50<=60	>90<=100	>1<=3	>90<=100	>1<=3
Fiberglass:	ND	ND	ND	ND	ND
Other Fibers:	>5<=10	ND	ND	ND	ND
Non-fibrous:	>20<=30	>1<=3	>90<=100	>1<=3	>90<=100
Resins/Binders:	ND	ND	ND	ND	ND

% ASBESTOS

Chrysotile:	ND	ND	ND	ND	ND
Amosite:	ND	ND	ND	ND	ND
Crocidolite:	ND	ND	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND	ND	ND
Anthophyllite:	ND	ND	ND	ND	ND
TOTAL:	ND	ND	ND	ND	ND

IDENTIFICATION

Client ID:	4A	4A	4B	5A	5A
ALS ID:	CC2607648-007A	CC2607648-007B	CC2607648-008	CC2607648-009A	CC2607648-009B
Method Code:	PLM_R93	PLM_R93	PLM_R93	PLM_R93	PLM_R93
Analyst:	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith
Date:	8/4/2026	8/4/2026	8/4/2026	8/4/2026	8/4/2026

MACRO DESCRIPTION

Homogeneity:	Layered	Layered	Homogeneous	Layered	Layered
Color:	Brown	White	Brown	Grey	White
Texture:	Fibrous	Crumbly	Fibrous	Crumbly	Crumbly
Description:	Material	Material	Material	Plaster	Material

% NON-ASBESTOS

Cellulose:	>90<=100	>3<=5	>90<=100	ND	ND
Fiberglass:	ND	ND	ND	ND	ND
Other Fibers:	ND	ND	ND	ND	ND
Non-fibrous:	>1<=3	>90<=100	>3<=5	>90<=100	>90<=100
Resins/Binders:	ND	ND	ND	ND	ND

% ASBESTOS

Chrysotile:	ND	ND	ND	ND	ND
Amosite:	ND	ND	ND	ND	ND
Crocidolite:	ND	ND	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND	ND	ND
Anthophyllite:	ND	ND	ND	ND	ND
TOTAL:	ND	ND	ND	ND	ND

IDENTIFICATION

Client ID:	5B	5C	5C	5D	5D
ALS ID:	CC2607648-010	CC2607648-011A	CC2607648-011B	CC2607648-012A	CC2607648-012B
Method Code:	PLM_R93	PLM_R93	PLM_R93	PLM_R93	PLM_R93
Analyst:	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith
Date:	8/4/2026	8/4/2026	8/4/2026	8/4/2026	8/4/2026

MACRO DESCRIPTION

Homogeneity:	Homogeneous	Layered	Layered	Layered	Layered
Color:	Grey	Grey	White	Grey	White
Texture:	Crumbly	Crumbly	Crumbly	Crumbly	Crumbly
Description:	Plaster	Plaster	Material	Plaster	Material

% NON-ASBESTOS

Cellulose:	ND	ND	ND	ND	ND
Fiberglass:	ND	ND	ND	ND	ND
Other Fibers:	ND	ND	ND	ND	ND
Non-fibrous:	>90<=100	>90<=100	>90<=100	>90<=100	>90<=100
Resins/Binders:	ND	ND	ND	ND	ND

% ASBESTOS

Chrysotile:	Trace	ND	ND	ND	ND
Amosite:	ND	ND	ND	ND	ND
Crocidolite:	ND	ND	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND	ND	ND
Anthophyllite:	ND	ND	ND	ND	ND
TOTAL:	Trace	ND	ND	ND	ND

IDENTIFICATION

Client ID:	5E	5E	6A	6A	6B
ALS ID:	CC2607648-013A	CC2607648-013B	CC2607648-014A	CC2607648-014B	CC2607648-015A
Method Code:	PLM_R93	PLM_R93	PLM_R93	PLM_R93	PLM_R93
Analyst:	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith
Date:	8/4/2026	8/4/2026	8/4/2026	8/4/2026	8/4/2026

MACRO DESCRIPTION

Homogeneity:	Layered	Layered	Layered	Layered	Layered
Color:	Grey	White	Grey	Brown	Grey
Texture:	Crumbly	Crumbly	Crumbly	Fibrous	Crumbly
Description:	Plaster	Material	Material	Material	Material

% NON-ASBESTOS

Cellulose:	ND	ND	ND	>90<=100	ND
Fiberglass:	ND	ND	ND	ND	ND
Other Fibers:	ND	ND	>1<=3	ND	>1<=3
Non-fibrous:	>90<=100	>90<=100	>90<=100	>3<=5	>90<=100
Resins/Binders:	ND	ND	ND	ND	ND

% ASBESTOS

Chrysotile:	ND	ND	ND	ND	ND
Amosite:	ND	ND	ND	ND	ND
Crocidolite:	ND	ND	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND	ND	ND
Anthophyllite:	ND	ND	ND	ND	ND
TOTAL:	ND	ND	ND	ND	ND

IDENTIFICATION

Client ID:	6B	6C	6C	7A	7B
ALS ID:	CC2607648-015B	CC2607648-016A	CC2607648-016B	CC2607648-017	CC2607648-018
Method Code:	PLM_R93	PLM_R93	PLM_R93	PLM_R93	PLM_R93
Analyst:	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith
Date:	8/4/2026	8/4/2026	8/4/2026	8/4/2026	8/4/2026

MACRO DESCRIPTION

Homogeneity:	Layered	Layered	Layered	Homogeneous	Homogeneous
Color:	Brown	Grey	Brown	Black	Black
Texture:	Fibrous	Crumbly	Fibrous	Resinous	Resinous
Description:	Material	Material	Material	Material	Material

% NON-ASBESTOS

Cellulose:	>90<=100	>3<=5	>90<=100	ND	ND
Fiberglass:	ND	>1<=3	ND	ND	ND
Other Fibers:	ND	ND	ND	ND	ND
Non-fibrous:	>3<=5	>90<=100	>3<=5	>10<=20	>10<=20
Resins/Binders:	ND	ND	ND	>70<=80	>70<=80

% ASBESTOS

Chrysotile:	ND	ND	ND	>3<=5	>1<=3
Amosite:	ND	ND	ND	ND	ND
Crocidolite:	ND	ND	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND	ND	ND
Anthophyllite:	ND	ND	ND	ND	ND
TOTAL:	ND	ND	ND	>3<=5	>1<=3

IDENTIFICATION

Client ID:	8A	8A	8B	8B	8C
ALS ID:	CC2607648-019A	CC2607648-019B	CC2607648-020A	CC2607648-020B	CC2607648-021A
Method Code:	PLM_R93	PLM_R93	PLM_R93	PLM_R93	PLM_R93
Analyst:	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith
Date:	8/4/2026	8/4/2026	8/4/2026	8/4/2026	8/4/2026

MACRO DESCRIPTION

Homogeneity:	Layered	Layered	Layered	Layered	Layered
Color:	Grey	White	Grey	Brown	Grey
Texture:	Crumbly	Crumbly	Crumbly	Fibrous	Crumbly
Description:	Plaster	Material	Material	Material	Material

% NON-ASBESTOS

Cellulose:	ND	ND	ND	>80<=90	>1<=3
Fiberglass:	ND	ND	ND	ND	ND
Other Fibers:	ND	ND	ND	ND	ND
Non-fibrous:	>90<=100	>90<=100	>90<=100	>5<=10	>90<=100
Resins/Binders:	ND	ND	ND	ND	ND

% ASBESTOS

Chrysotile:	Trace	ND	Trace	ND	>1<=3
Amosite:	ND	ND	ND	ND	ND
Crocidolite:	ND	ND	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND	ND	ND
Anthophyllite:	ND	ND	ND	ND	ND
TOTAL:	Trace	ND	Trace	ND	>1<=3

IDENTIFICATION

Client ID:	8C	8D	8D	8E	8E
ALS ID:	CC2607648-021B	CC2607648-022A	CC2607648-022B	CC2607648-023A	CC2607648-023B
Method Code:	PLM_R93	PLM_R93	PLM_R93	PLM_R93	PLM_R93
Analyst:	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith
Date:	8/4/2026	8/4/2026	8/4/2026	8/4/2026	8/4/2026

MACRO DESCRIPTION

Homogeneity:	Layered	Layered	Layered	Layered	Layered
Color:	Brown	Grey	Brown	Grey	Brown
Texture:	Fibrous	Crumbly	Fibrous	Crumbly	Fibrous
Description:	Material	Material	Material	Material	Material

% NON-ASBESTOS

Cellulose:	>90<=100	>1<=3	>60<=70	>1<=3	>60<=70
Fiberglass:	ND	ND	ND	ND	ND
Other Fibers:	ND	ND	ND	ND	ND
Non-fibrous:	>3<=5	>90<=100	>20<=30	>90<=100	>20<=30
Resins/Binders:	ND	ND	ND	ND	ND

% ASBESTOS

Chrysotile:	ND	>1<=3	ND	>1<=3	ND
Amosite:	ND	ND	ND	ND	ND
Crocidolite:	ND	ND	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND	ND	ND
Anthophyllite:	ND	ND	ND	ND	ND
TOTAL:	ND	>1<=3	ND	>1<=3	ND

IDENTIFICATION

Client ID:	9A	9A	9B	9B	10A
ALS ID:	CC2607648-024A	CC2607648-024B	CC2607648-025A	CC2607648-025B	CC2607648-026A
Method Code:	PLM_R93	PLM_R93	PLM_R93	PLM_R93	PLM_R93
Analyst:	Melanie Smith	Melanie Smith	Heidi Dewig	Heidi Dewig	Heidi Dewig
Date:	8/4/2026	8/4/2026	8/4/2026	8/4/2026	8/4/2026

MACRO DESCRIPTION

Homogeneity:	Layered	Layered	Inseparable	Layered	Layered
Color:	Beige	Beige	Beige/ Grey	Black	Tan
Texture:	Flexible	Fibrous	Flexible/ Fibrous	Resinous	Compact
Description:	Tile	Material	Tile	Material	Tile

% NON-ASBESTOS

Cellulose:	ND	ND	ND	>10<=20	>10<=20
Fiberglass:	ND	ND	ND	ND	ND
Other Fibers:	ND	ND	ND	ND	ND
Non-fibrous:	>50<=60	>40<=50	>10<=20	>10<=20	>50<=60
Resins/Binders:	>30<=40	ND	>20<=30	>50<=60	>10<=20

% ASBESTOS

Chrysotile:	ND	>40<=50	>40<=50	>1<=3	ND
Amosite:	ND	ND	ND	ND	ND
Crocidolite:	ND	ND	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND	ND	ND
Anthophyllite:	ND	ND	ND	ND	ND
TOTAL:	ND	>40<=50	>40<=50	>1<=3	ND

IDENTIFICATION

Client ID:	10A	10B	10B	11A	11A
ALS ID:	CC2607648-026B	CC2607648-027A	CC2607648-027B	CC2607648-028A	CC2607648-028B
Method Code:	PLM_R93	PLM_R93	PLM_R93	PLM_R93	PLM_R93
Analyst:	Heidi Dewig	Heidi Dewig	Heidi Dewig	Heidi Dewig	Heidi Dewig
Date:	8/4/2026	8/4/2026	8/4/2026	8/4/2026	8/4/2026

MACRO DESCRIPTION

Homogeneity:	Layered	Layered	Layered	Layered	Layered
Color:	Black	Tan	Black	White	Beige
Texture:	Fibrous	Compact	Fibrous	Crumbly	Crumbly
Description:	Material	Tile	Material	Material	Material

% NON-ASBESTOS

Cellulose:	>10<=20	>10<=20	>10<=20	>5<=10	>3<=5
Fiberglass:	ND	ND	ND	ND	ND
Other Fibers:	ND	ND	>10<=20	ND	ND
Non-fibrous:	>10<=20	>50<=60	>5<=10	>80<=90	>90<=100
Resins/Binders:	>50<=60	>10<=20	>40<=50	ND	ND

% ASBESTOS

Chrysotile:	ND	ND	ND	ND	Trace
Amosite:	ND	ND	ND	ND	ND
Crocidolite:	ND	ND	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND	ND	ND
Anthophyllite:	ND	ND	ND	ND	ND
TOTAL:	ND	ND	ND	ND	Trace

IDENTIFICATION

Client ID:	11B	11B	12A	12A	12B
ALS ID:	CC2607648-029A	CC2607648-029B	CC2607648-030A	CC2607648-030B	CC2607648-031A
Method Code:	PLM_R93	PLM_R93	PLM_R93	PLM_R93	PLM_R93
Analyst:	Heidi Dewig	Heidi Dewig	Heidi Dewig	Heidi Dewig	Heidi Dewig
Date:	8/4/2026	8/4/2026	8/4/2026	8/4/2026	8/4/2026

MACRO DESCRIPTION

Homogeneity:	Layered	Layered	Layered	Layered	Layered
Color:	White	Beige	Beige	Brown	Beige
Texture:	Crumbly	Crumbly	Compact	Fibrous	Compact
Description:	Material	Material	Tile	Material	Tile

% NON-ASBESTOS

Cellulose:	>5<=10	>3<=5	>10<=20	>90<=100	>10<=20
Fiberglass:	ND	ND	ND	ND	ND
Other Fibers:	ND	ND	ND	ND	ND
Non-fibrous:	>80<=90	>90<=100	>50<=60	>1<=3	>50<=60
Resins/Binders:	ND	ND	>10<=20	ND	>10<=20

% ASBESTOS

Chrysotile:	ND	Trace	ND	ND	ND
Amosite:	ND	ND	ND	ND	ND
Crocidolite:	ND	ND	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND	ND	ND
Anthophyllite:	ND	ND	ND	ND	ND
TOTAL:	ND	Trace	ND	ND	ND

IDENTIFICATION

Client ID:	12B	13A	13B
ALS ID:	CC2607648-031B	CC2607648-032	CC2607648-033
Method Code:	PLM_R93	PLM_R93	PLM_R93
Analyst:	Heidi Dewig	Melanie Smith	Melanie Smith
Date:	8/4/2026	8/4/2026	8/4/2026

MACRO DESCRIPTION

Homogeneity:	Layered	Homogeneous	Homogeneous
Color:	Brown	Black	Black
Texture:	Fibrous	Fibrous	Fibrous
Description:	Material	Tile	Tile

% NON-ASBESTOS

Cellulose:	>90<=100	>40<=50	>40<=50
Fiberglass:	ND	ND	ND
Other Fibers:	ND	>3<=5	>3<=5
Non-fibrous:	>1<=3	>10<=20	>10<=20
Resins/Binders:	ND	>20<=30	>20<=30

% ASBESTOS

Chrysotile:	ND	ND	ND
Amosite:	ND	ND	ND
Crocidolite:	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND
Anthophyllite:	ND	ND	ND
TOTAL:	ND	ND	ND



QLD Laboratory: Unit 34 / 53-57 Link Drive Yatala QLD 4207
NT Transit Point: ALS Unit 4/16 Charlton Court, Woolner NT 0820

Enquiries:

Tel: 1300 628 433

Email: lab.ERSAU@alsglobal.com

LAB-001F – ALS ERS CHAIN OF CUSTODY – ASBESTOS

SECTION A – Client Details

Client Company Name: T and M Associates
Client Company Address: 4675 Lakehurst Court, Dublin, OH
Contact Name: Leah Simon
Contact Phone Number: 574-335-9995 Contact Email: lsimon@tandmassociates.com

SECTION B – Project Details

Client Project / Site Reference (Lab Report Title): BHRC00004 - Caldwell
Purchase Order Number: _____
Email Results to*: lsimon@tandmassociates.com
Email Invoice to*: jberry@tandmassociates.com
* sent to Contact Email listed in SECTION A if not provided

Notes: _____

SECTION C – Sample Details (please provide your sample ID(s) and other information overleaf)

Sampled By: Leah Simon
Date Sampled: 7/24/25
Date Samples Submitted: 7/24/25
Number of Samples Submitted: 33

Analysis Type	Turnaround Time
Asbestos Bulk ID (OCT002) ☒	Same Day (100% Surcharge) ☐ Next Day (Standard) ☒ <u>2-1 week</u>
Asbestos Fibre Count (OCT001) ☐	3 Day QBuild Use Only ☐
Asbestos Soil ID – Grab Sample (OCT003) ☐	3 Day (Standard) ☐
Asbestos Soil ID (OCT004) ☐	2 Day (50% Surcharge) ☐
Asbestos Soil ID and NEPM / WA Calculation (OCT004 & OCT005) ☐	1 Day (100% Surcharge) ☐

SECTION D – Payment Method

Account ☒ Credit Card ☐ Electronic Funds Transfer ☐ Cash ☐

For Laboratory Use Only

Received By:

Name: _____
Date and Time Received: _____
LIMS Reference Number: _____
Date Due: _____
Report Approved By: _____
Date Report Sent: _____
Invoice Number: _____

Environmental Division
Cincinnati
Work Order Reference
CC2607648



Relinquished 7/24/26 SISO humbler
Rec [signature] 7/24/26 1700



LAB-001F – ALS ERS CHAIN OF CUSTODY – ASBESTOS

SECTION C – Sample Details (continued)		
Lab Ref #	Client Sample ID / Information	Monitoring Type (for Asbestos Fibre Count samples only)
1	1A-B / Cement board siding	Background / Control / Clearance Personal / Field Blank
2	2A-B / Sheet floor + mastic - tan large rock pattern	Background / Control / Clearance Personal / Field Blank
3	3A-B / 1.5' x 1.5' CT	Background / Control / Clearance Personal / Field Blank
4	4A-B / 1' x 1' CT	Background / Control / Clearance Personal / Field Blank
5	5A-E / White / gray plaster	Background / Control / Clearance Personal / Field Blank
6	6A-C / Plaster + texture	Background / Control / Clearance Personal / Field Blank
7	7A-B / Blk sink under coat	Background / Control / Clearance Personal / Field Blank
8	8A-E / Gray plaster	Background / Control / Clearance Personal / Field Blank
9	9A-B / Sheet floor + mastic - multi-color stone pattern	Background / Control / Clearance Personal / Field Blank
10	10A-B / Sheet floor - marble pattern	Background / Control / Clearance Personal / Field Blank
11	11A-B / DW / JC	Background / Control / Clearance Personal / Field Blank
12	12A-B / sheet floor - lantern pattern	Background / Control / Clearance Personal / Field Blank
13	13A-B / sheet floor - multi-color flower pattern	Background / Control / Clearance Personal / Field Blank
14		Background / Control / Clearance Personal / Field Blank



right solutions.
right partner.

ALS Cincinnati Sample Receiving Checklist

Received by:

Drew Gubring

Date/Time:

7/27/00 1700

Carrier Name:

Courier

Shipping container/cooler in good condition?

Yes / No

Custody seals intact on shipping container/cooler?

Yes / No / N/A

Custody seals intact on sample bottles?

Yes / No / N/A

Chain of Custody present?

Yes / No

COC signed when relinquished and received?

Yes / No

COC agrees with sample labels?

Yes / No

Samples in proper container/bottle?

Yes / No

Sample containers intact?

Yes / No

Sufficient sample volume for indicated test?

Yes / No

All samples received within holding time?

Yes / No

Temperature(s) (°C):

Thermometer #:

Sample(s) received on ice?

Yes / No

Matrix/Matrices:

bulk

Date/Time sample(s) sent to storage:

7/27/00 1701

Water – VOA vials have zero headspace?

Yes / No / No Vials

Login Notes:

--



Contact: Leah Simon
Company: T&M Associates
Address: 4675 Lakehurst Court Suite 250
Columbus, OH 43106

ALS Work Order: **CC2608033**

NARRATIVE: It is the responsibility of the client to notify the laboratory of any accreditation or certification requirements in writing via the chain of custody (COC) as this may determine the preparation and analytical procedures employed.

ALS Cincinnati is accredited by NVLAP for PLM by EPA 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials" and by EPA 600/M4/82/020, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (also known as the AHERA method EPA 40 CFR Part 763, Sub. E, App. E). *NVLAP Lab Code 101917-0*.

Laboratory accreditation and/or certification does not in any way constitute approval or endorsement by any accrediting/certifying body or agency of the federal government.

ALS Cincinnati also performs uncertified PLM analyses by a variety of methods including; ELAP 198.1, "Polarized Light Microscope Methods for Identifying and Quantitating Asbestos in Bulk Samples," ELAP 198.6, "Polarized Light Microscope Method for Identifying and Quantitating Asbestos in Non-Friable Organically Bound Bulk Samples", ASTM D7521, "Standard Test Method for the Determination of Asbestos in Soil," and a modified qualitative version of EPA 600/R-04/004, "Research Method for Sampling and Analysis of Fibrous Amphibole in Vermiculite Attic Insulation" which reports asbestos as present or absent only. All sample collection is performed outside of ALS Cincinnati and is the sole responsibility of the client. Sample condition is considered acceptable upon receipt except where noted. Visual area estimates (VAE) of asbestos concentration are semi-quantitative. Results apply only to portions of samples analyzed and all samples are disposed after 60-day archive. All analytical data and technical content related to the preparation and analysis of the samples stated herein is the responsibility of the analyst. Raw data is reviewed and validated by a qualified peer analyst.

The reporting limit (RL) for asbestos by PLM is 1%. Analytical sensitivity (AS) is a function of the quantity of sample analyzed, the nature of any matrix interferences, sample preparation techniques, fiber size, and distribution.

Results reported as "ND" indicate no asbestos was detected. Results reported as "Trace" indicate asbestos was detected at some level confidently determined to be <0.5%. Results reported as "Near 1%" indicate asbestos was detected at some level confidently determined to be >0.5<1%.

Samples are examined according to all mandatory method protocol. Optional protocols are eliminated from the initial analysis but may be performed upon client request for an additional fee. These may include insufficient sample volume rejection*, phase separation of layered or heterogeneous samples, ashing to remove organic interferences, acid dissolution to remove mineral carbonate interferences, point count procedures**, and analysis by TEM which ALS recommends for verifying all ND PLM results.

Samples are examined by stereomicroscope for the determination of homogeneity, texture, friability, color, and extent of fibrous components. Non-asbestos materials such as foil, metal, plastic, pebbles, or organic debris are not considered potentially asbestos containing materials and are therefore not included in the analysis. Information obtained via both stereoscope and PLM are used in the final estimation of fibrous components.

*Sufficient sample volume is material dependent. For samples such as floor tiles, roofing felts, sheet insulation, etc., three to four square inches of the layered material is sufficient. For materials such as ceiling tiles, loose fill insulation, pipe insulation, etc., one cubic inch (~15cc) is sufficient. For samples of thin coating materials such as skim coats and mastics a smaller sample size may be suitable. For vermiculite, one gallon of dry, homogeneous material is required. And ASTM D7521 requires a minimum of 8oz of soil.

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**PLM samples reported to be near the 1% RL may be analyzed for an additional fee by the point count procedure of method EPA 600/M4/82/020 (also known as the AHERA method EPA 40 CFR Part 763, Sub. E, App. E). A 400 point count results in an AS of 0.25% and a 1,000 point count results in an AS of 0.1%.

METHOD CODES: "PLM_R93" refers to samples directly prepared by grinding with mortar and pestle prior to analysis by PLM according to either EPA 600/R-93/116 or EPA 600/M4/82/020 (AHERA EPA 40 CFR Part 763, Sub. E, App. E) and results are reported in percentage ranges. Materials analyzed by these methods that cannot be prepared directly may require ashing, acid digestion, or both prior to analysis. "PLM_R93_ASH" refers to resinous or flexible samples ashed in a muffle furnace to remove interfering organics. "PLM_R93_ACID" refers to cementitious samples treated with acid to dissolve any interfering mineral carbonates. And "PLM_R93_ASHACID" refers to complex samples prepared via ashing and acid digestion prior to analysis. All gravimetrically prepared samples are reported as weight % asbestos. "PLM_400_POINT" and "PLM_400_POINT_ASH" refer to directly prepared or ashed samples analyzed by 400 point count procedure. "PLM_1000_POINT" and "PLM_1000_POINT_ASH" refer to directly prepared or ashed samples analyzed by an amplified version of the point count procedure. "PLM_ELAP_198.1" refers to samples prepared and analyzed according to NY ELAP Method 198.1, "PLM_ELAP_198.6" refers to samples prepared and analyzed according to NY ELAP Method 198.6. "PLM_SOIL_ASTM7521" refers to analysis of soil samples by PLM according to ASTM D7521 which includes an automatic 400 point count analysis of soil samples determined by PLM to contain <1% asbestos. "PLM_VERM_R004" refers to vermiculite insulation samples analyzed by PLM according to a modified qualitative version of the EPA Method 600/R-04/004 which reports asbestos as present or absent only. Finally, "+STOP" indicates positive stop analysis was requested by the client and denotes samples not analyzed because a previous sample in a designated series was determined to be ACM.

Pamela M. Hizar

Pamela M. Hizar

ALS Asbestos & Microscopy Technical Lead & Department Manager

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IDENTIFICATION

Client ID:	5B	8A (Grey Plaster)	8B (Grey Crumbly)	8C (Grey Crumbly)	8D (Grey Crumbly)
ALS ID:	CC2608033-001	CC2608033-002	CC2608033-003	CC2608033-004	CC2608033-005
Method Code:	PLM_400_POINT	PLM_400_POINT	PLM_400_POINT	PLM_400_POINT	PLM_400_POINT
Analyst:	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith	Melanie Smith
Date:	8/13/2026	8/13/2026	8/13/2026	8/13/2026	8/13/2026

MACRO DESCRIPTION

Homogeneity:	Homogeneous	Layered	Layered	Layered	Layered
Color:	Grey	Grey	Grey	Grey	Grey
Texture:	Crumbly	Crumbly	Crumbly	Crumbly	Crumbly
Description:	Plaster	Plaster	Material	Material	Material

% NON-ASBESTOS

Cellulose:	ND	ND	ND	ND	ND
Fiberglass:	ND	ND	ND	ND	ND
Other Fibers:	ND	ND	ND	ND	ND
Non-fibrous:	>90<=100	>90<=100	>90<=100	>90<=100	>90<=100
Resins/Binders:	ND	ND	ND	ND	ND

% ASBESTOS

Chrysotile:	0.75	0.50	0.25	1.80	2.00
Amosite:	ND	ND	ND	ND	ND
Crocidolite:	ND	ND	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND	ND	ND
Anthophyllite:	ND	ND	ND	ND	ND
TOTAL:	0.75	0.50	0.25	1.80	2.00

IDENTIFICATION

Client ID:	8E (Grey Crumbly)	11A (Beige)	11B (Beige)
ALS ID:	CC2608033-006	CC2608033-007	CC2608033-008
Method Code:	PLM_400_POINT	PLM_400_POINT	PLM_400_POINT
Analyst:	Melanie Smith	Melanie Smith	Melanie Smith
Date:	8/13/2026	8/13/2026	8/13/2026

MACRO DESCRIPTION

Homogeneity:	Layered	Layered	Layered
Color:	Grey	Beige	Beige
Texture:	Crumbly	Crumbly	Crumbly
Description:	Material	Material	Material

% NON-ASBESTOS

Cellulose:	ND	ND	ND
Fiberglass:	ND	ND	ND
Other Fibers:	ND	ND	ND
Non-fibrous:	>90<=100	>90<=100	>90<=100
Resins/Binders:	ND	ND	ND

% ASBESTOS

Chrysotile:	1.00	1.30	0.75
Amosite:	ND	ND	ND
Crocidolite:	ND	ND	ND
Tremolite-Actinolite:	ND	ND	ND
Anthophyllite:	ND	ND	ND
TOTAL:	1.00	1.30	0.75



APPENDIX C

PROJECT PHOTO LOG



HA 1: Cement board siding on the exterior

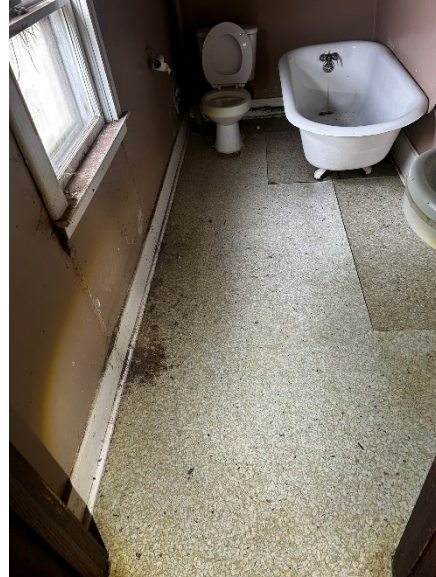


HA 8: Plaster throughout 2nd level

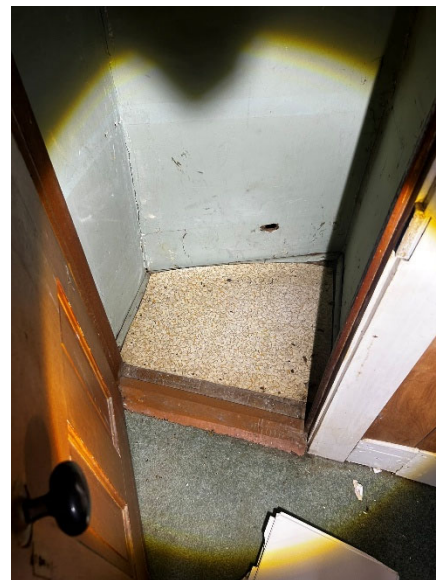




HA 9: Stone pattern sheet floor in 2nd level restroom



HA 9: Stone pattern sheet floor in 2nd level northwest bedroom closet





APPENDIX D

LIMITATIONS AND SERVICE CONSTRAINTS



Limitations and Service Constraints

The opinions, conclusions, and recommendations presented in this report are limited to the information obtained during the performance of the specific scope of service identified in the report. To the extent that T&M relied upon any information prepared by other parties not under direct contract to T&M, no representation as to the accuracy or completeness of such information is made. This report is an instrument of professional service and the services described in the report were performed in accordance with generally accepted standards and level of skill and care ordinarily exercised by members of the profession working under similar conditions including comparable budgetary and schedule constraints. No warranty, guarantee or certification, expressed or implied, is intended or given with respect to T&M's services, opinions, conclusions, or recommendations. This statement is in lieu of any other statement either expressed or implied.

T&M's observations, the results of testing and T&M's opinions, conclusions, and recommendations apply solely to conditions existing at the specific times when and specific locations where T&M's investigative work was performed. Observation and testing activities such as those conducted by T&M are inherently limited and do not represent a conclusive or complete characterization. Conditions in other parts of the project site, building or area may vary from conditions at the specific locations where observations were made and where testing was performed by T&M. Additionally, other building material hazards which were not identified by T&M, such as asbestos, lead-based paint and unidentified microbial impacts, may also be present in the indoor air, inaccessible areas and in walls, ceilings, cavities and floors. Therefore, the extent of T&M's opinions, conclusions and recommendations are limited and 100% confidence in these opinions, conclusions and recommendations cannot reasonably be achieved. Nothing contained in this report shall relieve any other party of its responsibility to abide by contract documents and applicable laws, codes, regulations, or standards, nor shall it be considered medical advice or consultation.

This report may document whether work conducted by T&M, under contract to T&M or under T&M's observation was done so in accordance with applicable regulatory standards. In the absence of standards such as is often the case for microbial assessment and abatement, this report may not be construed as providing clearance, approval, or authorization for use or re-occupancy of a given structure. Actual site conditions and quantities should be field verified and unless expressly stated, this report may not be used as a bid specification. Although an attempt may have been made to locate microbial growth (mold) and indoor air quality issues, in many cases only further investigation or full demolition procedures will reveal sources or impacted materials. In addition, the passage of time including the nominal passage of time may result in a change in the characteristics at the project site.

This report is expressly for the sole and exclusive use of the party for whom this report was originally prepared and for the particular purpose outlined in the report. Only the party for whom this report was originally prepared and/or other specifically named parties have the right to make use of and rely upon this report. Reuse of this report or any portion thereof for other than its intended purpose, or if modified, or if used by third parties, shall be at the user's sole risk.

Attachment C

Prevailing Wage Rates for Noble County

"General Decision Number: OH20260065 05/18/2026

State: Ohio

Construction Types: Building

Counties: Ohio Counties of
Coshocton, Guernsey, Harrison, Morgan,
Noble and Perry

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0002-003 08/01/2024		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 46.50	29.43

BROH0009-004 06/01/2024		
	Rates	Fringes
BRICKLAYER (COSHOCKTON, GUERNSEY, MORGAN, NOBLE, AND PERRY COUNTIES).....	\$ 32.24	18.65

BROH0010-001 07/01/2024		
	Rates	Fringes
BRICKLAYER (HARRISON COUNTY).....	\$ 34.02	22.94

BROH0055-007 06/01/2023		
	Rates	Fringes
TILE SETTER.....	\$ 29.92	16.77
TILE FINISHER.....	\$ 28.31	10.45

ELEC0246-003 10/30/2023		
	Rates	Fringes
ELECTRICIAN: LOW VOLTAGE WIRING ONLY (HARRISON COUNTY).....	\$ 28.00	9.72

ELEC0540-002 08/28/2023		
	Rates	Fringes
ELECTRICIAN: LOW VOLTAGE WIRING ONLY (COSHOCKTON, GUERNSEY, MORGAN, NOBLE, AND PERRY COUNTIES).....	\$ 25.15	17.44

ELEC0972-006 06/01/2024		
	Rates	Fringes
ELECTRICIAN (EXCLUDES LOW VOLTAGE WIRING).....	\$ 40.00	33.32

ENGI0018-025 05/01/2024		

	Rates	Fringes
POWER EQUIPMENT OPERATOR: FORKLIFT.....	\$ 42.98	16.41
POWER EQUIPMENT OPERATOR (BOBCAT/SKID STEER/SKID LOADER; BULLDOZER).....	\$ 44.02	16.41
POWER EQUIPMENT OPERATOR (BACKHOE/EXCAVATOR/TRACKHOE; CRANE).....	\$ 44.14	16.41

IRON0550-008 05/01/2025

	Rates	Fringes
IRONWORKER: ORNAMENTAL AND STRUCTURAL.....	\$ 36.00	23.57

LAB00083-004 06/01/2024

	Rates	Fringes
LABORER (MASON TENDER - CEMENT/CONCRETE).....	\$ 40.97	14.10

LAB00134-002 05/01/2024

	Rates	Fringes
LABORER: MASON TENDER - BRICK.....	\$ 32.16	12.95

PAIN0093-003 12/01/2024

	Rates	Fringes
PAINTER: BRUSH AND ROLLER.....	\$ 30.28	24.46

PLAS0132-011 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 35.12	17.40

PLUM0495-007 06/01/2025

	Rates	Fringes
PLUMBER (EXCLUDES HVAC PIPE INSTALLATION).....	\$ 34.73	37.60
PIPEFITTER (INCLUDES HVAC PIPE INSTALLATION).....	\$ 34.73	37.60

SFOH0669-009 04/01/2025

	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS).....	\$ 48.28	28.08

SHEE0024-024 06/01/2022

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)....	\$ 33.53	26.36

SHEE0033-015 07/01/2024

	Rates	Fringes
SHEET METAL WORKER (EXCLUDES HVAC DUCT INSTALLATION).....	\$ 35.52	29.87

SUOH2012-067 08/29/2014

	Rates	Fringes
TRUCK DRIVER: DUMP (ALL TYPES).....	\$ 19.33	6.55
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 23.91	10.42
OPERATOR: LOADER.....	\$ 22.69	8.01
LABORER: PIPELAYER.....	\$ 18.37	4.79
LABORER: COMMON OR GENERAL.....	\$ 24.62	8.51
CARPENTER.....	\$ 25.75	12.99

UAVGOH0016 01/01/2018

Rates

Fringes

IRONWORKER: REINFORCING.....\$ 29.10

19.73

UAVGOH0017 01/01/2019

Rates

Fringes

ROOFER.....\$ 29.59

15.17

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than

◆SU◆, ◆UAVG◆, ◆SA◆, or ◆SC◆ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ◆SU◆ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

◆SU◆ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ◆SA◆ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ◆SA◆ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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Attachment D

T&M Associates Standard Subcontractor Agreement



STANDARD SUBCONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

(No Prime Agreement)

THIS AGREEMENT is made on **DATE** by and between **T&M ASSOCIATES** (hereinafter called "T&M"), a New Jersey Corporation, located at **T&M OFFICE ADDRESS** and **SUBCONTRACTOR'S NAME** having an address at **SUBCONTRACTOR'S ADDRESS, ADDRESS2, CITY, ST, ZIP** (hereinafter called "SUBCONTRACTOR"). Hereinafter, T&M and the SUBCONTRACTOR may be referred to, individually, as the "Party" and, collectively, as the "Parties".

WHEREAS, T&M and the SUBCONTRACTOR desire the SUBCONTRACTOR to perform certain professional services, which are further described in the SUBCONTRACTOR's Proposal for the following project:

T&M Project Number: _____

Project Owner: _____ (Hereinafter referred to as the "Project Owner")

Project Name: _____ (Hereinafter referred to as the "Project")

Maximum Fee: _____

Brief Description of Work: _____ (Hereinafter referred to as the "Work")

WHEREAS, the SUBCONTRACTOR represents that the SUBCONTRACTOR is capable, competent, legally licensed and possesses the professional skills and experience to perform said Work in a complete, timely and professional manner;

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein and pursuant to all federal, state and local laws and ordinances, T&M and SUBCONTRACTOR hereby agree to this Agreement as follows:

1. RESPONSIBILITIES OF SUBCONTRACTOR

- 1.1. SUBCONTRACTOR'S WORK.** The SUBCONTRACTOR shall provide the necessary supervision, labor, materials, equipment, tools, work and / or services to perform the agreed upon scope of work in accordance with the scope and fees set forth in the SUBCONTRACTOR's Proposal, attached hereto as **EXHIBIT I - PROPOSAL**. The Proposal is attached hereto for information regarding the scope of services only and shall not be considered for any other purposes or vary, supplement, amend, contradict, interpret, or modify the terms and conditions of this Agreement, which supersedes the Proposal and all prior negotiations, representations, promises, and agreements, whether written or oral. In the event of a conflict or inconsistency or any ambiguity between this Standard Subcontractor Agreement and the SUBCONTRACTOR's proposal, the terms and conditions of this Standard Subcontractor Agreement will govern.
- 1.2. INDEPENDENT SUBCONTRACTOR.** The SUBCONTRACTOR is hereby retained as an independent subcontractor. The SUBCONTRACTOR is not an employee or partner of T&M, its affiliates or clients and shall be exclusively responsible for the means and methods used in performance of the Work performed under this Agreement as well as the means and methods used in the performance of services by its subcontractors, its subconsultants, and its agents under this Agreement.
- 1.3. LICENSES AND REGISTRATION.** Copies of the SUBCONTRACTOR's licenses, certifications, and permits to perform the Work in the applicable municipality, county and state shall be provided to T&M when returning this SUBCONTRACTOR Agreement to T&M for execution. The SUBCONTRACTOR will provide certification that the lower-tier subcontractors and / or suppliers have the necessary permits and licenses for the Work proposed.
- 1.4. SAFETY.** The SUBCONTRACTOR recognizes the importance of performing the Work in a safe and responsible manner to prevent damage, injury or loss to individuals, the environment and the Work, including materials and equipment incorporated into the Work or stored on-site or off-site and will comply with all applicable federal,

state, and local laws, rules, regulations, and ordinances related to health and safety, including all OSHA regulations and guidelines. The SUBCONTRACTOR is solely responsible for its Work, the means, methods, techniques, sequences, and procedures of construction selected or used by the SUBCONTRACTOR, for security or safety at the Site, and for safety precautions and programs incident to work in progress, including the health and safety of its employees, agents, lower-tier subcontractors and subconsultants.

- 1.5. WORK AUTHORIZATION.** The Work performed shall commence upon receipt of written authorization from T&M to proceed and shall terminate when T&M and the Project Owner review the work and find it satisfactory and complete. The SUBCONTRACTOR shall not proceed or be paid for any Work, or portion thereof, unless T&M has authorized the Work in writing prior to the SUBCONTRACTOR's performance.
- 1.6. STANDARD OF CARE.** The SUBCONTRACTOR shall perform and shall cause its subcontractor(s) to perform all of its Work and obligations under this Agreement: (i) in accordance with the terms, conditions and fees set forth in this Agreement; and (ii) in a timely and workmanlike manner, on a commercially diligent basis, and in accordance with the care and skill ordinarily used by members of the SUBCONTRACTOR's profession.
- 1.7. NO CONFLICT.** The SUBCONTRACTOR shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the SUBCONTRACTOR's professional judgment with respect to this Agreement.
- 1.8. COMMUNICATIONS.** All of the SUBCONTRACTOR's communications to or with any and all sub-subcontractor(s) or the Project Owner shall only be through, or with the knowledge of, T&M.
- 1.9. DELIVERABLES.** The SUBCONTRACTOR shall obtain all data and information necessary for the performance of the Work hereunder. The SUBCONTRACTOR shall furnish all progress reports, reproductions and other information and materials without limitation required by T&M and the Project Owner (*the "Deliverables"*) in connection with T&M's services to the Project Owner and the SUBCONTRACTOR's Work pursuant to this Agreement. The SUBCONTRACTOR is responsible to see that the Deliverables and Work conform to all applicable laws, rules, regulations, codes, ordinances, and special requirements of each municipality, county, and state where the Project is located.
- 1.10. OWNERSHIP.** Upon completion of the SUBCONTRACTOR's Work, all Deliverables as well as any and all documentation including, without limitation, any and all drawings, specifications, reports, files, and other documents and materials prepared by the SUBCONTRACTOR in connection with this Agreement (*the "Work Product"*) shall be transferred to T&M. T&M shall have exclusive ownership of the Deliverables and Work Product and shall obtain all common law, statutory and other reserved rights, including copyrights.
- 1.11. CONFIDENTIALITY.** The SUBCONTRACTOR shall maintain the confidentiality of information (1) specifically designated as confidential by T&M and / or the Project Owner in connection with the Project or (2) that is not specifically designated as confidential but could reasonably be deemed to be confidential information of T&M or the Project Owner, unless the information becomes public or withholding such information would violate the law, create the risk of significant harm to the public, or prevent the SUBCONTRACTOR from establishing a claim or defense in an adjudicatory proceeding. The SUBCONTRACTOR shall require of its employees and subcontractor(s) similar agreements to maintain the confidentiality of information.
- 1.12. DISCREPANCIES.** The SUBCONTRACTOR shall immediately notify T&M of any problem or discrepancy that the SUBCONTRACTOR believes to exist with respect to any aspect of the Project or the work provided by T&M. The final decision on all matters remains with T&M.
- 1.13. COOPERATION WITH THIRD-PARTY VENDORS.** The SUBCONTRACTOR acknowledges that T&M may, during the course of this Agreement, work with one (1) or more other third-party contractors from time to time in connection with the Project. The SUBCONTRACTOR shall reasonably cooperate with all such third parties as T&M may request from time to time. The SUBCONTRACTOR shall be responsible for the coordination of the Work and shall facilitate the exchange of information among the independent professional associate(s) and subcontractor(s) employed by T&M, as necessary, for the coordination of their services.
- 1.14. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the Work. The SUBCONTRACTOR shall make whatever adjustments, including, without limitation, adjustments to working hours, manpower, and equipment, deemed necessary to complete the Work in accordance with the schedule specified in the SUBCONTRACTOR's Proposal.
- 1.15. ADDITIONAL WORK.** In the event additional work or services are required or the general scope, extent or

character of this Agreement is changed materially through no fault of SUBCONTRACTOR, SUBCONTRACTOR may be requested to provide additional work on the Project. Performance of such additional work must be expressly authorized in writing by T&M prior to the commencement of any additional work, and the SUBCONTRACTOR shall provide a complete description of the additional scope of work which is not included within the scope of the SUBCONTRACTOR's Proposal. T&M's prior written authorization shall be a condition precedent to the SUBCONTRACTOR's right to receive payment for any additional work. Additional work will be paid in the form of a change order and payment will be made in the method and manner specified in [SECTION 3 – PAYMENT TO SUBCONTRACTOR](#).

2. RESPONSIBILITIES OF T&M

- 2.1. **PROJECT INFORMATION.** Where available, T&M will provide Project criteria and information that are pertinent to the performance of the SUBCONTRACTOR's Work, including design objectives, constraints, space capacity and performance requirements, flexibility and expandability, and any budgetary limitations, in addition to any drawings, specifications, schedules, interpretations, data or any other information prepared by T&M that are pertinent to the performance of the SUBCONTRACTOR's Work. T&M will also furnish copies of design and construction standards that the Project Owner and T&M will require to be included in drawings and specifications to be furnished by the SUBCONTRACTOR under this Agreement, where applicable.
- 2.2. **PROPERTY ACCESS.** T&M will arrange for access for the SUBCONTRACTOR to enter upon public or private property, as required, in order for the SUBCONTRACTOR to perform the Work under this Agreement.
- 2.3. **INTERPRETATION OF DOCUMENTS.** T&M will consult with the SUBCONTRACTOR before issuing any interpretations or clarifications of document furnished by the SUBCONTRACTOR and obtain written consent from the SUBCONTRACTOR before acting upon shop drawing samples or other submittals of the contractor(s) or upon work directive changes or change orders affecting the Work and services provided under this Agreement.

3. PAYMENT TO SUBCONTRACTOR

- 3.1. **MAXIMUM FEE.** The maximum fee to be paid to the SUBCONTRACTOR for work performed pursuant to this Agreement is \$ ~~\$\$\$\$\$~~. Any change to the scope of work or this maximum fee must be approved in writing in advance by T&M. T&M's prior written authorization shall be a condition precedent to the SUBCONTRACTOR's right to receive payment for any phase of work or any additional work.
- 3.2. **MONTHLY INVOICES.** The SUBCONTRACTOR shall submit monthly statements or invoices for the professional work provided and for reimbursable expenses incurred, if any, in connection with the Work performed under this Agreement. When compensation is based upon lump sum, fixed fee, or a percentage of construction costs, the statements will be based upon the SUBCONTRACTOR's estimate of the proportion of total Work actually completed at the time of billing with the understanding that reimbursable expenses are included in the lump sum price.
- 3.3. **PAYMENT.** T&M shall bill Project Owner monthly on account of *(or at the completion of)* SUBCONTRACTOR's Work and shall pay SUBCONTRACTOR within thirty (30) days of the date T&M receives payment from the Project Owner on account thereof. It is intended that payments to SUBCONTRACTOR will be made after T&M is paid by Project Owner and that T&M shall exert reasonable and diligent efforts to collect payment of monthly invoices from Project Owner when due. It is understood and agreed that payment from the Project Owner to T&M is a condition precedent for payment to the SUBCONTRACTOR by T&M.
- 3.4. **REIMBURSABLE EXPENSES.** If included in the SUBCONTRACTOR's Proposal, T&M shall pay the SUBCONTRACTOR the actual cost of Reimbursable Expenses incurred by the SUBCONTRACTOR in connection with its Work.
- 3.5. **REQUIRED FORMS.** The SUBCONTRACTOR must submit proper Insurance Certificates and IRS Form W-9 before any payment will be made by T&M under this Agreement.

4. INSURANCE AND INDEMNIFICATION

- 4.1. **INSURANCE.** The SUBCONTRACTOR shall procure and maintain, at its own expense, insurance of the kinds and in amounts as set forth in [EXHIBIT II – MINIMUM INSURANCE REQUIREMENTS](#) attached hereto. Before commencing the Work, the SUBCONTRACTOR shall furnish, to T&M, certificates showing compliance with these requirements, naming T&M and the Project Owner as additional insureds as required in [EXHIBIT II –](#)

MINIMUM INSURANCE REQUIREMENTS and shall not cancel or decrease any such insurance coverage without thirty (30) days prior written notice to T&M. The SUBCONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the SUBCONTRACTOR's obligations assumed in this Agreement, and shall not be construed to relieve the SUBCONTRACTOR from any liability in excess of such coverage, nor shall it preclude T&M from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law. The insurance coverage provided under this Agreement shall be primary and non-contributory.

- 4.2. WAIVER OF SUBROGATION.** The SUBCONTRACTOR waives all rights, and shall cause its insurers to waive all rights of subrogation, against the Project Owner, T&M, and their respective subconsultants, subcontractors, employees and agents for any and all damages caused by fire or other causes of loss to the extent covered by insurance set forth in **EXHIBIT III – MINIMUM INSURANCE REQUIREMENTS**. The SUBCONTRACTOR shall require similar waivers in favor of the Parties enumerated herein from its subcontractor(s) and subconsultant(s) and their insurers. This waiver shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.
- 4.3. SUBCONTRACTS.** The SUBCONTRACTOR shall cause its subcontractors and subconsultants to maintain insurance meeting the requirements of this Agreement, including but not limited to the limits required in this Agreement.
- 4.4. INDEMNIFICATION.** To the fullest extent permitted by law, the SUBCONTRACTOR shall indemnify, defend and hold harmless T&M and the Project Owner and their respective officers, agents and employees from and against all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: a.) result from or are alleged to result from or arise out of the performance or non-performance of the Work or the Agreement and b.) are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses resulting from or arising out of performance or non-performance of the Work or the Agreement. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the SUBCONTRACTOR.
- 4.5. SURVIVAL OF SECTION.** This Section of the Agreement shall survive termination, expiration or completion of the performance of the other terms of this Agreement. If the SUBCONTRACTOR fails to provide an insurance certificate establishing compliance with this provision, T&M may void this Agreement without penalty.

5. TERMINATION

TERMINATION. This Agreement may be terminated by T&M upon ten (10) days prior written notice with or without cause. If T&M terminates this Agreement without cause and due to no fault whatsoever by the SUBCONTRACTOR, T&M shall only be responsible for payments due the SUBCONTRACTOR for any Work rendered through such date of termination, which is deemed to be satisfactory by T&M and / or the Project Owner. If termination is due to in whole or in part by the SUBCONTRACTOR, the SUBCONTRACTOR will be held responsible for any additional costs incurred as a result of having to retain the services of another SUBCONTRACTOR to complete the work under this Agreement. In the event of any termination, whether for cause or convenience, the SUBCONTRACTOR shall furnish all Work Product and Deliverables as well as any other documents, materials or information prepared by the SUBCONTRACTOR under this Agreement to T&M within ten (10) days after termination.

6. MISCELLANEOUS

- 6.1 FORCE MAJEURE.** T&M is not responsible for delays caused by factors beyond T&M's reasonable control, including, but not limited to, delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Project Owner and / or the SUBCONTRACTOR to furnish timely information or to provide review comments promptly or delays caused by faulty performance by the SUBCONTRACTOR or its subcontractors or sub-subcontractors at any level.
- 6.2 CONSEQUENTIAL DAMAGES.** In no event shall T&M be liable in contract, tort, strict liability or otherwise for any incidental, special, indirect, consequential, punitive or exemplary damages, including, but not limited to, loss

caused by delay, commercial loss, or lost profits or revenues or opportunities arising from or in connection with this Agreement, the Work, or the Project.

- 6.3 LIENS.** SUBCONTRACTOR will promptly pay for all work, services, labor, materials, and equipment used or employed by SUBCONTRACTOR in the WORK, and will maintain all materials, equipment, structures, buildings, and premises free and clear of mechanic's or other liens. SUBCONTRACTOR will, upon completion of the WORK and before final payment is due, furnish to T&M, on a form T&M may require, with reasonable evidence that all services, labor, materials, and equipment have been paid in full.
- 6.4 ASSIGNMENT.** Neither Party shall assign or transfer their interest in the Agreement without the written consent of the other Party, which said consent shall not be unreasonably withheld. The covenants and agreements contained herein shall apply to and be binding upon the Parties hereto and upon their respective assigns and successors. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer or agent of T&M, nor shall it be construed as giving any rights or benefits hereunder to anyone other than T&M or SUBCONTRACTOR. The SUBCONTRACTOR shall not assign, transfer, subcontract or delegate its rights, duties or obligations under this Agreement without the written consent of T&M.
- 6.5 MAINTENANCE OF DOCUMENTS.** The SUBCONTRACTOR shall maintain its notes and Project data on file for a period of ten (10) years in legible form and make copies of these documents available to T&M upon request.
- 6.6 GOVERNING LAW.** The laws of the State in which the Project is located will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the State or Federal Courts of such State.
- 6.7 DISPUTE RESOLUTION.** The SUBCONTRACTOR and T&M agree that they shall submit any and all unsettled claims, counterclaims, and other unresolved disputes to non-binding mediation, where each party shall pay its own costs and fifty percent (50%) of the mediator's fees.
- 6.8 NOTICES.** All notices required or permitted hereunder shall be in writing addressed to the respective Parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.
- 6.9 SEVERABILITY.** If any provision contained herein is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of this Agreement unenforceable.
- 6.10 SURVIVAL.** All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all work of the SUBCONTRACTOR under this Agreement or the termination of this Agreement for any reason.
- 6.11 EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.
- 6.12 ENTIRE AGREEMENT.** This Agreement [*consisting of the Exhibits, and the terms and conditions of this Subcontractor Agreement*] comprise the final and complete agreement between the SUBCONTRACTOR and T&M. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions. Amendments to this Agreement shall not be binding unless made in writing and signed by both T&M and the SUBCONTRACTOR.
- 6.13 EXHIBITS.** The following Exhibits are incorporated herein by reference and form an integral part of this Agreement.

[EXHIBIT I - PROPOSAL](#)
[EXHIBIT II - MINIMUM INSURANCE REQUIREMENTS](#)

THE PARTIES HERETO have made and executed this Agreement and agree to be bound by the terms and conditions stated herein, as of the day and year first written above.

T&M ASSOCIATES

By: _____

Name: _____

Title: _____

Date: _____

SUBCONTRACTOR'S NAME

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT I
PROPOSAL

{ATTACH}

EXHIBIT II

MINIMUM INSURANCE REQUIREMENTS

1. Coverage and Minimum Limits:

A. Commercial General Liability

Each Occurrence \$1,000,000

Aggregate \$2,000,000

B. Comprehensive Automobile Liability
(including owner, non-owned, and hired)

Combined Single Limit \$1,000,000

C. Worker's Compensation and Employer's Liability

Worker's Compensation As required by Law

Employer's Liability \$1,000,000 Each Accident

2. Coverage shall be maintained for ten (10) years after substantial completion of the Project. The SUBCONTRACTOR shall not begin Services until evidence of insurance is provided to T&M.
3. T&M Associates and the Project Owner shall be named Additional Insureds for A, B, and C above.
4. SUBCONTRACTOR shall provide copies of policies for review.

Attachment E

Bid Sheet for Asbestos Abatement Activities

BID SHEET

**Asbestos-Containing Materials (ACM) Abatement at
St. Michael Church's Old House
44924 Carlise Road, Caldwell, Ohio 43724**

Total Bid Amount for ACM Abatement	\$
Duration (Start to Finish) in Months	

Comments:

Name of Company: _____

Address: _____

Phone: _____ Email: _____

Authorized Contact Person: _____

Authorized Signature: _____

Date: _____